



General Conditions to Rental Agreement

Article 1

In the following general conditions, the term Lessor shall be used to refer to the Markham & East York Agricultural Society & the term Lessee shall be used to refer to the party entering into the Rental Agreement with the Markham & East York Agricultural Society.

Article 2

The Lessor covenants and agrees as follows:

2.1 To permit the Lessee to peaceably and quietly use and enjoy the premises for the time stipulated in the Rental Agreement.

2.2 To provide in and on the premises for the use of the Lessee such supply of water, electricity, light, heat as are required by the terms of the Rental Agreement, provided that the Lessor shall not be responsible for any claim of any nature or kind for loss or damage due to a failure or breakdown in the supply of such utility systems or for the lack of utilities in the premises due to any circumstances.

2.3 To provide such services as:

- (a) are expressly provided for in the Agreement and these conditions, or
- (b) determined in the sole discretion of the Lessor as reasonably required for the care, control & maintenance of the premises & the users thereof, to be provided by the Lessor under its supervision and at the Lessee's expense.

Article 3

The Lessee covenants and agrees as follows:

3.1 Use & Occupation

(a) To use the premises during the time stipulated in the Agreement only for the purpose stipulated in the Agreement and not to use or permit the premises to be used for any other purpose or for any performance, exhibition or entertainment which may reasonably be objected to by the Lessor, or which may be immoral, improper or illegal.

(b) That it will not operate or permit to be operated any midway or mechanical type rides on the property covered by this Agreement nor operate or permit to be operated any games of chance, including but not limited to, bingo, roulette, or wheels but excluding the operation of raffles. Special exemptions may be negotiated with Board approval.

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- (c) To prohibit the use of any inflammable material for decoration or for any other purpose which might constitute a fire hazard. Draping, table covering, booth partitioning and carpeting used in a show must be of flame-retardant material. See Article 7.
- (d) To exclude from any building any low pressured gas, gasoline, coal, oil or any other flammable fluid whether in containers, machines, motors boats or any equipment of any kind whatsoever, 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 Licensor on the premises or render any such policy of insurance liable to cancellation or render such policy of insurance invalid.
- (e) That the terms of the Rental Agreement do not include the right of the Lessee to use or occupy those portions of the premises comprising the Administrative Offices of the Lessor, the mechanical rooms or any other similar building service areas.
- (f) That no request for additional services, premises, alterations or other request by the Lessee to be provided by the Lessor during the Lessees use and occupation will be considered for approval by the Lessor unless submitted in writing to the Lessor not later than fourteen (14) days prior to the time for the performance of the request, and approval is obtained from the Lessor in writing, which approval may be granted or withheld at its sole discretion.
- (g) That the Lessee will give efficient, experienced and qualified supervision to the conduct of the event using its best skill and attention at all times. Further, the Lessee agrees that it will hire all staff necessary for the conduct of the event subject to the right of the Lessor at any time before or during the term of the Lease to direct that any work or services to be performed at the premises shall be performed by employees satisfactory & acceptable to the Lessor in its sole and absolute discretion.
- (h) That the relationship between the Lessor and the Lessee constituted by the Rental Agreement and these conditions are solely that of a proprietor and a party licensed for temporary use and occupation of the premises and the same shall not constitute the Lessee as Agent, Servant, Employee or representative of the Lessor, nor shall the same constitute the Lessee as a Partner, Joint Venturer or Agent of the Lessor. Provided further that the use of the Markham Fair Grounds contemplated by the Rental Agreement does not include the use of the name "MARKHAM FAIR" either directly or by implication and that the use of the name "MARKHAM FAIR GROUNDS" shall be limited to location description only.
- (i) To remove from the premises on or before the date specified in the Rental Agreement for departure all goods, chattels, equipment or other materials brought on the premises by the Lessee or by any person with the authorization of the Lessee. If the same shall not have been removed within such specified time, the Lessor shall be at liberty & is expressly granted the right by the Lessee, to remove & dispose of the same as it sees fit, including but not limited to the right to sell the same by private sale or public auction, and the Lessor shall not be accountable to the Lessee in any manner whatsoever for such disposition. Provided that the Lessor shall deduct its costs of removing & selling the same and any other financial obligations owing to the Lessor by the Lessee and the Lessor shall then pay the balance of the proceeds to the Lessee.
- (j) To deliver up the premises at the conclusion of the Lessee's use in the same condition and state of repair as received by it excepting only reasonable wear & tear (subject to pre and post inspection).
- (k) The lessee assumes the responsibility of constructor as defined in the Ontario Occupational Health and Safety Act Sec.1 (1), Sec.23 (1).

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(l) Floor and or site plans are required to be submitted to the fair office for approval of the Fire Marshal or designate at the Board's discretion, three days before the event.

(m) All costs for lost keys, i.e. re-keying and replacement, will be charged to the lessee.

(n) Show management will provide 50 tickets to their event for Fair personnel. Staff and/or director identification will allow access to the venue.

(o) Distribution of flyers, on vehicles, in parking lots, is strictly prohibited.

3.2 Payment

Provided that the Lessee shall pay to the Lessor a sum equivalent to 20% of the Total Rental and Services Fee as described in the Rental Agreement upon execution of the said Rental Agreement and that the said 20% shall be a non-refundable payment.

(b) The Lessee shall pay to the Lessor a sum equivalent to 30% of the Total Rental and Services Fee as described in the Rental Agreement 90 days prior to the commencement of the event and that the said 30% shall be a non-refundable payment.

(c) The Lessee shall pay to the Lessor a sum equivalent to 50% of the Total Rental and Services fee as described in the Rental Agreement 14 days prior to the commencement of the event and that the said 50% shall be a non-refundable payment.

(d) To pay to the Lessor such sums & at such times as stipulated in the Rental Agreement & these conditions by cash or certified cheque in lawful money of Canada.

(e) Such solicitor's fees on a solicitor & client basis as may be incurred by the Lessor in enforcing any of its rights pursuant to the Rental Agreement.

3.3. Performance Bond

(a) To pay to the Lessor a Performance Bond specified by the Rental Agreement.

(b) If the Lessee terminates or cancels the Rental Agreement prior to the commencement of the time of the event, the Performance Bond described in the Rental Agreement in of these Conditions shall be forfeited absolutely to the Lessor as damages for such termination or cancellation; provided however and it is expressly agreed that if the Lessee should not use or occupy the entire portion of the premises covered by the Rental and these Conditions, it shall do so at its sole discretion and shall not be entitled to any allowance, rebate, or proportionate refund of any sum paid or payable by it to the Lessor pursuant to the terms of the Rental Agreement & these Conditions.

(c) That the Performance Bond specified by the Rental Agreement & these conditions is paid for the purpose of covering any loss or damage which may be sustained by the Lessor by reason of any breach of the covenants of the Rental Agreement or these Conditions; the said Performance Bond shall be paid forthwith upon the execution of the Rental Agreement. Upon the Lessee vacating the premises, the Lessor shall inspect the premises and shall return the Performance Bond to the Lessee upon satisfying itself that the premises have been left in a satisfactory condition. If, however, any damages should be caused or sustained to the premises which have not been repaired or made good, the cost of same, including particularly the cost of making good the defacement and/or damages to the premises shall be deducted from the amount of the Performance Bond, the Lessee hereby covenants to pay the same on demand.

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3.4 Indemnification

That during the use & occupation of the premises the Lessee will indemnify and save harmless the Lessor from & against any and all liability whatsoever resulting from injury or damage to any person, persons, or property by reason of or as a result of the use & occupation of the Fair Grounds directly or indirectly as herein set forth, or by reason of or as a result of the acts of it or its servants, agents, employees or workmen.

3.5 Liability & Insurance

(a) The Lessee shall obtain & maintain in force during the term of the Rental Agreement insurance in an amount of not less than \$5,000,000.00 or as otherwise specified in the Rental Agreement in a form satisfactory to the Lessor.

(b) The Lessor shall be named as an additional insured on any and all policies of insurance governed by this Article.

(c) The Lessee shall provide the Lessor with a Certificate of Insurance at least fourteen (14) days prior to commencement of the event covered by the Rental Agreement; and such certificate shall describe in full the operations of the Lessee under the Rental Agreement which are being insured and will cover event move-in, event and event move-out days as stipulated in the rental agreement. Failure to produce a Certificate of Insurance 14 days prior to the commencement of the event may result in cancellation of the said event.

(d) The Lessee shall insure that a cross-liability clause is included in the policy of insurance & in the Certificate provided to the Lessor.

(e) Provided that the Rental Agreement shall be null & void unless the aforesaid Certificate of Insurance is delivered to the Lessor prior to the stipulated time. In the event of cancellation under this clause all payments made to the date of cancellation shall be forfeited to the Lessor.

Article 4

4.1 Miscellaneous

Any matters not expressly provided for in the Rental Agreement or these conditions shall be in the sole discretion of the Lessor.

4.2 Assignment

The Lessee shall not assign this Agreement or any of the benefits provided herein or part with possession of the premises during the time of use thereof granted to it according to the terms hereof either in whole or in part without the express written consent of the Lessor, which consent may be granted or withheld in the sole discretion of the Lessor, and any such disposition or attempt thereat shall forthwith render this entire Agreement null and void.

4.3 Default

In addition to any other Provision of the Rental Agreement or these Conditions:

(a) In the event the Lessee shall be in default of payment of any sum of money required to be paid to the Lessor as provided by the Rental Agreement, at the times and in the manner specified in the Rental Agreement or these Conditions, or if any default be made by the Lessee in performance of

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any of the covenants or agreements herein contained, this Agreement shall, at the option of the Lessor cease & terminate and the Lessee shall not thereafter have any rights to the use and occupation of the premises.

(b) In case the premises or any other designated area therein shall be destroyed or damaged by fire or any other cause, or if any casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by the Lessor impossible, then & thereupon this Agreement shall terminate & the Lessee shall pay the rental for the designated areas only up to the time of such termination at the rates specified by the Rental Agreement, and the Lessee 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 Lessor or any rights it may have against the Lessee to recover damages as a result of such fire or other cause.

4.4 Disclosure

It is understood & agreed that the Lessee named herein is the real party in interest and the Lessee is not acting for or on behalf of an undisclosed principal & should it hereafter appear that the Lessee is not a real party in interest, that fact shall be grounds for permitting the Lessor to immediately cancel this Agreement & any remaining portion of the time thereof without liability on the part of the Lessor.

4.5 Notice

Any and all notices, demands & 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 this Agreement, may be served personally or may be served by registered mail & in any such case, shall be deemed to have been served on a date of personal service or on the seventh business day following the mailing thereof. Until & unless changed by notice in writing, the addresses for the parties shall be as set forth in the Rental Agreement.

4.6 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 this Agreement or application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, & each term, covenant or condition of this Agreement shall be valid & shall be enforceable to the fullest extent permitted by law.

4.7 Captions

The Captions & Headings in this Agreement are for convenience of reference only and shall not effect the interpretation of of any provisions in this Agreement or its scope or intent.

4.8 Time

Time shall in every respect be of the essence of this Rental Agreement & the Conditions thereto.

Article 5

5.1 Noise Policy

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The Lessee acknowledges that the Fairgrounds are subject to the Town of Markham's Noise By-Law 218-89 as amended which deems the area residential and that the grounds are subject to various noise restrictions including a prohibition on: "The operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production, reproduction, or amplification of sound" – from 5 pm to 7 am (to 9 am on Sundays).

5.2 Article 9 of the Noise By-Law allows for an exemption to the Noise By-Law by Council of the Town of Markham. If the activities or the Lessee require an exemption from the By-Law, the Lessee must obtain an exemption from Council and have it available for viewing during the events planned. Further the Lessee must provide the Fair with copies of all advertisements and published notices so that the Fair may be assured that the Lessee is in compliance of the Exemption. Should the Lessee plan to apply for an exemption, then the Lessee must inform both the York Region Police and the Lessor in writing of their application. If an exemption is granted by Council, the Lessee will provide a copy of the Exemption to the York Region Police and to the Lessor three days before the event.

Notwithstanding the availability of a Council exemption, Lessee covenants and agrees that there will be no external amplification after midnight. Events may continue within the leased buildings in accordance with the Council's exemption.

5.3 If the Lessee's activities will result in amplified noise, Lessee shall provide a specific Noise Deposit based on the expected number of attendees and the type of event. If the Lessee does not comply with the Fair's policy or if the Lessee contravenes the Town's Noise By-law, this deposit will be forfeited. The Lessee will also be liable to the Fair for its damages in excess of the deposit amount. This deposit is in addition to the Performance Bond discussed in Article 3.3. The Lessee will also be liable to any legal action the Town may initiate as a result of the breach of the Noise By-law.

The Noise Deposit will be determined on a case by case basis at the Lessor's discretion.

Article 6

6.1 Crowd Control

The Lessor reserves the right to require the Lessee to hire security, which may include the hiring of paid duty police officers. The cost of hiring security will be at the Lessee's expense. Paid duty police officers are required at all events where alcohol will be served, unless stipulated by the Lessor.

6.2 Concessions

The lessee must obtain approval from the York Region Public Health Services Department for the selling/serving of food. Proof of application submission must be provided to the Markham Fair Office 10 days prior to their event.

6.3 Alcohol

If alcohol is being served, proof of a Special Occasions Permit must be provided to the Fair Office 5 days prior to the event.

6.4 Electrical

Showtech Power & Lighting are the official electrical contractors for all events held at the Markham Fairgrounds. It is the responsibility of the Lessee to contact them for the hydro hook-up.

6.5 Digital Advertising

Google Business Pages: You must adhere to the Google guidelines for placement of your event/company pin on a Google map. You may not place your company's pin anywhere on Markham Fair property. Always follow [Guidelines for representing your business on Google](#). Your Google business information must be registered with your permanent business address.

6.6 Unmanned Aircraft Vehicle (UAV)

Respectfully we would ask that during event preparations that UAV use and restrictions be discussed and if UAV's are to be used that the proper procedures/permits are put in place to ensure other aircraft and aerodromes are aware. Please review the Transport Canada article [Do's and Don'ts for flying your drone safely and legally](#).

Article 7

It is required that the lessee review and understand the Fire safety Plan in conjunction with Markham Fairgrounds and Markham Fire Department.

Follow this link to download [document: Markham Fair Safety Plan](#), (PDF 147KB)

7.1 Fire Regulations:

- (a) Aisles between display booths must be a minimum of 8 feet.
- (b) All involved parties with any show exhibit must comply with Federal, Provincial and Municipal building and fire codes.
- (c) All fire & emergency equipment located in the building may not be hidden/ obstructed in any way. Emergency exits and aisles must be kept clear and unobstructed. Vehicles parked on fire routes will be removed at the owner's expense.
- (d) All electrical equipment must be CSA or UL approved.
- (e) Draping, table covering and booth partitioning used in a show must be treated and maintained by an approved flame-retardant solution. ([see list of providers](#)).
- (f) All material is subject to inspection and flame-testing at any time by the Fire Department and/or the Director of fire Safety.
- (g) Plastic fabrics & other materials that are not fire retardant are prohibited from being used at Markham Fair facilities.
- (h) The Licensee shall assume full responsibility in advising and enforcing all fire regulations with their exhibitors.
- (i) Boxes, packaging and other unused exhibitor material must not be stored on top of, or around any electrical connections, fittings, or transformers.
- (j) Any equipment that uses open flame as part of an exhibit must be approved in writing by Markham Fair facilities.
- (k) Storage safety is the responsibility of the Licensee. Storage piles shall not exceed 12ft. in height.

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- (l) When the fire alarm sounds, all maglocks will deactivate. They will be reactivated once the alarm is cleared and the fire panels have been reset.
- (m) Flame Resistance Test:
 - (i.) The following test (NFPA 705 flame test) may be used to determine if a material is flame resistant:
 - 1) Cut off a small piece of the material (1" wide x 4" long) and hold it with a pair of pliers;
 - 2) Hold a wooden match below the bottom of the material 12 seconds;
 - 3) If, when the match is taken away, the material stops burning within 2 seconds, it is flame resistant;
 - 4) If the material goes up in flames immediately or continues to burn for more than 2 seconds after the match is removed, it is not flame resistant.
 - (ii.) Draping, table covering, booth partitioning and carpeting used in a show must be of flame-retardant material. All material is subject to inspection and flame-testing at any time by the fire Department and/or the Director of fire Safety.

7.2 Obstructions:

- (a) Nothing shall be hung from or affixed to any sprinkler piping or heads. Construction or ceiling decorations of the booths must not impede the operation of the sprinkler system.
- (b) All exit doors shall be in an operable condition and shall remain unobstructed at all times. Exit signs, fire department handsets and portable fire extinguishers shall not be obstructed in any manner.
- (c) All fire & emergency equipment located in the building may not be hidden/ obstructed in any way. Emergency exits and aisles must be kept clear and unobstructed.
- (d) Vehicles parked on fire routes will be removed at the owner's expense.
- (e) All entrances, exits, aisles, stairways, lobbies and passageways shall be unobstructed at all times.
- (f) Roof construction shall be substantial and fixed in position in specified areas for the duration of the Show. Easels, signs, etc., shall not be placed beyond the booth area into the aisles.
- (g) Aisles between display booths shall be a minimum of 8 feet.
- (h) Literature, supplies and handouts are permissible in reasonable quantities. Reserve quantities shall be kept in closed containers and stored in a neat, compact manner within the booth.