



ONTARIO RECREATIONAL VEHICLE DEALERS ASSOCIATION

SHOW RULES AND REGULATIONS

Amended June, 2018

1. Definitions

1.1 Except as otherwise expressly provided for herein, any terms used herein which are defined in the Agreement shall have the same meaning as set out therein. Further, for the purpose of these Rules, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) “Agreement” means the **2018/2019** Exhibit Space Applications entered into between Exhibitors and the Producer governing the display of products and/or services relating to recreational vehicles, and includes, without limitation, the Rules contained herein, as may be amended and/or re-enacted from time to time;

(b) “Exhibitors” mean any persons who have entered into an Agreement for the display of products and/or services relating to recreational vehicles with the Producer;

(c) “Exhibit Space” means space located on the Show Premises designated for use by Exhibitors during Shows pursuant to the Agreement;

(d) “ORVDA” means the Ontario Recreational Vehicle Dealers Association;

(e) “Producer” means ORVDA and/or designated agents, employees or other authorized representatives of ORVDA;

(f) “Rules” mean all rules and regulations as contained herein, as may be amended and/or re-enacted from time to time, governing the Agreement, the Exhibitors and/or the display of products and/or services relating to recreational vehicles at Shows;

(g) “Shows” mean ORVDA exhibitions providing for the display of products and/or services relating to recreational vehicles by Exhibitors on the dates and at the Show Premises as provided for pursuant to the Agreement;

(h) “Show Premises” mean the premises, including, without limitation, all buildings, surrounding grounds and structures, fixtures and Exhibit Space(s) where the Shows are to be conducted.

2. Exhibit Space Allocation Policy

2.1 In order to provide for one display per product line, Exhibitors that displayed a particular product line in previous shows held in the calendar year immediately preceding the Shows will be given first priority to display that product line in the

Show if a completed form of Agreement applying for Exhibit Space is submitted by Exhibitors on or **as stated on the application** of the calendar year immediately preceding the **calendar year of the show**. **Failure by Exhibitors to submit the application applying for exhibit space and product line of the calendar year immediately preceding the calendar year of the show shall cause that product line to become available to other applicants.**

- 2.2 New Exhibitors will not be permitted to display a product line that is currently fully and adequately represented by existing Exhibitors at a Show. For greater certainty, the adequate representation of a product line by existing Exhibitors shall be determined at the sole and absolute discretion of the Producer.
- 2.3 In the event that there is more than one Exhibitor at a Show displaying the same product line, then both Exhibitors will be required to display an adequate representation of that product line. The relative size of those subject product displays shall be determined at the sole and absolute discretion of the Producer. The Producer may facilitate joint displays of a product line if requested to do so by the Exhibitors.
- 2.4 All RV units displayed will be the manufacturer's current model year displayed at the show. Vin #'s will be inspected.
- 2.5 Criteria for dealer exhibitor selection ORVDA shows.
- (a) #1 Grandfather clause applies to existing shows only – applies to all dealer members.
- (b) #2 The show centre, geographically, is calculated on a distance formula to show facility.
- (c) #3 Product mix by type.
- (d) #4 Product by brand.
- (e) It is mandatory that the Show Committee follow criteria and guidelines now and in the future.
- (f) Exhibitors are permitted to showcase previous year model units, based on the following criteria:
- Exhibitor must have a minimum of 5000 square feet
 - 10% of exhibitor booth space can be previous year model units, to a maximum of 2 units regardless of square footage

* Presented approved and recorded by the Board of Directors May 2, 2006.

* Policy interest of Dealers within the geographic region comes first.

* Definitions

- Grandfather clause – refers to previous displays within 1 calendar year at specific ORVDA shows.

- Show centre – exhibition facility and calculation of distance as determined and approved by the Show Committee.

- Product type – manufacturer lines/contracts in place at ORVDA member dealer.

- Brand allocation – All requests will be reviewed by the show committee and awarded once the deadline has come to a close.

- Once Brands have been allocated, if a newly created brand is being requested to be displayed, permission may be granted but in fairness to all dealers (because of limited time or limited product availability) the grantee shall not be granted the “grandfather clause” or “DOR” for the next year’s show.

2.6 Brand delineation at all ORVDA shows is based on manufacturer policy related to separate or individual product lines. i.e.; A dealer for Jayco towables is the dealer for all Jayco towable brands.

2) A dealer with Winnebago/Itasca is based on manufacturer contracts by brands.

2.7

- Parts and Accessory Stores are provided to Exhibitors on an exclusive basis to the RV shows. Parts stores are considered a major attraction at all shows and cannot be fragmented in any way.
- Parts and accessories are not permitted in any booth unless approved by the Show Committee 14 days in advance. Demos, packaging and solicitation of parts and accessory products (not shown in the designated store area) are to be reviewed on an individual basis.
- Parts and accessory distributors and manufacturers, wishing to show and sell products, can only be approved (by the show committee) 14 days in advance provided the Parts Store Exhibitor is in agreement to sell those products displayed through the approved Parts Store Exhibitor.
- Parts and accessories at the show are **sold only** through the on-site store.
- There will be no active retailing of parts and accessories other than the designated store exhibit.
- A common shared Parts and Accessory Store must be reviewed and approved by the Show Committee.
- The Committee, based on parts and accessory exhibit opening at any show, would provide notification to dealers on a regional basis and reserves the right of decision to appoint a Parts Store Exhibitor. Selection criteria will be based on merits of display.

Definition: The Parts and Accessory Store is a product of the show and promotes all products related to or used in the RV lifestyle.

3. Conduct of Displays

- 3.1 Except as specified in the Agreement, no Exhibitor shall, without the prior written consent of the Producer, which consent may be unreasonably withheld, display, advertise, distribute literature concerning, offer for sale or otherwise represent in any manner or form the product line of any other firm, corporation or person. The Producer shall have the right to remove from the Exhibit Space any such products and/or product lines which were not specified in the Agreement.
- 3.2 Exhibitors acknowledge that they are one of many Exhibitors taking part in a Show and, accordingly, they agree to co-operate with and not to interfere with, or create any nuisance for other Exhibitors, the Producer, the owner of the Show Premises or any persons attending or taking part in a Show.
- 3.3 The aisles and all other spaces on the Show Premises, other than the Exhibit Space, shall be under the control of the Producer. Exhibitors shall not, without the prior written consent of the Producer, stand in the aisles or in front of other Exhibitors.
- 3.4 Exhibitors shall not display any product in operation or utilize any device or performance if the product, device or performance produces noise or is in any other way objectionable, to be determined in the sole and absolute discretion of the Producer, to any other Exhibitors.
- 3.4A Recreation Vehicles of any type cannot be sold from any 10x10 booth.
- 3.4B Limit (1) company per 10x10 booth. Exhibitor shall not sublet, contract or assign 10 x 10 exhibit space without prior written consent from ORVDA.
- 3.5 Exhibitors shall not install or cause to be installed any articles that obstruct the view, to be determined in the sole and absolute discretion of the Producer, of any other Exhibit Spaces.
- 3.6 Exhibitors shall conduct all business of any nature, including, without limitation, displays, interviews, conferences, lectures and distribution of literature inside the Exhibition Space as provided for their use.
- 3.7 Exhibitors shall not in any manner injure, mar or deface the Show Premises, internally or externally, or permit anything to be done by their employees, agents or servants which shall in any manner injure, mar or deface the Show Premises.
- 3.8 Exhibitors shall keep their Exhibit Spaces open and fully staffed with proper representation, to be determined in the sole and absolute discretion of the Producer, during scheduled Show hours.
- 3.9 In the event that any Exhibit Space does not meet the desired standards for the Show, such standards to be determined in the sole and absolute discretion of the Producer, then the subject Exhibitor shall make any and all such changes as required by the Producer in order for the Exhibit Space and display to meet the standards as determined by the Producer.

- 3.10 All Exhibitors or Exhibitor's agents, contractors, employees or servants present at the Exhibit Space during scheduled Show hours shall wear name tags identifying themselves.
- 3.11 Exhibitors shall, at the Exhibitor's expense, faithfully observe and promptly comply with the requirements of all federal, provincial, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to all items imported in the Province of Ontario for use in connection with the Show.
- 3.12 Exhibitors shall ensure that displays set up in Exhibit Spaces comply with the requirements of all federal, provincial, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, including without limitation, the Canadian Standards Association, Ontario Hydro (ESA) and local fire regulations. Displays must have correct labels before the display is moved onto the Show Premises and/or the Exhibit Space.
- 3.13 Exhibitors shall not, without the prior written consent of the Producer, fasten any wire, rope, string or thread to any part of the Show Premises for the purpose of displaying any signage, literature or merchandise.
- 3.14 Exhibitors shall not utilize any nails, tacks, brads, staples, screws, screw-eyes, bolts, glue, paste, gummed tape or any other form of fastening or anchoring device of any kind or nature whatsoever, in or on the floors, walls, columns, doors, windows, ceilings or any other part of the Show Premises.
- 3.15 Signage, whether promotional or otherwise, is permitted only in the Exhibitor's Exhibit Space.
- 3.15a Signage for non-approved brands is prohibited & must not be displayed, whether separate or included in signage displaying non-approved brands.
- 3.16 Units parked outside on or near show facility grounds for display are strictly prohibited.
- 3.17 All sales promotions, draws and contests conducted by the Exhibitors must comply with the requirements of all federal, provincial, municipal and other applicable governmental authorities, now in force or which may hereafter be in force. Further, all sales promotions, draws and contests conducted by Exhibitors must be free of any obligation on the part of the winner of same. Finally, all sales promotions, draws and contests conducted by Exhibitors must be approved by the Producer at least two (2) weeks prior to the commencement date of the Show.
Draws and promotions; collection of data must comply with civil and privacy laws of the Federal Government.
- 3.18 Cleanliness of displays and the Exhibit Space are the sole responsibility of the Exhibitors. Exhibitors are responsible for placing garbage into the containers provided at the Producer's discretion/instruction.

- 3.19 Exhibitors shall remove all snow and ice from all items and products before being moved onto the Show Premises and/or the Exhibit Space, with any excess snow, ice and/or water to be cleaned up immediately by Exhibitors.
- 3.20 Exhibitors shall ensure that all LPG (Liquid Petroleum Gas) cylinders or tanks are empty and/or removed from displays and products for display before being moved onto the Show Premises.
- 3.21 Exhibitors shall ensure that all motorized vehicles forming part of displays and/or products for display have locking gas caps or compartments before being moved onto the Show Premises.
- 3.22 No display or exhibit shall be removed nor any demolition be made before the Show's official conclusion, such conclusion to be determined in the sole and absolute discretion of the Producer.
- 3.23 Any goods or services sold and/or delivered at the Show by Exhibitors must be accompanied by a sales receipt.

4. *Default*

- 4.1 In the event an Exhibitor fails to perform any of his/her/its covenants or obligations under or in respect of the Agreement and/or the Rules, the Producer, in addition to all other available rights, shall have the right to levy charges for any labor and/or special services required as a result of an Exhibitor's failure to perform such covenants or obligations, such charges to be in an amount not less than ten (\$10.00) dollars per charge.
- 4.2 Notwithstanding anything contained in the Agreement and/or the Rules, the Producer shall not be in default with respect to performance of any of the terms of the Agreement and/or the Rules if any non-performance is due to any strike, lock-out, labor dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulation or controls, inability to obtain any material or service, fire, severe weather, or any cause beyond the control of the Producer. Further, in the event that the Show is unable to be conducted or completed due to any of the foregoing reasons, any expenses already incurred by the Producer prior to the cancellation or termination of the Show shall be borne on a pro rata basis by the Exhibitors and shall be deducted from amounts previously paid and/or due and owing pursuant to the Agreement.

5. *Indemnity and Insurance*

- 5.1 Notwithstanding any other provisions of the Agreement and/or the Rules, Exhibitors shall indemnify and save harmless the Producer from any and all liabilities, damages, costs, claims, suits, actions and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of the Agreement and/or the Rules, or any occurrence in, upon or at the Show Premises and/or the Exhibit Space, or the occupancy or use thereof, or occasioned wholly or in part by any act or omission of the Exhibitors or Exhibitor's agents, contractors, employees or servants. In case the Producer

shall be made a party to any litigation commenced by or against the Exhibitors, then the Exhibitors shall protect and hold the Producer harmless in connection with any such litigation and shall pay all costs, expenses and legal fees incurred or paid by the Producer in connection with such litigation. The Producer may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Exhibitors are required to indemnify the Producer under the Agreement and/or the Rules. Alternatively, the Producer may require the Exhibitors to assume carriage of and responsibility for all or any part of such litigation or discussions. The Exhibitors shall also pay all costs, expenses and legal fees that may be incurred or paid by the Producer in enforcing the covenants and agreements of the Agreement and/or the Rules. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Agreement shall survive any termination or expiry of the Agreement, anything in the Agreement and/or the Rules to the contrary notwithstanding.

- 5.2 Exhibitors shall, at the Exhibitor's expense, obtain and maintain in full force and effect a policy of comprehensive general liability insurance with respect to the Show Premises and the Exhibit Space and the business conducted by Exhibitors, protecting against all claims for personal injury, death and property damage in which the limit shall not be less than Two Million Dollars (\$2,000,000.00) in respect of any one occurrence. The policies shall name the Producer and the Exhibitors as insured. Exhibitors shall provide evidence of the existence of such insurance policy immediately upon the request of the Producer.
- 5.3 The Producer and Exhibitors covenant and agree with each other that the Producer shall have the right at any time and from time to time, at the Exhibitor's expense, to increase or vary the terms of the comprehensive general liability insurance policy as specified in Section 5.2 hereof on such terms and conditions as the Producer, in its sole and absolute discretion, deems necessary and advisable.
- 5.4 The Exhibitors shall not keep or use on the Show Premises and/or the Exhibit Space any article, or conduct or omit to conduct any act on the Show Premises and/or Exhibit Space, which will cause or result in any increase in premiums of or the cancellation of any insurance policy held by the Producer or the owner(s) of the Show Premises.
- 5.5 The Producer and/or the owner(s) of the Show Premises do not accept any responsibility for loss, theft, vandalism of items belonging to Exhibitors or the Exhibitor's agents, contractors, employees or servants, before, during or after the Show. For greater certainty, Exhibitors and/or the Exhibitor's agents, contractors, employees or servants shall be responsible for insuring their own articles and possessions.

6. General Provisions

- 6.1 Exhibitors agree that the Rules are attached to and form part of the Agreement. Further, Exhibitors agree to be bound by and adhere to all Rules that are now or may hereafter be adopted, amended or re-enacted by the Producer.

- 6.2 The Producer shall have full authority to interpret, apply and enforce all Rules and the authority to make amendments thereto, and to enact such further Rules as it shall consider necessary for the proper conduct of Show(s).
- 6.3 Exhibitors shall not assign the Agreement without the prior written consent of the Producer, which consent may be unreasonably withheld.
- 6.4 The Agreement shall be binding upon the parties thereto and their respective, heirs, executors, administrators and successors and assigns, as the case may be.
- 6.5 The captions, section numbers and article numbers appearing in the Agreement and/or the Rules are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section or article of the Agreement and/or the Rules nor in any way affect the Agreement and/or the Rules.
- 6.6 The Agreement and/or the Rules shall be construed in accordance with and be governed by the laws of the Province of Ontario.
- 6.7 If there is at any time more than one Exhibitor or more than one person constituting the Exhibitor for the purposes of the Agreement, their covenants shall be considered to be joint and several and shall apply to each and every one of them.
- 6.8 Time is of the essence of the Agreement.
- 6.9 No party will be deemed or taken to have waived any provision of the Agreement unless such waiver is in writing and such waiver will be limited to the circumstances set forth in such written waiver.
- 6.10 The Agreement and the Rules constitute the entire agreement between the parties and supersede all prior written agreement and understandings between the parties. There are not and will not be any verbal statements, representations, warranties, undertakings, or agreements between the parties. The Agreement may not be amended or modified in any respect except by written instrument signed by all parties thereto.
- 6.11 The Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which constitute one and the same Agreement.

Disclaimer: Please note the ORVDA show management reserves the right to modify these rules/regulations at any time, keeping in mind the best interests of all exhibitor participants.

I/WE ACKNOWLEDGE RECEIPT OF THE SHOW RULES & REGULATIONS

NAME

COMPANY

DATE:

***Please return a copy of this signature page fully executed with your application for exhibit space.**