



TERMS AND CONDITIONS TO RENTAL AGREEMENT

ARTICLE 1 – DEFINITIONS

- 1.1 **Parties.** “Lessor” shall refer to the Markham & East York Agricultural Society and “Lessee” shall refer to the party entering into the Rental Agreement with the Markham & East York Agricultural Society.
- 1.2 **Facilities.** “Facilities” shall refer to the designated grounds, premises, buildings, or facilities which the Lessor is renting to the Lessee for the date(s) and event as stipulated in the Rental Agreement.

ARTICLE 2 – LESSOR COVENANTS

The Lessor covenants and agrees as follows:

- 2.1 **Quiet Enjoyment.** Subject to the Lessee’s compliance with the Rental Agreement and these terms and conditions, to permit the Lessee to peaceably and quietly use and enjoy the Facilities for the time and date(s) stipulated in the Rental Agreement.
- 2.2 **Utilities, etc.** To provide in and on the Facilities for the use of the Lessee such supply of washrooms, garbage bins or service, holding tanks, telephone service, water, electricity, heating as are stipulated in the Rental Agreement, provided that the Lessor shall not be responsible for any claim of any nature or kind for loss or damage due to a failure or breakdown in the supply of such utility systems or for the lack of utilities in or on the Facilities due to any circumstances.
- 2.3 **Services.** To provide such services as:
 - (a) are expressly provided for in the Rental Agreement and these conditions, or
 - (b) as determined in the sole discretion of the Lessor as reasonably required for the care, control and maintenance of the Facilities and the users thereof to be provided by the Lessor under the Lessor’s supervision and at the Lessee’s sole expense;

provided that the Lessor shall not be obligated to provide any additional services, premises, alterations or any other requests during the Lessee’s use and occupation of the Facilities unless such request has been submitted in writing for approval to the Lessor at least fourteen (14) days prior to the time for the performance of such request, which approval may be granted or withheld at the Lessor’s sole and absolute discretion

ARTICLE 3 – LESSEE COVENANTS

The Lessee covenants and agrees as follows:

3.1 Use and Occupation.

- (a) To use the Facilities during the time and only for the event and the purpose stipulated in the Rental Agreement, and not to use or permit the Facilities to be used for any other event or purpose, or for any performance, exhibition or entertainment which may reasonably be objected to by the Lessor, or which may be immoral, improper, illegal or not in compliance with all applicable laws, regulations, and ordinances.
- (b) Not to operate or permit to be operated any midway or mechanical type rides on the Facilities, nor operate or permit to be operated any games of chance, including but not limited to, bingo, roulette, or wheels but excluding the operation of raffles and any other special exemptions that may be approved by the Lessor; provided that the Lessee obtain the necessary licenses or permits required by law.
- (c) To comply with the Fire Regulations set out in ARTICLE 6 of these terms and conditions.
- (d) To exclude from any building any low pressured gas, gasoline, coal, oil or any other flammable fluid whether in containers, machines, motors boats or any equipment of any kind whatsoever, nor do any act or permit any act to be done on the Facilities which will increase the fire hazard of the Facilities or will have the effect of increasing the premium or premiums payable on any insurance held by the Lessor or render any such policy of insurance liable to cancellation or render such policy of insurance invalid.
- (e) Not to use or occupy those portions of the Facilities comprising the Administrative Offices of the Lessor, the mechanical rooms or any other similar building service areas.
- (f) Not to conduct or make any alterations, construction, or changes to the Facilities during the Lessee's use and occupation of the Facilities unless such work and any associated professionally prepared drawings, plans and specifications (in the Lessor's prescribed format) have been submitted in writing for approval to the Lessor at least fourteen (14) days prior to the time for the performance of such work, which approval may be granted or withheld at the Lessor's sole and absolute discretion; provided that any capital improvements made by the Lessee to the Facilities, including without limitation any permanently installed improvements, shall be for the sole benefit of the Lessor, and shall become the property of the Lessor upon completion without compensation to the Lessee.
- (g) To have all construction or set up before the event be performed by workers approved by the Lessor in advance, which shall be at the Lessee's sole expense cost and risk, as expeditiously as possible, in a proper and workmanlike manner and in compliance with all laws, regulations, rules and orders applicable thereto.

- (h) To give efficient, experienced and qualified supervision to the conduct or performance of the purpose or event stipulated in the Rental Agreement using the Lessee's best skill and attention at all times, including without limitation the hiring or engagement of all competent and qualified employees or contractors necessary for the conduct of the purpose or event, provided that the Lessor may at any time before or during the term of the Rental Agreement direct that any work or services to be performed at the Facilities be performed by employees or contractors satisfactory and acceptable to the Lessor in its sole and absolute discretion.
- (i) To assume the responsibility of constructor as defined in the *Ontario Occupational Health and Safety Act*.
- (j) To submit to the Lessor for approval floor and/or site plans for approval of the Fire Marshal or designate at the Lessor's discretion, at least three (3) days before the event.
- (k) To reimburse the Lessor for all costs of lost, damaged or replacement keys.
- (l) If an admission is charged for the event, to provide fifty (50) tickets or complimentary admissions to the event for the Lessor's use and distribution and to provide access to all staff and/or directors of the Lessor to the event upon presentation of identification.
- (m) To refrain or not permit the distribution of flyers, brochures, or other marketing materials from being distributed on vehicles in parking lots.
- (n) To refrain from or not permit any Hazardous Substance to be delivered, used, stored, generated or disposed of on, in, about, over, under or adjacent to the Facilities or the Markham Fairgrounds, and "Hazardous Substance" shall mean any pollutant, contaminant, waste, dangerous good, hazardous, toxic or other substance, whether a solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them that may, immediately or in the future:
 - (i) impair the quality of the natural environment;
 - (ii) cause injury or damage to property or to plant or animal life; or
 - (iii) cause harm, material discomfort or adversely affect the health or impair the safety of people.
- (o) To remove from the Facilities on or before the departure date specified in the Rental Agreement all goods, chattels, equipment, garbage or other materials brought on the Facilities by the Lessee or by any person with the authorization of the Lessee, and if the same is not removed within such specified time, the Lessor shall consider such items to have been abandoned by the Lessee and be at liberty and is expressly granted the right by the Lessee, to remove and dispose of the same as the Lessor sees fit, including but not limited to the right to sell the same by private sale or public auction, and the Lessor shall not be accountable to the

Lessee in any manner whatsoever for such disposition; provided that the Lessor shall deduct its costs of removing and selling the same and any other financial obligations owing to the Lessor by the Lessee and the Lessor shall then pay the balance of the proceeds to the Lessee.

- (p) To deliver up the Facilities at the conclusion of the Lessee's use in the same condition and state of repair as received by the Lessee excepting only reasonable wear and tear (subject to pre and post inspection by the Lessor).

3.2 Payment of Rental Fee. The Lessee shall pay to the Lessor the Total Rental Fee plus applicable taxes as stipulated in the Rental Agreement in installments on the following due dates:

- (a) upon execution of the Rental Agreement, twenty percent (20%) of the Total Rental Fee plus applicable taxes;
- (b) on the date which is ninety (90) days prior to the commencement of the event, thirty percent (30%) of the Total Rental Fee plus applicable taxes; and
- (c) on the date which is fourteen (14) days prior to the commencement of the event, the balance of fifty percent (50%) of the Total Rental Fee plus applicable taxes.

All installment payments shall be by cash, certified cheque, bank draft, or electronic transfer of funds in lawful money of Canada, and shall be non-refundable once paid.

3.3 Performance Bond.

- (a) The Lessee shall pay to the Lessor a Performance Bond in the amount and on the date specified within the Rental Agreement, and if no date is specified, the Performance Bond shall be payable upon execution of the Rental Agreement.
- (b) If the Rental Agreement is terminated due to a breach by the Lessee, or if the Lessee terminates or cancels the Rental Agreement prior to the commencement of the event, the Performance Bond shall be forfeited absolutely to the Lessor as a prepayment of damages for such termination or cancellation; provided however and the Lessee expressly agrees that if the Lessee shall not use or occupy the entire portion of the Facilities set out in the Rental Agreement, the Lessee shall not be entitled to any allowance, rebate, or proportionate refund of any sum paid or payable by the Lessee to the Lessor pursuant to the terms of the Rental Agreement.
- (c) The Performance Bond specified in the Rental Agreement is also held by the Lessor as a security deposit for the purpose of compensating the Lessor for any loss or damage which may be sustained by the Lessor by reason of any breach by the Lessee of the Rental Agreement or these terms and conditions. Upon the Lessee's departure of the Facilities, the Lessor shall inspect the Facilities and shall return the Performance Bond to the Lessee upon satisfying itself that the Facilities have been delivered in accordance with Subsections 3.1(o) and 3.1(p) above. If, however, any damages should be caused or sustained to the Facilities

which have not been repaired or made good, the cost of rectifying same, including particularly the cost of making good the defacement and/or damages to the Facilities shall be deducted from the amount of the Performance Bond, and the Lessee hereby covenants to pay to the Lessor any shortfall remaining immediately on demand.

3.4 **Indemnification.** The Lessee shall indemnify and save harmless the Lessor and its directors, officers, agents, employees and representatives from and against any and all loss, liability, claims, actions, damages, fines, penalties, assessments, costs, and expenses (including any legal and professional fees and disbursements) whatsoever resulting from:

- (a) any injury, death, loss or damage to any person, persons, or property by reason of or as a result of the use and occupation of the Facilities directly or indirectly by the Lessee, or by reason of or as a result of the acts of the Lessee or its servants, agents, employees or workmen; or
- (b) any breach, violation or non-performance of any covenant, obligation, agreement, term or condition contained in the Rental Agreement or these terms and conditions on the part of the Lessee to be fulfilled, kept, observed and performed;

and such indemnification shall survive the termination of the Rental Agreement. If any part of the Facilities or the Markham Fairgrounds becomes contaminated by a Hazardous Substance in any manner directly caused by the Lessee contrary to Section 3.1(n), then the Lessee shall also indemnify and hold the Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities and/or losses (including, without limitation, a decrease in value of the Facilities or the Markham Fairgrounds, damages caused by loss or restriction of the Facilities, damages caused by adverse impact on marketing of space, and any and all sums paid for settlement of claims, legal fees, consultant fees, and expert fees) arising in connection with such Hazardous Substance or contamination. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the Facilities or the Markham Fairgrounds or any clean-up, removal, remediation or restoration mandated or conducted by or on behalf of any federal, provincial, or local agency or political subdivision.

3.5 **Insurance.**

- (a) The Lessee shall obtain and maintain in force during the term of the Rental Agreement such insurance as the Lessor may reasonably request, including without limitation comprehensive general liability (including bodily injury, death and property damage) insurance on an occurrence basis in an amount of not less than \$5,000,000 per occurrence or as otherwise specified in the Rental Agreement in a form satisfactory to the Lessor. Depending upon the nature and type of event to be held by the Lessee, the Lessor may require any other form of insurance that the Lessor may reasonably require from time to time in form, amounts and for insurance risks acceptable to the Lessor.
- (b) The Lessor shall be named as an additional insured on any and all policies of insurance governed by this Article. All insurance policies shall:

- (i) be taken out with insurers licensed to do business in the Province of Ontario and be in a form acceptable to the Lessor;
 - (ii) contain reasonable deductibles which amounts, for the purpose of the Rental Agreement, shall be treated as insurance;
 - (iii) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Lessor;
 - (iv) not be invalidated with respect to the interests of the Lessor by reason of the Lessee's breach or violation of warranties, representations, declarations or conditions contained in the policies; and
 - (v) contain an undertaking by the insurers to promptly notify the Lessor in writing before any material change, cancellation, or termination of the policies is effected.
- (c) The Lessee shall provide the Lessor with a Certificate of Insurance at least fourteen (14) days prior to commencement of the event stipulated in the Rental Agreement; and such certificate shall describe in full the operations of the Lessee under the Rental Agreement which are being insured and will cover the period from the arrival date to the departure date of the Lessee as stipulated in the Rental Agreement.
- (d) The Lessee shall ensure that a cross-liability clause is included in the policy of insurance and in the Certificate provided to the Lessor.
- (e) Failure to deliver a Certificate of Insurance at least 14 days prior to the commencement of the event or as otherwise stipulated in the Rental Agreement may result in cancellation of the event or termination of the Rental Agreement. In the event of cancellation or termination under this clause all payments made to the date of cancellation or termination shall be forfeited to the Lessor as liquidated damages.

ARTICLE 4 – NOISE RESTRICTIONS

- 4.1 **Noise Control By-Law.** The Lessee shall comply with all municipal by-laws of the City of Markham regarding the control and regulation of noise, including without limitation Noise Control By-law 2017-74 which prohibits the operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers or other like devices and intended for the production, reproduction, or amplification of sound from: (a) 5:00 PM on Monday to Thursday to 7:00 AM the next day; (b) 12:00 AM on Friday to 7:00 AM on Saturday; and (c) 12:00 AM on Saturday to 9:00 AM on Sunday.
- 4.2 **Exemptions and Permits.** If the event to be carried on by the Lessee requires an exemption to the restrictions of any noise control by-law of the City of Markham, the Lessee must make written application to the City of Markham for an exemption and permit under authority of the relevant by-law, a copy of which application shall be

provided to the York Regional Police and the Lessor. If an exemption and permit is granted by the City of Markham, the Lessee shall provide a copy of the permit to the York Regional Police and the Lessor immediately upon receipt and no less than three (3) days before the event. The Lessee must also deliver to the Lessor copies of all advertisements and published notices of the event to confirm that the Lessee is in compliance with any issued permit. The Lessee covenants and agrees to strictly comply with all terms and conditions that may be contained in a permit and to cease all external amplification after 12:00 AM.

4.3 **Noise Bond.**

- (a) If the Lessee's anticipated activities or event result in amplified noise, the Lessee shall pay to the Lessor a Noise Bond on the date specified in the Rental Agreement. The amount of the Noise Bond shall be in the sole and absolute discretion of the Lessor and may be based on the expected number of attendees and the type of event. The Noise Bond shall be in addition to the Performance Bond.
- (b) If the Lessee contravenes the Lessor's noise policy or if the Lessee contravenes the Noise Control By-Law of the City of Markham, the Noise Bond shall be forfeited absolutely to the Lessor as a prepayment of damages for such breach. The Lessee may also be liable to the Lessor for any damages in excess of the Noise Bond.
- (c) The Lessee acknowledges that the Lessee shall be solely responsible and liable to the City of Markham for any fines or penalties that may be imposed upon conviction of a violation of any noise control by-law.

ARTICLE 5 – EVENT REQUIREMENTS

- 5.1 **Crowd Control.** The Lessor reserves the right to require the Lessee to hire security for the event, which may include the hiring of paid duty police officers. The cost of hiring security will be at the Lessee's sole expense. Paid duty police officers are required at all events where alcohol will be served, unless stipulated by the Lessor.
- 5.2 **Food and Concessions.** If the Lessee is selling or serving food at the event, the Lessee must obtain all required licenses and permits from the relevant provincial, regional and municipal authorities, including without limitation the York Region Public Health Services Department. Proof of the application submission and copies of the issued licenses and permits must be provided to the Lessor at least ten (10) days prior to the event.
- 5.3 **Alcohol.** If alcohol will be served at the event, the Lessee must deliver to the Lessor proof of a Special Occasions Permit from the Alcohol and Gaming Commission of Ontario at least five (5) days prior to the event.
- 5.4 **Electrical.** Revma Electrical Services are the official electrical contractors for all events held at the Markham Fairgrounds. It is the responsibility of the Lessee to retain them for the hydro hook-up at the sole expense of the Lessee. The Lessee is also solely responsible for all Electrical Safety Authority inspections, permits and fees.

- 5.5 **Digital Advertising.** For advertisements on Google Business Pages, the Lessee must adhere to the Google guidelines for placement of the Lessee's event/company pin on a Google map. The Lessee may not place the Lessee's company pin anywhere on Markham Fair property. The Lessee must also follow Guidelines for representing its business on Google and the Lessee's Google business information must be registered with the Lessee's permanent business address.
- 5.6 **Unmanned Aircraft Vehicle (UAV).** If, during event preparations or at time during the Rental Agreement, the Lessee shall be using UAV's or drones, the Lessee must obtain the prior written approval of the Lessor, follow all proper procedures and obtain all permits from Transport Canada.

ARTICLE 6 – FIRE REGULATIONS

- 6.1 **Fire Safety Plan.** The Lessee must review, understand and abide by the Fire Safety Plan in association with Markham Fairgrounds and Markham Fire Department. Follow this link to download the document: Markham Fair Safety Plan, (PDF 147KB).
- 6.2 **Fire Regulations.** The Lessee shall comply and abide by the following fire regulations, if applicable:
- (a) Aisles between display booths must be a minimum of eight (8) feet.
 - (b) All involved parties with any show exhibit(s) must comply with federal, provincial and municipal building and fire codes.
 - (c) All electrical equipment must be CSA or UL approved.
 - (d) Draping, table covering and booth partitioning used in a show must be treated and maintained by an approved flame-retardant solution. (See list of providers).
 - (e) All materials are subject to inspection and flame-testing at any time by the Markham Fire Department and/or the Director of Fire Safety.
 - (f) Plastic fabrics and other materials that are not fire retardant are prohibited from being used at Markham Fair facilities.
 - (g) The Lessee shall assume full responsibility for advising and enforcing all fire regulations with their exhibitors.
 - (h) Boxes, packaging and other unused exhibitor materials must not be stored on top of, or around any electrical connections, fittings, or transformers.
 - (i) Any equipment that uses open flame as part of an exhibit must be approved in writing by the Lessor.
 - (j) Storage safety is the responsibility of the Lessee. Storage piles shall not exceed 3.65 metres (12 feet) in height.

- (k) When the fire alarm sounds, all maglocks will deactivate. They will be reactivated once the alarm is cleared and the fire panels have been reset.
- (l) Flame Resistance Test:
 - (i) The following test (NFPA 705 flame test) may be used to determine if a material is flame resistant:
 - (A) Cut off a small piece of the material (30 centimetres (12 inches) by 10 centimetres (4 inches)) and hold it with a pair of pliers.
 - (B) Hold a wooden match below the bottom of the material for 12 seconds.
 - (C) If, when the match is taken away, the material stops burning within 2 seconds, it is flame resistant.
 - (D) If the material goes up in flames immediately or continues to burn for more than 2 seconds after the match is removed, it is not flame resistant.
 - (ii) Draping, table coverings, booth partitioning and carpeting used in a show must be of flame-retardant material. All material is subject to inspection and flame-testing at any time by the Markham Fire Department and/or the Director of Fire Safety.

6.3 **Obstructions.**

- (a) Nothing shall be hung from or affixed to any sprinkler piping or heads. Construction or ceiling decorations of the booths must not impede the operation of the sprinkler system.
- (b) All exit doors shall be in an operable condition and shall remain unobstructed at all times. Exit signs, fire department handsets and portable fire extinguishers shall not be obstructed in any manner.
- (c) All fire and emergency equipment located in the building(s) may not be hidden or obstructed in any way. Emergency exits and aisles must be kept clear and unobstructed.
- (d) Vehicles parked on fire routes will be removed at the owner's expense.
- (e) All entrances, exits, aisles, stairways, lobbies and passageways shall be unobstructed at all times.
- (f) Roof construction shall be substantial and fixed in position in specified areas for the duration of the event. Easels, signs, etc. shall not be placed beyond the booth area into the aisles.

- (g) Literature, supplies and handouts are permissible in reasonable quantities. Reserve quantities shall be kept in closed containers and stored in a neat, compact manner within the booth.

ARTICLE 7 – OTHER CONDITIONS

- 7.1 **Other Matters.** Any matters not expressly provided for in the Rental Agreement or these terms and conditions shall be in the sole discretion of the Lessor.
- 7.2 **No Assignment.** The Lessee shall not assign the Rental Agreement or any of the interests or benefits provided in the Rental Agreement or part with possession of the Facilities during the time of use thereof granted to the Lessee according to the terms hereof either in whole or in part without the express written consent of the Lessor, which consent may be granted or withheld in the sole discretion of the Lessor, and any such disposition or attempt thereat shall forthwith render the Rental Agreement terminated at the option of the Lessor. No such assignment if approved shall relieve the Lessee from any of its obligations under the Rental Agreement.
- 7.3 **Default.** The occurrence of any one or more of the following events shall constitute an event of default and the Rental Agreement shall, at the option of the Lessor, cease and terminate upon written notice to the Lessee, and the Lessee shall not thereafter have any rights to the use and occupation of the Facilities:
 - (a) the Lessee fails to pay any installment of the Total Rental Fee, the Performance Bond, the Noise Bond, or any other amount to the Lessor when due;
 - (b) the Lessee fails to observe or perform any of its covenants, obligations or agreements under the Rental Agreement or these terms and conditions;
 - (c) the Lessee shall be an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or commit or threaten to commit any act of bankruptcy; or
 - (d) the commencement of any proceeding or the taking of any step by or against the Lessee for the dissolution, liquidation or winding-up of the Lessee or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, custodian, liquidator or any other person with similar powers with respect to the Lessee or the Lessee's property or any part thereof.

Upon termination, any and all amounts paid to the Lessor prior to the termination date shall be forfeited as liquidated damages.

- 7.4 **Damage and Destruction.** In case the Facilities shall be destroyed or damaged by fire or any other cause, or if any casualty or any unforeseen occurrence shall render the fulfillment of the Rental Agreement by the Lessor impossible, then and thereupon the Rental Agreement shall terminate and the Lessee shall pay the rental for the designated areas only up to the time of such termination at the rates specified by the Rental

Agreement, and the Lessee hereby waives any claim for damages or compensation should the Rental Agreement be so terminated, provided however, that this subsection shall not be construed to be a waiver by the Lessor or any rights it may have against the Lessee to recover damages as a result of such fire or other cause.

- 7.5 **Disclosure.** It is understood and agreed that the Lessee is the real party in interest and the Lessee is not acting for or on behalf of an undisclosed principal and should it hereafter appear that the Lessee is not a real party in interest, that fact shall be grounds for permitting the Lessor to immediately cancel the Rental Agreement and any remaining portion of the time thereof without liability on the part of the Lessor.
- 7.6 **Notice.** Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the terms of the Rental Agreement, may be served personally, or by prepaid courier delivery, registered mail or electronic communication including e-mail, and in any such case, shall be deemed to have been served on the date of personal delivery, courier delivery, or delivery by electronic communication delivery (before 5:00 PM on any business day; otherwise delivery shall be deemed to be on the next business day), or on the seventh (7th) business day following the mailing thereof. Until and unless changed by notice in writing, the addresses for the parties shall be as set forth in the Rental Agreement.
- 7.7 **Severability.** If any term, covenant or condition of the Rental Agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of the Rental Agreement or application of such term, covenant or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term, covenant or condition of the Rental Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- 7.8 **Captions.** The captions and headings in the Rental Agreement are for convenience of reference only and shall not effect the interpretation of any provisions in the Rental Agreement or its scope or intent.
- 7.9 **Time.** Time shall in every respect be of the essence of the Rental Agreement and the terms and conditions.
- 7.10 **Independent Parties.** The relationship between the Lessor and the Lessee constituted by the Rental Agreement and these conditions are solely that of a proprietor and a party licensed for temporary use and occupation of the Facilities and the same shall not constitute the Lessee as agent, servant, employee or representative of the Lessor, nor shall the same constitute the Lessee as a partner, joint venturer of the Lessor. Provided further that the use of the Markham Fairgrounds contemplated by the Rental Agreement does not include the use of the name "MARKHAM FAIR" either directly or by implication and that the use of the name "MARKHAM FAIRGROUNDS" shall be limited to location description only.
- 7.11 **Non-Discrimination.** In the promotion and conducting of the event, the Lessee shall not discriminate and will take affirmative action measures to ensure against discrimination and harassment against any contractors, employees, licensees, invitees, attendees, and

customers on the basis of race, color, gender, national origin, age, religion, creed, disability, marital status, family status, sexual orientation, gender identity or gender expression in all activities or operations.

- 7.12 **Special Provisions.** The Lessor and the Lessee may covenant and mutually agree to other terms, conditions or provisions in addition to those set out in the Rental Agreement or these terms and conditions, and if so, such special provisions shall be set out in writing and attached as a schedule to the Rental Agreement. To the extent that there is any conflict between the special provisions and the Rental Agreement or these terms and conditions, the special provisions shall prevail.
- 7.13 **Counterparts & Electronic Delivery.** The Rental Agreement may be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties, provided each party has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart. The parties hereto agree that the Rental Agreement may be transmitted by electronic means including email or such similar device and that the reproduction of signatures by electronic communication or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Rental Agreement bearing original signatures forthwith upon demand.