

Conditions of Contract

Canwest Productions Inc. (CPI) or Show Management (herein called "Management") and Show related facilities (herein called the "Centre")

- 1 Once the Centre has placed the exhibit space at the disposal of the Management, the Management shall make available to the applicant for the period of the Show, the space applied for, including rod and drape.
- 2 **Subletting of space by the exhibitor is prohibited. Sharing or other use of the space not specifically authorized prior to the Show by Management is prohibited.**
- 3 No signs or advertising devices shall be displayed outside space other than those furnished by the Management. Displays blocking the unobstructed view from space to space are prohibited. If display is more than 36" high, such higher section of display can only extend four feet out-wards along the side rails. No displays or signs may be affixed to building walls or posts.
- 4 No exhibitor shall use any inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables and/or risers shall be flameproof.
- 5 Exhibitors shall abide by and observe all laws, rules, and regulations of the Province and City where the Show takes place, and departments thereof and all rules of the related Centre.
- 6 **Once a contract is accepted, exhibitors shall not be entitled to a refund of any part of any fee should the exhibitor for any reason be unable to exhibit at the Show, or cancel any space previously contracted for. At Management's discretion, exhibitors who are unable to exhibit, or cancel any space contracted for, may request in writing that any monies on account with Management (less an administrative fee) be transferred to another Show produced by Management. Such Show must be scheduled to be held within one calendar year of the cancelled Show.**
- 7 Management Rights: CPI reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show; (ii) reject or remove exhibits, Exhibitors, Exhibitor personnel or promotional activities that CPI considers objectionable, inappropriate, disruptive or dangerous; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors to comparable space; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to CPI.
- 8 Force Majeure: In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) CPI is unable to permit Exhibitor to occupy the space beyond the control of CPI, or (iii) if the Show is cancelled or curtailed for reasons beyond the control of CPI, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott. In the event of the Show not being held, all monies received from the Exhibitor will be credited to a re-scheduled or alternative event (at CPI's choosing), CPI will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that Exhibitor may suffer.
- 9 Cancellation and Termination:
 - a) Management shall have the right to immediately terminate this License Agreement in the event that: (i) Exhibitor violates or breaches any of the terms, conditions, representations or warranties of this License Agreement, including Exhibitor's payment obligations or Exhibitor's failure to appear at the Event; (ii) Exhibitor, or any of its principals, behaves in a manner or engages in any activity that CPI reasonably believes would bring Exhibitor or CPI into public disrepute, contempt, scandal or ridicule, or would materially reflect unfavorably on Exhibitor or CPI or the Show, including but not limited to conflicts with other exhibitors, attendees or other show participants at the Event, a rating with the Better Business Bureau of D+ or below, or a substantial number of negative reviews on Yelp or similar sites; (iii) CPI determines, in its sole discretion, that Exhibitor is promoting the sale of potentially illegal or unsafe products or that Exhibitor is engaged in deceptive, false, or misleading advertising or activity; or (iv) Exhibitor is removed from one of CPI's other events for any of the above-referenced reasons.
 - b) All deposits/payments received by or due to CPI up to the date of cancellation or downsize are non-refundable and non-transferable. If the License Agreement is terminated, or any space is downsized, the balance of the full cost of the space shall be immediately due. This payment shall be considered liquidated damages (not a penalty) for breach of this License Agreement.
 - c) In the event of termination of this License Agreement, CPI shall have the right to immediately occupy the space and utilize it in any manner as CPI deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. Exhibitor shall not be entitled to any offset or mitigation of the amount due under this License Agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- 10 Neither the Management, the Center nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause, and neither the Management nor the Center will obtain insurance against any such damage, loss, harm or injury.
- 11 The applicant hereby agrees to indemnify, defend and protect the Management and the Center against, and hold and save the Management and the Center harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expense of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims or damage or loss to property, or from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives.

We agree to abide by all rules and regulations adopted by Management (Productions Inc.) and have read the Conditions of Contract as shown above.

Date _____ Company Name _____ Authorized Signature _____