



**2009 RULES, REGULATIONS AND GENERAL INFORMATION
GOVERNING ALL EXHIBITS AND CONTRACTS**

(Rev. Apr/09)

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GENERAL PROVISIONS

1. **Your signature on the Exhibitor Contract/Invoice will be considered as proof that you have read these rules & regulations governing exhibits and contracts and you have agreed to the following:**
2. The Exhibitor agrees to abide and conform to all rules and regulations adopted by the Norfolk County Fair & Horse Show for the government and management of the Fair. The Norfolk County Fair & Horse Show shall also have the absolute right and discretionary power to alter, amend, add to or cancel any of these rules and regulations in individual cases and/or without prior notice.
3. The "Norfolk County Fair & Horse Show" is the corporate name of the Fair sponsored by the Norfolk County Agricultural Society.
 - a) The term "management" as used herein shall mean the General Manager of the Norfolk County Fair and/or such other person, for the time being, in charge of the business of the Norfolk County Fair or the conduct of the Fair.
 - b) The term "Society" as used herein shall mean the Norfolk County Agricultural Society.
 - c) The term "Board" used herein shall mean the Board of Directors of the Norfolk County Agricultural Society.
 - d) The term "Exhibitor" as used herein shall include all exhibitors, educational or promotional, commercial vendors and food concessionaires.

ALLOTMENT OF SPACE, PAYMENT & CONTRACT

4. The Norfolk County Fair will issue an exhibit space contract on approval only to; previous year exhibitors and/or new applications. The contract will identify and define the following; a) booth or exhibit location b) name of the exhibitor c) specific products that may be shown, exhibited, sold or given away d) contract & payment terms e) admission, parking passes and miscellaneous charges. Space contracts are valid for the current show only and no contract implies that the same space or amount of space will be contracted for in another year.
5. The Exhibitor agrees to abide and conform to all rules regarding payment terms as outlined on the Exhibitor Contract/Invoice. You are requested to complete the bottom area of the contract in full. RETURN BOTH COPIES of the contract for execution by the Society after which one completed copy, fully executed, will be returned to you. The Exhibitor Contract must be returned to the Society by the due date specified on the Contract to guarantee your space.
6. If there are any changes or corrections to be made in any portion of the contract please return it with a letter explaining the reason for changes. If changes are because of new or additional products or change in location, the Society will amend the accepted changes (if approved) to the contract as originally issued.
7. In the event the space rental fees or any other charges are not paid in full by the close of the show, the exhibitor hereby grants to the Norfolk County Fair a lien upon and the right to seize all articles, goods and equipment of the exhibitor in the said space allotted.
8. **NO EXHIBITOR MAY SUBLET THE SPACE OR PORTION THEREOF ALLOTTED TO HIM WITHOUT WRITTEN CONSENT OF THE MANAGEMENT.**

CANCELLATION

9. The Board reserves the right to cancel at any time any space allotment to any person or organization with or without refund, as the Board may decide, for the violation of any rule or regulation, or for any misrepresentation whatsoever either written or verbal in any application for space.
10. If a contract is cancelled by the exhibitor or by the Norfolk County Fair for any reason whatsoever, the following fee will be retained by the Fair: a) Prior to August 1st, 50% of the total contract price. b) After August 1st, 100% of the total contract price.
11. The Society reserves the right to reallocate any space if contract or payment(s) have not been received by the due date unless special arrangements have been made.

INSURANCE

12. Contracts require all exhibitors to carry their own comprehensive general liability policy and must provide The Norfolk County Fair with a certificate of insurance providing proof of coverage with limits of not less than \$1,000,000.00. The Norfolk County Fair must be named as "additional insured" for the period of occupancy including the period for additional set up or removal occupancy. The Exhibitor shall save and hold harmless The Norfolk County Agricultural Society and their respective members, agents and employees, from and against all claims and occurrences with respect to the operation of the concession or booth.
13. **THE INSURANCE CERTIFICATE MUST BE RECEIVED AT THE FAIR OFFICE PRIOR TO SET-UP OR SET-UP WILL NOT BE ALLOWED.**

PASS POLICIES

14. The Society shall supply Exhibitor Identification Badges, admission and parking passes as published on the contract. If additional exhibitor I.D. badges, admission passes or parking passes are required for additional staff please modify the Contract/Invoice under the heading **ADMISSION & PARKING PASSES** in accordance with your needs for this year's Fair.
15. Admission to the grounds by exhibitor and their staff shall be through the recognized entrances to the grounds upon producing an EXHIBITOR I.D. BADGE OR AN EXHIBITOR DAILY ADMISSION PASS. All vehicles entering the grounds must have an authorized permit or pass issued by the Fair office. Exhibitor's staff who are not in possession of an Exhibitors pass are required to purchase a ticket to enter the grounds and WILL NOT be reimbursed by the Society for the cost of the ticket. It is the responsibility of the Exhibitor to purchase additional passes, prior to the fair at the Exhibitor's rate if additional passes are required.

PASS POLICIES CONT.

16. **Passes will only be given or sold to the authorized person (licensee) named on the contract/invoice.**
17. Passes will not be released until the Contract/Invoice has been executed and paid in full. Passes will be either held at the fair office for pick up or mailed depending on the method indicated on the Contract/Invoice. If the contract/invoice has not been executed and paid in full prior to September 1st, because of possible mail delays, your passes may not be mailed but held until your arrival to be picked up at the Fair Office.
18. Admission into the buildings prior to opening times for set up or tear down will not be allowed unless you are wearing an exhibitor I.D./Admission badge.
19. The purchase or free issue of Exhibitors badges or daily passes DOES NOT entitle the bearer to bring a vehicle onto the Fairgrounds unless they also produce a valid parking or delivery pass for the vehicle.
20. Specific areas are designated for special parking arrangements such as the area shown on the attached map of the grounds for reserved parking (vehicle/driver only) with no designated vehicle space (\$70 for Area located on the corner of South & Queen St.)
21. The purchase of a **Weekly Reserved Vehicle Pass** (windshield sticker) includes parking and admission for the driver only. Any others in the vehicle must have an admission pass or pay at the gate. Please note that, the "Weekly General Parking vehicle pass" does not include the driver, who must have a valid Exhibitor I.D. Badge or daily admission pass.
22. **DELIVERY VEHICLE PASS:** The supply and delivery requirements for exhibitors must be made, where possible, prior to 9:00 a.m. on Tuesday and 10:30 a.m. on all other days to prevent the possibility of injury to Fair patrons. Supply and service vehicles will require a PINK VEHICLE DELIVERY PASS windshield sticker displayed on the windshield, which are available at the Fair office. **DELIVERY VEHICLES MUST ENTER AT THE SOUTH DRIVE GATE ONLY.** Vehicles on the grounds without a delivery pass affixed to the windshield will be removed off the property, at the owner's expense.

SET UP, MOVE OUT SCHEDULE AND BUILDING HOURS

23. SET UP: Fri Oct 2 (9 a.m. to 6 p.m.), Sat Oct 3 (9 a.m. to 6 p.m.), Sun Oct 4 (10 a.m. to 5 p.m.), Mon Oct 5 (8 a.m. to 9 p.m.) **ALL EXHIBIT BOOTHS MUST BE IN PLACE, FULLY STAFFED AND OPERATIONAL NO LATER THAN FIFTEEN MINUTES PRIOR TO THE OPENING TIME OF THE FAIR.**
24. **Commercial Buildings open daily:** (10:00 A.M. Tues, Sat, Mon) and (11:00 A.M. on Wed, Thurs, Fri and Sun) Buildings Close: 9:30 P.M. every day of Fair except Fri & Sat they close at 10:00 P.M. and Mon when they close at 8:00 P.M.
25. ALL OUTDOOR CONCESSIONS AND EXHIBIT BOOTHS MUST FOLLOW THE ABOVE BUILDING HOURS AS A MINIMUM GUIDELINE FOR OPENING AND CLOSING TIMES.
26. Commercial Exhibit Buildings will open one hour prior to the above opening times to allow exhibitor's access to their booth before opening to the public (for set-up or clean up). Exhibitors will not be permitted in early without an Exhibitor Identification Badge. Exhibitors must vacate the building within one half hour of closing times with exception of the final day.
27. **Removal of Exhibits:** The exhibitor will adhere to the hours of operation set by the Fair (where hours are set) and will not cease operation before the time set by the Fair. **The Exhibitor agrees that no booth or exhibit shall be dismantled during the entire run of the Fair and that the display will remain intact until the closing of the Building on Monday at 8:00 p.m.** At this time the Exhibitor will be allowed to remove, under management supervision, small articles from 8:00 p.m. until 11:00 p.m. Vehicles will not be allowed near buildings until 11:00 p.m. Failure to follow this rule will result in a fine and/or refusal of application in subsequent years.
28. Buildings will reopen at 8:00 a.m. the day following the fair for tear down and close at 6:00 p.m. Exhibitors must arrange for the removal of their exhibits, under their own supervision at the termination of the Fair.
29. Unless prior arrangements have been made with the Norfolk County Fair, any exhibit or part thereof that has not been removed after the Fair by the date and time specified, will be removed by the Fair at the expense of the exhibitor. The Fair may dispose of said booth and contents as it sees fit.

FOOD VOUCHER SYSTEM

30. Food Vendors marked with an * beside the contract number on the contract are considered food vendors and by signing the contract agree to the conditions outlined according to the Fair's Food Voucher Policy. Any breach of this section shall entitle the management to cancel the contract and close the concession. Food Voucher Redemption Forms will be provided to all "Food" Vendors and must be completed and returned to the fair office prior to November 1st.

REQUESTS FOR SKID STEER SERVICE

31. Skid Steer service is available when requested and booked in advance of the Fair. The Exhibitor will hold harmless the Norfolk County Fair & Horse Show from any damage, expense or liability arising from injury or damage. Cost is \$25.00 per ½ hour. This service will only be considered if request has been indicated on the contract.

FIRE, ELECTRICAL & SAFETY REQUIREMENTS

32. **All equipment and connections must conform to C.S.A., T.S.S.A. and E.S.A. Approved Standards and Fair Electrician according to the Ontario Electrical Safety Code. Where applicable and are subject to inspection by the above authorities including all municipal, provincial and federal authorities.**

33. **ELECTRICAL.** All connections and equipment in booths and concessions must be approved for use. All electrical equipment (including equipment offered for sale) must bear a Recognized Agency Certification marking specified by E.S.A. A list of recognized Certification Agency markings are available on request or by visiting www.esasafe.com or by calling 1-877-ESA-SAFE.

**ALL BOOTHS AND ELECTRICAL EQUIPMENT WILL BE SUBJECT TO DISCONNECTION
IF THEY DO NOT BEAR THE PROPER MARKINGS.**

34. Vendors are responsible for providing all documentation and shall be charged all repair, inspection and alteration fees that may be required by either statutory authority or our staff to maintain electrical supply as ordered.
35. Hydro hook-ups are as follows: 110 volt is one triplex 15 amp circuit, 220 volt is one 30 amp or two-15 amp circuits.
36. EXTENSION CORDS, ETC. ARE NOT SUPPLIED BY THE NORFOLK COUNTY FAIR.

37. **GENERATORS:** Vendors allotted space in area "K" are supplied power from World's Finest Show's generator.
- a. Connection to the Generator power box will be provided by World's Finest Shows electrician on Monday prior to opening day. All vendors are responsible for providing approved equipment from booth or concession to power box for hook up.
 - b. **MUST HAVE A MINIMUM 10 GAUGE CORD TO PLUG INTO A 30 AMP. 120/250-VOLT TWIST LOCK RECEPTACLE.**

38. **FUELS: PROPANE & GAS:** Where compressed petroleum or natural gas fuelled appliances are used in the operation of the concession or booth, the Exhibitor must provide certification from a Certified Propane or Natural Gas Fitter, who is or is employed by a contractor registered by the Fuel Safety Branch of the Ministry of Consumer and Commercial Relations, that the appliances have been inspected in the past thirty (30) days and have been installed and are operating in compliance with the Propane Storage Handling and Utilization Code and the Ontario Regulations under the Energy Act, R.S.O. 1990, as amended. Where the Exhibitor is equipped with combustible fuelled appliances or where otherwise required by the Chief Fire Official, the Exhibitor shall submit to a fire safety inspection and comply with any directions issued by the Chief Fire Official or their designate including Officials from the T.S.S.A.'s Fuel Safety Program, or C.S.A. **All equipment must be T.S.S.A. & C.S.A. approved.**

STOCK VEHICLES/TRAILERS

39. Due to limited space on the grounds all Exhibitors must adhere to the Stock Vehicle/Trailer Policy. Stock vehicle/trailers, either, refrigerated or non-refrigerated, are not permitted on the grounds unless prior approval has been granted and special permit fees have been paid. Detailed information regarding this policy and a registration form is available on request at the fair office. Any stock vehicle/trailer, which cannot be properly identified, or is not registered at the Fair Office, will be removed off the property at the owners' expense.

CONDUCT OF EXHIBITS & GUIDELINES

40. (a) All inside booths include draperies, with 8' backs and 3' side dividers. Height restriction for back wall is eight feet, including 3' for sidewalls. To ensure that exhibitors have a good sightline from the aisle, displays must not exceed the drapery. Minor variations may occur, if approved in advance.
- (b) Tables must be fully and professionally skirted.
- (c) Floor coverings and carpet must be properly secured, clean, in good condition and covering the exact dimensions of the booth.
- (d) Handwritten signs will not be accepted.
41. **Recycling/Garbage disposal:** All exhibits shall be kept in a clean and tidy condition, and all sweeping, dusting, removal of refuse, etc., shall be done each day prior to opening or after closing. Refuse must be removed to the appropriate recycling or disposal bins provided for that purpose. A recycling fee applies to all Food Vendors and non-food vendors who promote food sampling through free package giveaways. Outdoor Food Vendors: All bagged garbage to be placed in front of your concession for early morning pickup.
42. The Exhibitor agrees to use the space(s) provided only for the sale or display of products or services authorized and specified on the Contract/Invoice. All products, services, lotteries, draws and giveaways offered must be approved by the Norfolk County Fair & Horse Show. Permission to sell or promote such items must be requested prior to presenting them to the public for sale or for promotion. Failure to obtain this permission in advance may lead to the cancellation of your contract.

- (a) **The sale of Lottery or Raffle tickets are not allowed** on the premises of the Norfolk County Fair & Horse Show, without prior approval from the Norfolk County Agricultural Society Board of Directors. An application in writing for such consent must contain full disclosure of all terms, conditions, and methods of operation of the lottery or draw.

- (b) **Free Draws**
- a. The Exhibitor must include the company name and the following disclaimer on the ballot, "The information provided on this ballot is strictly confidential and will not be sold, loaned, rented, or given to any other individual or organization for any purpose, whatsoever."
 - b. The Exhibitor must provide management, a copy of the ballot, prior to any consent being given.
 - c. The Exhibitor must provide a detail description of the prize to be given.

- (c) **Giveaways** (such as, a free pen for filling in credit card application, etc.) must be approved and specified on the contract.

43. **Exhibitors must confine their exhibit and all other exhibit activities within the limits of their allotted space.**

- (a) Salespeople and demonstrators are prohibited from operating in the aisle or in any other location on the Fairgrounds than that specified in the contract.

CONDUCT OF EXHIBITS & GUIDELINES CONT.

(b) Advertising matter may be distributed only from within the exhibitors allotted space. Any exhibitor found distributing advertising matter, either personally or by an agent will be considered a breach of this section and shall entitle the management to cancel the contract.

44. The following products are prohibited from distribution;

- a. **Electrical products not C.S.A. approved**
- b. **Laser guns, Pointer guns, Potato guns and Marshmallow guns**
- c. **Products depicting images or statements deemed offensive**
- d. **Drug paraphernalia**
- e. **Silly string**
- f. **All other products deemed inappropriate by The Norfolk County Fair**

45. The Exhibitor acknowledges that they are one of many exhibitors and agrees to reasonably cooperate with the other exhibitors and not to interfere with them or create any nuisance to them, the Norfolk County Fair or the people attending the Fair. Undue noise in the operation of exhibits or unseemly methods employed in sales or demonstration activities is not permitted. Further, offensive language and/or inappropriate mannerisms or behaviour directed towards Fair staff, other exhibitors or members of the public will not be acceptable. The decision of what constitutes a breach of this section shall rest with the Norfolk County Fair, whose decision shall be final. Any dispute among exhibitors shall be settled by the Management of the Fair or the person she/he designates, and her/his decision is final.

46. The use of any amplification system, musical instrument(s), or any other similar devise used in connection with an exhibit for the purpose of attracting attention thereto is prohibited, except where special permission of the Norfolk County Fair & Horse Show has been obtained after details of the proposed installation have been submitted for approval.

47. The Exhibitor's property will be placed on display and exhibited at his/her own risk and Norfolk County Fair assumes no responsibility for loss or damage thereto. The Exhibitor will assume all responsibility for loss or damage to his/her property however caused.

48. The Exhibitor is liable to any damage to building floors, walls and tent structures or to standard booth equipment, or to other Exhibitors equipment.

49. Exhibitors must provide all articles required for their booth.

50. All booths are subject to utilities easement as may be required. Includes hydro cables and panels, water hoses and pipes etc.

51. The Exhibitor shall not sell or offer for sale any article or set up, operate or display any game, amusement or show other than such as authorized by the contract.

52. No intoxicating liquor shall be brought to, or consumed in, or on the said exhibit space; or upon, or in any stand or booth erected thereon.

53. In case the contract authorizes the sale of food or drink, such food or drink shall be subject to the approval of the Haldimand-Norfolk Health Unit. Special Occasions Vendor's Application Packages are available by contacting H-N Health Unit, 12 Gilbertson Drive, Simcoe, ON N3Y 4L1. 519-426-6170 or 905-318-6623 or visit the website at www.hnhu.org for more information.

54. The Exhibitor shall indemnify and hold harmless THE NORFOLK COUNTY AGRICULTURAL SOCIETY, their members, agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by any third parties that may arise out of, or may attribute to, all operations performed by or carried out by The Exhibitor, his agents, employees, or servants, or anyone for whose acts he may be held liable, howsoever caused.

RV & TRAILER PARKING

55. Overnight accommodation is available for RV's & Camping Trailer's only. Parking is available on the Fairgrounds in the designated RV & Trailer Parking area only, as outlined on the Fair's layout map. Limited space is available

- a. The weekly RV & TRAILER PARKING PASS fee covers the period from Monday prior to opening day of the fair, to Tuesday, one day after the close of fair. Additional days are available at the daily rate as outlined on the Exhibit Space Information brochure.
- b. Registration is required in advance of the fair.
- c. Limited hydro & water hook-ups are available on a first come basis
- d. Any RV or Trailer, which cannot be properly identified, or is not registered at the Fair Office will be removed off the property at the owners expense.

PROTECTION OF EXHIBITS

56. The Society shall use all reasonable precaution to ensure the safety of materials at the Fair, but the owners themselves must take the risk of exhibiting them. All outside booths must be secured at night. Should any exhibit or portion thereof be injured, lost, stolen or suffer damage from any cause whatsoever, the Norfolk County Agricultural Society will not be liable, or make payment for the value thereof.

57. The Society may appoint persons to protect the property of the Society within the Fairgrounds and to eject all persons who may be improperly within the grounds or behave in a disorderly manner or violate any of the rules or regulations of the Society.

ADDITIONAL GENERAL PROVISIONS

58. The Corporate name and any Logo or device designed to identify the Fair and its activities are the sole property of the Society and may not be reproduced or used in any form without the written permission of the Society.
59. The Society operates under the Authority of the Agricultural and Horticultural Organizations Act 1987 as amended. Under the authority of this act of legislation the Society may prohibit and prevent theatrical, circus or acrobatical performances or shows and may also regulate the huckstering or trafficking in fruit, goods, wares or merchandise on the Society's property or within 100 meters thereof on the days of the Fair
60. The decision of the Board on any question of interpretation of these rules or on any dispute or difference arising between any exhibitors and the Society shall be final, conclusive and binding for all parties. Any breach of these conditions shall entitle the management to cancel the contract and close the concession or booth forthwith and if deemed necessary to remove the operator and his goods, apparatus and wares from the grounds of the Society at the owners expense.
61. Goods & Services Tax (GST): Effective January 1, 2008 the rate of 5% is charged on most transactions in Canada. Residents and non-residents are required to register for the GST if their worldwide annual revenues from taxable sales of goods and services are more than \$30,000 Canadian over a period of four consecutive calendar quarters, or in any particular calendar quarter. Exhibitors can contact Revenue Canada Excise/GST District Office, Canadian Consulates or Embassies for more specific information on the above.
62. The Norfolk County Agricultural Society is a Registered Charity and special provisions apply. Where no GST is specified on the contract GST is exempt.

(Rev. Apr/09)