SAMPLE PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (the "Agreement") is made as of [DATE] ("Effective Date")

BETWEEN

[NAME] (the "Presenter")

AND

The St. Lawrence Parks Commission (the "SLPC")

WHEREAS the SLPC wishes to acquire for its Fall Fair event at Upper Canada Village on September 19th and 20th, and the Presenter has agreed to provide the services described in Schedule "A" (the "Performance"), which schedule is part of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein and for the mutual benefits to be derived from this Agreement, the Presenter and the SLPC agree that the Presenter's services and the Performance will be provided on the terms and conditions of this Agreement.

1. **Presenter's Services.**
   1.1. Performance. The Presenter will provide the Performance in accordance with the terms of this Agreement.

2. **Compensation.**
   2.1. Fee. The SLPC shall pay the Fee specified in Schedule "A" (the "Fee"). Payment will be made upon completion of performances on the last day of the event by cheque. No additional sums will be paid related to the Presenter's Performance. In addition, there will be no revenue sharing by SLPC.

   2.2. Payment. All payments are to be made by cheque payable to [NAME].

3. **Performance.**
   3.1. Performance Rider. The performance rider (the "Performance Rider") is attached as Schedule "B" and is part of this Agreement.

4. **Promotion.**
   4.1. Promotion by the SLPC. The SLPC will promote and publicize Upper Canada Village's Fall Fair and Presenters performing at the event to the best of the SLPC's ability. The Presenter understands that a marketing plan is in place for the event.
   4.2. Promotion by the Presenter. The Presenter may promote Upper Canada Village's Fall Fair and/or their Performance on their active social media channels along with hashtags relevant to the event. These hashtags will be provided by the SLPC.

5. Cancellation of Performance/Early Termination of Set.

5.1. Cancellation of the Performance. Cancellation of the Performance is permitted in the following circumstances:

5.1.1. *Weather*. Cancellation due to inclement weather must be mutually agreed upon by both parties and determined in good faith if any such weather conditions shall render the performance(s) impossible, hazardous or unsafe, and the Presenter shall have no obligation to perform in any such event. 100% of the Fee is payable if the Performance is cancelled as a result of weather if the Presenter is otherwise ready and able to perform.

5.1.2. *Presenter Illness*. The Presenter may cancel due to illness of the Presenter or key members of the Presenter's performance group, provided that the Presenter provides the SLPC with a written Doctor's note within 7 days of notifying the SLPC of the illness. The Fee is not payable if the Performance is cancelled as a result of Presenter's illness.

5.1.3. *Cancellation*. The SLPC may cancel the Performance for any reason by providing written notice. Should the SLPC cancel the Performance for reasons other than weather or force majeure, less than four (4) weeks prior to day of show, the Fee remains payable. Should the SLPC cancel a Performance for reasons other than weather or force majeure, between twelve (12) and four (4) weeks prior to the Performance, 50% of the Fee is payable. No fee is payable if the Performance is cancelled more than twelve (12) weeks.

5.1.4. *Force Majeure*. Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable businessperson applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include but not limited to a pandemic, natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other party with an explanation and no fee will be payable.

5.1.5. *Early Termination of the Performance*. The Presenter is entitled to end the Performance prior to the agreed upon set length due to:

5.1.5.1. unforeseeable events; or

5.1.5.2. negligent behaviour of SLPC or the SLPC's agents (including but not limited to threats to the personal safety of the audience, Presenter or the Presenter's members or agents. In the event of early termination of the set, and provided that the Presenter acted reasonably, the Fee will be payable.

5.1.5.3. In the event of cancellation of a Performance, or early termination of a set, for the reasons set out in this agreement, the parties are not liable to the other, financially or otherwise – except as specified. The parties may choose to, but are not obliged to, reschedule the Performance.

5.2. Photo, Video and Audio Release. **With respect** to photograph(s) (digital or otherwise), slide(s), video or audio recording(s) (the "Photographs") taken of the Presenter, the Presenter's members and their Performance by agents, employees or representatives of the St. Lawrence Parks Commission (the "SLPC") on **September 19th and 20th 2026** at Upper Canada Village's Fall Fair event, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Presenter hereby irrevocably grants to the SLPC all rights of any kind, whether known or becoming known, in and to all Photographs of the Presenter's and its members' acts and appearances throughout the world forever by any known or later discovered means, including conditions as undersigned in "Schedule C".

6. **Disclosure of Information**. The Presenter and the SLPC acknowledge and agree that the Freedom of Information and Protection of Privacy Act applies to this Agreement and may require the disclosure of information relating to this Agreement to third parties.

7. **Term**. This Agreement will be effective as of the Effective Date and, unless otherwise agreed, will remain in effect for 30 days following the Performance.

8. **Amendments**. Any changes to the Agreement shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

9. **Invalidity**. If any individual provision of this Agreement is or becomes partially or completely invalid this shall not affect the remainder of the Agreement and all other provisions shall remain intact.

10. **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. **Currency**. All references to currency in the Agreement shall be to Canadian dollars.

12. **No Indemnities from SLPC**. Any express or implied reference to the SLPC providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the term of the Agreement set out at paragraph 7, shall be void and of no legal effect.

13. **Agreement Binding**. The Agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

14. **Entire Agreement**. This Agreement, including Schedules "A" (Performance Details), "B" (Performance Rider), "C" (Photo, Video and Audio Release Agreement), and "D" (Code of Conduct) embodies the entire agreement between the parties with regard to the provision of the Presenter's services and the Performance and supersedes any prior understanding or agreement, collateral, oral or otherwise existing between the parties as of the Effective Date.

15. **Representatives**. For the purposes of this Letter of Agreement, the SLPC's representative is Peggy Hause, (tel. 613-930-3718), peggy.hause@parks.on.ca and the Performer's representative is [[NAME] (tel. [PHONE NUMBER]), [EMAIL ADDRESS]]. Notices pursuant to this Agreement shall be in writing and sent by personal delivery, email transmission or by registered mail.

In Witness Whereof the parties hereto have executed this Agreement effective as of the Effective Date.

[NAME]	**The St. Lawrence Parks Commission**
By:	**Per:**
_____	_____
Signature:	Signature:
Name: [NAME]	Name: Tracy Ogilby
Title: _____	Title: Manager, Upper Canada Village
Date of Signature: _____	Date of Signature: _____

Schedule A – Performance Details.

1. **Type:**
2. Upper Canada Village Fall Fair – outdoor festival

3. **Date:** September 19th, 20th 2026

4. **Venue & Location:** Upper Canada Village
   13740 County Road 2, Morrisburg, ON, K0C 1X0

5. **Times:** 9:30 a.m. to 5:00 p.m.

6. **Performance:** Presenter will provide:
   [Quote Performance Details on Request for Quote document]

7. **Fee:** $ [PRESENTER FEE] + HST.

8. **Payment:** $ [PRESENTER FEE] + HST on or up to 30 days after September 20th, 2026

9. **Additional Requirements, Terms and Conditions applicable to the Performance.**

   9.1. The SLPC will provide the performance requirements set out in the Performance Rider in Schedule "B" at the SLPC's cost. Performance requirements must be mutually agreeable by both parties.
   9.2. [PRESENTER] and all members of their group must abide by the Code of Conduct set out in Schedule "D"

Schedule B – Performance Rider

1. **SLPC Responsibilities** – [SLPC RESPONSIBILITIES, i.e.: "Where applicable, the SLPC will ensure performance area gates are open and accessible & barricades are in place to prevent the public from entering demonstration area"]

Schedule C – Photo, Video and Audio Release Agreement

I hereby consent and authorize the SLPC to copy, exhibit, publish or distribute any and all such Photographs of me or my name for advertising, promotional or commercial purposes of any kind (including, but not limited to SLPC brochures, SLPC materials, and the SLPC or any Government of Ontario website) without any additional compensation.

I waive any right to inspect or approve the finished product, including the printed copy, wherein my likeness appears.

I hereby waive any and all moral rights which I may have with respect to the Photographs.

I hereby consent under the Freedom of Information and Protection of Privacy Act (Ontario) to the collection, use and disclosure of his or her image and name in relation to the Photographs.

I hereby hold harmless, release and forever discharge the SLPC, His Majesty King Charles the Third (or reigning sovereign for the time being) in Right of Canada, His Majesty King Charles the Third in Right of Ontario and their respective officers, directors, employees, volunteers, agents, sponsors, advertisers, promoters, organizers from all claims, demands and causes of action, including but not limited to libel and invasion of privacy, which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I understand that this release is irrevocable by me so that the SPLC may proceed in full reliance thereon.

Signatures are to be affixed in the appropriate spaces provided below:

Print Name:

Signature of Performer:

Date:

Schedule D – Code of Conduct

1. All members of the presenter/performance group must set up in the space assigned to them by SLPC staff. Under no circumstance may a presenter/performance group set up in a space not assigned to them.

2. For the health and safety of SLPC guests, staff, livestock, and performers, any livestock attending the event must remain in the assigned performance and holding spaces/areas while the site is open to the public. Livestock must always be in control and at a safe distance from guests (for example, no roaming the site with animals, regardless of if on a lead). Breaking this rule will result in immediate dismissal from the event and any future events held at the St. Lawrence Parks Commission.

3. The Upper Canada Village Fall Fair is an outdoor event which runs regardless of weather (see section 5.1 of the Performance Agreement for exceptions). Presenter/performance groups must be on site, set up, and ready for their performances/demonstrations as outlined in Schedule "A".

4. There will be absolutely no selling of any products without prior written consent from the management of the event.

5. Performers/presenters and their staff should behave in a manner acceptable for a family friendly event. Profanity is unacceptable.

6. While pets are permitted on site for visitors, pets of performers/presenters are not permitted to attend The Upper Canada Village Fall Fair, unless pre-approved in writing; certain conditions apply.

7. Smoking is not permitted on the Upper Canada Village grounds. (It is allowed in adjacent public parking areas).

8. Performance/presenters are to ensure that garbage is deposited in one of the trash cans on site and not left on the ground in or around their performance area.

9. It is the responsibility for each performer/presenter to acquire any appropriate insurance as required for their style of performance for themselves and/or members, livestock, and equipment accompanying their group. The proponent representing the performers/presenters shall ensure that all personnel within the group are trained and qualified in conformance with all applicable regulations, codes, standards and guidelines related to their style of performance/presentation, and that they have proof of necessary health records for any animals being brought on-site.

10. It is the responsibility for each performer/presenter to provide all safety equipment needed for the program/activities offered, to ensure everyone's safety, including your group members, animals and SLPC visitors, (i.e. helmets, pads, etc.).

11. All vehicles must be off site and in the designated parking area by 9:00am each day. At the end of each day, vehicles will be permitted onsite only when all guests have left the park, after 5:15 p.m. Performers/presenters must leave the premise once they have completed any required end-of-day tasks or packing up.