



151 Caithness St. E. Caledonia, ON N3W 1C2
P. 905-765-6861 F. 905-765-4598 manager@caledoniafair.ca www.caledoniafair.ca

Application & Contract for Inside Concession Space 148th Caledonia Fair: October 1st-4th 2020

Contact First Name

Contact Last Name

Business Name

Mailing Address:

Street

City/Town

Province

Postal Code

Phone

Fax

Email Address

Hereinafter called the Lessee

Please specify product line in detail: _____

THIS BOX FOR OFFICE USE ONLY

Date Received: _____

Date Payment Received: _____

Received By: _____

Cheque Number: _____

Date Insurance Received: _____

Date Deposited: _____

of Passes Given: _____

Date Passes Given: _____

Concession #: _____

CONCESSION RENTAL AGREEMENT

BETWEEN: **Caledonia Agricultural Society**
151 Caithness St. E., Caledonia, ON N3W 1C2

Hereinafter called "lessor"

AND: *per information on page 1*

Hereinafter called "lessee"

In consideration of the rents paid by the lessee to the lessor and the other covenants contained herein, the lessor agrees to rent to the lessee, a concession space at the 2020 Caledonia Fair (hereafter called the concession) upon the following terms and conditions:

1. The rental period will be 4 Days- Thursday, October 1st, 2020 through to Sunday, October 4th, 2020 inclusive of set-up and tear-down.
2. The rent to be paid by the lessee to the lessor shall be as calculated here:
Commercial rent: \$22.00 per foot (frontage)
Not-for-profit rent: \$18.00 per foot (frontage)

I require _____ feet frontage *minimum of 6ft – all spaces are 7ft depth*

at a cost of \$ _____ *rent per foot (frontage)*

+ \$ _____ *13% HST (on rent per foot) HST# 106829849*

+ \$ 35.00 *mandatory drapery rental*

+ \$ _____ *extra admission passes (\$5 each, maximum 10 passes)*

Total cost = \$ _____ **to be paid in advance of the event.** Cheque, money order, or bank draft payable to Caledonia Agricultural Society, or e-transfer to manager@caledoniafair.ca.

3. Special requests for electrical hook-up and special location requests must be submitted in advance to the Caledonia fair Office. The lessor cannot guarantee any special requests for location or electrical hook-up. Concession location will be determined at the discretion of the lessor.
4. **The lessee shall leave the concession in a clean and tidy condition or will be billed for clean-up. Tables and chairs will not be provided.**
5. The lessee agrees to assume full responsibility for the character, acts, and conduct of all of its staff/employees/volunteers on site during the event. No person shall be allowed to set-up in any part of the building other than the area contracted in this agreement.
6. The lessee agrees that the Caledonia Agricultural Society is not responsible for lost, stolen or damaged property in the concession.
7. The lessee shall be responsible for any damage caused to any part of the concession or property during the rental period and any period of access allowed to the lessee.

8. The lessee shall take out a comprehensive policy of public liability and property damage insurance providing insurance coverage in respect of any one accident or occurrence to the minimum limit of two million dollars (\$2million) for the duration of the rental period and any period of access allowed to the lessee, and shall provide the lessor with written confirmation of the coverage prior to the commencement of the rental period.
9. The lessee acknowledges and agrees that he/she/it shall assume all risks and be responsible for any and all of its actions in the concession during the rental term set out in this agreement. The lessee hereby agrees to indemnify and hold harmless the Caledonia Agricultural Society and their respective agents, officers, directors, members, servants and employees from and against all claims, actions, proceedings, suits, losses, damages, injuries or death brought by or sustained by any person or entity, including, but not limited to, all costs and expenses incurred in defending any such claims by the Caledonia Agricultural Society caused by, resulting from or in any way related to the rental, use of occupancy by the lessee of the concession; the negligent actions or omission of the lessee, its members, officers, servants, employees, agents, contractors, invitees or any other person present at the concession or any breach or default of any of the terms of this agreement by the lessee.
10. The lessee hereby indemnifies and saves harmless the lessor, its members, servants, agents and directors and officers from and against any and all claims, losses, demands, actions, and causes of action that arise out of or in connection with the activities carried on by the lessee during the rental period and any period of occupation or use of the concession by the lessee, and shall include any acts by the lessee, its directors, officers, agents, servants and licensees.
11. On arrival to the Fairgrounds for set-up, lessee will be provided twelve (12) single admission passes. These passes are good for one (1) person on any one (1) day of the Caledonia Fair and must be surrendered at the gate.
12. The lessee shall not be provided with on-site parking.
13. The lessee may purchase up to 10 additional single admission passes at **\$5.00 each. These must be purchased by October 1st, 2020.** The lessee will arrange for staff admission in advance of the fair. No passes or lists will be held at the gate by the lessor.
14. The lessee must be set-up in the Exhibition Hall before 4pm on Wednesday, September 30th 2020.
15. The lessee can tear-down no sooner than 5:45pm on October 4th, 2020. The lessee will exit through the doors on the northwest side of the Exhibition Hall. The lessor will provide further direction on October 4th, 2020.
16. The sale of laser pointers, knives, lighters, bongos, vaping products, or any smoking or drug related paraphernalia is strictly prohibited. **The sale of raffle tickets or lottery tickets is prohibited. No cannabis related products including edibles or oils are permitted for sale or use on the grounds.** If found selling these products, you will be asked to leave the premises immediately and forfeit your concession fee- **the OPP or RCMP will be contacted to remove illegal items.**
17. No subletting of concession space will be permitted.

18. The Lessee may cancel this contract by notice in writing to the Caledonia Agricultural Society which notice shall be effective at the time of receipt by the Society. Any monies paid by the Lessee to the Society shall be non-refundable unless written notice of cancellation is delivered to the Caledonia Agricultural Society office before **August 1st, 2020.**

19. The Caledonia Agricultural Society reserves the right to revoke this contract if false information is provided on your application of if our rules are not followed.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their heirs, executors and assigns. The lessee has read the above and hereby covenants and agrees to the terms and conditions as set out in this rental agreement and acknowledges and agrees that any breach of the terms and conditions of this agreement may result in the termination of the lessee's right to use the concession, at the discretion of the Caledonia Agricultural Society

Dated at _____, this _____ day of _____, 2020

CALEDONIA AGRICULTURAL SOCIETY

Per: _____
Lessor

I have authority to bind the Corporation

Print Lessee Name Here

Per: _____
Sign Lessee Name Here

If a Corporation, I have authority to bind the Corporation.

Show Hours

Thursday 4pm - 10pm, Friday & Saturday 10am - 10pm, Sunday 10:30am - 6pm

Please mail/email signed contract with full payment and certificate of insurance to:

Caledonia Agricultural Society

151 Caithness St. E. Caledonia, ON N3W 1C2

manager@caledoniafair.ca

email for contract, insurance, and e-transfer.

If you send an e-transfer please ensure you make a note with your full name and email address. No password will be required as we are set up with auto-deposit. Should a password be required- please use Fair2020