

Schedule "A"

Ottawa Valley Farm Show 2023

A division of the Ottawa Valley Seed Growers Association

TERMS AND CONDITIONS (as of May 12, 2022)

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 or share 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, or any successor legislation.
6. Only non-flammable or flame retardant treated materials may be used for table skirting or exhibit drapes. No flammable materials such as tissue paper, crepe paper, hay, etc., shall be used for decorations or advertising in the Building. All such materials to be used for decorative or advertising purposes must first be treated with flame retardant and use shall be in accordance with the Ottawa Fire Department's Fire Regulations governing Exhibits and Displays in public buildings. The Exhibitor shall not use oils, burning fluids, camphene, liquid oxygen, ethylene, propane, kerosene, naphtha or other flammable gases for either mechanical or other purposes or any other agent other than electricity for illuminating exhibits or decorations in the Building. No open flames will be allowed in the space or the Building without written consent of the Ottawa Fire Department.
7. No decorations of any kind may be placed in the exhibit area unless approved by the Association.
8. To ensure line of sight considerations for neighbouring exhibitors, the following rules must be adhered to:
 - a. Exhibited machinery, equipment or other items that are under 3 ft. tall may be displayed up to the front booth line;
 - b. Exhibited machinery, equipment or other items that are between 3 ft. and 8 ft. tall must be placed 4 ft. back from the front booth line; and
 - c. Exhibited machinery, equipment, or other items that are over 8 ft. tall must be 8 ft. back from the front lot line.
 - d. No exhibited machinery, equipment, or other items may exceed 16' without written consent of the Association.
9. The Association reserves the right to allocate booths with backdrops to outside wall space.
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 within the Show terms and conditions, and to maintain a staff in the booth space throughout show hours.
12. 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.
13. The Exhibitor will be responsible for supplying all equipment necessary for the exhibit, including carpet, drape, furniture, and electrical services.
14. Helium or lighter-than-air- balloons are prohibited outside the building. Such balloons may be installed within the Building if they are tethered to a fixed object and are no larger than thirty-six (36) inches in diameter. At the end of the Event, the Exhibitor is responsible at its sole cost for the removal of all such balloons hanging

loose from the ceiling or found anywhere in the Building. All helium tanks brought into the EY Centre must be chained to a three –wheel dolly prior to transporting within the building and are to be stored and secured in an upright position.

15. Glitter and confetti are strictly prohibited.

Damage or Defacing of Building

16. 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. The Exhibitor will provide protective floor covering under any exhibits, vehicles, staging and storage of materials that may damage the floor of the facility. Alterations to any part of the Facility, or item of furniture or equipment forming part of it are not permitted. This includes the drilling of holes, insertion of nails, screws, tacks, hooks, and the attachment of any masking, duct or scotch tape to surfaces of the facility. Damages caused by any of these actions will be billed directly to the Exhibitor.

17. The Exhibitor may not apply paint, lacquer, adhesive or any coating to any part of the EY Centre, including the floor.

Noise and Odours

18. 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 odours that are deemed to be destructive or disruptive to the Show, its Exhibitors or its visitors.

Electrical Service and Equipment

19. Any electrical service in the booth rented by the Exhibitor must be installed by an installer approved by the EY Centre.

20. 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

21. 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:

- a. the Exhibitor’s operations at the Farm Show; or from
- b. the failure of the Exhibitor, its directors, officers, employees, or agents, volunteers, members and independent subcontractors to comply with the Rules and Regulations of the EY Centre.

22. 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:

- a. the Exhibitor’s operations at the Farm Show; or from
- b. the failure of the Exhibitor, its directors, officers, employees, agents, volunteers, members, and independent subcontractors to comply with any of the terms of this Agreement.

23. a. The Association shall not be responsible for any injury or loss however caused that may arise or come to the Exhibitor or its employees, agents, customers, independent contractors, persons on the Lands because of the presence of the Exhibitor or to any goods from any cause whatsoever, and

b. the Exhibitor shall indemnify and hold harmless the Association against all liability, claims, penalties, damages, expenses, costs and judgements by reason of any injury whatsoever to person or property of any nature and however caused, made by the Exhibitor’s employees, agents, customers, independent contractors, or persons coming on the Lands, Space and/or building because of the presence of the Exhibitor or at the Exhibitor’s invitation, expressed or implied.

24. The Exhibitor agrees to obtain the insurance specified in **Schedule “B”** to this agreement, entitled, “**Exhibitor Insurance Requirements**”.

Payment

25. 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.
26. 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.
27. 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.
28. 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

29. 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

30. All machines must be serviced outside the EY Centre, including adding fuel or lubricants.
31. Exhibitors of motorized vehicles or fuel powered equipment are required to limit the storage of fuel (including propane) and to take precautions to render the vehicle or equipment inoperable. Please refer to EY Centre Policy on Motorized Vehicles (appended on page 4).
32. Running of displayed vehicles is prohibited.

Dismantling of Display and Equipment

33. 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

34. 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, Promotions, Samples and Souvenirs

35. 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 Growers Association. Exhibitors wishing to enter another exhibitor's area may do so only with permission of that exhibitor.
36. Sales, promotions, competitions, and contests conducted by Exhibitors in conjunction with their display must be free of any obligation on the part of the winner. Prize winners must not be required to place an order before collection of the prize offered. The schedule of prizes and terms of the competition must be clearly stated on the entry form. All such competitions must be approved by Show Management at least three (3) weeks before the Show. It is the responsibility of each Exhibitor to ensure contests comply with all existing government regulations.

37. Distribution of samples are subject to approval by the Association and must be accompanied by an EY Exhibitor Authorization Form for Food and Beverage Sample or Sale.

Prohibited Acts

38. 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 his or her guardian at all times.

General

39. 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).

Special Terms and Conditions

40. The Show Rules and Regulations are accepted by the Exhibitor and shall be incorporated as part of this Agreement and the Exhibitor agrees to be bound thereby. In the event of any conflict, discrepancy, or inconsistency between the provisions of the Agreement and the Rules and Regulations, the provisions contained in the Agreement shall govern.

41. This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein.

42. The Association shall not be responsible for any loss or damage whatsoever resulting from failure to perform its obligations under this Agreement in whole or in part as a result of riot, strike, labour dispute, acts, regulations or orders of governmental authorities, civil disorder, act of war, act of terrorism, failure of facilities, earthquake, storm, fire, flood or other acts of God or any reason of any kind whatsoever beyond the reasonable control of the Association ("Force Majeure Event") and if the Association cancels due solely to a Force Majeure Event, its sole and exclusive remedy shall be a refund of the Exhibitor Fee less any and all costs incurred by the Association in connection with this Agreement.

43. All aforementioned clauses are subject to changes in requirements of the hosting facility.

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.