

**ERIN HOME SHOW
April 25 to 27, 2025**

ERIN CHAMBER OF COMMERCE
Email: info@erinchamber.ca

VENDOR/CONCESSIONAIRE/EXHIBITOR/LESSEE AGREEMENT

B E T W E E N:

ERIN CHAMBER OF COMMERCE, ERIN HOME SHOW
LESSOR

-and-

LESSEE

AGREEMENT

1. INTERPRETATION

For the purposes of this Agreement:

- i. **The Lessor, the Erin Chamber of Commerce shall herein be referred to as the "ECC"**, wherein ECC means the executive, the directors, management, employees, agents, contractors and volunteers of the ECC. Decision making capacity resides with the executive, the directors, specific committees, and the management, and also with employees, agents, contractors and volunteers, where such authority has been granted by the executive, the directors and the management.
- ii. **"ERIN AGRICULTURAL SOCIETY Property"** shall herein be referred to as the "EAS", means any owned property, leased property or property otherwise under the control of the EAS, whether indoor or outdoor, and includes real property and personality.
- iii. **"Fairgrounds"** means any EAS Property on which the Erin Home Show is taking place.
- iv. **"Lessee"** means any person, organization or entity, entering into this Agreement, and includes lessee, vendor, renter, manager, driver, rider, employee or volunteer of the said Lessee, for the use of the Fairgrounds or EAS Property, or any part thereof, and is **hereinafter referred to as "Lessee"**.
- v. **"Visitor"** means any person attending the Fairgrounds or EAS Property, and includes a visitor, guest, invitee, whether or not the said Visitor entered upon payment of an entry fee.

2. LESSEE INFORMATION

COMPANY: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

***LESSEE CONTACT PERSON(S) AND TELEPHONE NUMBER(S) DURING OCCUPANCY OF THE FAIRGROUNDS**

TYPE OF BUSINESS / PRODUCTS FOR SALE

3. THIS AGREEMENT IS FOR:

- ☐ Inside Agri-Dome Concession Space – see attached Schedule B
- ☐ Outdoor Concession Space – see attached Schedule B
- ☐ Food Vendor Concession Space – see attached Schedule C
- ☐ The use of all or part of the following facilities

FACILITY	RENTAL FEE	HST	TOTAL
Agri dome			
Outside Vendor			
Food Vendor			
Hydro			
TOTAL RENTAL FEE			

PAYMENT: Payment of the Total Rental Fee, including HST, is due and payable to the Erin Chamber of Commerce with submission of this Agreement, or as otherwise set out herein. Payment may be made by money order, certified cheque, or e-transfer to info@erinchamber.ca

TOTAL RENTAL FEE: \$_____ PAYMENT DUE: _____
(date)

4. RENTAL PERIOD: BETWEEN THE FOLLOWING DATES:

Starting date _____ Friday, April 25, 2025 _____ time _____ 4:00 pm – 8:00 pm _____
Ending date _____ Sunday, April 27, 2025 _____ time _____ 10:00 am – 4:00 pm _____

5. SCHEDULES TO THIS AGREEMENT INCLUDE (check applicable schedules)

- ☐ SCHEDULE A - Rules and Regulations
- ☐ SCHEDULE B – Indoor / Outdoor Concessions
- ☐ SCHEDULE C – Food Vendors
- ☐ _____
- ☐ _____

6. INSURANCE AND INDEMNIFICATION:

The Lessee is required to have an insurance policy in place to cover risks to the ECC, the Lessee, and Visitors for the term of this Agreement, wherein the term of the Agreement for the purposes of this section includes time for load-in, load-out, set-up, take-down, and while any Lessee property is stored, parked or left in or on the Fairgrounds or EAS Property. The ECC must be a named insured under the insurance policy.

Before entering the Fairgrounds for the purposes of this Agreement the Lessee must provide to the ECC an original insurance certificate of insurance for two million dollars (\$2,000,000.00) each for public liability and for property damage. The Lessee will not be permitted on or in the Fairgrounds for the purposes of this Agreement unless and until this condition is satisfied.

The ECC may require a Lessee to carry excess insurance coverage depending on the uses of the Fairgrounds being made by the Lessee. The ECC may waive or reduce the insurance requirement herein at its discretion.

The Lessee fully indemnifies and saves harmless the ECC from and against all claims and demands, costs, charges and expenses, howsoever incurred, suffered or claimed, arising from any accident, injury or death to any person(s), or for any property damage through or by reason of the Lessee's acts or omissions.

GENERAL TERMS AND CONDITIONS

7. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied unless expressly incorporated into this Agreement.

8. **MATTERS NOT ADDRESSED:** In the event that a question or issue arises not addressed in this Agreement, the ECC shall make any determination necessary for the safe and efficient operation of the Erin Home Show or such other event as may be taking place on the Fairgrounds pursuant to this Agreement, and such determination shall be final. The ECC shall have the final and absolute right to interpret, amend, and enforce its rules and regulations as it sees fit in the interests of safety, security, expediency, and for the enjoyment of the ECC, Lessees and Visitors. Under this broad authority, the ECC may exclude any person or organization from the Fairgrounds at any time. Persons or organizations refusing to vacate upon demand by the ECC shall be considered trespassers and dealt with according to law.
9. **GENDER AND NUMBER:** Wherever appropriate herein, the masculine includes the feminine and the neutral gender and vice versa, and the singular includes the plural and vice versa, in order to give effect to this Agreement.
10. **AMENDMENTS, ADDENDA, SCHEDULES AND HANDWRITTEN TERMS:** Where terms or conditions have been altered in this Agreement by amendment, addenda, schedule or handwriting, the altered terms or conditions shall be given precedence.
11. **PUBLISHED RULES, REGULATIONS, REQUIREMENTS AND LIMITATIONS:** Notwithstanding the ENTIRE AGREEMENT condition, above, the ECC may amend or publish rules, regulation, requirements, and limitations, from time to time and Lessees are required to abide by such Rules, Regulations, Requirements and Limitations as if they were terms and conditions of this Agreement, which Rules, Regulations, Requirements and Limitations include, but are not limited to those as set out by the ECC.
12. **GOVERNING LAW, FORUM, AND JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and each of the Parties hereto hereby irrevocably attorns to the said jurisdiction. And further, any proceedings commenced shall be so commenced at Guelph.
13. **ASSIGNMENT:** The Lessee shall not transfer, assign or sub-let its rights, interests, or obligations herein, without the prior written consent of the ECC. Any request for consideration to transfer, assign or sub-let under this Agreement must be received by the ECC before March 1, 2025.
14. **ENUREMENT:** The Parties' rights, interests, and obligations herein shall ensure to the Parties' respective successors, permitted assigns, heirs, or other designated or permitted third parties.
15. **REMEDIES CUMULATIVE:** All rights and remedies of the ECC are cumulative of each other and of every other right or remedy ECC may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
16. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the other Party at the address provided below or such other address as may be specified by such Party in writing, and such notice shall be deemed to have been given for all purposes (a)when received, if hand-delivered or sent by a courier service, or (b)five (5)Business Days after mailing, if sent by regular mail, or on the date of proof of receipt if sent by registered mail, or (c) when sent, if sent by email or other electronic means to an email or other electronic address as may be provided in writing to the other Party, or commonly used between the Parties, between 9:00 a.m. and 5:00 p.m. on business days, or, if sent between 5:00 p.m and 9:00 a.m., or on a weekend or statutory holiday, 9:00 a.m. on the first following business day, or, upon acknowledgement or simple reply from the Party receiving the notice to the Party sending the notice. The provision creates a positive obligation on each Party to inform the other Party forthwith upon any change to its addresses for notice herein.

TO:

ERIN CHAMBER OF COMMERCE:

Info@erinchamber.ca

TO: (as set out at section 2, LESSEE INFORMATION, above, or:

LESSEE:

ADDRESS:

Telephone:

Email:

17. **NON-WAIVER:** Delay or failure of the ECC to exercise a right herein shall not constitute a waiver of that right, unless such waiver is given in writing by the ECC.
18. **PAYMENT TERMS:** In addition to such payment terms as are otherwise set out in this Agreement, payment of any amounts owing to the ECC by the Lessee are due and payable when accrued and such accrual shall be considered the account or invoice date. Accounts unpaid after thirty (30) days shall accrue interest at a rate of twenty-four per cent (24%) per annum, calculated daily.

19. **DISBURSEMENTS AND EXPENSES:** The Lessee shall be responsible for disbursements and expenses incurred by the ECC acting under this Agreement. Disbursements and expenses will be charged to the Lessee when accounts are issued, or billed separately to the Lessee as they are accrued.
20. **SECURITY:** The ECC may require such security, assurances, or promise of payment as it deems necessary for the purposes of this Agreement, including, but not limited to bonds, personal guarantees, credit worthiness checks, credit cards.
21. **SEVERABILITY:** If any provision of this Agreement shall be held or made invalid by common law, statute, rule or otherwise, the remainder of this Agreement shall remain in force, subject to such amendments or interpretations as may be necessary to give effect to the intent of the Parties.
22. **FORCE MAJEURE:** In no event shall the ECC be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the EAS shall use reasonable efforts to resume performance as soon as practicable under the circumstances.
23. **PRIVACY:** The Privacy Policy of the ECC, as may be published from time to time, and as may be amended from time to time, and in particular, as published on the ECC website, www.erinchamber.ca, is hereby incorporated into this Agreement.
24. **CONFIDENTIALITY:** This section applies in addition to and not in exception to any non-disclosure agreement between the Parties hereto. The Parties agree that each shall treat as confidential all information provided by a Party to the other Party regarding such Party's business and operations. All confidential information provided by a Party hereto shall be used by the other Party solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third Party without the prior written consent of such providing Party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this agreement or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a Party, any auditor of the Parties hereto, by judicial or administrative process or otherwise by applicable law or regulation. This term shall survive the completion and/or termination of this Agreement.
25. **TERMINATION:** This Agreement shall be deemed terminated upon completion. A Lessee may terminate this Agreement on fifteen (15) clear days written notice to the ECC in advance of the Erin Home Show or such other event as may be taking place on the Fairgrounds. The Lessee shall be entitled to a refund of the Total Rental Fee less a twenty per cent (20%) termination fee, and less any costs incurred by the ECC specifically and particularly related to the Lessee's use or intended use of the Fairgrounds under this Agreement, as determined by the ECC acting reasonably. For Lessee terminations after the notice period as set out above, no refund shall be made. Subject to any other provisions to the contrary in this Agreement, the ECC may terminate this Agreement for cause, without notice to the Lessee, which termination shall take effect immediately, and for which the ECC may take any reasonable steps to give effect to the termination. And further, the ECC may terminate this Agreement without cause on reasonable notice to the Lessee, and for which the Lessee shall be entitled to a refund of up to the Total Rental Fee adjusted on a per diem basis if this Agreement is being performed, and that shall be the limit of liability of the ECC to the Lessee.
26. **COUNTERPARTS OR ELECTRONIC SIGNATURES:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed digitally, partially or in the whole, pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c.17, or such other statutory or common-law authority as may bind the Parties.

I hereby agree to abide by the rules and regulations as laid out in this agreement and the attached Schedules:

SIGNED, THIS _____ DAY OF _____, 20____

LESSEE

print name

Signature

I have authority to bind the corporation (if applicable)

SIGNED, THIS _____ DAY OF _____, 20_____

ERIN CHAMBER OF COMMERCE

print name

Signature
I have authority to bind the corporation