

ERIN FALL FAIR 2023

October 6 to 9, 2023

ERIN AGRICULTURAL SOCIETY

184 Main Street, P.O. BOX 906

Erin, Ontario, N0B 1T0

Tel.: 519-833-2808 Email: fairmanager@erinfair.ca

VENDOR/CONCESSIONAIRE/EXHIBITOR/LESSEE AGREEMENT

BETWEEN:

ERIN AGRICULTURAL SOCIETY

LESSOR

-and-

LESSEE

AGREEMENT

1. INTERPRETATION

For the purposes of this Agreement:

- i. **The Lessor, the Erin Agricultural Society shall herein 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, specific committees, 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. **"EAS Property"** means any owned property, leased property or property otherwise under the control of the EAS, whether indoor or outdoor, and includes real property and personalty.
- iii. **"Fairgrounds"** means any EAS Property on which the Erin Fall Fair is taking place.
- iv. **"Lessee"** means any person, organization or entity, entering into this Agreement, and includes lessee, vendor, renter, manager, driver, rider, employee or volunteer of the said Lessee, for the use of the Fairgrounds or EAS Property, or any part thereof, and is **hereinafter referred to as "Lessee"**.
- v. **"Visitor"** means any person attending the Fairgrounds or EAS Property, and includes a visitor, guest, invitee, whether or not the said Visitor entered upon payment of an entry fee.
- vi. **"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 or EAS Property caused or occasioned by the Lessee's uses of the Fairgrounds or EAS Property. The Damage Deposit is not consideration for this Agreement. The Damage Deposit may be used at the discretion of the EAS as set off against any amounts owing by the Lessee to the EAS.

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**

TYPE OF BUSINESS / PRODUCTS FOR SALE

3. THIS AGREEMENT IS FOR:

- Inside (Tent) Concession Space – see attached Schedule B
- Outdoor Concession Space – see attached Schedule B
- Food Vendor Concession Space – see attached Schedule C
- The use of all or part of the following facilities

| FACILITY | RENTAL FEE | HST | TOTAL |
|-------------------------|------------|-----|-------|
| Exhibits Hall | | | |
| Grounds | | | |
| Dining Hall | | | |
| Barns | | | |
| Manure Removal | | | |
| Equipment | | | |
| Agri dome | | | |
| Vendor | | | |
| Food Vendor | | | |
| North Horse Ring | | | |
| Delaney Horse Ring | | | |
| TOTAL RENTAL FEE | | | |

PAYMENT: Payment of the Total Rental Fee, including HST, is due and payable to the Erin Agricultural Society with submission of this Agreement, or as otherwise set out herein. Payment may be made by money order, certified cheque, or e-transfer to treasurererinfair@gmail.com.

TOTAL RENTAL FEE: \$ _____ PAYMENT DUE: _____
(date)

4. RENTAL PERIOD: BETWEEN THE FOLLOWING DATES:

Starting date _____ time _____

Ending date _____ time _____

5. REQUIRING A DAMAGE DEPOSIT OF: \$ 0.00

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 following completion of this Agreement and/or such determination of any damages caused by or repairs required because of the acts or omissions of the Lessee. The Damage Deposit is not consideration for this Agreement. The EAS may choose to waive the requirement of payment of a Damage Deposit but such waiver shall not relieve the Lessee of its obligations herein. THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNLESS AND UNTIL THE DAMAGE DEPOSIT IS RECEIVED BY THE EAS.

6. SCHEDULES TO THIS AGREEMENT INCLUDE (check applicable schedules)

- SCHEDULE A - Rules and Regulations
- SCHEDULE B – Indoor / Outdoor Concessions
- SCHEDULE C – Food Vendors
- _____
- _____

7. 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 or EAS Property. 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.

GENERAL TERMS AND CONDITIONS

- 8. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied unless expressly incorporated into this Agreement.
- 9. MATTERS NOT ADDRESSED:** In the event that a question or issue arises not addressed in this Agreement, the EAS shall make any determination necessary for the safe and efficient operation of the Erin Fall Fair or such other event as may be taking place on the Fairgrounds pursuant to this Agreement, and such determination shall be final. The EAS shall have the final and absolute right to interpret, amend, and enforce its 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.
- 10. GENDER AND NUMBER:** Wherever appropriate herein, the masculine includes the feminine and the neutral gender and vice versa, and the singular includes the plural and vice versa, in order to give effect to this Agreement.
- 11. AMENDMENTS, ADDENDA, SCHEDULES AND HANDWRITTEN TERMS:** Where terms or conditions have been altered in this Agreement by amendment, addenda, schedule or handwriting, the altered terms or conditions shall be given precedence.
- 12. PUBLISHED RULES, REGULATIONS, REQUIREMENTS AND LIMITATIONS:** Notwithstanding the ENTIRE AGREEMENT condition, above, the EAS may amend or publish rules, regulation, requirements, and limitations, from time to time and Lessees are required to abide by such Rules, Regulations, Requirements and Limitations as if they were terms and conditions of this Agreement, which Rules, Regulations, Requirements and Limitations include, but are not limited to those as set out in the 173rd *Erin Fall Fair - Beyond the Barn Door* booklet.
- 13. GOVERNING LAW, FORUM, AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the Parties hereto hereby irrevocably attorns to the said jurisdiction. And further, any proceedings commenced shall be so commenced at Guelph.
- 14. ASSIGNMENT:** The Lessee shall not transfer, assign or sub-let its rights, interests, or obligations herein, without the prior written consent of the EAS. Any request for consideration to transfer, assign or sub-let under this Agreement must be received by the EAS before August 31, 2023.
- 15. ENUREMENT:** The Parties' rights, interests, and obligations herein shall enure to the Parties' respective successors, permitted assigns, heirs, or other designated or permitted third parties.
- 16. REMEDIES CUMULATIVE:** All rights and remedies of the EAS are cumulative of each other and of every other right or remedy EAS may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
- 17. NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the other Party at the address provided below or such other address as may be specified by such Party in writing, and such notice shall be deemed to have been given for all purposes (a)when received, if hand-delivered or sent by a courier service, or (b)five (5)Business Days after mailing, if sent by regular mail, or on the date of proof of receipt if sent by registered mail, or (c) when sent,

if sent by email or other electronic means to an email or other electronic address as may be provided in writing to the other Party, or commonly used between the Parties, between 9:00 a.m. and 5:00 p.m. on business days, or, if sent between 5:00 p.m and 9:00 a.m., or on a weekend or statutory holiday, 9:00 a.m. on the first following business day, or, upon acknowledgement or simple reply from the Party receiving the notice to the Party sending the notice. The provision creates a positive obligation on each Party to inform the other Party forthwith upon any change to its addresses for notice herein.

TO:
ERIN AGRICULTURAL SOCIETY:
184 Main Street, Box 906
Erin ON N0B 1T0

Telephone: (519)833-2808
Email: fairmanager@erinfair.com

TO: (as set out at section 2, LESSEE INFORMATION, above, or:

LESSEE:
ADDRESS:

Telephone:
Email:

18. **NON-WAIVER:** Delay or failure of the EAS to exercise a right herein shall not constitute a waiver of that right, unless such waiver is given in writing by the EAS.
19. **PAYMENT TERMS:** In addition to such payment terms as are otherwise set out in this Agreement, payment of any amounts owing to the EAS by the Lessee are due and payable when accrued and such accrual shall be considered the account or invoice date. Accounts unpaid after thirty (30) days shall accrue interest at a rate of twenty-four per cent (24%) per annum, calculated daily.
20. **DISBURSEMENTS AND EXPENSES:** The Lessee shall be responsible for disbursements and expenses incurred by the EAS acting under this Agreement. Disbursements and expenses will be charged to the Lessee when accounts are issued, or billed separately to the Lessee as they are accrued.
21. **SECURITY:** The EAS may require such security, assurances, or promise of payment as it deems necessary for the purposes of this Agreement, including, but not limited to bonds, personal guarantees, credit worthiness checks, credit cards.
22. **SEVERABILITY:** If any provision of this Agreement shall be held or made invalid by common law, statute, rule or otherwise, the remainder of this Agreement shall remain in force, subject to such amendments or interpretations as may be necessary to give effect to the intent of the Parties.
23. **FORCE MAJEURE:** In no event shall the EAS be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the EAS shall use reasonable efforts to resume performance as soon as practicable under the circumstances.
24. **PRIVACY:** The Privacy Policy of the EAS, as may be published from time to time, and as may be amended from time to time, and in particular, as published on the EAS website, www.erinfair.com, is hereby incorporated into this Agreement.
25. **CONFIDENTIALITY:** This section applies in addition to and not in exception to any non-disclosure agreement between the Parties hereto. The Parties agree that each shall treat as confidential all information provided by a Party to the other Party regarding such Party's business and operations. All confidential information provided by a Party hereto shall be used by the other Party solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third Party without the prior written consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this agreement or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation. This term shall survive the completion and/or termination of this Agreement.
26. **TERMINATION:** This Agreement shall be deemed terminated upon completion. A Lessee may terminate this Agreement on fifteen (15) clear days written notice to the EAS in advance of the Fair or such other event as may be taking place on the Fairgrounds. The Lessee shall be entitled to a refund of the Total Rental Fee less a twenty per cent (20%) termination fee, and less 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. For Lessee terminations after the notice period as set out above, no refund shall be made. Subject to any other provisions to the contrary in this Agreement, the EAS may terminate this Agreement for cause, without notice to the Lessee, which termination shall take effect immediately, and for which the EAS may take any reasonable steps to give effect to the termination. And further, the EAS may terminate this Agreement without cause on reasonable notice to the Lessee, and for which the Lessee shall be entitled to a refund of up to the Total Rental Fee adjusted on a per diem basis if this Agreement is being performed, and that shall be the limit of liability of the EAS to the Lessee.

27. COUNTERPARTS OR ELECTRONIC SIGNATURES: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed digitally, partially or in the whole, pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c.17*, or such other statutory or common-law authority as may bind the Parties.

SIGNED, THIS _____ DAY OF _____, 20 _____

LESSEE

print name

Signature
I have authority to bind the corporation (*if applicable*)

SIGNED, THIS _____ DAY OF _____, 20 _____

ERIN AGRICULTURAL SOCIETY

print name

Signature
I have authority to bind the corporation