

SCHEDULE A

TERMS AND CONDITIONS OF PARTICIPATION IN THE ROYAL

1. The Royal Agricultural Winter Fair (“The Royal”) takes place during the dates of November 4 to November 13, 2022 at the lands and premises generally known and referred to as Exhibition Place and/or the Enercare Centre at 100 Princes’ Boulevard, Unit 1, Toronto Ontario, M6K 3C3 (the “Exhibition Place”).
2. The Royal Agricultural Winter Fair Association of Canada (“RAWF”) will provide exhibit space, including a booth number, hall, size, and cost (the “Exhibit Space”) at The Royal for the Exhibitor to display and/or offer for sale its products and services to the public (the “Exhibit”).
3. The Exhibitor agrees to comply, at its own expense, with all contractual, statutory, regulatory and other requirements applicable to the Exhibitor in carrying on the Exhibit and otherwise fulfilling its obligations under this Agreement, and to report immediately to RAWF any breach of any such requirement. Failure to do so may result in the termination of this Agreement at the discretion of the RAWF.
4. The Exhibitor agrees to review and abide by all applicable rules and regulations and RAWF policies. Rules and regulations associated with and referred to in this Agreement include, but are not limited to, the *Commercial Booth Operations, Rules and Requirements Manual* and/or the Commercial Exhibitor Kit & Guidelines at <https://www.royalfair.org/commercial-exhibitor-kit-guidelines/> . RAWF policies, including the Anti-Harassment and Anti-Discrimination Policy, Workplace Health and Safety Policy, Workplace Violence Policy, Accessibility Policy, Social Media Policy, Privacy Policy, and RAWF Code of Conduct, are found at this link: www.royalfair.org/policies.html. Copies of these documents are also available from the Commercial Exhibits Manager. RAWF, in its sole discretion, may make amendments to the materials and notification of such amendments shall be provided to the Exhibitor in writing.
5. Exhibitor Lists and Directories are made available annually on or before November 1st each year. The Exhibitor may not use or sell lists of The Royal exhibitors or attendees at any time, for any purpose.
6. The Exhibitor acknowledges that the Covid-19 pandemic is resulting in continued changes to health and safety requirements and commits that it shall abide by all health and safety requirements, whether imposed by the Province of Ontario, Exhibition Place, or RAWF. Any breach of such requirements shall be deemed a breach of this Agreement entitling RAWF to, in its sole discretion, terminate or suspend the Exhibitor’s right to participate in this Agreement, without refund of Exhibit Fees.

7. The Covid-19 pandemic may require that RAWF will have to adjust the floor plan for The Royal. RAWF reserves the right to limit the space available to the Exhibitor for The Royal in order that as many exhibitors as possible may be accommodated within social distancing guidelines and requirements established by the Province of Ontario, Exhibition Place, or RAWF.
8. The Exhibitor acknowledges that RAWF reserves the right to take such steps and adopt such measures as RAWF, in its sole and absolute discretion, deems necessary or advisable in order to maintain the good and essential character and the orderliness of The Royal, including but not limited to:
 - a. Relocation of the Exhibitor to another Exhibit Space;
 - b. Removal of part or all of Exhibit that RAWF, in its sole discretion, deems objectionable;
 - c. Denial of access to The Royal to any person whom RAWF, in its sole discretion, deems objectionable, in accordance with all applicable laws of Ontario;
 - d. Withdrawal of the use of any part of the Exhibit Space that, at any time during the operating hours of The Royal, is not fully utilized and appears vacant in the opinion of RAWF.

All of the above is in the sole and absolute discretion of RAWF and is without refund or rebate to Exhibitor of any part of the Exhibit Fee.

Insurance

9. The Exhibitor shall obtain and maintain insurance coverage, for the period from 24 hours prior to the Move-in Time through the Final Pick-up Date, including but not limited to, comprehensive general liability insurance covering all aspects of this Agreement and associated participation in The Royal. Such coverage must have a combined single limit for bodily injury and property damage of not less than two-million (\$2,000,000) dollars per occurrence and a deductible not exceeding one-thousand (\$1,000.00) dollars. The Exhibitor must: i) designate RAWF as an additional named insured under such coverage and with severability of interest and cross-liability clauses; ii) provide RAWF with a Certificate of Insurance evidencing such coverage no later than upon payment of the final balance of the Exhibit Fee; and iii) not effect any changes to such coverage without at least 10 business days' written notice to RAWF, such notification to be by way of provision to RAWF of an updated Certificate of Insurance. Exhibitors will not be permitted to move-in or set-up unless they have complied in full with these requirements.

10. The Exhibitor hereby grants to RAWF, as security for any indebtedness of the Exhibitor to RAWF that may arise under this Agreement, a fixed floating charge on any and all property of Exhibitor on RAWF or Exhibition Place premises. In the event of default by Exhibitor in any payment due and owing to RAWF, RAWF may, after demand, realize the security interest hereby granted and may seize and sell any property subject to such security interest, either at public auction, online auction or by private sale, and apply the proceeds against any indebtedness of the Exhibitor to RAWF and any costs incurred through the exercise of the security interest hereby granted. Any such seizure and sale shall be without prejudice to any other right of RAWF arising under or in connection with this Agreement, and the Exhibitor shall remain liable to RAWF for any deficiency or loss suffered by RAWF under or in connection with this Agreement or the realization by RAWF of its security interest granted by this section.

Cancellation and Termination

11. If the Exhibitor cancels its participation in The Royal, it must provide notice of cancellation in writing to RAWF. If written notice is received by RAWF before July 30, 2022, RAWF will refund the Exhibit Fee less the non-refundable Deposit. If written notice is received by RAWF after July 30, 2022, no refund of the Exhibit Fee paid by the Exhibitor will be provided. The Exhibitor will have no further claims against RAWF.
12. RAWF may terminate this Agreement at any time upon breach by the Exhibitor of any of its obligations hereunder. Upon such termination, all rights of the Exhibitor under this Agreement shall terminate, and any payments made by the Exhibitor under this Agreement will be forfeit by the Exhibitor to RAWF as liquidated damages for breach of the Agreement by the Exhibitor. In the event that termination occurs during The Royal, the Exhibitor shall remove the Exhibit in its entirety at the sole expense of the Exhibitor immediately.
13. RAWF reserves the right, exercisable in its sole discretion, to change the dates for, or to cancel, The Royal. In the event of such change or cancellation, the Exhibitor shall be entitled to the option of proceeding with the Agreement with full-payment of the Exhibit Fee for the rescheduled dates or the next annual event, whichever is the earliest, or terminating the Agreement and receiving a refund, less the non-refundable Deposit, of the Exhibit Fee.
14. Neither party shall be liable for nor in breach of the Agreement because of any situation or event arising from circumstances beyond its control and which it could not reasonably foresee. Where possible, the services shall be deemed to be suspended for a period of time equal to that caused by the Force Majeure event and a reasonable period to remobilize for the continuation of the services. If this Agreement cannot be fulfilled at all as a result of a Force Majeure event occurring prior to the fair opening, the Exhibitor shall be entitled to a refund of the Exhibit Fee, less the non-refundable Deposit. If The Royal is cancelled after its official opening by a Force Majeure event,

the Exhibitor shall receive a pro-rata refund of the Exhibit Fee, less the non-refundable Deposit, for the days that The Royal was cancelled (For example, if The Royal was cancelled on day 8 of 10 days, the non-refundable Deposit would be retained by RAWF and the Exhibitor would receive a refund of 20% of the remaining Exhibit Fee.). A Force Majeure event includes, but is not limited to, fire or any other unforeseen occurrence that renders the Exhibition Place unsafe or unfit for use, strikes, work stoppages, quarantine, epidemic, pandemic, earthquakes, nuclear accidents, hostilities, acts of terrorism, civil commotion, blockage or embargo, or acts of God.

15. The parties agree that RAWF's responsibility to the Exhibitor on any suspension, cancellation or termination of The Royal shall be limited to such partial refund, if any, and the Exhibitor hereby irrevocably releases RAWF from any further claim for loss or damage due to such change, cancellation, or termination, including indirect and consequential losses.

Release and Indemnity

16. In this section, all reference to the parties released and indemnified shall be deemed to include reference to directors, officers, employees, volunteers, and agents of those parties:
 - a. The Exhibitor agrees that all persons and property within its Exhibit Space are at the sole risk of Exhibitor. Unless caused by RAWF's gross negligence or willful misconduct, the Exhibitor hereby releases RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto and Enercare Inc. from any and all liability from any loss or damage to any such persons or property howsoever caused. The Exhibitor acknowledges that RAWF does not assume any liability with respect to the actions, omissions or claims of any other Exhibitor or of any patron of The Royal, and hereby releases RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto and Enercare Inc. from any claim in any such instance. The Exhibitor further hereby releases RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto and Enercare Inc. from any loss or damage to persons or property caused or contributed to by any electrical, mechanical or structural defect in the buildings or premises of RAWF or Exhibition Place.
 - b. Unless caused by RAWF's gross negligence or willful misconduct, the Exhibitor further releases RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto and Enercare Inc. from any and all liability or claims for damages, loss, or other expenses experienced by the Exhibitor and related in any way to the performance of the Agreement.
 - c. The Exhibitor irrevocably agrees to indemnify and save harmless RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of

Toronto and Enercare Inc. from and against any and all action, damages, claims, and demands which may be brought against RAWF, Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto, or Enercare Inc. by any third party due to the injury or death of any person and/or the loss of or damage to any property, which injury, death, loss and/or damage arises out of the Exhibitor's use of the Exhibit Space or any activity, action, neglect of the Exhibitor or of those for whom the Exhibitor is in law responsible, whether within the Exhibit Space or elsewhere on The Royal or Exhibition Place premises. The Exhibitor further and irrevocably agrees not to make any claim or take part in any proceedings against any individual, partnership, association, trust, unincorporated organization or corporation with respect to any matter which may have arisen from or by virtue of Exhibitor's participation in The Royal and in which any claim could arise against RAWF or Exhibition Place, the Board of Governors of Exhibition Place, City of Toronto and Enercare Inc. for contribution or other relief.

- d. Neither party is responsible for indirect, special or consequential damages of the other party.
- e. This section will survive the expiration or other termination of the Agreement and remains binding.

Exhibit Space – Assembly/Disassembly

- 17. All Exhibits must be approved by RAWF for exhibition and/or sale by the Exhibitor during The Royal. The Exhibitor will construct the Exhibit in the Exhibit Space with the structure and/or method for display of goods, services, and products as stipulated in this Agreement. RAWF reserves the right to reject or prohibit Exhibits, or any part of Exhibits which RAWF, in its sole discretion, considers objectionable, dangerous, or are not within the mandated parameters of The Royal.
- 18. The Exhibitor must set up the Exhibit in the Exhibit Space during the Move-In Time meaning the date and time that will be stipulated by RAWF during which Exhibitors must set-up their Exhibits in their Exhibit Space. The Exhibitor agrees that no display will be dismantled or goods removed during the entire length of The Royal without prior written consent of RAWF. The Exhibitor must remove the Exhibit from the Exhibit Space and Exhibition Place during the Move Out Time meaning the date and time that will be stipulated by RAWF during which Exhibitors must remove their Exhibits from their Exhibit Space and Exhibition Place.
- 19. If the Exhibitor has not removed the Exhibit from the Exhibit Space and Exhibition Place on or before the date and time that will be stipulated by RAWF as the Final Pick Up Date meaning the date by which Exhibitors must claim any

of their property remaining on The Royal or Exhibition Place premises, RAWF will dispose of the Exhibit as it sees fit without liability to the Exhibitor. Any extra costs incurred by RAWF in doing so will be charged back to the Exhibitor.

20. Exhibitors are responsible to RAWF for the cost of any repairs to the Exhibit Space or any part of The Royal or Exhibition Place premises, which repairs are necessitated by any act or omission of the Exhibitor, its employees, contractors, patrons or guests. Exhibitors must, upon demand, immediately reimburse RAWF for any such costs. Concerns include carpet tape that does not leave glue residue and tape on walls, etc.
21. The Exhibitor must inspect the Exhibit Space upon Move-in Time and must immediately notify RAWF of any damage existing in or around the Exhibit Space at the time of this inspection. Any defect, potential danger or other problem with the Exhibit Space arising during The Royal must be brought to the immediate attention of RAWF. Exhibitors will be responsible for any damage in or around the Exhibit Space identified by RAWF during its post-fair inspection and not identified by the Exhibitor in accordance with this section.
22. A representative of RAWF will inspect the Exhibit Space following removal of the Exhibitor's property, in the presence of the Exhibitor, if so requested, and will, if so requested, provide the Exhibitor with a sign-off of the condition of the Exhibit Space. Without such a sign-off, the Exhibitor remains responsible to RAWF for the cost of any repairs that RAWF deems are required to the Exhibit Space following departure of the Exhibitor and must reimburse RAWF for any such costs immediately upon demand.
23. Exhibitors are not permitted to paint, nail, drill, or attach any items by any means into floors, walls*, ceilings or any part of The Royal or Exhibition Place premises. *Hard Wall Artisan spaces are designed to rig/attached as needed. This can include nails, drilling etc. with pre-approval of RAWF.
24. In order to ensure quick and clean set-up, all exhibit booths, displays, signage and decorations must be pre-fabricated, pre-fitted and ready prior to move-in for installation. Any requirements for cutting, painting, finishing or other such activities on site must be pre-approved by RAWF, and all on site labour costs are the sole responsibility of the Exhibitor.
25. Exhibitors must abide by all labour relations agreements in force between RAWF and any union, contractor or the Building Construction Trades Council of Toronto and Vicinity (the "Building Council"). Any contractors used by an Exhibitor must be, and employ only, members in good standing of the Building Council.

26. Exhibitors must abide by the Ontario Electrical Safety Code, being Ontario Regulation 794/80, and the Canadian Electrical Code, CSA C22.1 both of which requires that all electrical equipment and/or merchandise must be approved before it may be sold, used or disposed of in Ontario.

Exhibit Space – Operation

27. All Exhibits must be contained wholly within the Exhibit Space. The Exhibitor agrees to set up the Exhibit in the Exhibit Space, to limit the activities carried out by it during The Royal to the Exhibit, and to carry out such activities only within the Exhibit Space. Undue emissions from Exhibits, including noise, light, or smell, or dangerous or unseemly activities or demonstrations employed while operating Exhibits will not be tolerated. Audio-visual equipment, animated displays, visual aids, or other audio or visual presentations or devices must be operated so as not to inconvenience or interfere with other Exhibitors or the public. RAWF reserves the right to remove any equipment or other device that it, in its sole discretion, deems to contravene this provision.
28. The Exhibitor must staff and operate the *Exhibit* during all operating hours of *The Royal* (which operating hours will be stipulated by RAWF in the *Commercial Booth Operations, Rules and Requirements Manual* and/or the Commercial Exhibitor Kit & Guidelines at <https://www.royalfair.org/commercial-exhibitor-kit-guidelines/>).
29. Suppliers, designated by RAWF to be “Exclusive Official Suppliers”, shall have priority over all other Exhibitors, regardless of any prior agreement between RAWF and the Exhibitor. RAWF reserves the right to take such steps and adopt such measures as RAWF, in its sole and absolute discretion, deems necessary to ensure that this Agreement gives priority to the interest of “Exclusive Official Suppliers”. The sole and absolute discretion of RAWF includes, but is not limited to, relocation of Exhibit Space, adjustment to size of Exhibit Space and/or termination of the Agreement, at any time.
30. Exhibitors are expected to conduct themselves in a professional manner in their dealings with other exhibitors, attendees and The Royal staff. Products and services are to be promoted on their own merits rather than through comparison with competitive products. Exhibitors may not unreasonably adjust prices, use derogatory language or behaviour towards other businesses or alter their Exhibit to negatively impact another business. Exhibitors failing to conduct business in a professional manner may be removed from the event at the sole discretion of RAWF.

31. Marketing groups, direct sales groups and demonstration product sales may not use tactics (verbal or otherwise) to distract members of the visiting public from aisles or neighbouring booths. Valid certificates of approval for sale in Canada must be supplied. Products deemed faulty, or not functioning in the manner to which products are demonstrated must be fully refundable to consumers with proof of purchase. Aggressive sales tactics are strictly prohibited.
32. The Exhibitor acknowledges that The Royal and its premises, including the Exhibit, may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes RAWF and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of The Royal, and agrees to execute any additional release presented by RAWF in connection with such activity or to give effect to this provision. The Exhibitor agrees that RAWF may, and hereby irrevocably grants to RAWF the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Royal participants. Exhibitor hereby releases RAWF and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph, and specifically waives any statutory restriction on waivers of future claims or moral rights.
33. Except as expressly approved by RAWF and included in this Agreement, the Exhibitor may not promote the goods, wares or services of any third parties. Without limiting the foregoing, the Exhibitor may not hand out coupons, samples or other materials belonging to or promoting the wares, goods or services of third parties; permit the participation of any third party in any part of an Exhibit; or display at The Royal any business names or logos other than those of the Exhibitor.
34. An Exhibitor may not use, advertise or display the name or logo of The Royal, including advertising the appearance of the Exhibitor at The Royal, in any form or on any articles or materials sold or distributed by Exhibitor without the express written permission of RAWF, which permission shall not be unreasonably withheld.
35. No contest, draw or other promotion may be held at The Royal without the written approval of RAWF. Such approval may be granted subject to the following conditions:

- a. All ballot and entry forms and any changes thereto must be approved by RAWF;
 - b. The terms and conditions for participating in any contest or promotion, including any awards of prizes, must be clear and unambiguous, and clearly stated on all ballot and entry forms;
 - c. There can be no obligation on the part of the winner of any contest or promotion. Without limiting the forgoing, awards or prizes which are conditional upon the placing by the winner of an order, or which represent a credit to be applied by the winner as part payment for any order, are not permissible;
 - d. The Exhibitor must ensure that all entry forms or ballots completed during The Royal are turned over to RAWF for destruction at the conclusion of the promotion;
 - e. The Exhibitor may not retain or provide any other party with a list of contest or promotion participants for future promotion or contact. Despite the fulfillment of these conditions, the granting of approval under this provision is in the absolute discretion of RAWF, and approval may not be unreasonable withheld.
36. Exhibitors shall not offer RAWF employees any complimentary gifts, gratuities or any item of value without charge.
37. An Exhibitor must maintain its Exhibit and its Exhibit Space in a presentable, neat, orderly, and hazard free condition at all times. No gasoline, explosives, propane, open flames or other dangerous substances or materials are permitted in the Exhibit Space. All boxes, containers and refuse must be removed from sight. Balloons or other inflatable devices that are used for promotional purposes are not permitted. Cost associated with removal of such items from the ceiling will be to the Exhibitor's account.
38. The name of the Exhibitor as stated on this Agreement must be clearly displayed at all times. All signage must be of professional appearance. Handwritten signage is not permitted.
39. RAWF or any safety inspector designated by it or by any legislative authority shall at all times have the right to enter upon and inspect the Exhibit Space and any part of the Exhibit. In the event of a problem, the Exhibitor shall repair the problem immediately, and to the satisfaction of RAWF. Failure on the part of the

Exhibitor to meet any safety requirements shall be construed as a breach of this Agreement and RAWF shall be entitled to terminate the Agreement.

General Terms

- a) This Agreement, which includes the completed Online Application to The Royal, the Commercial Exhibitor Agreement, Schedule “A” - Terms and Conditions of Participation in The Royal, and, if applicable, Schedule “B” – Approved Exhibit, will constitute the entire agreement between the Exhibitor and RAWF concerning its subject matter, and may only be modified in a writing signed by the parties. RAWF’s rights under this Agreement are not deemed waived except as specifically stated in writing and signed by RAWF. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. RAWF is entitled to recover reasonable legal costs in any action to enforce this Agreement.
- 40. This Agreement enures to the benefit of and is binding on the heirs, executors, successors, and assigns of the Exhibitor and RAWF.
- 41. The Agreement is not transferable except that RAWF may assign this Agreement or its responsibilities to any other party. Subletting of an Exhibit Space by the Exhibitor is strictly prohibited.
- 42. Nothing in this Agreement shall be construed as constituting the Exhibitor and RAWF partners, joint venturers, or agents of one another.
- 43. This Agreement and any disputes that may arise in connection with it shall be interpreted and governed in accordance with the laws of the Province of Ontario, and the Exhibitor expressly attorns to the jurisdiction of the Ontario courts in connection with this Agreement.
- 44. The Exhibitor acknowledges its right to seek independent legal advice regarding the Agreement.