



2022 Outdoor Food Concession Application

email: concessions@theex.com
 phone: 416-263-3826

Exhibitor's Contact Information

COMPANY NAME as it should appear on contract:

CONTACT NAME:

TITLE:

2ND CONTACT:

ADDRESS:

SUITE #:

CITY:

PROVINCE/STATE:

POSTAL/ZIP:

PHONE: ()

MOBILE: ()

FAX: ()

EMAIL:

WEBSITE:

Proposed Food Concept or Theme (A photo of the concession in operational form is required with each application)

(This area is reserved for a photo of the concession in operational form.)

NOTE: Include name of the concession, menu listing food items, portion sizes and price charged.

Dimensions/Utilities Requirements

VOLTAGE: _____

PHASE: _____

AMPS: _____

WATER

DRAIN

CENTRE

LINE

TRAILER WITHOUT AWNING _____

X _____

NOTE: Concession dimensions must be exact and show the location of the hitch, sales counter, awnings, and storage areas, if applicable. All trailer mounted or roll off style of concessions must be skirted to the ground with the trailer hitches removed or covered appropriately.

Requirements

Please list the last three events participated in, copy of the most recent Health Department Inspection, copy of the most recent TSSA Inspection (if cooking with propane), copy of your Propane Handlers Certificate (if changing propane tanks), and concessionaires cooking with oil must have a grease interceptor.

(This area is reserved for listing requirements and providing inspection copies.)

Insurance NOTE: Insurance Broker/Company used, must be licensed to conduct business in the province of Ontario.

FOOD CONCESSIONS: An original Insurance Certificate for \$5 million each for public liability and property damage must be provided at least 45 days prior to the opening of the CNE or you will not be permitted to open your location.

Please indicate below if you require information on the CNE recommended Insurance Broker/Company.

- I HAVE MY OWN INSURANCE BROKER/COMPANY WHO WILL BE ISSUING MY INSURANCE CERTIFICATE.
- I DON'T HAVE MY OWN INSURANCE BROKER/COMPANY, PLEASE SEND INFO ON THE CNE RECOMMENDED INSURANCE BROKER/COMPANY.

**The CNEA Rules & Regulations governing concessions shall take precedence over these Exhibit Guidelines.
 The CNEA Rules & Regulations form part of your official contract.**

**SCHEDULE "A"
 CANADIAN NATIONAL EXHIBITION
 RULES AND REGULATIONS
 GOVERNING EXHIBITS AND LICENSES**

DEFINITIONS

In interpreting the rules and regulations, the following definitions shall apply:

"CNE"	Canadian National Exhibition Association, represented by the Executive Directors or their duly appointed designate
"Exhibition"	Eighteen (18) day period of the annual fair – (August 19 - September 5, 2022)
"Exhibitor/Licensee"	Person, corporation or other legal entity signing the contract or on whose behalf it is signed also interchangeably referred to below "Exhibitor".

Article 1 -THE EXHIBITOR COVENANTS AND AGREES:

1. **Gender**
 Wherever the singular or masculine is used the same shall be construed as meaning the plural or feminine, or body corporate or politic, where the context so requires.
2. **Regulatory Authorities/And Regulations**
 - (a) The Exhibitor will comply with all laws of the Government of Canada and the Province of Ontario, all bylaws of the City of Toronto and its successors and all rules and requirements of the police and fire departments or other applicable regulatory bodies and will not do nor suffer to be done anything on the premises during the time of the contract in violation of any such laws, bylaws, rules and requirements. If the attention of the Exhibitor is called to any such violation on the part of the Exhibitor or any person employed by or admitted to the premises by the Exhibitor, the Exhibitor will immediately cease or remedy such violation. Notwithstanding the generality of all foregoing, the Exhibitor will comply with the *Employment Standards Act* governing employers and employees performing services at the Exhibition.
 - (b) The Exhibitor shall abide by and conform to all rules and regulations from time to time adopted or prescribed by the CNE, for the government and management of the Exhibition.
 - (c) The CNEA's interpretation of the Rules and Regulations shall govern unless a court finds that the CNEA's interpretation is not possible. CNE management shall also have the absolute right and discretionary power to relax, vary or cancel any of these rules and regulations in individual cases.
 - (d) That the Exhibitor shall not use nor bring or allow to be brought onto the premises or store any material or substance, nor do any act or permit any act to be done on the premises which will increase the fire hazard of the premises or will have the effect of increasing the premium or premiums payable on any insurance held by the CNEA on the premises or render any such policy of insurance liable to cancellation or render such policy of insurance invalid.
3. **Insurance and Indemnification**
 - (a) The Exhibitor shall effect, maintain and keep in force, at its sole cost and expense throughout the duration of this Agreement, comprehensive general liability insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence including provisions for blanket contractual liability coverage, cross liability and severability of interests. Such insurance shall name the Canadian National Exhibition Association, the Board of Governors of Exhibition Place, Maple Leaf Sports & Entertainment and the City of Toronto as additional insureds and shall indemnify such additional insureds against actions, suits, claims and demands, including reasonable legal costs incurred, resulting from negligence by the Licensee arising out of its activities related to this agreement, and that a certificate confirming the foregoing shall be provided to the CNE at least 45 days prior to the opening of the CNE failing which the exhibitor will not be permitted to open their location. The Exhibitor hereby agrees that any insurance policies purchased by the Canadian National Exhibition Association, City of Toronto, the Board of Governors of Exhibition Place, Maple Leaf Sports & Entertainment Ltd., and their respective elected and appointed officials, directors, officers, employees and agents shall apply only as excess insurance after the applied amounts of insurance on the Exhibitor's insurance policies have been exhausted.
 - (b) Every Exhibitor shall fully indemnify and save harmless the Canadian National Exhibition Association, the Board of Governors of Exhibition Place, Maple Leaf Sports & Entertainment, and the City of Toronto, and their respective elected and appointed officials, directors, officers, employees and agents from and against all claims and demands, costs, charges and expenses, which it may incur, suffer or be put to by reason of any accident, or death, or of any person or property suffering damage or injury through or by reason of any such exhibit.
 - (c) The issuance of a license or the making of a contract for an exhibit or booth does not create a legal relationship or partner or business co-venture between an exhibitor and the CNE or any of the other parties listed in the foregoing provisions.

- 4. General Rules**
- (a) In all cases, the CNE reserves the right to reject or accept an application for rental of exhibit space or a license at any time for any reason. The allotment of space shall be at the discretion of the CNEA.
 - (b) The CNE has a responsibility to expose the CNE's attendees to new products and services. All applicants will be subject to a review of their products and/or services. The purpose of this review is to ensure that the show is fresh and exciting, and products diversity is maintained to a satisfactory level as deemed by show management.
 - (c) Only the products/services of the said Exhibitor as specified on the contract/license, may be shown, exhibited and sold. It is imperative that the Exhibitor fully disclose the products/services that will be shown, exhibited or sold on the contract/license or as an attachment thereto. CNE reserves the right to order products removed or order the cessation of provision of services that have not been disclosed or have been deemed not to be suitable for sale or exhibition at the CNE. Other products to be exhibited on the attached license may be changed upon approval by the parties, however all changes must be submitted in writing at least 30 days prior to the first day of the CNE.
 - (d) Space allotted pursuant to the License Agreement may be used only for the purpose stipulated in the License Agreement. The Exhibitor shall not use or permit space to be used for any other purpose.
 - (e) All exhibits must be accessible to the public during the hours of operation specified by the CNE and the Exhibitor shall not charge for admission to an exhibit. All areas of an exhibit, other than a portion of the booth used for storage, must be clearly visible.
 - (f) Donations/Charitable Solicitations – Exhibitors are not permitted to solicit donations on behalf of any charitable or non-charitable organization, group or individual as part of their activities at the CNE. The CNE reserves the right to cancel a contract/license and close a booth if an Exhibitor/Licensee engages in prohibited solicitation activities.
 - (g) The CNEA shall have the right to inspect the Exhibitor's premises at all times
 - (h) The CNEA may, in its discretion, determine if a transaction is unconscionable, grossly unfair or in violation of the posted sales policy and, in that event, require the Exhibitor reverse any sale made and to refund the money in full.
- 5. Payment Schedule**
- (a) Payments by an Exhibitor are based on a percentage of the gross receipts of the Exhibitor.
 - Net sales are gross receipts less HST/GST as applicable which are collected by the Exhibitor on customer purchases. The amount payable to the CNEA is equal to the net sales multiplied by 25% plus HST (13%).
 - A report of net sales and applicable rental payment plus HST must be made daily prior to 4:00 pm on the day following the day for which the net sales are reported at a designated location on the grounds.
 - All food concessions must use a cash register or POS machine and the register tapes must be included with the report of the daily gross sales. The CNEA reserves the right to specify the type of register to be used. Food concessions may work without cash registers, with the approval from the CNEA. If approved to operate without a cash register, the Exhibitor will be required to pay an audit fee.
 - (b) Percentage vs. Minimum Rent (minimum space 10' x 10')
 - Food: 25% of net sales vs. footage rental (\$110.00 per front foot plus depth charge of \$5.00 per square foot over 10 feet) whichever sum is greater plus HST.
 - (c) Should any payment that is required or any other charges whatsoever remain unpaid at the start of the Exhibition, the Exhibitor will not be permitted to open its location.
 - (d) Exhibitor shall pay all other fees and assessments as they are brought forward and invoiced.
- 6. Default and Cancellation**
- (a) If, for any reason, a contract is cancelled by the Exhibitor or by the CNEA for any reason whatsoever, the following fee will be retained by the CNE:
 - Prior to July 6, 2022 fifty percent (50%) of the total deposit.
 - After July 6, 2022 the 100% of the total deposit.
 - (b) The Exhibitor shall provide written notice to the CNEA of any cancellation of its intended use of the space and, upon the giving of such notice, the CNEA shall be at liberty to use the space in such manner and for such purposes as it sees fit without liability or accountability to the Exhibitor in any respect whatsoever.
 - (c) The Exhibitor will not be permitted to sublet the allotted space allotted or any portion thereof.
 - (d) Contracts/Licenses may be cancelled by the CNE for any reason that, in its sole discretion, it determines appropriate including (but not limited to) situations where Exhibitors fail to occupy the space allotted to them with the exhibit specified on their contract and fail to be fully operational by noon of the day proceeding the first Exhibition day and where undeclared products or services are offered for sale by the Exhibitor. In the event of cancellation, the CNEA shall retain all funds paid by the Exhibitor as liquidated damages.
 - (e) If any Exhibitor is in breach or default of any of the rules and regulations of the CNE, the contract/licensee may be cancelled at the option of the CNE and the exhibit removed immediately at the Exhibitor's expense. The decision as to what constitutes a breach or default under the CNE's rules and regulations rests with the CNEA and its decision shall be final.
 - (f) Under no circumstances is the CNEA liable for any damages (direct, indirect, special or consequential) that may have been or were suffered (either directly or indirectly) by the Exhibitor due to the termination or cancellation of the contract/licensee for any reason.
 - (g) In the event that the Exhibitor becomes bankrupt or insolvent or has a receiving order made against it or makes an assignment for the benefit of its creditors or if any order is made or resolution is passed for the winding up of the Exhibitor or the Exhibitor takes the benefit of any statute for the time being in force relating to bankruptcy or insolvent debtors, then the CNEA shall be entitled, in addition to whatever rights are provided in the relevant legislation, at its option, to terminate this Agreement immediately and enter into possession of the premises, to the exclusion of the Exhibitor.
 - (h) In the event the Exhibitor defaults in the payment of any sum of money required to be paid to the CNEA as provided in this Agreement, at the times and in the manner specified in this Agreement, or if any default be made by the Exhibitor in the performance of any of the covenants or obligations herein contained, then the CNEA may terminate this Agreement and the Exhibitor shall not thereafter have any rights to the use and occupation of the premises.

- (i) It is understood and agreed that the Exhibitor named herein is the party in interest and the Exhibitor is not acting for or on behalf of an undisclosed principal and should it hereafter appear that the Exhibitor is not the party in interest, that fact shall be grounds for permitting the CNEA to immediately cancel this Agreement and any remaining portion of the time thereof without liability on the part of the CNEA.
- (j) In the event of any revocation or variation of the License, the CNEA shall have the right to retain all or a portion of the monies paid to it by the Exhibitor and apply the said monies as a credit against its actual costs and expenses and any damages which it may have suffered or incurred as a result of the granting of the License or the revocation or variation thereof.
- (k) In case the premises or any designated area therein shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement by the CNEA impossible, including constraints imposed by a pandemic, then and thereupon this Agreement shall terminate and the Exhibitor shall pay rental fees for the designated areas only up to the time of such termination at the rates herein specified, and the Exhibitor hereby waives any claim for damages or compensation should this Agreement be so terminated, provided, however that this paragraph shall not be construed to be a waiver by the CNEA of any rights it may have against the Exhibitor to recover damages as a result of such fire or other cause.
- (l) The Exhibitor shall pay to the CNEA such solicitor's fees on a full recovery basis for fees incurred by the CNEA in enforcing any of its rights pursuant to the License Agreement.

7. License

The CNE will issue a license/contract which will identify and define the following:

- exhibit location;
- name of the Exhibitor (company or individual as named on the contract);
- name on signage;
- specific products/services that may be shown, exhibited, performed or sold; and
- term of the license/contract.

Only Exhibitors in possession of a license/contract may occupy space at the Canadian National Exhibition.

8. Concession or Exhibit Regulations

The Exhibitor/Licensees concession or exhibit shall adhere to the following standards. The concession/exhibit must:

- (a) be in good structural condition as determined by the CNEA's Safety Engineer;
- (b) be attractive (new or clean material or new paint; new or clean equipment);
- (c) all concessions must be skirted;
- (d) have identifying signage which is professionally painted and installed;
- (e) clearly display, through professional signage, the sales policy and price of the products for sale;
- (f) have all electrical hook-ups C.S.A. approved and in compliance with all electrical code standards;
- (g) have all plumbing (hoses, etc.) hook-ups leak free. These must be C.S.A approved and up to plumbing code standards. Containers with grease must not be dumped in the sewers;
- (h) contain a suitable fire extinguisher as determined by the fire code;
- (i) meet applicable Health Regulations;
- (j) adhere to all applicable local ordinances;
- (k) meet applicable fire and safety codes;
- (l) have grease interceptors if cooking with oil;
- (m) be as depicted in the original proposal. Substitutes will not be accepted unless permission in writing is granted by the CNEA. When drawings are submitted, the booths must meet these requirements and be an accurate presentation of the drawing.

During the operation, health inspections will be performed. The Health Inspector designated by the CNEA shall, at all times, have access to all areas of the concession and can take food samples he/she feels are required to effectively perform his/her duties. Refusal by an Exhibitor to allow access or provide samples, can result in immediate closure of the concession.

In case inspection and laboratory analysis reveal unsatisfactory results, the Exhibitor will be notified and given direction as to remedial action. Within 72 hours after notification, a re-inspection will be performed at the Exhibitor's expense, and if results are again unsatisfactory, the CNEA has the right to:

- (a) order the Exhibitor to change its physical environment to eliminate the problem;
- (b) order menu and preparation changes; or
- (c) close the concession.

9. Unions

- (a) The Exhibitor shall abide by any local UNION regulations and any relevant collective agreements in force between the CNEA and/or the Board of Governors of Exhibition Place and any union and, in any event, will pay at least the minimum required wage under the *Employment Standards Act*. The Exhibitor will also obtain any clearance required by any union or trade organization having authority or jurisdiction with respect to the event or work performed on the premises.
- (b) The CNEA shall have the right to terminate the agreement in the event of a strike, lockout or any other labour dispute directly or indirectly involving the CNE and/or the Board of Governors of Exhibition Place or the Exhibitor which, in the opinion of the CNEA, may adversely affect the CNE and/or the Board of Governors of Exhibition Place or any of its activities.

10.

Fire and Safety

- (a) All exhibits are subject to the provisions of Ontario Regulation 213/07 (Ontario Fire Code) as amended from time to time. For further consult the Ontario Fire Code available at www.publications.gov.on.ca or at <https://www.canlii.org/en/on/laws/regu/o-reg-213-07/latest/o-reg-213-07.html?resultIndex=1>
- (b) No flammable liquids, gases, explosives, or other dangerous substances will be permitted in any exhibit location, other than those required for cooking.
- (c) All materials, booth installations and products must comply with all the regulations established by the Fire, Hydro, Buildings and Health Departments of the City of Toronto, the Province of Ontario, and Health Canada, their successors and the CNEA.
- (d) All electrical hook-ups must be C.S.A. approved and in complete compliance with all electrical code standards.
- (e) Exhibitors of machinery in motion or any other exhibit liable to cause accident, death, injury or damage to persons or property coming in contact with them, shall guard their exhibit and protect the public from coming in contact therewith.

11.

Conduct of Exhibits

- (a) The Exhibitor shall adhere to the "Move In" schedule prescribed by the CNEA.
- (b) Exhibits must be fully staffed and operational no later than fifteen (15) minutes prior to the designated opening time of the Exhibition. The Exhibitor will adhere to the dates and hours of operation set by the CNE as stated in the contract.
- (c) Exhibitors must arrange and conduct exhibits only in the space allotted to them in a neat and orderly manner.
- (d) Exhibitors must confine their exhibit and all other exhibit activities within the limits of their allotted space. Salespeople and demonstrators are prohibited from operating in any location on the Exhibition site other than that specified in the contract/license. The Exhibitor has no right to use or occupy any areas other than that specified on the License Agreement.
- (e) The Exhibitor acknowledges that it is one of many Exhibitors and agrees to reasonably cooperate with the other Exhibitors and not to interfere with them or create any nuisance to them, the CNEA or the people attending the Exhibition. Undue noise in the operation of exhibits or unseemly methods employed in sales or demonstration activities is not permitted. Further, offensive language and/or inappropriate mannerisms or behavior directed towards CNE staff, other Exhibitors or members of the public will not be acceptable. The decision of what constitutes a breach of this section shall rest with the CNEA, whose decision shall be final (as set out in section 6(e) above). Any dispute among exhibitors shall be settled by an Executive Director of the CNEA or the person she/he delegates, and her/his decision is final.
- (f) The use of any amplification system, musical instrument(s), or any other similar device used in connection with an exhibit for the purpose of attracting attention is prohibited except where special permission from the CNEA has been obtained after details of the proposed installation have been submitted for approval.
- (g) No Exhibitor will conduct any raffle or draw before obtaining a license from the City of Toronto or the Alcohol and Gaming Commission of Ontario as applicable and permission has been obtained in writing from the CNEA. In order to obtain permission, the ballot stating the date of the draw (which cannot be later than the closing date of the CNE) and prizes i.e., first prize, second prize must be shown and the Exhibitor must comply with the Raffle Licence Terms and Conditions. These prizes must be drawn by a member of the CNE staff. The Exhibitor holding the draw will not be permitted to use raffle participant information for marketing or promotional purposes that links the winning of the raffle prize at the CNE with the purchase of a product or service. The Exhibitor agrees that the salesperson will not approach the prospective customer saying they won a prize at the CNE. Prizes offered must be products of the company holding the draw, unless otherwise agreed to by the CNEA. Any Exhibitor or employees of its company who do not conform to these regulations and/or the Raffle Licence Terms and Conditions may forfeit their company's right to participate in future Exhibitions.
- (h) All exhibits shall be kept in a clean and tidy condition and all sweeping, dusting, removal of refuse etc., shall be done each day at closing. Refuse must be removed to bins provided for that purpose.
- (i) Exhibitor may not assign this contract and may not permit or sublet all or any part of its assigned booth space to be used by any other business or firm unless CNEA Management has given prior written approval. Any such assignment, permission or sublease without CNE's prior written approval shall be null and void.
- (j) Exhibitor may use the CNE logo to promote only his/her participation at the Exhibition. It cannot be used in any way that is perceived as an endorsement by the Canadian National Exhibition of the Exhibitor's company, product, and/or service.

12.

Personnel

- (a) Every person working in a food concession must have a Food Handler's Certificate (or equivalent as approved by the Board of Health), which shall be prominently displayed in the booth or on the person.
- (b) Every person working in a food concession must be dressed in a manner satisfactory to meet health regulations and must be groomed in a manner to ensure health and sanitations.
- (c) All food handlers whose hand come into direct contact with raw food items, must adhere to all health regulations.
- (d) Uniforms must be clean and neat at all times.
- (e) All Exhibitors will provide drinking water the public free of charge. Exhibitor may elect to use an odd sized/shape dispenser, i.e. cone-shaped cup.
- (f) The City of Toronto requires all food concessions to have both hot and cold running water. Any Exhibitor not in compliance with this rule may be closed by the Department of Health.
- (g) All commercial cooking equipment, exhausted and fire protection systems, must meet the NFPA96-1978 code as per section 2.6.1.12 of the Ontario Fire Code as it is amended from time to time.

13. Security and Sponsorship

- (a) The Exhibitor shall NOT be entitled to secure any sponsorship for the booth or premises licensed from the CNEA. To clarify, the Exhibitor shall not be permitted to display logos, advertising or brand names, other than that strictly pertaining to its own booth, without specific consent, in writing, from the CNEA.
- (b) The Exhibitor agrees to display, at no cost to the CNEA, any signage, logos, and brand names etc., supplied to it by the CNEA for that purpose.
- (c) From time to time the CNEA may enter into sponsor/supplier Agreements which provide the sponsor/supplier with exclusivity on the grounds of Exhibition Place during the period of the Exhibition. Exhibitors affected by such agreements will be required to honour same. In these instances, the Exhibitor will be required to purchase products(s) directly from the sponsor/supplier or its designated agent(s). The CNEA shall inform the Exhibitor of such agreement(s) on a timely basis.

14. Protection of Exhibits

- (a) The CNEA will take reasonable precaution to ensure the safety of materials at the Exhibition, but the Exhibitor assumes the risk. Should any exhibit or portion thereof be injured, lost, stolen or suffer damage from any cause whatsoever, the Association and/or the Board of Governors of Exhibition Place, Maple Leaf Sports and Entertainment, and the City of Toronto shall not be liable nor make payment for the value thereof.
- (b) Personnel are on duty 24 hours a day to conduct general security on the grounds during the Exhibition. While every effort is made to prevent thefts and similar offenses, the CNEA cannot guarantee that offenses will not take place. It is strongly recommended that the Exhibitor take every precaution to protect its property. The CNEA shall not be held responsible for offenses committed on the grounds.
- (c) Any additional security requirements invoked by the Exhibitor must be made with the CNEA-approved company.

15. Security and Damage

- (a) In addition to any other express provision of the Agreement, the Exhibitor shall not injure or mar, or in any manner deface CNEA premises, and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred or defaced and will not drive or permit to be driven nails, hooks, tracks or screws into any part of CNEA premises and will not make or allow to be made alterations of any kind therein; provided, however, that if CNEA premises or any portion of them shall be damaged by the act, default, or negligence of the Exhibitor or of the Exhibitor's agents, employees, contractors, patrons, guests or any person admitted to CNEA premises by the Exhibitor, the Exhibitor shall pay to the CNEA upon demand forthwith such sum as shall be necessary to restore CNEA premises to their original condition.
- (b) The CNEA reserves the right to eject from the premises the owner, employees or guests who, in the opinion of the CNEA, are conducting themselves in an objectionable manner and the Exhibitor hereby waives all claims for damages arising from the exercise of such right.
- (c) All chattels, furniture or fixtures of whatever nature or kind brought on the premises by the Exhibitor during the Exhibition shall be brought on the premises at the sole and exclusive risk of the Exhibitor and the CNEA has made and makes no representations or warranties to the Exhibitor concerning liability for loss or damage resulting therefrom.

16. Exhibitors Attendant and Car Passes

- (a) Passes admitting an Exhibitor or attendant must be purchased at the current price as published. Passes are non-transferable.
- (b) Passes are sold to the extent of parking area is available only. Quantities are therefore limited and space is not guaranteed. **Passes will not be sold to an Exhibitor if its contract has not been paid in full.** Exhibitor should investigate alternative parking arrangements in the event that parking space is unavailable on the CNEA grounds.

17. Delivery of Goods

All vehicle movement including deliveries are subject to the special regulations issued by the CNE regarding time schedules and routes issued with the exhibitor package.

18. Move Out

- (a) The Exhibitor shall adhere to the "Move Out" schedule prescribed by the CNEA.
- (b) Exhibitors must arrange for the removal of the contents of their exhibit under their own supervision at the termination of the Exhibition.
- (c) The Exhibitor's exhibit shall not be removed prior to the designated hour of the last day of the Exhibition or as specified in the Move Out Schedule without the prior written consent of the CNEA.
- (d) The Exhibitor shall remove its exhibit from the Exhibition grounds (leaving its space clear and free of any debris or garbage) by 8:00 pm on Tuesday, September 6, 2022 unless otherwise notified by the Associations representative.
- (e) If the Exhibitor's exhibit is not removed by 8:00 pm on Tuesday, September 6, 2022 it will be removed by the CNEA at the Exhibitor's expense. In addition, a per diem storage rate of two hundred dollars (\$200.00) per day per unit will be charged. If the expense and storage charges are not paid within thirty (30) days, the CNEA may dispose of said booth and contents as it sees fit.

19. Harmonized Sales Tax (HST 13%)

The Harmonized Sales Tax ("HST") applies at a rate of 13% is charged on most transactions in Canada. Residents and non-residents are required to register for the HST if their worldwide annual revenues from taxable sales of goods and services are more than \$30,000 Canadian over a period of four consecutive calendar quarters, or in any particular calendar quarter. Exhibitors should contact the Canada Revenue Agency Excise/HST District Office, Canadian Consulate or Embassy for more specific information on the above. All Exhibitors shall ensure they comply with the applicable laws of Ontario and Canada with respect to the collection and reporting of HST.

20. Force Majeure

Subject to the terms of this Agreement, each of the parties shall be excused from the performance of any obligation hereunder, with the exception of the payment of monies for services rendered prior to the onset of a force majeure event, to the extent that such obligation is hindered or prevented by any strike, boycott, lockout, or other labour dispute other than a labour dispute with a party's own employees, act of God, any riot, civil disturbance, or any act of war or of public enemy; any fire or theft, any present or future government law, ordinance, rule of regulation, any epidemic or pandemic or any other cause or contingency beyond the parties' control. A part intending to rely on force majeure shall provide notice to the other party stating that it intends to rely on force majeure, specifying what obligations cannot be fulfilled during the force majeure period, why the obligation cannot be fulfilled and when the party expects that the



obligation can be fulfilled. The force majeure provision is intended to allow for suspension of obligations while allowing the contract to remain in force so that such obligations can be fulfilled at a future date. In the event that the obligation cannot be performed form substantially all of the contractual obligations of the party and the obligations cannot be deferred, the other party may terminate this Agreement without further obligation or liability, subject to any payment amounts due and payable as of the effective date of termination for services rendered.

21. CNEF (Canadian National Exhibition Foundation) Volunteer Levy Program

Exhibitors are required to pay a \$20 (plus HST) per booth location levy that will be collected and remitted to the Canadian National Exhibition Association on behalf of the Canadian National Exhibition Foundation (CNEF). This levy is tax deductible as a charitable contribution to the CNEF. Tax receipts will be provided by the CNEF.

22. Enurement

This agreement shall be binding upon and shall enure to the benefit of the successors and assigns of the CNEA, and to such successors and permitted assigns of the Exhibitor/Licensee as are permitted to succeed to the Exhibitor's right hereunder upon and subject to the terms hereof.

23. Partnership or Joint Venture

Nothing herein contained shall make or be construed to make the CNEA or the Exhibitor a partner of one another nor shall this Agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

24. Notices

Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the terms of the Agreement, may be served personally, by facsimile, by verified email or may be served by prepaid first-class post mailed in Canada and in any such case, shall be deemed to have been served on the date of personal service, the date of verification of receipt of the facsimile or email or, if received after 5 p.m. in the time zone of the recipient, the day following the date of verification, or on the third business day following the date of mailing thereof. Until and unless changed by notice in writing served as required in this paragraph, the addresses for the parties shall be as set forth in the description of the parties to the Agreement.

25. Severability

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

26. Captions

The captions and headings in the Agreement are for convenience of reference only and shall not affect the interpretation of any provisions in this Agreement or its scope or intent.

27. Time

Time shall in every respect be of the essence of this Agreement and the License Conditions.

28. Agreement in Full

This Agreement and the attachments embody and constitute the sole and entire agreement between the parties hereto. There are no terms, obligations, covenants or conditions between the parties hereto, other than as contained herein. Pursuant to subsection 2(c) of these Rules and Regulations, the CNEA may amend the Rules and Regulations to conform with changing legal and business requirements. The Exhibitor by signing the License/Contract acknowledges that the Rules and Regulations may be amended by the CNEA and agrees that it shall abide by and conform to all rules and regulations, as amended.

NOTE: The Smoke-Free Ontario Act, Section 9(1) requires that no person shall smoke or hold lighted tobacco in any enclosed workplace. Licensees shall ensure that their representatives/ employees adhere to the requirements of the act.

Rules and Regulations are subject to change.

Canadian National Exhibition Association, Exhibition Place, Toronto, Ontario M6K 3C3
 Revised February 2, 2022

I have read the above CNE Rules & Regulations and agree to abide by them in their entirety. I recognize that failure to abide by the CNE Rules & Regulations could result in the termination of my contract.

NAME (PRINT): _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Personal information collected on this form will be used for internal administrative purposes, potential purchase of exhibit space and to facilitate future communication and contact, including e-mail mailings, between you and the CNE Exhibit & Midway Sales Department. Questions about the collection of this information should be directed to CNE Corporate Secretariat at (416) 263-5201 or sfink@theex.com. Please Note: The CNE will not accept credit card payments via email. Payment via credit card must be faxed to 416.263.3863 or mailed to the Exhibit & Midway Sales Department at 210 Princes' Blvd, Exhibition Place, Toronto, Ontario, M6K 3C3.

**Please reply by mail: 210 Princes' Blvd, Exhibition Place, Toronto, ON M6K 3C3
 or Fax to: 416.263.3863 or Email to: concessions@theex.com**