

EXHIBITOR CONTRACT 2024

In exchange for Manitoba Ag Days Inc. ("Ag Days") promoting and providing _[name]___ (the "Exhibitor") a display space at its 2024 agricultural show and exhibition scheduled for January 16th to 18th, 2024 (the "Show") the parties agree as follows:

1. The Exhibitor agrees to abide by all regulations and rules adopted by Ag Days and contained within this agreement in the best interests of the Show and agrees that Ag Days shall have the final decision in adopting any rules or regulations deemed necessary prior to, during and after the show.
2. The Exhibitor's property shall be placed on display and exhibited at his/her own risk and Ag Days shall assume no responsibility for loss or damage hereto, before, during or after the Show. The Exhibitor shall assume all responsibility for loss or damage to their property that may be due to fire, theft, flood, lightning, earthquake, explosion, or any other cause. The Exhibitor agrees to indemnify and save Ag Days, its directors, officers, employees, members, shareholders, agents and assigns harmless from any damage, expense or liability whatsoever arising from any injury or damage to the Public, the said Exhibitor, his agents, servants, employees, or invitees or to other Exhibitors or to the Property of said Exhibitor, the walls, floors or ceilings of the space so occupied by the Exhibitor, or to other Exhibitor's property, occurring in the said building or the approaches and entrances thereto, arising out of the Exhibitor's actions or inactions. The Exhibitor agrees that all property, including animals/livestock, which the Exhibitor has on the premises referred to in this contract is the responsibility of the Exhibitor and is in its care, custody and/or control.
3. The Exhibitor must have sufficient public liability insurance extended to cover participation in the Show. The Exhibitor shall obtain and maintain in force for the period beginning with the move-in and ending after the move-out of the Keystone Centre, third party public liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and shall designate Manitoba Ag Days Inc. as an additional insured under such insurance. A certificate of said insurance must be delivered to Ag Days immediately upon approval of show space and no later than within one month of the show dates, failure to do so may result in forfeiture of the Exhibitor's display space.
4. Payment of display space is due immediately upon approval of application. Payments not received in full by **November 1st** will be considered delinquent and forfeiture of space will result and space will be reassigned. Interest will be charged at a rate of 24% per annum (2% per month). Cancellations must be received at the Manitoba Ag Days office in writing. Refunds will be issued (minus a \$200.00 administrative fee per booth) if cancellation is received prior to **November 15th**. If the Exhibitor cancels after November 15th, no refund of the display space fee will be issued. Manitoba Ag Days does not issue purchase order numbers; invoices are available online and can be accessed through the Exhibitor's account. Acceptable methods of payment are: VISA, MasterCard, Pre-Authorized Debits, E-transfers and cheques.
5. Ag Days reserves the right at its sole discretion to change the location and date or dates upon which the event is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, Ag Days shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, epidemic, pandemic, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Manitoba Ag Days Management whether similar to or dissimilar from the causes enumerated herein.
- 6a. Ag Days reserves the right to reject or prohibit exhibits, or any parts of exhibits which Ag Days, in its sole discretion, considers objectionable, dangerous, or are not of an agricultural nature. Placement of the Exhibits or Exhibitors' space in the floor plan is at the discretion of Ag Days and may be relocated when, in the opinion of Ag Days, such moves are deemed necessary. A photograph or sketch of the Exhibitor's display may be required by Ag Days. Exhibit locations and/or space allotted is at the discretion of Ag Days and is never guaranteed from year to year. Every exhibitor must apply every year in order to acquire space in the show. Ag Days has the right to downsize or upgrade any booth on any given year.
- 6b. COVID-19 Rules and Regulations may mean that Ag Days will have to adjust the floor plan for the 2024 show and as such, Ag Days will work with all exhibitors to accommodate as many requests as possible. Ag Days reserves the right to limit the space available to an exhibitor for the 2024 show in order that as many exhibitors as possible may be accommodated within social distancing guidelines and requirements established by the Province of

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Manitoba, the Keystone Centre, or Ag Days and Ag Days reserves the right to reduce the size of exhibits at any time.

6c. The Exhibitor acknowledges that the COVID-19 pandemic is resulting in continued changes to health and safety requirements and commits that it shall abide by all health and safety requirements, whether imposed by the Province of Manitoba, the Keystone Centre, or Ag Days, and whether imposed with or without notice, and any breach of such guidelines and requirements shall be deemed a breach of this Agreement entitling Ag Days to, in its sole discretion, terminate or suspend the Exhibitor's right to participate in this Agreement, without refund of fees.

7. The Exhibitor application and contract are not transferrable. Subletting of a booth or equipment space by the Exhibitor is strictly prohibited. The exhibit location is to be used exclusively for the purpose shown on this Agreement. Exhibitors caught breaching this line item will immediately be removed from the show and will not be allowed to exhibit in the future. **(No Exceptions)**

8. All exhibits must be contained wholly within contracted space. Height restrictions to exhibit materials do apply in certain rooms due to fire regulations and must be adhered to. Ag Days maintains a good neighbor policy in that all draped booth space displays must not reduce visibility into a neighboring booth. Ag Days reserves the right to move such displays as to maintain this policy. Distribution of any printed matter, souvenirs or other material must be restricted to contracted space. No soliciting will be allowed outside the exhibit area by the Exhibitor.

9. All emissions from display equipment that cannot be confined (TV's, projectors, sound equipment, lights, welders, etc.) shall be the responsibility of each Exhibitor to insure that the levels emanating from their exhibit space, electrical or mechanical apparatus, shall not be at a level which will disturb or interfere with other exhibitors or event patrons in surrounding areas. Undue noise or dangerous or unseemly methods of demonstrations employed while operating exhibits will not be tolerated. Ag Days may require an Exhibitor to relocate or remove display equipment and/or to reduce sound or light emissions.

10. Exhibits must be fully set-up and have personnel on location during all show hours, beginning Tuesday at 9:00am and continuing up to and inclusive of Thursday at 5:00pm. Failure to comply may result in forfeiture of the Exhibitor's rights under this Agreement and any amount paid hereunder.

11. Exhibitors will be required to abide by all rules and regulations as established by the management of the Keystone Centre. Specifically:

a) Only authorized Keystone Centre staff are permitted to operate Keystone Centre equipment, unless otherwise granted permission by the Keystone Centre **AND** Ag Days.

b) Exhibitors may operate their own forklift or scissor lift only if
i) it is propane operated
ii) meets all safety standards and
iii) the operator holds a valid operator's license.

One month of advance notice of the Exhibitor's intention to bring and use their own forklift or scissor lift must be provided in the form attached hereto as Schedule A, which shall confirm the name of the authorized operator, the license and training of the operator, and that the Exhibitor has sufficient insurance should any damage be caused by use of the Exhibitor's own equipment, for which the Exhibitor shall be solely responsible.

c) An Exhibitor may use a truck or motor vehicle to assist with the set up and take down of exhibits, however vehicles shall be used only for briefly dropping off or picking up exhibit materials, and vehicles shall not be permitted to remain parked and unattended inside the Keystone Centre, or to idle for any length of time beyond what is reasonably needed to load or unload exhibits.

d) No distribution is permitted of balloons of any kind (helium or air), stickers or any items which may cause damage to the facilities or other exhibits. Painting or fastening to walls, floors, ceiling or any part of the building is not permitted. Attaching signs or display material to the show contractor's equipment will be by approved methods only. Exhibitors must remain within their show space and should treat their booth area as a box that is limited by width, depth and height. Approval from Ag Days may be granted in certain circumstances. Equipment exhibitors wishing to hang banners must purchase draping from the Show Contractor (Central Display) in order to hang banners appropriately.

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e) Any damage to the building indoors and outdoors will be the responsibility of the Exhibitor. Ag Days will invoice for all damages after the Show. The damage invoice must be paid in full before registration to the following years show or the exhibitor will forfeit their show space indefinitely.

f) The Keystone Centre enforces the City of Brandon No Smoking Policy by-law #66963 throughout the entire facility. Doors marked "Emergency Exit Only" are not to be used to access the outside of the building for the purpose of smoking or for move in or move out. This by-law will be strictly enforced.

12. Any food or beverage that an exhibitor would like to dispense in their booth area must be approved by Ag Days Management **AND** the Keystone Centre Management prior to the show. There may be a fee associated with food and beverage distribution payable to the Keystone Centre. Exhibitors caught in breach of this line item will have to pay a fine to both Ag Days and the Keystone Centre of \$250.00 per occurrence.

13. Only representatives of exhibitors with paid booth space will be permitted to conduct any business at Ag Days. Representatives of third party companies found to be conducting business on the show grounds without a paid booth space will be asked to leave immediately. If the representative is caught doing business a second time they will forfeit any opportunity to exhibit in our show in future years.

14. The Exhibitor agrees that no display will be dismantled or goods removed during the entire length of the show and that they must remain intact **until five o'clock p.m.** of the last day of the Show. Failure to abide by this regulation may result in forfeiture of future Ag Days show contracts. The Exhibitor also agrees to remove his exhibit, equipment and appurtenances from the Keystone Centre premises at, and not earlier than the final move-out time on Thursday at 5:00 p.m., or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred. All equipment must be removed from the Keystone Centre grounds by the Monday following the Show (January 22, 2024) and failure to do so will result in a storage fine payable to the Keystone Centre as well as any towing fees required to move the equipment.

15. The Exhibitor agrees to observe all fire regulations and maintain acceptable fire prevention practices as required by the provincial and civic authority having jurisdiction over these matters. Refer to the Fire Regulations Code provided within the Exhibitor application.

16. Ag Days reserves the right to appoint all show services and will make all information available to Exhibitors. Carpets, furniture, additional draping, etc. may be rented from display contractors. Such display items specifically are not covered by this contract. Central Display Ltd. is the exclusive show service provider for Ag Days.

17. In our commitment to maintaining the accuracy, confidentiality and security of your personal information, it is Ag Days's policy not to give or sell any information that personally identifies you to any organization or individual without your consent. Information that is collected by Ag Days is for the sole purpose of application information for exhibit space and may be disclosed to third parties for providing services as necessary to assist with the event. Your acceptance of this contract is your consent to Ag Days to use and disclose contact information as needed for the purposes of show promotion and information, and specifically with the official publisher of the shows show guide, the official promotional product supplier of the show and the official display services provider of the show. Corporate names, booth locations, website addresses and business categories will be published in our official publication and included on our website.

18. Local legislation requires that no article be offered for sale, be sold, or used, within the Province unless it bears the label of a recognized testing laboratory, such as CSA, CGA, or UL of C. or has been locally approved by the Minister having jurisdiction. This Canada-wide legislation is not meant as a restriction on the product, but rather as commendation. As well, CSA, CGA or UL of C approval typically will protect the distributor, seller or user of the product from any liability. If an uncertified article is in the Innovation Showcase, an Exhibitor may apply in writing to Ag Days for approval of the use of any such uncertified article.

19. Exhibitors and their agents, servants and employees must abide by the Manitoba Workplace Safety and Health Act and Regulations. Refer to the Exhibitor Section at www.agdays.com for a listing of the safety requirements, laws and regulations applicable to the Show. While Ag Days has identified the specific safety laws and regulations it believes applicable to the Show, each Exhibitor acknowledges and understands that they may have specific safety requirements applicable to their particular booth (including in relation to set up and tear down, and in relation to the equipment or items etc. on display) beyond those identified by Ag Days, which may not be within the knowledge or control of Ag Days. The Exhibitor will ensure that the said Exhibitor, his agents, servants, and employees, are made aware of the particular safety requirements, laws and regulations relating to the Exhibitor's

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booth, and provided with training on those safety requirements, laws, and regulations, as well as the safety requirements identified by Ag Days.

20. That any breach of the conditions of this contract by the Exhibitor or his/her agent(s) shall cause Ag Days to take whatever remedial action may be required immediately and may involve cancellation of any and all Exhibitor's rights and privileges and the removal of the Exhibitor's display and effects. Ag Days reserves the right to refuse future applications from an Exhibitor who has been found to be in breach of this agreement.

21. **Unforeseen Cancellation:** In the event that the show is cancelled due to public health orders or restrictions, at the request of the Keystone Centre, or for any other reason outside of the control of Ag Days including acts of God, wars, epidemics, pandemics, hostilities, blockades, earthquakes, civil disturbances, strike or lockouts, revolutions, terrorist attack or government rules or restrictions after payment has been made, the Exhibitor waives and hereby indemnifies Ag Days from any and all damages and claims for damages, losses or costs incurred by the Exhibitor and agrees that the sole liability of Ag Days shall be to return to each Exhibitor their exhibit space sale payment, less the Exhibitor's prorated share of all costs associated and expenses incurred and committed by the show, provided that the Exhibitor is not otherwise in breach of this Agreement.



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Schedule A of Manitoba Ag Days Exhibitor Contract 2024

(Only to be completed if bringing own move-in equipment such as forklifts/scissors lifts - see item #11-b of Exhibitor Contract)

EXHIBITOR INFO

Exhibitor Name: _____
Booth Location (Room): _____
Booth Number: _____
Set up Time: _____
Tear down Time: _____

Equipment you would like to bring in for move in / move out: _____

Reason for needing to bring your own equipment: _____

Reason our equipment does not suffice: _____

LICENCING

Operator name: _____
License #: _____
Confirmation of training: _____
Contact Phone Number: _____
Contact Email Address: _____

Waiver of Liability

This agreement releases **Manitoba Ag Days Inc.** from all liability relating to injuries or damage that may occur from the use of personal equipment inside the Keystone Center January 13th to January 21st, 2024. By signing this agreement, I/we agree to hold harmless and indemnify Manitoba Ag Days Inc. from any liability, costs and including legal fees, for injuries, losses, or damages suffered by us or incurred by our own representatives or third parties, regardless of whether injuries or damage are caused by negligence.

I/we also acknowledge the risks involved in the operation of personal equipment. These include but are not limited to damage of property, injury to individuals, injury to self or property, etc.. I/we acknowledge that we are participating voluntarily, and that we understand all risks associated with the operation of personal equipment. Additionally, I/we or those operating the equipment do not have any conditions that will increase the likelihood of experiencing injuries while engaging in this activity.

I/we represent and warrant that only those who have appropriate training, and where applicable certifications or licensing, will operate our personal equipment.

By signing below I/we forever waive all right to bring a suit against **Manitoba Ag Days Inc.** for any reason. In return, I/we will receive permission to utilize my/our own equipment during move in and move out of the tradeshow. I/we will also make every effort to obey safety precautions as listed in writing under the exhibitor section of the registration package and any commands explained to us verbally during move in and move out. I/we will ask for clarification when needed.

I, we _____, fully understand and agree to the above terms.
(Please Print name)

Signature

Date