

COMMERCIAL EXHIBIT RULES AND REGULATIONS

In consideration of being granted a license to use the specified facilities or space of the Markham and East York Agricultural Society (hereinafter called Markham Fair) the undersigned (hereinafter called the Licensee) agrees to all the terms, conditions and covenants herein contained.

1. All Licensees, their agents, employees, affiliates, invitees, contractors, subcontractors or workpeople are subject to the General Rules and Regulations of the Markham Fair.
2. The Markham Fair, its Directors, Committee Members or Employees shall not be responsible in any way for any injury to any person, or for any loss of or damage to any property belonging to the Licensee or Renter or such other person or persons contracting herein, for the use of property or premises of Markham Fair, their invitees, licensees, agents, contractors, subcontractors, affiliates, employees or workers, while such person or property is in or about the premises, or any walkways, truckways, platforms or corridors in connection therewith, including (without limiting the foregoing) any loss or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises, or any adjacent or neighbouring land or from water, steam or drainage pipes or plumbing works thereof or from any other place or corridor for any loss or damage caused by or attributable to the conditions or arrangement of any electric or other wiring or for any other loss whatsoever arising out of the occupancy of the premises or any operations or activities conducted therein by such persons as aforesaid and the renter or Licensee and such other person or persons contracting herein for the use of property or premises of the Markham Fair covenants to indemnify the Markham Fair, its Directors, Committee Members or Employees against all loss, cost claims or demands in respect of any injuries, loss or damage referred to in this paragraph.
3. The Licensee expressly covenants and agrees to obey all Municipal, Provincial and Federal Statutes, Bylaws and Regulations and to obtain and pay for such necessary permits, licenses, or other authorization as may be required by Federal, Provincial and Municipal regulations.
4. No portion of the property or premises covered by this agreement may be sublicensed or assigned by the Licensee unless specifically agreed to, in writing by the Markham Fair.
5. The Licensee agrees to observe speed limits on the Markham Fair Grounds, parking regulations, admission fees or pass policies which may be in effect, the direction of parking attendants and security personnel and such other regulations as are established by Markham Fair.
6. The Licensee shall be responsible for all damages to or loss of Markham Fair property (normal wear and tear excepted) that result from the granting of this license.
7. Markham Fair reserves the right to inspect the licensed premises at any time.
8. Markham Fair reserves the right to cancel this agreement at any time if, in its opinion, the terms and conditions of this license are not being observed.
9. Markham Fair reserves the right to limit the number of booths for any particular display, product, service or craft.
10. The Licensee covenants and agrees to pay such fees and charges as are contained in this license.
11. Markham Fair shall not be liable for any damages resulting from Markham Fairgrounds being unexpectedly closed.
12. Markham Fair reserves the right to relocate or alter the space assigned to the Licensee.
13. The Licensee shall not employ anyone under the age of 14 years.
14. The Licensee is responsible for the placement and cost of all insurance related to participation in the event. The license agreement between the Licensee and Markham Fair is contingent upon the Licensee providing Markham Fair with a Certificate of Insurance indicating a minimum of \$2,000,000 Commercial general insurance including bodily injury, personal injury, and broad form property damage; blanket contractual liability; products and completed operations, names Markham Fair as an Additional Insured and includes coverage for the dates of set-up and tear-down.
15. The Licensee is permitted to exhibit or sell only those products and services as listed on the license agreement.
16. The Licensee agrees to staff the licensed booth and/or property at all times during the Fair hours of operation as stated on the Commercial Exhibits Space Application Form.
17. The Licensee is prohibited from conducting a lottery or selling lottery and/or break open tickets.
18. No soliciting or other activity for any purpose will be permitted except from within the booth or space licensed for that purpose.
19. No Licensee is to mark or in any way deface the premises. In particular, no nails, hooks, tacks, screws, gummed or adhesive stickers are to be utilized on/in any part of the premises. Use of said materials will be subject to reasonable removal/repair charges by Markham Fair.
20. The Licensee 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. Food concession licensees are required to provide and place appropriate fire extinguishers. **Indoor Licensees are required to complete a Certificate of Flameproofing that must be made available upon request.** For inquiries contact Markham Fire and Emergency Services.
21. Licensees planning to operate free draws or distribute any advertising material, must provide complete details to Markham Fair, in writing, prior to the first day of operation. All awards must be drawn prior to the closing of the Fair and the names of winners, along with their address and telephone number must be submitted to Markham Fair on the final day of the license agreement.
22. Indoor exhibits located in center locations must not exceed eight feet in height (including signs). Exhibits located along perimeter walls may be built higher, if approved by Markham Fair.
23. Exhibit walls and dividers may not be higher than four feet from the floor at any point beyond five feet from the back of the exhibit.
24. The Licensee agrees to maintain clean premises and observe sanitary food handling practices. **All food Licensees are required to complete a York Region Health Department Vendor Application form and provide it to Markham Fair at least two weeks prior to the opening of the Fair.** All food concessions are subject to inspection by the York Region Health Department.
25. Refuse/waste containers for use inside the concession are the responsibility of the Licensee. All refuse must be placed in the designated refuse bins in that area. All cardboard must be flattened and tied for recycling.
26. Gray water must be held in reservoirs until disposed of by Markham Fair Staff.
27. Late arrivals may find their space occupied by a "stand by" licensee. No refunds will be paid in this instance.
28. Cancellation of agreement by Licensee up to 45 days before the Fair shall result in the forfeiture of 50 percent of the total amount of this license. Cancellation of agreement by Licensee within 45 days of the Fair shall result in the Licensee being liable for the total amount of this license.
29. The Licensee shall be charged for electrical services to connect to power sources and electrical inspection fees as per license.
30. Hydro hookups are available but could be up to 50 feet from the space. It is the responsibility of each Licensee to provide his/her own extension cord. All hydro equipment and connections must conform to the Electrical Safety Code in Ontario and CSA Approved Standards. Available hydro hookups are as follows: 110 volt is one triplex 15 amp circuit, 220 volt is one 30 amp circuit or two 15 amp circuits.
31. No pegs may be driven into any paved area without permission of Markham Fair.
32. The Licensee agrees that no display material may be dismantled or removed during the entire term of the license agreement.
33. The Licensee agrees to remove all materials, supplies and equipment within 24 hours of the final day of the license agreement or at the discretion of Markham Fair. Failure to comply will result in Markham Fair removing and disposing of any items at the expense of the Licensee.
34. The Licensee is subject to an additional charge equivalent to 25 percent of the total of this license for each day the Licensee exceeds the dates stated in the licensed agreement.
35. Undue noise or unseemly methods of demonstration employed while operating concessions or exhibits will not be tolerated. Sound levels of radios, P.A. systems and all other sound amplification equipment must not interfere with other licensees or event patrons. The decision of what constitutes undue noise or unseemly methods shall rest with Markham Fair whose decision shall be final.
36. Licensees vending food and/or refreshments are not permitted to use sound amplification systems.
37. Approval of a Commercial Exhibit Space Application is indicated by one of the following: a) receipt of a confirmation letter/email by the Licensee from Markham Fair or b) signature on the License by Markham Fair. Acceptance of cash, cheque, credit card or other means of payment does not constitute approval by Markham Fair.
38. The Licensee agrees to abide by all regulations and rules adopted by Markham Fair in the best interest of the Fair and agrees that Markham Fair shall have the final decision in adopting any reasonable rule or regulation deemed necessary prior to, during and after the Fair.