

# EXHIBITOR CONTRACT 2019

1. The Exhibitor agrees to abide by all regulations and rules adopted by Manitoba Ag Days Inc. and contained within this agreement in the best interests of the Show and agrees that Show Management 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 risk and Manitoba Ag Days Inc. 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 Manitoba Ag Days Inc. 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 Manitoba Ag Days Inc. by December 1<sup>st</sup>, and failure to do so may result in forfeiture of the Exhibitor's display space.
4. In the event the building is destroyed by fire or the elements or if any circumstance whatsoever should occur which makes it impossible for Show Management to permit Exhibitors to occupy the premises or if the show is cancelled, the Exhibitor shall pay for space only for the period the space was occupied by such Exhibitor. Manitoba Ag Days Inc. will be in no way responsible for any claims or damages, which might arise in consequence thereof. A refund of monies received from the Exhibitor will be made on a pro rata basis by Manitoba Ag Days Inc., for each whole day that the show is not held as proposed and Manitoba Ag Days Inc. shall be released from any and all claims for damages or otherwise.
5. Payment of display space is due immediately upon approval of application. Payments not received in full by November 1<sup>st</sup> will be considered delinquent and forfeiture of space may 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) if cancellation is received prior to November 1<sup>st</sup>. If the Exhibitor cancels after November 1<sup>st</sup>, 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.
6. Show Management reserves the right to reject or prohibit exhibits, or any parts of exhibits which Show Management 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 Manitoba Ag Days Inc. and may be relocated when, in Show Management's opinion, such moves are deemed necessary. A photograph or sketch of the Exhibitor's display may be required by Show Management. Exhibit locations and/or space allotted is at the discretion of Show Management and is never guaranteed from year to year.
7. The Exhibitor application and contract are not transferrable. Subletting of a booth or equipment space by the Exhibitor is 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.
8. All exhibits must be contained wholly within contracted space. Height restrictions to exhibit materials do apply in certain rooms and must be adhered to. Manitoba Ag Days Inc. maintains a good neighbor policy in that all draped booth space displays must not reduce visibility into a neighboring booth. Manitoba 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

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exhibitors or event patrons in surrounding areas. Undue noise or dangerous or unseemly methods of demonstrations employed while operating exhibits will not be tolerated. Show Management is authorized to 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 Keystone Centre Operations Manager or Assistant Manager.

b) Exhibitors may operate their own forklift or scissor lift only if it is propane operated, meets all safety standards and 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.

c) No distribution is permitted of helium filled balloons, 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.

d) Any damage to the building indoors and outdoors will be the responsibility of the Exhibitor. Manitoba Ag Days will invoice out 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.

e) 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 Show Management and the Keystone Centre prior to the show. There may be a fee associated with food and beverage distribution. Exhibitors caught in breach of this line item will have to pay a fine to both Manitoba Ag Days and the Keystone Centre.

13. Company representatives will not be allowed to conduct any business at Manitoba Ag Days Inc. unless they have paid booth space. Representatives caught doing business on the show grounds 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 but must remain intact **until five o'clock p.m.** of the last day of the Show. Failure to abide by this regulation could 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.

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. Show Management 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.

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17. In our commitment to maintaining the accuracy, confidentiality and security of your personal information, it is Manitoba Ag Days Inc. 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 Manitoba Ag Days Inc. to use and disclose contact information as needed for the purposes of show promotion and information, and specifically with The Western Producer, Shippam & Associates and Central Displays. Corporate names, booth locations, website addresses and business categories will be published in our show guide 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 new product or new invention category, an Exhibitor may apply in writing to Show Management 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](http://www.agdays.com) for a listing of the safety requirements, laws and regulations applicable to the Show. While Manitoba Ag Days Inc. 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 Manitoba Ag Days Inc., which may not be within the knowledge or control of Manitoba Ag Days Inc. 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 booth, and provided with training on those safety requirements, laws, and regulations, as well as the safety requirements identified by Manitoba Ag Days Inc.

20. That any breach of the conditions of this contract by the Exhibitor or his/her agent(s) shall cause Show Management 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. Show Management reserves the right to refuse future applications from an Exhibitor who has been found to be in breach of this agreement.

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## Schedule A of Manitoba Ag Days Exhibitor Contract 2019

(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 18th to January 25th, 2019. By signing this agreement, I agree to hold Manitoba Ag Days Inc. entirely free from any liability, including financial responsibility for injuries or damages incurred, regardless of whether injuries or damage are caused by negligence.

I 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 swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.

By signing below I forfeit all right to bring a suit against **Manitoba Ag Days Inc.** for any reason. In return, I will receive permission to utilize my own equipment during move in and move out of the tradeshow. I 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 me verbally during move in and move out. I will ask for clarification when needed.

I, \_\_\_\_\_, fully understand and agree to the above terms.

(Please Print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date