

## Schedule "A"

### Ottawa Valley Farm Show 2019

A division of the Ottawa Valley Seed Growers Association

#### TERMS AND CONDITIONS

##### Eligible Exhibits

1. The Association reserves the right to determine the eligibility of any company or product for inclusion in the Farm Show.
2. The Association reserves the right to assign to the Exhibitor a booth other than the one described in the Invoice & Contract.
3. No Exhibitor may sublet the booth assigned to it, or any portion thereof, without written consent of the Association.
4. The Association reserves the right to remove exhibits, or any part thereof, including printed materials, products, signs, lights, or sound and to terminate the right of the Exhibitor, or its personnel, to occupy or use the booth assigned to it at the Farm Show if, in the Association's judgment, the conduct or presentation of the Exhibitor is objectionable to other show participants.

##### Exhibit Space

5. The exhibitor is required to comply with the Fire Code, being Regulation 213/07 under the Fire Prevention and Protection Act, 1997, as amended.
6. All flammable decorations of the Exhibitor must be flame proofed.
7. No decorations of any kind may be placed in the exhibit area unless approved by the Association.
8. The Association reserves the right to allocate booths with backdrops to outside wall space.
9. No division between booths shall exceed three feet in height.
10. All sides and surfaces of exhibits (booths and signs) which are exposed to view by those attending the Farm Show must be properly finished and decorated.
11. The Exhibitor agrees to confine its presentation and staff to the contracted space only, and to staff its booth throughout show hours.
- 11.b. The Exhibitor agrees to confine its materials to the contracted space, and to make arrangements to store shipping crates and moving materials outside or offsite.

##### Damage or Defacing of Building

12. The Exhibitor is liable for any damage or defacing to the EY Centre (including but not limited to, tire shine and/or oil stains) resulting from the Exhibitor's operations.
13. The Exhibitor may not apply paint, lacquer, adhesive or any coating to any part of the EY Centre, including the floor.

##### Noise and Odours

14. During the hours in which the Farm Show is operating, the Exhibitor may not undertake work or operations which, in the judgment of the Association, produces excessive noise or objectionable odours.

##### Electrical Service and Equipment

15. Any electrical service in the booth rented by the Exhibitor must be installed by an installer approved by the EY Centre.
16. Electrical equipment or equipment with electrical controls for attachments must be approved by the Canadian Standards Association and stamped with that organization's stamp of approval.

##### Indemnity and Insurance

17. The Exhibitor agrees to indemnify and hold harmless 2256240 Ontario Inc. (being the beneficial operator and owner of the building known as "the EY Centre"), its directors, officers, employees, agents, volunteers, members

and independent subcontractors against any liability to anyone for bodily injury or death, or for loss of or damage to property and any consequent financial losses, arising from the Exhibitor's operations at the Farm Show; or from the failure of the Exhibitor, its directors, officers, employees, or agents to comply with the Rules and Regulations of the EY Centre.

18. The Exhibitor agrees to indemnify and hold harmless the Association, its directors, officers, employees, agents, volunteers, members and independent subcontractors against any liability to anyone for bodily injury or death, or for loss of or damage to property and any consequent financial losses, arising from the Exhibitor's operations at the Farm Show; or from the failure of the Exhibitor, its directors, officers, employees, or agents to comply with any of the terms of this Agreement.

19. The Exhibitor agrees to obtain the insurance specified in **Schedule "B"** to this agreement, entitled, "**Exhibitor Insurance Requirements**".

#### Payment

20. Payment for rental of an exhibit booth is due upon return of the signed contract by the designated due date unless the Association otherwise agrees in writing.

21. In the event that the Exhibitor fails to occupy its booth by 9:00 am on the first day of the Farm Show, it will forfeit its right to occupy such space during the Farm Show. The space may, at the option of the Association, be occupied by the Association or be re-let to another exhibitor.

22. If, more than two weeks prior to the first day of the Farm Show, the Exhibitor provides to the Association written notice that it does not intend to proceed with its exhibit, the Association will refund one half of any monies already paid hereunder and this agreement shall thereafter be null and void. The parties agree that such payment shall not be considered a penalty but shall constitute the liquidated damages of the Association for the Exhibitor's cancellation of its booth rental.

23. If the Exhibitor provides to the Association written notice that it does not intend to proceed with the exhibit and that notice is provided at a time two weeks or less prior to the first day of the Farm show, the Exhibitor will forfeit to the Association all monies paid hereunder, which the parties agree shall not be considered a penalty but shall constitute the liquidated damages of the Association for the Exhibitor's cancellation of its booth rental.

#### Protection

24. The Association is not responsible to the Exhibitor or its directors, officers, employees, agents or customers, volunteers, members or independent subcontractors, for any goods or materials left at the EY Centre at any time.

#### Power Equipment

25. All machines must be serviced outside the EY Centre, including adding fuel or lubricants.

26. Exhibitors of motor vehicles or gasoline-powered equipment are required to limit the storage of fuel to 5 gallons/22.7 litres and to take precautions to render the vehicle inoperable (e.g., lock-on type gasoline caps and disconnection of batteries). Please refer to EY Policy on Motorized Vehicles (appended).

27. Running of displayed vehicles is prohibited.

#### Dismantling of Display and Equipment

28. The Exhibitor agrees that it will not dismantle its displays or remove its goods before **4:30 pm** on the last day of the Farm Show. The Exhibitor also agrees to remove its equipment and appurtenances from the EY Centre by **8:00 pm** on the final day of the Farm Show. The Exhibitor further agrees that in the event of its failure to do so, the Association may do so on its behalf at the Exhibitor's cost.

#### Conducting a Draw

29. If the Exhibitor intends to conduct a draw of any nature while exhibiting at the Farm Show, it must report such intention to the Association and agrees to comply with all rules and regulations of 2256240 Ontario Inc., the EY Centre, the City of Ottawa and any other authorities regulating such activities.

#### Soliciting, Samples and Souvenirs

30. Distribution of samples, souvenirs and promotional material as well as soliciting of business must be confined to the Exhibitor's own space. This includes, but is not limited to flyers, catalogues, and coupons. Such activities are

not permitted in the aisles, restaurants, registration areas, hallways or other exhibits. Use of the Ottawa Valley Farm Show logo on promotional materials is strictly prohibited without written consent of the Ottawa Valley Seed Grower's Association. Exhibitors wishing to enter another exhibitor's area may do so only with permission of that exhibitor.

#### Prohibited Acts

31. The Exhibitor shall not permit any child or children under the age of sixteen to be admitted to the EY Building or Lands during any move-in or move-out of the Farm Show provided, however, that this prohibition shall not apply to any nursing infant so long as the infant remains under the physical control of its mother at all times.

#### General

32. The Exhibitor agrees to conduct its operations at the Farm Show, and in the booth rented by it, in accordance with the Rules and Regulations of the EY Centre, including but not limited to the EY Centre policy for Motorized Vehicles (appended).

## **EY CENTRE POLICY ON MOTORIZED VEHICLES**

All vehicles must abide by the arrival and departure schedules and procedures established by the centre.

Any vehicle that drips oil or other staining solutions may not be operated within the Centre without a drip pan or dry absorption powder. Responsible parties will be charged cleaning or replacement costs for staining solutions that are not removed.

No motorized vehicle may be operated on carpeted areas under any circumstances. Exceptions may be authorized by the Operations Manager. When motorized vehicles are approved for use on carpeted areas, a protective sheet of Visqueen, tarpaulin or a comparable material must be used to eliminate damage from leaks of gas, oil, etc.

All vehicles displayed in the Centre must use drip pans and have pads under all tires. Fuel tanks containing fuel or propane, or which have ever contained fuel or propane, shall be less than ½ full. Caps for fuel tank fill pipes shall be of the locking type and be kept locked to prevent viewer inspection. If they cannot be locked they will be taped shut.

The electrical system shall be de-energized by either removing the battery, or disconnecting both battery cables and covering them with electrical tape or other similar insulating material. The fuse to the starter must also be disconnected.

Vehicles containing propane may be driven in and positioned. The engine should remain running with the valve shut off. Allow the engine to run until the fuel in the fuel line is used up before turning the ignition off.