



TERMS & CONDITIONS

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2.1 PREAMBLE

Herein are contained the terms and conditions between the Exhibitor and the Gloucester Agricultural Society that are part of the Concession Contract agreement and are henceforth binding on both parties going forward.

The Exhibitor agrees to pay the Gloucester Agricultural Society (GAS) the total balance due as per the Concession Contract for the rights hereby granted to the Exhibitor;

2.2 CONTRACT CONDITIONS

The Exhibitor agrees to comply with the following Terms and Conditions and acknowledges that failure to comply may result in corrective or recovery charges being assessed to cover costs associated with the breach. This may also result in the removal of the offending concession from the Fairgrounds without further notice and/or refund.

Concession contracts are based on: category of product(s) presented and required frontage. Frontage is defined as the linear measure of distance required by the vendor to present or display their product or service. Frontage must include consideration for all of the vendor's components to be contained therein, including storage trucks/trailers/containers, signs, access door allowances and ventilation awning clearances, propane tanks, trailer hitches, condiment tables, etc. Vendors are cautioned that failure to take any required elements of their space into consideration may result in the expulsion of their display without notice or refund.

All contracts are subject to HST. In addition, every contract issued requires the Exhibitor to become a member of the Gloucester Agricultural Society (\$10/year).

To allocate sufficient space for stock storage, booths are 16ft deep unless otherwise specified. Additional depth or storage space may be purchased.

All booths are outdoor and no cover or other environmental protection is provided unless specified. Vendors should be prepared for all types of weather.

Vending categories include; a) Outdoor/Itinerate sales, b) food, c) candy, d) not-for-profit and e) percentage contracts.

Included with each outdoor/itinerate, food and candy contract is 2 @ 120 volt/15amp circuits. Additional and/or upgraded power is optionally available.

Booths in the lower deck Kidz Zone (see map of grounds) may close at 9pm. All other booths may not close before 10pm. If sufficient traffic warrants, concessions may stay open until the grounds close, typically at 11pm or when the Giant Ferris Wheel lights are extinguished.

As moving vehicles pose a safety threat to our guests, vehicular traffic is not permitted on the Fairgrounds within one hour prior of opening or 30 minutes after closing. Violations will not be tolerated and offending Exhibitors face ejection from the Fairgrounds without refund.

Parking passes for the full event period with in/out privileges can be purchased from the Main Office with your contract or any time during the Fair. The Fairgrounds are private property and no further notice will be given if a vehicle needs to be removed and impounded. The offending party will be responsible for any and all associated costs.

The Gloucester Agricultural Society agrees to permit the Exhibitor to use and occupy the assigned booth location(s) outlined in their contract for the purpose of participating in the Capital Fair.

Event Days: August 18-27, 2017

Occupancy Period: August 14-28, 2017

Exhibitors may begin setup at 8:00am on August 14th and must remove all equipment by midnight, August 28th. Expect power to be disconnected on Sunday, August 27th at 10:00pm.

3.1 INSURANCE REQUIREMENTS

The Exhibitor, by execution of this contract, hereby agrees to provide third party legal liability insurance for all liability arising out of bodily injury or property damage which might be suffered by any person, persons, or corporations imposed by law, such insurance to be for not less than \$2,000,000.00 per occurrence or loss and to be in full force and effect at all times during the occupancy period contracted for herein together with any additional set up or removal periods, inclusive.

Prior to Booth opening, the Society requires a liability insurance certificate in favour of the Exhibitor, which includes naming of the following as additional named insured;

| | | |
|---|--|---|
| The Gloucester Agricultural Society 2149 Hubbard Crescent Ottawa, Ontario K1J 6L3 | Rideau Carleton Raceway Holdings Inc. 4837 Albion Road Ottawa, Ontario K0A 1X3 | The Corporation of the City of Ottawa 110 Laurier Ave Ottawa, Ontario K1P 1J1 |
|---|--|---|

Please note: The certificate of insurance should reflect the occupancy period, not just the event days.

Contracts are valid for the current fair season only and will not automatically rollover to the same conditions in subsequent years.

Locations will be distributed to applicants on a first to provide a deposit, first to be awarded basis.

The Committee will, to the mutual benefit of both parties, accommodate each request wherever possible. Locations are assigned by the Committee in an effort to best balance the show, based on type of products being sold and the requirement for power and water. The Committee reserves the right to make any location changes it deems fit, either before or during the Fair. All decisions of the Committee are final.

Contracts are considered activated once the confirming deposit is received and all associated documents are received including but not limited to insurance, health dept forms, municipal special event forms, giveaway/contest forms, etc.

The Exhibitor hereby covenants to have the exhibit complete and ready to open no later than August 18th at 11:00am and will leave the exhibit in place until the official closing of the event on August 27th at 8:00pm.

All exhibits must be open to the public with a competent attendant in charge during all operational hours per the Concession Operation Schedule.

CONCESSIONS MAY NOT OPEN THEIR BOOTHS UNTIL THEIR CONTRACT IS COMPLETED, SUBMITTED AND PAID FOR IN FULL.

4.1 RETURNING EXHIBITORS

Previous year vendors/exhibitors enjoy first right to reapply if they have no performance issues including but not limited to early closing, non-payments, policy contravention, etc. Renewal notices must be responded to electronically or by registered mail, date stamped before 11:59pm, December 31st, 2017. After the deadline all locations will be considered released and available.

All renewal requests will be confirmed by return email by the Society within 24 hours of receipt. Absolutely no other notification method will be accepted. In the event of electronic data transmission failure, it will be the sole option of the Society to accept or reject a failed attempt.

4.2 PARKING

Concessionaires can purchase a grounds parking pass for \$30. The 10 day pass will permit unlimited in/out privileges. All parking permits must be displayed in the driver-side dashboard window of the vehicle or the vehicle may be subject to

removal without notice. Our Fairgrounds are private property and no further notice of our intention to tow offending vehicles will be given.

4.3 COMPLETING THE CONTRACT

To expedite the concession contract process, please make sure your contract is complete and correct. To confirm your contract, a non-refundable deposit is required. The date you submit your deposit will determine your location selection priority. First to be received, first to choose.

Special note: The Capital Fair is an Agricultural Fair and as such does not fall under City of Ottawa By-Law provisions. No City vendor permits are required to participate at the Fair. Should you be approached by a City By-Law Officer, please ask them to report to the Main Fair Office immediately.

5.1 FOOD VENDORS

The vendor must submit a City of Ottawa Health Department form available at <http://www.capitalfair.ca/assets/notificationoffoodservicespecial-events---general.pdf> and be Health Department inspected prior to opening for business. Failure to comply with all City of Ottawa Health authority directives is deemed a breach of contract and must be cured within 24 hours. Failure to do so will result in immediate closure and removal of the offending vendor from the Fairgrounds and a notice of the breach made available to other fairs and special events.

IMPORTANT! Food vendors are responsible for, at minimum, a pot wash sink, a handwash sink and a greywater system. The Fair provides a shared greywater disposal with access for all food vendors. Dumping of greywater anywhere other than the Fair provided disposal constitutes a breach of contract. In the event of a violation, there will be one written warning issued allowing 24 hours to cure said breach. Failure to do so will result in immediate closure and removal of the offending vendor from the Fairgrounds and a notice of the breach made available to other fairs and special events.

5.2 PAYMENTS

To make a payment with Paypal, Visa or Mastercard, use the following;

<http://www.capitalfair.ca/vendor-balance-due.html>

CANCELLATION OF THE CONTRACT FOR ANY REASON 60 DAYS PRIOR TO THE FAIR WILL RESULT IN FORFEITURE OF ALL MONIES/DEPOSITS PAID.

Cheques will be accepted prior to July 15th, 2018, payable to; Gloucester Agricultural Society 2149 Hubbard Crescent, Ottawa ON K1J 6L3

A \$25.00 fee will be applied to all NSF cheques.

5.3 GIVEAWAYS, CONTESTS, SAMPLING, ETC.

If you are planning a giveaway or contest, a copy of your entry ballot/form and a completed Giveaway/Contest Form will be required as part of your contract. Failure to do so will prohibit you from proceeding with your promotion and may result with the closure of your booth.

Any such promotions must be in compliance with all municipal, provincial and federal laws.

All promotions must be drawn prior to 5:00pm, Sunday, August 27th, 2017 and winners reported along with their contact information to the Main Office prior to 6:00pm, Sunday, August 27th, 2017.

Upon approval of Giveaway/Contest Form, the Exhibitor agrees all ballot information is strictly confidential and will not be sold, loaned, rented, or given to any other individual or organization for any purpose, whatsoever. The Fair reserves the right to deny a draw request at their discretion.

Balloons cannot be given away, sold or distributed unless specifically licensed by the Fair.

5.4 ATTRACTIONS

All advertised attractions are subject to change without notice and are neither implied nor promised to be part of any concession contract.

5.5 SECURITY

The Fair provides overnight "sentry" security to watch for suspicious activities. Be certain that this does not guarantee the safety of your property and the Society specifically does not assume any responsibility for any damage to, or theft of merchandise or equipment left on site. We recommend you take whatever steps you feel are appropriate to protect your valuables.

6.1 ADVANCED OPENINGS

EARLY SALES: Vendors may open prior to the Fair to provide food service to the carnival or Fair workers. Limited advanced sales licenses are available for \$100/day.

SPECIAL NEEDS DAY: THURSDAY prior to Opening Day from 7 am to 3:00 pm

Hydro Ottawa, the Fair Board, volunteers, and World's Finest Shows hosts a FREE party, including rides, tours of the attractions and a hot dog lunch for over 1,500 developmentally and physically challenged children and their caretakers. There is a limited vending opportunity from 9:00am to 3:00pm at this closed event for a flat \$100 fee.

DUE TO THE HIGH RISK ASSOCIATED WITH THIS PROGRAM, NO CONCESSIONAIRES WILL BE ALLOWED ON THE GROUNDS TO SET UP OR DELIVER STOCK UNTIL AFTER 3:00pm on this Thursday.

6.2 MEAL VOUCHERS (FOOD VENDORS ONLY)

The Fair Board provides MEAL VOUCHERS (see sample below) to our volunteers and associates. These can be redeemed for cash in the Main Office after 2:00pm on the last day of the Fair.

The meal voucher is only valid for food purchases, must clearly show the date used, the actual purchase amount used and be signed by an authorizing director/supervisor and the volunteer/associate. Incomplete or incorrectly completed vouchers will not be honoured until corrected. Avoid any reimbursement delays and ensure that all vouchers are properly completed.

| | | | |
|---|---|----------------------|----------------|
|  | MEAL TICKET | Date: _____ | #17-001 |
| | | Amount: _____ | |
| | Not to exceed \$10.00 | Volunteer: _____ | |
| | Valid only from August 18th to August 27th | Vendor: _____ | |
| | <small>Vendor please note: This ticket must be completely filled out to be valid. Redeem this meal ticket at the Main Office on Sunday, August 27th between 4:00pm and 9:00pm</small> | Authorized by: _____ | |

6.3 TRAILER LOAD-IN & CONCESSION LINE ETIQUETTE

You may arrive for load-in beginning on the Monday prior to the Fair opening. For special power connections, please note the times that an electrician will be available for hookup.

For easy placement, exhibitors with trailers that require power should verify their connection is available and arrange to arrive as early in the week as possible. Our concession line allocates approximately 1 to 2 feet of space between you and your neighbor. If the line fills up prior to your arrival, your trailer may not be able to be placed and in severe cases we may not be able to accommodate you. It is your responsibility to provide sufficient information regarding your set up to allow the Committee to prepare for your arrival. If you are unable to bring your trailer down early, please be sure

the Concession Manager is aware of your situation and the type of trailer/booth you will be bringing. Reminder: deposits are non-refundable.

In the event that your power connection is unavailable at the time of your arrival, we recommend restricting the stocking of perishable goods unless you are prepared to provide a temporary generator.

Proper configuration of the Fairground is dependent on all participants cooperating to put on the best presentation possible. The Concession Committee will balance the show to allow each vendor the best possible opportunity to succeed, including strategic vendor placements for traffic flow. To ensure that no vendor(s) hides or obscures another, a line will be provided to align the front of the booths. During load-in, specifically to avoid subsequent repositioning, please be mindful of the line. If upon arrival you are unsure where the line is, see the Concession Manager or Admin staff.

Front canopies are permissible, and can extend into the common walkway in front of the concession line but must not exceed 36 inches in depth. Canopies may not have vertical sides or hanging signage that obstructs the view of a neighbour. Accessories must be pre-approved by the Concession Manager and include but are not limited to; tables (max 30" depth), condiment dispensers, cooking equipment, signage and/or brochure stands, etc. must be under the 36 inch canopy allowance. The intent of this new condition is to line up all booth faces so no one is hidden or set back from the concession line.

Non-compliant vendors will receive a written warning. A second offense will result in expulsion with no refund. Please note: The Capital Fair freely shares vendor performance profiles with other fairs.

7.1 CHECK IN

Upon arrival, please check in at the Main Office in the trailer opposite the white house (4837 Albion Road) at the south-west end of the Fairgrounds. The Office will be open from Monday, Aug 7th to Tuesday, Aug 29th from 9am to 4pm and open for extended hours during the Fair as required. Use 613-741-FAIR (613-741-3247) to contact the Main Office and for emergencies 613-851-3567.

8.1 ELECTRICAL CONNECTION

The Fair provides "field connection" electrical power which requires our distribution system to be set up differently each year. Exhibitors must provide accurate and detailed information regarding voltage, amperage and if non-standard, the type/configuration of required power plugs. Exhibitors who miscalculate their power requirements and overload circuits or cause an electrical interruption will be responsible for the costs of any emergency service calls and resultant damage. The Society does not take any responsibility for electrical failures of any nature.

Basic electrical power is automatically included in each contract and includes 2 circuits in an outdoor safe duplex box. Enhanced power may be optionally purchased. Connection times can be reserved for the Monday, Tuesday and Wednesday of opening week between 10am to 2pm. Any other hookup times will incur an installation surcharge, starting at \$300.00+

The Fair uses both hydro and generator power. While we recommend early hookups to avoid a rush, power may not be available until the Wednesday morning, prior to opening. If you are on generator power, electricity may not be available over night. Please indicate your requirement for overnight power on your contract application, but only if necessary for refrigeration. Power will be available during all Fair hours of operation.

8.2 WATER SUPPLY

Our water supply is derived from the City water system. The Fair provides sufficient hose to supply water to multi-faucet manifolds. To attach to our manifolds/hose system you must bring your own "Y" adapter and hose. Please cooperate with your neighbour and split into their line. In the event of any misunderstandings relative to water sharing, please contact the Fair Office and the Concession Manager will attend your site to resolve any disputes.

8.3 GREY WATER

A grey water sink for contaminated water is provided behind the concession lines. Unauthorized dumping of grey water will receive a written warning to desist. A second offence will trigger a mandatory evacuation order from the Fairgrounds with no refund.

8.4 GREASE DISPOSAL

Grease disposal barrels are provided behind the concession lines. Unauthorized dumping of grease will result in a mandatory evacuation order from the Fairgrounds with no refund.

8.5 PRODUCT RESTRICTIONS

Only products, offers and/or services listed in the use clause of the Exhibitor contract may be sold or presented by the Exhibitor. Products not so listed and deemed to be in direct competition with another vendor, will be ordered to be removed by the Concession Committee.

The Exhibitor further warrants that nothing displayed, sold, or offered by the Exhibitor will be in violation of any trademarks, copyrights or other intellectual property right and agrees to indemnify the Fair and save it harmless against all claims or demands by, and liability to any party or parties, and all expenses and costs, including legal costs on a solicitor and client basis, that may be incurred at any time that the Exhibitor is or may be in breach of this warrant.

The Fair, without limiting its other rights and remedies, may without warning or prior notice, close the Exhibitor's booth and eject the Exhibitor from the grounds and retain all proceeds of the Exhibitor's sales of any and all products as security for the performance of the foregoing agreement to indemnify.

9.1 BOOTH STOCKING

Stock deliveries must be completed at least one hour prior to opening, after which no vehicular traffic is permitted in the public area. Stock may be walked in to your booth using hand trucks or carts at anytime.

9.2 WEATHER

The Society does not assume any responsibility for damage or inconvenience caused to concessionaires or their products/equipment due to atmospheric conditions. Please assume that all area could be subject to rain, gusts of wind, a water covered floor, etc.

9.3 OPERATIONS - CONDITIONS OF CONTRACT DEFAULT

Our patrons are entitled to a full show. We track early closings or departures. Failure to comply with Fair business hours will disqualify you from attending future fairs and your actions will be made available to our OAAS & CAFÉ affiliated fairs and exhibitions. Please review the hours of operation to ensure compliance with your contractual obligations.

9.4 CONCESSION HOURS OF OPERATION - August 17th - August 26th, 2018 (subject to change without notice)

| Date | Upper Deck / Transition Strip (Midway, Kiddy Midway) | Lower Deck (Kidz Zone, Ag Displays, Special Events) |
|------------------------------|--|---|
| Thursday, August 16th | Special Needs Day 9:30 - 2:00pm | Special Needs Day 9:30 - 2:00pm |
| Friday, August 17th | Noon to 10:00pm | Noon to 9:00pm |
| Saturday, August 18th | 11:00am to 10:00pm | 11:00am to 9:00pm |
| Sunday, August 19th | 11:00am to 10:00pm | 11:00am to 9:00pm |
| Monday, August 20th | 1:00pm to 10:00pm | 1:00pm to 9:00pm |
| Tuesday, August 21st | 1:00pm to 10:00pm | 1:00pm to 9:00pm |
| Wednesday, August 22nd | 1:00pm to 10:00pm | 1:00pm to 9:00pm |
| Thursday, August 23rd | 1:00pm to 10:00pm | 1:00pm to 9:00pm |
| Friday, August 24th | Noon to 10:00pm | Noon to 9:00pm |
| Saturday, August 25th | 11:00am to 10:00pm | 11:00am to 9:00pm |
| Sunday, August 26th | 11:00am to 8:00pm | 11:00am to 9:00pm |

THE ABOVE TIMES ARE SET MINIMUM HOURS. CONCESSIONAIRES MAY ELECT TO STAY OPEN LONGER IF THEY WISH HOWEVER, ONCE THE GROUNDS ARE CLOSED, EVERYONE MUST CLOSE.

PLEASE NOTE: IN CASES OF LOW TRAFFIC OR EXTREMELY INCLEMENT WEATHER ONLY THE CONCESSION MANAGER MAY ELECT TO CLOSE THE SHOW EARLY. THIS WILL BE DONE IN WRITING, DELIVERED DIRECTLY TO YOUR LOCATION.

10.1 BREAK DOWN/DEPARTURES

Any exhibit(s) not removed from the grounds by the end of Tuesday, August 29th will be charged a “late fee” of \$100.00 per day, plus applicable taxes.

10.2 DISCLAIMER

All the above Terms and Conditions are subject to change without notice.

The Committee reserves the right to make any alterations or modifications as may be necessary from time to time.

In the event of a dispute, the Committee will attempt to work with all concessions towards reaching an amicable resolution. In the event that this process does not satisfy all parties, the Committee’s decision is final.

The Fair shall not be obliged to accept any contract and the Fair shall have the right to cancel any contract without refund on violation of any rule, regulation or term of this contract. The decision regarding the removal of an unqualified product or the entire booth, or a breach of rules, or any decisions on booth allocation and set-ups shall be at the sole discretion of the Committee.

The Exhibitor agrees to indemnify and save the Fair, and all its directors, officers, employees, agents, contractors and representatives (collectively, the “Indemnified Parties”) harmless from any and all damages, claims, liabilities, costs, expenses and demands, of any kind, including all legal fees on a solicitor/client basis incurred or suffered by the Indemnified Parties or any of them directly or indirectly arising out of any action whatsoever by the exhibitor, its agents, servants or employees while executing and providing the services contracted, whether or not such action is contemplated by these Terms and Conditions.

The Exhibitor agrees that none of the rights or authorities contracted for herein may be transferred to any other person(s) or entity whatsoever without the expressed written consent of the Committee.

The Exhibitor acknowledges and accepts that the Fair is committed to providing a Healthy and Safe work environment for its employees and for those who contract work or participate in activities on the property or in the facilities of the Owner. This commitment applies to all contracts. The Fair (or contractor, exhibitor, vendor etc.) shall abide by the Occupational Health and Safety Act and Regulations and any work guidelines provided by any Authority and agree that the Fair’s employees may intervene at any time to insure adherence to such regulations and guidelines.

The Exhibitor shall comply with all by-laws, rules and regulations and orders of the Gloucester Agricultural Society and shall participate in any applicable Society promotions.

I hereby certify that I have read and understand all the above Terms and Conditions and that they are a material part of the Exhibitor’s contract that I have requested.

PLEASE PRINT, SIGN AND INCLUDE WITH YOUR FINAL CONTRACT PAPERWORK UPON CHECK-IN.

Date Vendor

CONCESSION CHECKLIST

For your convenience please use this list to prepare your contract and required forms for submission to the Concession Office. Failure to do so may delay the finalization of your contract.

Forms required (please bring all that are required)

Check off once prepared

- A signed copy of this contract (may be sent by reply email)
- A signed copy of the [TERMS & CONDITIONS](#) (print and sign)
- If you are offering a giveaway, complete the [GIVEAWAY FORM](#) (on-line)
- A signed cheque for the balance due. Pls note: after July 15th this must be cash or money order **ONLY**.

FOOD VENDORS ONLY

- A copy of your menu and price list
- A printed and initialed copy of the [Special Event Form](#)
- A printed and completed copy of the [Notification of Food Service Special Events](#) form
- PLEASE ENSURE YOUR POWER REQUIREMENTS ARE CORRECT!!
- Review for compliance: [TSSA Authority for Inspection and Approvals](#)