

WINTER BEER FESTIVAL - CONTRACT TERMS & CONDITIONS

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SPACE ASSIGNMENT

Exhibit space will be assigned by Show Management according to the date on which the application is received, while Show Management will attempt to provide the space designated on this application. Show Management reserves the right to relocate space of exhibits which may be affected by a change in the floor plan, in the interest of optimum traffic control and exhibit exposure or at the request of the Municipal Fire and Health Departments. Exhibits shall be arranged to not obstruct the general view or hide the exhibits of others. Plans for special built displays not in accordance with all applicable regulations should be submitted to Show Management before construction is ordered. **OakPort Media Group Inc.** cannot be held liable if competitive exhibitors are adjacent to or opposite each other, but effort will be made to allocate space on a basis fair to all exhibitors. Show Managements' determination with respect to assignment of exhibit space is to be binding on all parties.

SUB-LETTING

The Exhibitor shall not assign, sublet, or apportion in whole or any part the space allocated by Show Management to the exhibitor, without the express written consent of Show Management. If the exhibitor received a preapproval from show management to share their booth space, an agreed-upon fee will be applied.

DISPLAY OF EXHIBITS

Displays must not protrude beyond the measured booth dimensions, nor obstruct a clear view of the neighboring booths, may not be taller than 8 feet high, including signs, and must be free standing. Low side dividers between exhibits should not exceed 36 inches in height. The exhibitor may not attach his display to walls, structural supports, or flooring in the exhibit building, by nails, screws, bolts or permanent cement, nor may he/she suspend anything from the ceiling or rafters. No painting of the floor of the premises is permitted. No exhibitor shall permit the exposure of any unfinished surface to neighboring booths. If the exhibitor fails to correct the unfinished part, Show Management reserves the right to finish such outside partitions. The cost of such repairs shall be paid by the exhibitor to Show Management upon demand being made, therefore. Show Management has the right to restrict the use of glaring or irregular lighting effects.

SHOW HOURS

Exhibit space must be attended throughout the show hours by at least one representative of the exhibitor. It is the exhibitor's responsibility to keep his/her area clean and orderly throughout the show and to ensure that it is ready for opening at the time the show opens each day. In the event that the exhibitor's booth is not open at any time during the show hours, Show Management shall have the right to open the said booth by the removal of any night sheets or other coverings of any sort, but shall be under no liability to the exhibitor for any loss or damage which may be caused thereby or as a result of the booth being opened in that way and then being left unattended.

MACHINERY AND NOISE

Show Management has the right to stop the display, demonstration or running of an engine or machine or anything which, by causing vibration, noise, smoke, smell, or any of them, may be considered by them to be a nuisance. The exhibitor shall at the request of Show Management stop the use of loudspeakers, microphones, amplifiers, musical instruments, stereo, video equipment, radios, filming equipment or any of them.

COMMON SHOW AREAS

All lobbies, corridors, aisle ways, restrooms, food and beverage concessions, and special assembly rooms will be considered as common show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No exhibitor will be permitted to use these areas for the display or distribution of products, services, or their attendant literature.

EXHIBIT BUILDING RULES

As sub-tenants, exhibitors are required to abide by the rules and regulations of the management of the exhibitor building. A copy of these rules is on file at the office of Show Management and is available on request.

SHOW ETIQUETTE

All displays and promotional literature must be in good taste. The product or service must be presented in a professional manner with no carnival tactics or side-show type "come-ons" permitted. Free samples may be distributed.

Orders for products may be taken and merchandise may be sold at a cash retail price using equipment that is authorized by show management. Invoices must be supplied to the purchaser of any merchandise sold, as these invoices must be shown to security prior to the removal of the merchandise from the premises by the purchasers of the merchandise. Raffles and give-a-ways may be conducted but only with the approval of Show Management (please see below for more information). If in the opinion of Show Management, an exhibitor or his/her servants or agents conducts him or herself in an objectionable manner, he/she will be liable for any damage or loss to the exhibitor or the person expelled, nor will there be any refund of rental fees.

OFFICIAL CONTRACTORS

Where an official contractor has been designated by Show Management to perform services for exhibitors such as rental of furniture, erection of exhibits, electrical work, plumbing, labor, or any other service, no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing from Show Management.

EXHIBIT SET UP AND DISMANTLING

All exhibits must be set up between the hours indicated on official show information package. No changes to displays can be made during show hours. Unless required by Show Management, no exhibitor shall disassemble or remove any part of his display before the show is officially closed. In the case of noncompliance a \$100 charge will be applied to the Vendor Partner Account.

All exhibits must be removed from the exhibit hall by 12 midnight on the last day of the show. Any materials or equipment remaining after the cut-off time will be removed by Show Management at the exhibitor's expense, and the exhibitor hereby irrevocably appoints Show Management as the exhibitor's agent for the purposes of removal, storage and disposal of such materials or equipment.

DRAWNS, PROMOTIONAL GIVEAWAYS & MAILING LISTS

All Exhibitor draws & promotional giveaways must be approved by Show Management prior to show, but such approval shall not be construed to mean that Show Management deems the draw or promotional giveaway to be legally compliant. All Exhibitor draws & promotional giveaways must be free and clear of any financial obligation on the part of the winner & must be in compliance with all applicable laws. All contest terms & conditions and lists of prizes available & their value must be clearly posted. Show Management reserves the right to cease any promotional activities that do not meet the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor unless otherwise contested to by participating individuals.

CANCELLATION/NON-COMPLIANCE OF CONTRACT

Should the exhibitor decide to withdraw his/her participation six weeks or more before the show, Show Management shall have the right to retain a minimum administration fee of \$100.00 from any instalment or partial payment made by the exhibitor up to the time of the cancellation. If the exhibitor cancels within the six (6) week period directly before the show, the full contracted amount remains due and payable.

ADVERTISING

Any advertisement of the exhibitor using the name of the show must be approved in writing by Show Management, which reserves the right to use the name of the exhibitor as a part of its advertising so far as to say that the exhibitor is displaying his/her, product, or services at the show. All exhibitors and partner exhibitors are required to promote their participation in the event via social media advertising as follows: at least 4 Weeks Out from The Event or as per the start date, a minimum of one (1) IG and/or Facebook post on feed. A minimum of two (2) Instagram and/or Facebook stories (2 frame minimum); 2 Weeks Out from The Event, a minimum of two (2) IG and/or Facebook post on feed and a minimum of two (2) Instagram and/or Facebook stories (2 frame minimum); 3 Days Out from The Event a minimum of one (1) IG and/or Facebook post on feed, a minimum of two (2) Instagram and/or Facebook stories (2 frame minimum); Weekend of the Event, Posting during the event and tagging, a minimum of three (3) Instagram and/or Facebook stories (2 frame minimum).

HEALTH & SAFETY

The exhibitor will assume all responsibility for compliance with local city and provincial safety, fire and health department rules, guidelines and ordinances regarding installation and operation of his/her exhibit. The exhibitor shall be properly insured for same except during show hours and where possible, doors will be locked and guards will be on the premises. Limited access will be provided at other times to bona-fide exhibitors only and their authorized representatives. Such admittance will be by badge only. All exhibit materials and equipment will be reasonably located and protected by safety guards and devices where necessary.

Only fireproof materials shall be used in displays and the necessary fire precautions will be taken by the exhibitor in regard to his/her vehicles. Gas tanks must be dry and gas caps must be taped. Batteries must be disconnected.

LIABILITY & INSURANCE

Show Management shall not under any circumstances whatsoever be liable or responsible for a) any loss, damage, theft, or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the exhibitor or for which the exhibitor is responsible b) any damage or injury suffered by the exhibitor or his/her servants or agents or by any other person c) any loss, damage, expense or cost whatsoever suffered by the exhibitor by reason of any change in date, time or place of the exhibition or the abandonment of thereof. The exhibitor shall be liable for all loss, damage, injury, claim, costs and expenses whatsoever or howsoever caused to any person or property in any circumstances whatsoever by the exhibitor, his/ her servants, or agents or the goods, exhibits, fittings, machinery and other property belonging to the exhibitor for which the exhibitor is responsible and the exhibitor hereby agrees to indemnify Show Management in respect of a) any such loss, damage, injury, claims, costs, expenses as foresaid and b) all of any infringement of copyright or breach of licenses granted by the Performing Rights Society, Limited, or any other person whatsoever. Since the exhibitor is at his/her own risk in every respect, he/she must carry general public liability insurance, and provide proof if requested, covering bodily injury and property damage for a minimum inclusive limit of \$2 million. Exhibitors wishing to insure their goods must do so at their own expense. If Show Management should be prevented from holding the show and/or forced to reschedule the show by any cause beyond its control or if it cannot permit the exhibitor to occupy his rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, and acts of God, Show Management will refund any exhibitor unable to move to the rescheduled dates the amount of the rental paid, less a proportionate share of the show expenses at a minimum of \$100.00. Suppliers of Show Management shall have no further obligation or liability to the exhibitor. Any contractual agreement made between an exhibitor and supplier shall be between those parties and Show Management shall not be party thereto nor incur any liability on behalf of any one exhibitor in such contractual agreements.

GENERAL

All matters and questions not covered by this show information and Agreement form are subject to the decision of Show Management. In addition, Show Management shall have full discretion in the interpretation and enforcement of all rules contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of and participation in the show as it shall consider necessary for the proper presentation of the show. The Management reserves the right to reserve, decline, or prohibit any exhibit or part of an exhibit, which in its opinion is not suitable to or in keeping with the character of the exhibition. The exhibitor agrees to cease any activity the Show Management deems to be a violation of the terms and to follow the directives of Show Management.

DRINK SAMPLES

As an exhibitor, you can be held legally liable for the safety and sobriety of your customers. You can lower your liability risks by ensuring that each alcohol sample does not exceed LCBO guidelines. Glasses are all marked with correct measurements – you must not exceed these allowances.

Beverage guidelines:

- 23% alc. Vol. or greater max. serving 30 ml.
- 7% alc. Vol. to 22% alc. Vol. max. serving 60 ml.
- 6% or less alc. Vol. max. serving 115 ml.
- No free drinks to patrons or staff

Please return this page of the original signed contract. Keep a copy for your records.

The Exhibitor, represent to you that I have read, understand, and agree to the show information and to the terms and conditions of this one-page contract and application form. I agree to abide by all rules and regulations. I understand that you are relying on this representation. This contract shall not become valid until it has been accepted by Winter Beer Festival. I understand that space will not be reserved unless an up-to-date cheque or credit card payment accompanies this application.

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IMPORTANT INFORMATION FOR NON-TOKEN OR TICKETS VENDOR PARTNERS

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Background/ Rationale

Every year there are a number of *Non-Token or Tickets Vendor Partners* that join us for our festivals. We have been looking for a way to “level” the playing field. Every vendor partner pays the same price to attend but some end up with a much better return since they are selling or featuring products that do not require tokens. We considered different price levels. We are committed to increasing the Guest Experience and engage them more. We know the guest are attracted by the beer vendors at Beer Festival.

Summary: This approach equalizes the playing field and invests in the Guest Experience.

2024 Approach

1. All Non-Token or Tickets Vendor Partners that sign up for the festival, will be required to purchase \$100 worth of Tokens or Tickets to give out at booth as a contest, incentive etc. Note: All these funds go to the Guest and the brewers.
2. Anyone selling on-site will be required to use F&DF bags that are provided by US. Starting with 50 bags @ \$.50/bag. If more are required we can provide more.

TakeHome Bags

We will be offering an outlet to extend the Festival experience beyond the weekend. This is an opportunity to target consumers' products, trial incentives, education or other call to action such as:

- Samples, Coupons, Promotional Materials, Other?
- We are targeting 1000 consumers in Reusable Shopping Bags
- Distributed to guests on exit
- Costs:
- \$0.25/insertion
- Printing and Creative support are available via a local printer