



# CANADA'S OUTDOOR FARM SHOW

# CONDITIONS OF CONTRACT

1. In the event that Canada's Outdoor Farm Show 2023 is cancelled due to COVID-19, exhibitors will receive a 100% refund. If COFS or the Exhibitor cancels for any other reason outside of COVID-19, our standard terms and conditions will apply as follows. This agreement may be cancelled by either party provided written notice is received by the other at least six months prior to the first day of the Expo in which case all monies paid by Exhibitor will be refunded. If Exhibitor cancels prior to ninety (90) days before the Expo, Exhibitor will be liable for 50% of the total contracted space costs, plus applicable taxes. If Exhibitor cancels within ninety (90) days prior to the Expo, Exhibitor will be liable for 100% of the total contracted space, plus applicable taxes. In the event COFS is cancelled for any reason, Exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of COFS Management shall be to return to each Exhibitor space sale payment, less Exhibitor prorated share of all costs associated and expenses incurred and committed by COFS Management. By cancelling this agreement Exhibitor forfeits all rights or claims to the allocated space and COFS Management is free to rent it to others and collect the cancellation charge as liquidation damages.
  2. Exhibitor agrees to abide by all the regulations and rules adopted by GVIC Communications Corp., doing business as Canada's Outdoor Farm Show™ ("COFS and/or COFS Management") in the best interest of the Expo, and agrees that COFS Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Expo.
  3. Exhibitor will be liable for and will indemnify and hold harmless COFS Management from any loss or damages whatsoever as a result of any person or company including, without limiting the generality of the foregoing, Exhibitor, other Exhibitors, COFS Management, the owner of the property and their respective agents, servants and employees and members of the public attending the Expo, either on the exhibit space or elsewhere if said loss or damages arose or were in any way connected with the Exhibitor's occupancy, Exhibitor staff or third-party contractors hired by the Exhibitor of said space.
  4. As an Exhibitor at COFS, every exhibiting company, organization and agency shall hold harmless Overpass Farms Inc., Regional Municipality of Corman Park, GVIC Communications Corp. and/or its affiliates from any claims whatsoever that may be made by any person or corporation in relation to the use of the site including site visits or demonstrations by its supporting companies.
  5. Exhibitor shall secure and furnish evidence of comprehensive general liability insurance with a limit not less than \$2,000,000 inclusive including coverage for premises and operations, products and completed operations. Exhibitor is responsible for the cost and placement of all insurance related to any potential loss or damage resulting from participating in the Expo. It is recommended to Exhibitors that valuable, easily transportable items be removed from the site nightly.
  6. Space contracted by Exhibitor represents a non-exclusive licence to occupy such space and may not be sublet without the prior written permission of COFS Management.
  7. COFS Management reserves the right to alter or change the space assigned to Exhibitor.
  8. COFS Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed material, products, signs, lights or sound, and to expel Exhibitor or its personnel and to immediately cancel this agreement if, in COFS Management's opinion, their conduct or pre-sentation is objectionable to other Expo participants or if Exhibitor or anyone on its behalf makes any deception or misrepresentation as to the products or services offered.
    - a. Exhibitor is responsible for complying with all applicable federal, provincial and municipal laws and licences with respect to its products and exhibit. This includes and is not limited to: labour legislation and temporary and foreign worker legislation and immigration requirements while working at the exhibits.
    - b. Exhibitor is responsible for collecting and remitting to the appropriate government authorities all sales and other taxes as applicable with the respect to the sale of products, or services from the exhibit or concession(s).
    - c. Exhibitor will provide all government inspectors or agents all information required in the conduct of their investigations and will not impede or overrule the work of any government inspector in any area of their jurisdiction.
    - d. If Exhibitor uses any type of fuel such as gas, oil or propane in its exhibit or concession location(s) Exhibitor shall contact the local fire department to discuss all matters pertaining to the installation of such equipment.
    - e. Exhibitor will not dispense, whether for a price or free of charge, any food or beverage from any common space, roadway, aisle, or contracted space except as specifically provided for in this agreement.
    - f. Exhibitor shall not conduct a free draw unless prior approval from COFS Management has been obtained. All free draw tickets and stubs must contain the name of the company conducting the free draw and a sample of the same must be provided to COFS Management. Exhibitor will provide COFS Management with the name of the winners of any free draw conducted. The Exhibitor is responsible for conducting all free draws in accordance with applicable laws, including *Criminal Code* (Canada) and *Competition Act* (Canada) requirements.
    - g. The selling of raffle tickets or soliciting of donations by Exhibitor from any common space, road-way, aisle or contracted space is prohibited except as specifically provided for in this agreement.
  9. Exhibitor agrees to confine the presentation within the contracted space only and within the Expo rules and regulations and to maintain a staff member in Exhibitor's booth space at all times. Exhibitor further agrees to place display/exhibit so line of sight is maintained for neighbouring exhibit.
    - a. No Exhibitor shall move its exhibit location, unless approved by COFS Management.
    - b. No Exhibitor will enter or move items from another exhibitor location.
  10. Exhibitor assumes the risk of exhibiting and should any exhibit or part thereof or any property in connection therewith be injured, lost, stolen, damaged, from any cause whatsoever before, during the Expo period or after the Expo closing, COFS Management is not liable therefore in any matter whatsoever. All goods shipped to the Expo must be clearly marked with the name of Exhibitor and the location of Exhibitor space. Goods must not be shipped to the Expo for shipping charges to be paid on arrival as these will not be accepted by COFS Management.
  11. Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Expo but must remain intact until the closing hour of the last day of the Expo. Exhibitor also agrees to remove exhibit, equipment and appurtenances from the Expo site by the final move-out time limit, or in the event of failure to do so, Exhibitor agrees to pay for such additional costs as may be incurred.
  12. COFS Management reserves the right at its sole discretion to change the location and date or dates upon which the Expo is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, COFS Management shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of COFS Management whether similar to or dissimilar from the cause enumerated herein. In the event that the exhibit space to be used by Exhibitor is in any way rendered unusable, Exhibitor shall pay for such space only for the period during which it was or could have been used as determined with the sole discretion of COFS Management. In the event that Canada's Outdoor Farm Show 2023 is cancelled due to COVID-19 regulations exhibitors will receive a 100% refund.
  13. COFS Management reserves the right to cancel this agreement and withhold possession of exhibit space if Exhibitor fails to perform any material condition of this agreement or refuses to abide by the Expo rules and regulations, in which case Exhibitor shall forfeit as liquidation damages and space rental payments made by Exhibitor and any further occupancy of such space.
  14. Exhibitor agrees to observe agreements between COFS Management, and any official contractors or local unions serving companies on the Expo site according to the labour legislation of the jurisdiction in which the COFS site is located.
  15. All electrical service and tent rentals must be arranged through the official Expo suppliers.
  16. Exhibitor shall not disturb the exhibit space (drilling, digging, trenching, etc.) without obtaining written approval and on-site authorization from COFS Management. All damages, losses or claims whatsoever arising from disturbing or interfering with the space of other Exhibitors will be the sole responsibility of Exhibitor.
  17. Exhibitor must obtain written approval from COFS Management before the showing of any live entertainment, or the use of live animals.
  18. COFS Management shall not be held responsible for any damages, injury, loss, cost or theft, however caused, relating to livestock brought on site. This clause remains in effect whether or not such injury, damage or loss resulted from or was contributed to, directly or indirectly, by the acts or omissions of the COFS Management.
  19. Canadian Cattle Identification Agency: COFS Management requires all Exhibitors to ear tag EVERY animal for identification relating to health purposes.
  20. COFS Management shall govern the importation, purchase, type, spreading and removal of all ground material, such as, but not limited to bark, gravel, sawdust, wood chips, etc.
  21. Exhibitor Site Clean Up – COFS has a "site clean-up fee" to assist with the cost of cleaning remaining shavings, woodchips, mulch, other debris and completing any major turf repairs for Exhibitors lots that need additional post Expo attention. Any site requiring clean up will be subject to this fee.
  22. Expo Move Out – All equipment and related exhibit items are to be removed from the farm expo site by September 29, 2023. A daily fee will be charged for any equipment/items remaining after that date. An additional fee will also be charged if COFS is required to assist loading any equipment/items.
- See complete Expo move out details and rates in the COFS Exhibitor Manual available in April.
- GENERAL PRIVACY CLAUSE.** COFS and its parent company GVIC Communications Corp. requests that all Exhibitors adhere to the requirements of the Personal Information Protection and Electronic Documents Act, enacted in January 2004, especially as it pertains to collection of personal information on all attendees and/or other Exhibitors at COFS. All Exhibitors at COFS collecting any personal information during the Expo should outline in writing what personal information is to be collected, why the information is being collected, how the information will be used, who will have access to the personal information, and how long the information will be retained. Consent must be secured in all cases according to the Privacy regulations.

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