

SCHEDULE "A"

CANADIAN NATIONAL EXHIBITION RULES AND REGULATIONS GOVERNING EXHIBITS AND LICENSES

1. General Provisions

- a. In interpreting the rules and regulations, the following definitions shall apply:
- i. "CNEA" means the Canadian National Exhibition Association, represented by the CNEA Officers or their duly appointed designates;
 - ii. "Exhibition" or "CNE" means the eighteen (18) day period of the annual fair – (August 16th to September 2nd, 2024);
 - iii. "Exhibitor" means a person, corporation or other legal entity signing the Agreement or on whose behalf it is signed and includes the terms "Licensee", "Concessionaire" and "Vendor" where applicable
- b. Wherever the singular or masculine is used the same shall be construed as meaning plural or feminine, or body corporate or politic, where the context so requires.
- c. This Agreement shall be deemed to have been made in the Province of Ontario and its validity, construction, performance and enforcement shall be governed by the laws of the Province of Ontario which shall be the forum to resolve all disputes.
- d. The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular section hereof to which they refer.

2. Regulatory Authorities, Rules and Regulations

- a. The Exhibitor shall 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 Agreement in violation of any such laws, bylaws, rules and requirements, and 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 the foregoing, the Exhibitor shall comply with the *Employment Standards Act*, which governs 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 governing and management of the Exhibition.
- c. The CNE's interpretation of the Rules and Regulations shall govern unless a court finds that the CNE's interpretation is invalid. The CNE shall have the absolute right and discretionary power to relax, vary or cancel any of these rules and regulations in its absolute discretion.
- d. The Exhibitor shall not use nor bring or allow to be brought onto the premises nor store any material or substance, nor do any act or permit any act to be done on the premises that will increase the fire hazard on the premises or will have the effect of increasing the premium or premiums payable on any insurance held by the CNE 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. **Non-Food Requirements.** 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 TWO MILLION DOLLARS (\$2,000,000) per occurrence including provisions for blanket agreemental liability coverage, cross liability and severability of interests. Such insurance shall name the CNEA, 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 Exhibitor arising out of its activities related to this Agreement, and that a certificate confirming the foregoing shall be provided to the CNEA at least 45 days prior to the opening of the CNE failing which the exhibitor shall not be permitted to open its exhibit.
- b. **Food Requirements.** If food products are sold or sampled by the Exhibitor, 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 agreemental liability coverage, cross liability and severability of interests. Such insurance shall name the CNEA, 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 Exhibitor 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 shall not be permitted to open its exhibit.

- c. The Exhibitor shall fully indemnify and save harmless the CNEA, 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 whatever, which it may incur, suffer or be put to reason of any accident, or death, or of any person or property suffering damage or injury through or by reason of any such exhibit.

4. General Rules

- a. The CNEA reserves the right to reject or accept an application for rental of exhibit space or a license at any time for any reason. The CNEA also reserves the right to close an exhibit if the CNEA determines that the Exhibitor has breached the Rules and Regulations or otherwise has breached such laws, bylaws, rules or requirements as specified in section 2.
- b. All applicants will be subject to a review of their products and/or services. The purpose of this review is to ensure that the CNE is fresh and exciting, and product diversity is maintained to a satisfactory level as deemed by the CNEA.
- c. Only the products and/or services of the Exhibitor, as specified on the Agreement, may be shown, provided, exhibited and sold. The CNEA 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.
- d. Space allotted pursuant to the Agreement may be used only for the purpose stipulated in the 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 CNEA 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 from the aisles.
- f. The CNEA will endeavor to make booth assignments in accordance with the Exhibitor's requests as set forth on the front of this Agreement. However, the CNEA reserves the right to make the final determination of all space assignments. The CNEA does not guarantee space allotments and shall have no liability for its failure or inability to comply with an Exhibitor's requests. The Exhibitor shall have no right to cancel this Agreement and obtain a refund on amounts paid to the CNEA because of the CNEA's space allocation.
- g. 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 without the prior written consent of the CNEA. The CNEA reserves the right to cancel an Agreement and close a booth/location if an Exhibitor engages in prohibited solicitation activities.
- h. The CNEA shall have the right to inspect the Exhibitor's CNE premises at all times.
- i. The CNEA may, at its discretion, determine if a transaction is unconscionable, grossly unfair or in violation of the posted Exhibitor's sales policy and reserves the right to require the Exhibitor to reverse any sale made and to provide a full refund to the customer.
- j. Exhibitors must have the capacity to issue printed or electronically transmitted sales receipts for product sales and/or services rendered. The Exhibitor is required to provide the receipt for any processed transaction upon the request of the purchaser or the CNEA.

5. Payment Schedule

- a. Space charges are payable by the Exhibitor under the following terms:
 - i) Upon acceptance of an application for participation, an agreement will be generated and a 25% deposit made payable to the Canadian National Exhibition Association will be required. This deposit will be applied to the Exhibitor's account;
 - ii) An installment payment of 25% of the total Exhibitor's fee including taxes payable is due March 15, 2024;
 - iii) An installment payment of 25% of the total Exhibitor's fee including taxes payable is due May 15, 2024; and
 - iv) The balance of the amount specified in the Agreement must be paid in full by June 15, 2024.
- b. Agreements signed after June 1st require payment in full payable by certified cheque and/or credit card at the time of Agreement execution.
- c. If any charges owed to the CNEA pursuant to the Agreement remain unpaid at the close of the CNE, any or all articles, goods and equipment in the Exhibitor's booth may be confiscated by the CNEA and held until payment in full is received by the CNEA. The CNEA shall be deemed to hold a lien on the goods and chattels until payment is received in full. The CNEA reserves its right to sell or dispose of the seized goods and chattels in the absence of receipt of payment in full.

6. Cancellation, Variation and Agreement Restrictions

- a. If, for any reason, this Agreement is cancelled by the Exhibitor or by the CNEA, the following fees will be retained by the CNE:
 - i) after January 1, 2024 and prior to June 1, 2024, the Exhibitor is liable for 50% of the total Agreement space price;
 - ii) after June 1, 2024 the Exhibitor is liable for 100% of the total Agreement space price.

- b. The Agreement may be cancelled by the CNEA for any reason that, in its sole discretion, it determines appropriate including (but not limited to) situations where the Exhibitor fails to occupy the space allotted to them with the exhibit specified on their Agreement or fails to be fully operational by noon of the day preceding the first day of the CNE or where undeclared products or services are offered for sale by the Exhibitor or where an Exhibitor is in breach or default of any of the rules and regulations of the CNE. In the event of cancellation, the CNEA shall retain all funds paid by the Exhibitor as liquidated damages. The exhibit shall be 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.
- c. 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.
- d. By signing the Agreement, the Exhibitor acknowledges that the CNEA shall not be 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 Agreement/ for any reason.
- e. 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 in force relating to bankruptcy or insolvent debtors, 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 rented premises, to the exclusion of the Exhibitor.
- f. If an 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 is made by the Exhibitor in the performance of any of the covenants or agreements herein contained, the CNEA may terminate this Agreement and the Exhibitor shall not thereafter have any rights to the use and occupation of the premises.
- g. By signing this Agreement, the Exhibitor warrants that the name of the Exhibitor is the party in interest and the Exhibitor is not acting for or on behalf of an undisclosed principal. If it is determined that the Exhibitor is not the party in interest, that fact shall be grounds for cancellation of this Agreement and forfeiting of any remaining portion of the time thereof without liability on the part of the CNEA.
- h. If there is any revocation or variation of the Agreement, 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.
- i. 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 Agreement.

7. License/Agreement

- a. The CNEA will issue an agreement which will identify and define the following:
 - i. exact booth or exhibit location;
 - ii. name of the Exhibitor (company or individual name on the Agreement);
 - iii. feature name at the exhibit space;
 - iv. specific products and/or services that may be shown, provided, exhibited or sold; and
 - v. the term, start and end dates of the Agreement
- b. Only Exhibitors in possession of an Agreement may occupy the space at the Exhibition site.

8. Exhibit Booth Construction/Tent Regulations

- a. The CNEA reserves the right to regulate and generally to direct the arrangement of articles on exhibition.
- b. No signs, fixtures or decorative materials shall be allowed to overhang the aisles. All signs used must be neat and inoffensive with the CNEA having the right to prescribe their character and number. With respect to tents, nothing may be attached to the floor, wall or roof without first securing written permission from the CNEA, and, when necessary, approval of the Safety Engineer. Hanging of product and signage over the façade and obstructing the range of vision is strictly prohibited.
- c. The sale and the prices of products for sale or services to be rendered must be clearly stated and displayed using professional signage - handwritten signs are strictly prohibited.
- d. Booth and tent structures supplied by the CNEA must not be damaged by Exhibitors. Exhibitors causing damage to booths or tents from the installation of shelving, counters, decorations, electric wiring or other equipment, or in any way whatsoever, will be charged for all necessary repairs. The CNEA shall be deemed to have a lien on the goods and chattels in the booth or tent, as applicable. Booth/Tent structures must not be changed to accommodate specific design layouts without the prior written approval of the CNEA. All changes and additions to the structures will be at the sole expense of the Exhibitor and subject to the prior written approval of the CNEA.

- e. All debris from the building or reconstruction of display stands/exhibit locations must be cleared from Exhibition Place by the Exhibitor or persons/agents employed by or contracted with the Exhibitor.
- f. 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. 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.
- g. All booth electrical work and the hanging of signs must be done by Exhibition Place Services or through prior authorized third parties as directed by the CNEA and at the Exhibitor's expense. For tent installations, all electrical work must be requested through the Concessions Department at the Exhibitor's expense, except as provided in the Agreement.

9. 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 details consult the Ontario Fire Code, available at www.publications.serviceontario.ca or at <https://www.canlii.org/en/on/laws/regu/o-reg-213-07/latest/o-reg-213-07.html?%20resultIndex=1..>
- b. No flammable liquids, gases, explosives, or other dangerous substances will be permitted in any of the buildings.
- c. Motor vehicles or gasoline-powered equipment on display must be equipped with lock-on type gasoline tank caps and batteries are to be disconnected.
- d. All materials, booth installations and products must comply with all 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.
- e. All electrical hook-ups must be C.S.A.-approved and in complete compliance with all electrical code standards.
- f. 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.

10. 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 CNE. The Exhibitor will adhere to the hours of operation set by the CNEA (where hours are set) and shall not cease operation before the time set by the CNEA.
- c. The name of the Exhibitor specified in the Agreement for space must appear on the exhibit. The corporate style, logo, trademark or trade name may appear in place of the Exhibitor's name or in addition to same. No other names may appear except those as stipulated or agreed upon pursuant to the Agreement for space.
- d. Exhibitors must install, arrange, and conduct their exhibits only in the space allotted to them in a neat and orderly manner.
- e. 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 the aisle or in any other location on the Exhibition site other than that specified in the Agreement. Failure to adhere to this requirement may result in the closure of the exhibit, at the discretion of the CNEA.
- f. The Exhibitor acknowledges that they are one of many Exhibitors and agrees to cooperate reasonably with the other Exhibitors and not to interfere with them or create any nuisance to them, the CNE or the people attending the Exhibition. Undue noise in the operation of exhibits or unseemly methods employed in sales or demonstration activities are not permitted. Further, offensive language and/or inappropriate mannerisms or behaviour directed towards CNEA staff, other Exhibitors, or members of the public will not be acceptable. The decision as to what constitutes a breach of this section shall rest with the CNEA, whose decision shall be final. Any dispute among Exhibitors shall be settled by the CNEA by an Officer of the CNEA or the person designated by the Officer. The decision of the CNEA is final.
- g. 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 thereto is prohibited, except where special written permission from the CNEA has been obtained after details of the proposed installation have been submitted to the CNEA for approval.
- h. 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 shall not be later than the closing date of the fair) and the available prizes must be disclosed and the Exhibitor must comply with the Raffle License Terms and Conditions. These prizes must be drawn by a member of the CNEA 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 their salesperson will not approach prospective customers saying they won a prize at the CNE. Prizes offered must be products and/or services offered by the Exhibitor holding the draw, unless otherwise agreed to by the CNEA. Any Exhibitor including employees of the Exhibitor who do not conform to these regulations and/or Raffle License Terms and Conditions may forfeit the Exhibitor's right to participate in future Exhibitions.
- i. 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.

- j. The Exhibitor may not assign this Agreement and may not permit or sublet all or any part of its assigned booth space to be used by any other individual, business or firm, unless the CNEA has given prior written approval. Any such assignment, permission or sublease without CNEA's prior written approval shall be null and void.
- k. The Exhibitor may use the CNE logo to promote only its participation at the Show. The CNE logo cannot be used in any way that is perceived as an endorsement by the CNE of the Exhibitor's company, product, and/or service.

11. Product/Services

- a. Free distribution of book matches, helium balloons, balloons and all forms of adhesive stickers is not permitted. All other types of give-aways must be approved in writing by the CNEA.
- b. Any Exhibitor distributing, either personally or by an agent, advertising matter that is considered objectionable by the CNEA shall be notified by the CNEA to cease distribution. If the distribution persists, the CNEA reserves its right to terminate the Agreement, forfeit the Exhibitor's space and retract all Exhibitor privileges.
- c. "Courtesy" cards or notices of materials on loan must not be displayed in an exhibit booth unless prior permission in writing is granted by the CNEA.
- d. Used, second hand, or rebuilt articles or materials must not be exhibited or offered for sale without prior permission, in writing, from the CNEA.
- e. An Exhibitor or any of his attendants shall not offer for sale any kind of stock, bond or other security whatsoever, nor shall he distribute any prospectus relating to the same or any other literature to this effect. An Exhibitor shall not offer for sale real or personal property or any interest therein without prior clearance, in writing where applicable, from the Securities Commission and the Ministry of Public and Business Service Delivery.
- f. Soliciting subscriptions for any newspaper or periodical which is not a member of the Alliance for Audited Media is prohibited except where special written permission is granted by the CNEA. If the privilege is desired, written application must be made by the publisher to the CNEA at least ten (10) days prior to the opening of the Exhibition, giving complete details of the proposed method of operation.
- g. Exhibitors shall not offer for sale or distribution any products identified by a trademark, patent or any other intellectual property designation unless that product is genuine and the respective marks or patents are observed. The sale or promotion of any counterfeit or blackmarket goods and/or services is prohibited. The breach of this regulation shall be grounds for immediate termination of the Exhibitor's Agreement.
- h. The sale and/or promotion of any of the following products or services are strictly forbidden: firearms, ammunition, weapons, tobacco, petroleum or petroleum-based products, hazardous, toxic or flammable products. Note that toy versions of these products are not permitted to be displayed or sold at the CNE.
- i. Exhibitors are not permitted to sell merchandise associated with an attraction or act unless authorized by that performing entity or its agent, to sell that merchandise within the Exhibition.

12. Sponsorship

- a. The Exhibitor shall not be entitled to secure any sponsorship for the booth or premises licensed from the CNEA. Display of logos, advertising or brand names is prohibited other than that to identify the Exhibitor, unless prior written consent is obtained 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.

13. Protection of Exhibits

- a. The CNEA will take reasonable precautions to ensure the safety of materials at the Exhibition, but the Exhibitors assume the risk of exhibiting the materials. The CNEA shall not be liable for any damage, loss or theft occurring at any exhibit or portion thereof.
- b. Security 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 CNE grounds.
- c. An Exhibitor who wishes to supplement CNE security must make any additional security arrangements with a CNEA-approved company.

14. Security & Damage

- a. In addition to any other express provision of this 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, 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 its original condition.
- b. The CNEA reserves the right to eject from the premises the owner, employees or guests of an Exhibitor 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. The CNEA has made and makes no representations or warranties to the Exhibitor concerning liability for loss or damage resulting therefrom

15. Exhibitors Attendant & Car Passes

- a. Passes admitting an Exhibitor or Exhibitor's attendant must be purchased at the current price as published. Passes are not transferable.
- b. Passes are sold to the extent that parking spaces are available. Quantities are limited and space is not guaranteed. Passes will not be sold to an Exhibitor if its Agreement has not been paid in full. Alternative parking arrangements are the responsibility of the Exhibitor.

16. Delivery of Goods

All vehicle movement including deliveries is subject to the special regulations issued by the CNEA regarding time schedules and routes issued with the exhibitor kit.

17. Removal of Exhibits

- a. Exhibitors must arrange for the removal of their exhibits from the Exhibition grounds (leaving its space clear and free of any debris or garbage) under their own supervision at the termination of the Exhibition in accordance with the move-out schedule. No exhibit, nor any part thereof, may 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.
- b. Any exhibit or part thereof that has not been removed after the Exhibition by the date and time specified in the move-out schedule, will be removed by the CNEA at the expense of the Exhibitor. In addition, a per diem storage rate of \$200.00 will be charged. If the expense and storage charges are not paid within thirty (30) days from the date of invoicing by the CNEA, the CNEA may dispose of the booth and its contents as it sees fit without liability.

18. Harmonized Sales Tax (HST)

The HST is charged at a rate of 13% on most sales 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 Consulates or Embassies for further information. All Exhibitors shall ensure that they comply with the applicable laws of Ontario and Canada with respect to the collection and reporting of HST.

19. 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 the 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 the public enemy; any fire or theft, any present or future governmental law, ordinance, rule or regulation, any epidemic or pandemic or any other cause or contingency beyond the parties' control. A party 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 the party cannot fulfill during the force majeure period, why the obligations cannot be fulfilled and when the party expects that the obligations can be fulfilled. The force majeure provision is intended to allow for suspension of obligations while allowing the Agreement to remain in force so that such obligations can be fulfilled at a future date. If the obligations that cannot be performed form substantially all of the Agreement's 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.

20. Use of Polystyrene Foam (Styrofoam) and Healthy Food Alternatives

- a. Use of polystyrene foam otherwise known as Styrofoam™ to-go containers or service ware is prohibited. Exhibitors found using polystyrene foam otherwise known as Styrofoam™ will be subject to the loss of their environmental deposit and possible termination of their license. All food Exhibitors are required to use only compostable food and beverage containers, utensils and all paper towels and napkins.

- b. All food Exhibitors shall consider the provisions of “Canada’s Food Guide” and endeavor to incorporate the measures of the Guide through the provision of foods that incorporate healthy food alternatives, ingredients and serving portions as described in the Guide or by providing a healthy food choice on menus and signage with reference to <https://food-guide.canada.ca>.

21. CNEF (Canadian National Exhibition Foundation) 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. This levy is tax deductible as a charitable contribution to the CNEF. Tax receipts will be provided by the CNEF.

22. Non-Cash Payment Processing

Exhibitors must have the capacity to process client payments on a non-cash basis. This generally means that the Exhibitor subscribes to an active merchant payment solution that has the capacity to process transactions using client debit and/or credit cards during the CNE period.

23. 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 assigns of the Exhibitor as are permitted to succeed to the Exhibitor’s rights under the Agreement.

24. Partnership or Joint Venture

Nothing herein contained shall make or be construed to make the CNEA or the Exhibitor partners nor shall this Agreement be construed to create a partnership or joint venture between the parties.

25. Notices

Any notice provided for by this Agreement or by law to be given, served or exercised by or upon a party may be given or served by delivery by courier, by depositing in the mail, postage prepaid by registered mail, by facsimile or by email attachment. Any notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served and if mailed shall be deemed to have been received in three (3) days from such mailing, or in the case of delivery by courier, within two (2) business days following the pick-up by the courier, or in the case of delivery by e-mail or facsimile, upon receipt of the transmission unless received after 5 p.m. in the time zone of the recipient. In such instances, service shall be deemed to be made on the following day after receipt of the transmission. 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.

26. 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 thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

27. Survival

All sections of this Agreement that by their nature should survive termination of this Agreement will survive such termination, including, without limitation, payment obligations, warranties, indemnities and limitations of liability.

28. Time

Time shall in every respect be of the essence of this Agreement and the rules and regulations attaching thereto.

29. Agreement in Full

- a. The Agreement and the attachments (including these Rules and Regulations) 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.
- b. The CNEA may amend the Rules and Regulations to conform with changing legal and business requirements. The Exhibitor, by signing the Agreement, 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.

Rules and Regulations are subject to change at the discretion of the CNEA.
Canadian National Exhibition Association, Exhibition Place, Toronto, Ontario M6K 3C3 Revised August 2023