

**ERIN AGRICULTURAL
SOCIETY**

184 Main Street, P.O. BOX
906Erin, Ontario, N0B 1TO
Tel.: 519-833-2808 Email: info@erinfair.ca

**EXHIBITOR/LESSEE
AGREEMENT**

B E T W E E N:

ERIN AGRICULTURAL SOCIETY
(LESSOR)

-and-

(EXHIBITOR/LESSEE)

This Agreement is entered into between the EAS and the Exhibitor/Lessee.

1. INTERPRETATION

For the purposes of this Agreement:

- i. The Lessor, the Erin Agricultural Society shall be referred to as the “EAS”, wherein EAS means the executive, the directors, management, employees, agents, contractors, judges and volunteers of the EAS. Decision making capacity resides with the executive, the directors and the management, and also with employees, agents, contractors, judges and volunteers, where such authority has been granted by the executive, the directors and the management.
- ii. “Management” includes the executive and the directors unless otherwise set out herein.
- iii. “Fairgrounds” means any owned property, leased property or property otherwise under the control of the EAS, whether indoor or outdoor.
- iv. “Exhibitor/Lessee” means any person, organization or entity, entering into this Agreement, and includes lessee, renter, manager, driver, rider, employee or volunteer of the said Exhibitor/Lessee, for the use of the Fairgrounds, or any part thereof, and is hereinafter referred to as “Lessee”.
- v. “Visitor” means any person attending the Fairgrounds and includes a visitor, guest, invitee, whether or not the said Visitor entered upon payment of an entry fee.
- vi. The Management shall have the final and absolute right to interpret and enforce rules and regulations as it sees fit in the interests of safety, security, expediency, and for the enjoyment of the EAS, Lessees and Visitors. Under this broad authority, the EAS may exclude any person or organization from the Fairgrounds at any time. Persons or organizations refusing to vacate upon demand by the EAS shall be considered trespassers and dealt with according to law.

- vii. Damage Deposit means money paid to the EAS upon the EAS and the Lessee entering into this Agreement, to be used to be applied against the cost of property damage and any repairs required to the Fairgrounds caused or occasioned by the Exhibitor or the Lessee's uses of the Fairgrounds. The Damage Deposit is not consideration for this Agreement.

2. LESSEE INFORMATION

COMPANY: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

*LESSEE CONTACT PERSON(S) AND TELEPHONE NUMBER(S) DURING OCCUPANCY OF THE FAIRGROUNDS

THIS AGREEMENT IS FOR

3. THE USE OF THE FOLLOWING FACILITIES (see worksheet – page 9)

Facility	Rental Fee	HST	Total
Exhibits Hall			
Grounds (incl. Fall Fair)			
Dining Hall			
Barns			
Manure Removal			
Equipment			
Other			
TOTAL RENTAL FEE			

PAYMENT AND DEPOSIT: Payment of the Total Rental Fee, including HST, is due and payable to the Erin Agricultural Society before commencement of the rental period, or as otherwise set out herein.

DEPOSIT AMOUNT: \$0.00

BALANCE AMOUNT: (Total Rental Fee) \$ _____

For the purposes of the Lessee Agreement, the Balance Amount of the Total Rental Fee, including HST is due and payable: immediately.

4. RENTAL PERIOD: BETWEEN THE FOLLOWING DATES:

Starting date October 6, 2022 12:01am date
Ending date October 10, 2021 time – 9:00pm

5. REQUIRING A DAMAGE DEPOSIT OF: \$ 0.00 (from section 3, above)

The amount of the Damage Deposit is determined with regard to the Lessee's intended uses of the Fairgrounds and constitutes money to be applied against any damages caused by or repairs required because of the acts or omissions of the Lessee. The Damage Deposit is not a limitation of the Lessee's liability to the EAS. The Lessee is responsible for the care of, and liable for any damage to or repairs required to EAS property. The Damage Deposit or the part of the Damage Deposit remaining following completion of this Agreement, if any, shall be paid to the Lessee thirty days after the completion of this Agreement, wherein the EAS undertakes to assess and give notice of any property damage caused by, or repairs required attributable to the Lessee within the said thirty days. The Damage Deposit is not consideration for this Agreement.

THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL THE DAMAGE DEPOSIT IS RECEIVED BY THE EAS.

6. INSURANCE AND INDEMNIFICATION:

The Lessee is required to have an insurance policy in place to cover risks to the EAS, the Lessee, and Visitors for the term of this Agreement, wherein the term of the Agreement for the purposes of this section includes time for load-in, load-out, set-up, take-down, and while any Lessee property is stored, parked or left in or on the Fairgrounds. The EAS must be a named insured under the insurance policy.

Before entering the Fairgrounds for the purposes of this Agreement the Lessee must provide to the EAS an original insurance certificate of insurance for two million dollars (\$2,000,000.00) each for public liability and for property damage. The Lessee will not be permitted on or in the Fairgrounds for the purposes of this Agreement unless and until this condition is satisfied.

The EAS may require a Lessee to carry excess insurance coverage depending on the uses of the Fairgrounds being made by the Lessee. The EAS may waive or reduce the insurance requirement herein at its discretion.

The Lessee fully indemnifies and saves harmless the EAS from and against all claims and demands, costs, charges and expenses, howsoever incurred, suffered or claimed, arising from any accident, injury or death to any person(s), or for any property damage through or by reason of the Lessee's acts or omissions.

7. FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the

inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or
(c) a party's financial inability to perform its obligations hereunder.

8. SCHEDULES, AMENDMENTS, SEVERABILITY, CASE and GENDER, and AGREEMENT IN WRITING

All schedules attached to this Agreement are deemed to be a part of this Agreement.

Amendments to this Agreement, in writing, replace and/or supercede the printed conditions herein.

Any term or condition of this Agreement that is unlawful or unenforceable may be severed from the Agreement and the remainder of the Agreement shall remain in force. Where the severance of a term or condition would make the Agreement unenforceable, unfair or unreasonable, or incapable of performance by the EAS or the Lessee, the reasonable intentions of the EAS and the Lessee may be considered in the interests of completing this Agreement.

Where case, gender, singularity or plurality are used in this Agreement, such terms are intended to be inclusive and to be interpreted to give effect to the terms of this Agreement.

This Agreement, in writing, is the entirety of the Agreement between the parties. No promise or other representation not part of this written Agreement shall bind the EAS.

COVID-19 AMENDMENTS TO THE AGREEMENT

The Force Majeure shall not include the novel coronavirus COVID-19 pandemic which is ongoing as of the date of the execution of this agreement.

In the event that the EAS or the Lessee is unable to or is delayed in performing its obligations because of the COVID-19 pandemic, the Lessee shall not hold the EAS liable for such failure or delay of performance.

In the event that the EAS or the Lessee is unable to or is delayed in performing its obligations because of the COVID-19 pandemic, which may include changes to the nature of the uses of the Fairgrounds, the Erin Fall Fair, or the cancelation of this Agreement unilaterally by the EAS, the limit of liability of the EAS to the Lessee is the Total Rental Fee as otherwise set out in this Agreement, which may be reduced by any costs incurred by the EAS specifically and particularly related to the Lessee's use or intended use of the Fairgrounds under this Agreement, as determined by the EAS acting reasonably.

9. SCHEDULES TO THIS AGREEMENT (check or write in all schedules to this Agreement and attach)

- Rules and Regulations
- COVID-19 amendments
- Acknowledgement, Declaration, and Waiver of Liability Relating to COVID-19
- Alcohol Service
- Vehicles and Parking
- Waste and Recycling
- _____
- _____

SIGNED, THIS _____ DAY OF _____, 20_____

LESSEE

print name

Signature
 I have authority to bind the corporation

ERIN AGRICULTURAL SOCIETY

print name

Signature
I have authority to bind the corporation

SCHEDULE: COVID-19 AMENDMENTS TO THE AGREEMENT

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In the event that the EAS or the Lessee is unable to or is delayed in performing its obligations because of the COVID-19 pandemic, which may include changes to the nature of the uses of the Fairgrounds, the Erin Fall Fair, or the cancelation of this Agreement unilaterally by the EAS, the limit of liability of the EAS to the Lessee is the Total Rental Fee as otherwise set out in this Agreement, which may be reduced by any costs incurred by the EAS specifically and particularly related to the Lessee's use or intended use of the Fairgrounds under this Agreement, as determined by the EAS acting reasonably.

SCHEDULE: Acknowledgement, Declaration, and Waiver of Liability Relating to COVID-19

This Acknowledgement, Declaration and Waiver applies to every person entering onto Erin Agricultural Society (“EAS”) property, or on any other property or location operated or controlled by the Erin Agricultural Society in any way (the “Fairgrounds”), and is intended to apply broadly and inclusively as notice to every person involved in any way with the activities of the EAS, including but not limited to the Erin Fall Fair, (the “Activities”), and/or participating in any way in the Activities of any kind (the “Participants”).

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is known to spread by contact or airborne means from person to person. Federal, provincial, and municipal governments have imposed certain public health measures and prohibited certain activities in order to reduce the spread of the virus (the “Public Health Requirements”). The EAS is committed to complying with these Public Health Requirements and to put in place and adopt all necessary measures to maintain the health and safety of Participants.

The EAS cannot guarantee that Participants will not be exposed to or become infected by COVID-19. Attendance at the Activities may increase Participants’ risk of exposure to, and risk of contracting COVID- 19,

By entering onto EAS property,

- You acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that you could be exposed to or infected by COVID-19 by participating in the Activities.
- You acknowledge the risk of exposure to COVID-19 and that that risk includes illness or death.
- You acknowledge that your response to COVID-19, the Public Health Requirements, and the rules and requirements of the EAS impacts all Participants.
- You agree to abide by the Public Health Requirements
- You agree to abide by the rules and requirements of the EAS in its response to COVID-19 and the COVID-19 pandemic and the Public Health Requirements.
- You acknowledge that the COVID-19 pandemic and the Public Health Requirements may change from time to time, and that the EAS response to the COVID-19 pandemic and the said Public Health Requirements may change from time to time. You agree to abide by the Public Health Requirements and/or the EAS rules and requirements as they may change from time to time.

- You declare that you are participating voluntarily in the Activities.
- You hereby waive your right to sue or commence or join any legal action of any kind against the EAS, its executive and volunteers in the event that you are exposed to or contract the COVID-19 coronavirus.

This Acknowledgement, Declaration and Waiver will remain in effect throughout 2022, or until the EAS determines that it is no longer required.

This document is in addition to and does not replace other EAS waivers.

Worksheet – Indoor/Outdoor vendors by square footage:

Frontage _____ * Depth _____	_____ ft ²
_____ ft ² * \$1.25 ft ² (Minimum 100 ft ² and multiples of 100 ft ² only)	\$ _____
Hydro/unit - \$50.00 x Number Of 15 amp. 110 Volt Plugs	\$ _____
Subtotal	\$ _____
HST (13%)	\$ _____
Total	\$ _____
Weekend Passes - \$24 * _____ (# needed)	\$ _____
GRAND TOTAL	\$ _____

Worksheet – FOOD vendors by square footage:

Frontage _____ * Depth _____	_____ ft ²
Minimum fee based on 400ft ² .	\$540
Overage – ft ² Needed subtract 400ft ² . If # is greater than 400 multiply by \$1.25 per ft ²	\$ _____
Hydro/unit - \$50.00 x Number Of 15 amp. 110 Volt Plugs	\$ _____
Subtotal	\$ _____
HST (13%)	\$ _____
Total	\$ _____
Weekend Passes - \$24 * _____ (# needed)	\$ _____
GRAND TOTAL	\$ _____