



2024 APPLICATION FORM

TERMS, CONDITIONS AND RULES

PAWLOOZA 2024 (hereinafter called "Pawlooza") is an annual event ("Event"), privately organized and managed by Leads Employment Services Inc. and ARF Ontario (collectively "Management"). All Applications to attend and participate at the Event as a Sponsor, Exhibitor or Vendor (collectively "Exhibitor") are subject to these Terms, Conditions and Rules and are subject to prior approval by Management. Management, with or without explanation to any Exhibitor, may decline, suspend, or rescind any Application at any time and for any reason Management deems appropriate, and Management reserves the right to require any Exhibitor to leave the Event at any time.

1) AGREEMENT TO ALL TERMS, CONDITIONS AND RULES.

Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth thereafter and by such additional Terms, Condition and Rules imposed by Management and made known by written notice to Exhibitor.

2) EVENT LOCATION, DATE, AND HOURS.

(A) Pawlooza will take place at the Plunkett Estate, 9282 Elviage Drive, London, Ontario N6K 4N5.

(B) The date of Pawlooza is Saturday, August 17, 2024.

(C) The visitor/exhibition hours for Pawlooza are 9:30 AM to 5:00 PM.

(D) Exhibitor must adhere to Event opening and closing times. The Exhibitor's booth must remain open and staffed throughout the entire Event. Set-up time is Friday, August 16, 2024 from 3:00 PM to 8:00 PM and Saturday, August 17, 2024 from 7:00 AM to 8:30 AM. All Exhibitor vehicles must be off the festival grounds before 8:30 AM on Saturday and cannot return to the grounds until 5:00 PM on Festival day. All exhibits are expected to be open for business during all visitor hours. If you are dismantling/packing because of inclement weather, note that you will have to carry/hand-cart any items to your vehicle. There will be no Exhibitor vehicles on the grounds between 8:30 AM and 5:00 PM. Pawlooza will occur rain or shine. No rain date will be set, even if weather conditions prevent Exhibitors from exhibiting their display in full at any given time.

3) APPLICATION DEADLINE & PAYMENT SCHEDULE.

All applications are due by June 1, 2024. Payment of 100% of the total Exhibitor space fee must accompany the application. If Exhibitor space is not full, late registration may be possible. In all cases of late registration, Pawlooza cannot guarantee their inclusion in already developed and published marketing and event materials. An Exhibitor's cheque returned from the bank for any reason will result in forfeiture of priority in booth/space assignment and, depending on booth/space availability, may result in denial of participation. There is a \$30 fee on all NSF cheques. No Exhibitor shall be allowed to install its exhibit unless it is fully paid.

4) CANCELLATION POLICY.

No refunds will be given after the Exhibitor Application and payment have been processed.

5) VENDOR INSURANCE

All exhibitors are required to obtain general liability insurance coverage for this event and name Leads Employment Services London Inc. and Animal Rescue Foundation Ontario as additional insured. A copy must be provided to Pawlooza 30 days prior to the event. Failure to provide insurance will mean that you will not be permitted to participate in the event, and you will forfeit your registration fee. The policy will protect us and insure you against all claims, demands, actions or proceedings for money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with your presence or operations at the Event. The liability insurance coverage should have a minimum \$2,000,000 limit during the period of the event.

6) LIMITATION OF LIABILITY AND INDEMNITY.

(A) Neither Management nor any of their officers, agents, employees or other representatives shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, wind, accident, animal bite/attack or any other cause whatsoever.

(B) Exhibitor shall indemnify, defend and protect Management against liability, and hold and save Management harmless from, any and all claims, demands, suits, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of or are connected with any acts, or failures to act, or negligence of Exhibitor or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to or by any third party.

(C) In no event shall Management be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibitor's booth/space, or otherwise, and whether arising out of breach of any expressed or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor agrees that the liability of Management for damages, regardless of the form of action, shall in any event be limited to the aggregate fees paid by Exhibitor under this Agreement.

(D) Exhibitor shall hold Management harmless for any damage or loss of Exhibitor's displays and exhibits.

7) ASSIGNMENT OF EXHIBITOR SPACE, EQUIPMENT & POWER.

Exhibitor space will be assigned by Pawlooza. Management reserves the right to modify the space plan to accommodate sales or other space or relocate Exhibitor to avoid conflict. In all instances, Management reserves the right to determine final placement of the Exhibitors. Exhibitors are prohibited from moving to another booth location or otherwise relocate their assigned space without prior consent from Management. Any Exhibitor found reassigning booth space will forfeit fees and booth space. Pawlooza shall assign the booth space to Exhibitor for the period of the Event provided the Event space is made available to Pawlooza. Such assignment is made for the period of the Event only and does not imply that the same or similar space will be held or offered for future events. Management reserves the right to terminate this Agreement, close the booth space and remove the Exhibitor's property if Management determines in its sole discretion that Exhibitor is not eligible to participate in the Event or that Exhibitor's products are not eligible to be displayed in the Event. Each booth space does not include any material. All requests for materials (tables, chairs, canopies, etc.) must be made before July 1, 2024. If hydro is requested Exhibitor is required to supply any necessary power strips and extension cords. Any Exhibitor that rents materials from Pawlooza and/or its suppliers is accountable for those materials until those materials are received by the rental company.

8) ASSIGNMENT.

Exhibitor shall not assign to a third party any rights hereunder, including the Exhibitor's space or any portion thereof without the prior written consent of Management. If such consent is given, the Exhibitor shall retain full responsibility for the conduct of the assignee.

9) DISPLAYS.

No tents, equipment, signs, advertising devices or merchandise shall be displayed outside the Exhibitor's space or project above or beyond the limits of the assigned Exhibitor's space without prior approval from Management in writing.

10) THE SELLING AND/OR ADOPTION OF ANIMALS.

Under no circumstances will ownership of an animal be allowed to be exchanged at Pawlooza. Furthermore, an Exhibitor shall not promote to sell/adopt animals at Pawlooza without the prior written consent of Management. If such consent is given, and the animal is present at Pawlooza, the Exhibitor shall assume full responsibility for the conduct/behaviour of such animal.

11) OBSERVANCE OF LAWS.

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the Event Space (including cannabis laws). All entrances and exits noted on Event Space Plan are required to be maintained clear of all vehicles at all times and any vehicle parked in any of these areas may be subject to a Fire Department Citation and may be towed away, with Exhibitor being responsible for all charges.

12) EXHIBITOR CONDUCT.

Exhibitor and its representatives shall not congregate or solicit in front of another Exhibitor space. The prior written consent of Management is required for the employment or use of any demonstration, solicitation or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibitor's space. Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibitor's space. Neither Exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

13) GIVEAWAYS.

Exhibitors are encouraged to provide free gifts, giveaways, draws, etc. If a draw is held, Exhibitors are responsible for the facilitation of their own draw. Pawlooza will not announce winners throughout the Event or afterwards on Pawlooza.com or through social media.

14) CLOSING OF EXHIBIT.

(A) If Exhibitor or one of its subsidiaries or affiliates is on strike or in protest, resulting in picketing or similar type of demonstration in or near the Event, Management reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Event.

(B) Management shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Event at any time for failure by Exhibitor or its authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term, Condition or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payments or compensation or damages of any kind.

15) FUTURE EVENTS.

In addition to Management reserving the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 13 hereof, Management, in its sole judgment, may refuse to consider Exhibitor participation in future events with which ARF Ontario or Leads Employment Services Inc. are involved.

16) INABILITY TO HOLD EVENT.

If, because of fire, logistical problems, government regulation, public catastrophe, or other cause beyond the control of Management the Event or any part thereof is prevented from being held, is cancelled by Management or the Exhibit space or any part thereof becomes unavailable, Management shall have no liability to Exhibitor except that Management, in its sole discretion, may determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by Pawlooza and reasonable compensation to Pawlooza, but in no case shall the amount of the refund to the Exhibitor exceed the amount of the fees paid by Exhibitor.

17) SEVERABILITY WAIVER. If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain unaffected and enforceable. Any Management decision, selections of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Management as to any other choice. Pawlooza's failure at any time to require strict compliance by any Exhibitor with any part of this Agreement shall not thereafter waive or reduce Management's right to require strict compliance with the same or any other provision of the Agreement by the said Exhibitor or any other Exhibitor.