

GENERAL RULES AND REGULATIONS

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The Saskatoon Prairieland Park Corporation reserves the right to cancel this agreement at any time if, in its opinion, the terms and conditions of this licence agreement are not being observed.

NOTE: Application form becomes a licence agreement upon approval by selection committee and exhibitor is duly notified.

In consideration of being granted a licence to use the specified facilities or space of the Saskatoon Prairieland Park Corporation the undersigned (hereinafter called the Licensee) agrees to all terms and conditions herein contained.

1. LICENCEE RULES & REGULATIONS

- a. All Licensees their agents, employees, affiliates, invitees, contractors, subcontractors or workmen are subject to the General Rules and Regulations of the Saskatoon Prairieland Park Corporation.
 - b. The Licensee expressly agrees to obey all Municipal, Provincial and Federal Statutes. Bylaws and Regulations and to obtain such necessary permits, licences or other authorizations as may be required by Federal, Provincial and Municipal regulations.
 - c. The Licensee agrees to pay such fees and charges as are contained in this licence.
 - d. The Licensee agrees to observe speed limits at Saskatoon Prairieland Park, 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 the Saskatoon Prairieland Park Corporation.
 - e. The licensee is prohibited from conducting a lottery or selling lottery and/or break open tickets which includes raffle tickets. Licensee's planning to operate free draws must provide complete details to Saskatoon Prairieland Park Corporation in writing prior to the first day of operation. All awards must be drawn prior to the closing of the show and names of winners, along with the addresses and telephone numbers must be submitted to Saskatoon Prairieland Park Corporation following the draw.
 - f. No soliciting for any purpose will be permitted except from within the booth or space licenced for that purpose.
 - g. **Concessions & Food Sampling:** The licensee is not permitted to give away whole samples of any product. Small samples for tasting purposes are permitted. The licensee agrees to maintain clean premises and observe sanitary food handling practices. All food concessions, including sampling, are subject to application & inspection by the Saskatoon Community Health Region. Call (306) 655-4605 for inquiries.
 - h. **Refuse/Waste:** Refuse containers for use inside your booth space is the responsibility of the licensee. All refuse must be placed in the designated refuse bins in that area. Waste water must be held in reservoirs or drained directly into the sewer.
 - i. **Fire prevention control:** 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. Contact for inquiries, Fire Marshall, City of Saskatoon, (306) 975-2520. Maximum size for propane usage indoors is 5 lbs.
 - j. **Electrical Services:** The licensee may be charged for electrical services to connect to power sources, electrical inspection fees and electrical consumption as per the Saskatoon Prairieland Park Electrical Service Form. Where an inspector finds electrical equipment that is not approved or certified by a prescribed testing laboratory and that is or has been offered for sale, the inspector may order the seller to cease offering that equipment for sale. All electrical equipment must bear evidence of approval or certification.
 - k. **Materials Handling:** Forklifts and operators will be available during set-up and tear down of the event. Saskatoon Prairieland Park Corporation assumes no responsibility for damage to display or equipment, which may result, directly or indirectly, from the use of the Prairieland Park forklift and operator, or other equipment. Saskatoon Prairieland Park has the right to refuse the handling of material if they deem the activity not safe or do not have proper equipment.
 - l. Undue noise or unseemly methods of demonstrations employed while operating a concession or exhibit 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 Saskatoon Prairieland Park management whose decision shall be final.
 - m. On those exhibits where rent is a percentage of sales, Saskatoon Prairieland Park Corporation reserves the right to conduct audits as they deem appropriate.
 - n. The Licensee is permitted to exhibit or sell only those products and services as approved by the selection committee as listed on the licence agreement.
- ### 2. SASKATOON PRAIRIELAND PARK CORPORATION RIGHTS
- a. Saskatoon Prairieland Park Corporation reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that Saskatoon Prairieland Park Corporation considers objectionable, inappropriate, disruptive or dangerous to Saskatoon Prairieland Park Corporation, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to Saskatoon Prairieland Park Corporation.
 - b. Saskatoon Prairieland Park Corporation shall have the right to establish and amend or modify any regulations governing use of the facility and the Show. The licensee agrees to abide by all regulations and rules adopted by Saskatoon Prairieland Park in the best interest of the show and agrees that Saskatoon Prairieland Park management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the show.
 - c. The Saskatoon Prairieland Park Corporation reserves the right to inspect the licenced premises at any time.

3. ASSIGNMENT AND SUBLETTING

- a. The Licensee shall not assign any rights or sublet space under this license agreement without the prior written permission of Saskatoon Prairieland Park Corporation.
- b. The Licensee agrees to staff the licenced booth at all times during the stated show hours.

4. IDEMNIFICATION

- a. Licensee assumes the risk of exhibiting and should any exhibit or part thereof or any property in connection therewith be injured, lost, stolen, damaged, from any cause whatsoever before, during the event, or after the event closing, Saskatoon Prairieland Park is not liable therefore in any matter whatsoever. All goods shipped to Saskatoon Prairieland Park Corporation must be clearly marked with the name of the exhibitor, event name and the location of Exhibitor space. Goods must not be shipped to the event C.O.D. upon arrival, as these will not be accepted by Saskatoon Prairieland Park.

5. LIABILITY AND INSURANCE

- a. **Liability:**
 - i. The (licensee) agrees that it will indemnify and hold harmless Saskatoon Prairieland Park Corporation of, from, and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgements incurred by, recovered from, or imposed on Saskatoon Prairieland Park Corporation on account of injury or damage to persons or property caused either proximately or remotely, wholly or in part, by the negligence or willful misconduct of the (licensee), or of its agents, servants, employees, volunteers, patrons or guests.
 - ii. The (licensee) further agrees that it will indemnify and hold harmless Saskatoon Prairieland Park Corporation when such injury or damage (referred to in paragraph 1 above) is the results of the violation by the (licensee) or any of its agents, servants, employees, volunteers, patrons, or guests of any law, ordinance or government order of any kind.
 - iii. The (licensee) agrees that all property, including animals/livestock, which the (licensee) has on the premises referred to in this contract is the responsibility of the (licensee) and is in its care, custody and/or control.
- b. The Licensee agrees to carry commercial general liability insurance subject to a minimum limit of 2 million dollars (\$2,000,000.) bodily injury and property damage inclusive limit. This insurance shall include all operations and activities associated with the event referred to in this contract and shall include blanket contractual liability insurance coverage. The Licensee must forward their insurance form to Saskatoon Prairieland Park Corporation prior to the event.
- c. In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) Saskatoon Prairieland Park Corporation is unable to permit the Licensee to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of Saskatoon Prairieland Park Corporation, including but not limited to, casualty, explosion, fire, lighting, flood, weather, epidemic, earth quake or other Acts of God, act of public enemies, riots or civil disturbances, strike, lockout or boycott, Saskatoon Prairieland Park Corporation will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Licensee may suffer.

6. BOOTH DISPLAY

- a. No licensee is to mar 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. No pegs may be driven into any paved area without permission of Saskatoon Prairieland Park. Use of said materials will be subject to reasonable removal/repair charges by Saskatoon Prairieland Park.
- b. **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 Saskatoon Prairieland Park.
- c. 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, unless permission is granted by Saskatoon Prairieland Park.
- d. Handwritten signs are not permitted. Help keep our show looking professional. The licensee agrees that no display material may be dismantled or removed during the published show hours.
- e. **Concessions:** Prominently located booth number and price signs are to be posted in each concession. Price signs must clearly state the prices of all products. Handwritten signs are not permitted. Help keep our show looking professional.
- f. The licensee agrees to remove all materials, supplies, and equipment by the indicated move-out time and date. Failure to comply will result in the Saskatoon Prairieland Park Corporation removing and disposing of any items at the expense of the licensee or storage fees may apply.

7. CANCELLATION AND TERMINATION

- a. Cancellation of agreement by licensee or failure to appear on the licenced dates shall result in the forfeiture of the deposit and/or exhibit fee. If the Licensee cancels the licence 50 days or more before the first day of the event, Saskatoon Prairieland Park will refund the rental space fees, with the exception of a \$100.00 administration fee. **No refund** will be paid on later cancellations or no shows. All cancellations by Licensee's must be in writing.
- b. Applications are not confirmed until payment is received. Late arrivals may find their space occupied by a "stand by" licensee. No refunds will be paid in this instance.

8. MISCELLANEOUS

- a. Saskatoon Prairieland Park Corporation is committed to maintaining the accuracy, confidentiality and security of your personal information. It is our 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 this Corporation is for the sole purpose of application information for exhibit space. This information will not be disclosed to third parties other than for providing essential services as necessary to assist with the event. Your signature on this application is your consent to Saskatoon Prairieland Park to use and disclose business contact information for the purpose of business communications to third parties. If

you have any questions, or do not wish to have your business contact information disclosed, please contact the Event Coordinator.