



PEACE REGION Petroleum SHOW



TERMS & CONDITIONS

1. EXHIBITOR COVENANTS

- The exhibitor agrees to abide by all rules and regulations adopted by show management and sponsors in the best interests to the show and agrees that show management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
- The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
- The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where as a prize or prizes having value in excess of \$50 are offered, unless the exhibitor (i) satisfies show management that the contest is being operated in accordance with law and (ii) provides a letter or credit or other security satisfactory to the show management covering the value of the prize(s)

2. DISPLAY

- The exhibitor agrees to occupy the contracted exhibit space during the full term of the show, and to exhibit only the products described only under the exhibitor's name which appears on the contract.
- Show management reserves the right, in its sole and unfettered discretion, to:
 - determine the eligibility of exhibitors and exhibits for the show;
 - reject or prohibit exhibits or exhibitors which show management considers objectionable, and
 - relocate exhibitors or exhibits when in show management's opinion such moves are necessary to maintain the character and /or good order of the show.

3. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of show management, which permission may be arbitrarily withheld.

4. INSURANCE

The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date a policy of insurance from an insurer acceptable to show management. The policy of insurance shall protect show management and insure the exhibitor against all claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liabilities which may be imposed by law or loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the exhibitor's presence or operations at the show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of show management the exhibitor shall provide a copy of such policy.

5. INDEMNITY

a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against show management, the show sponsors or the exhibition hall in which the show is held for any loss, damage or injury whatsoever caused, to the exhibitor, its officers, employees, agents or their property. b) The exhibitor agrees to indemnify and hold harmless show management, show sponsors and the exhibition hall, their officers, agents and employees, against all claims, losses, suits, damages, judgments, expense costs and charges of every kind resulting from their company's occupancy of the exhibit space or its environs, for any reason or personal injuries, death, property damages or any other cause sustained by the exhibitor or its officers, agents, employees or by another exhibitor, or show management or a visitor to the show.

6. EXHIBITORS PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and show management assumes no responsibility for loss or damage thereto. The exhibitor shall assume all responsibility for all loss or damage to its property howsoever caused.

7. BUILDING

The exhibitor is liable for damage caused by it to the building or to any property of show management, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or any other coatings to the building or to the property of show management, its agents or any other exhibitor.

8. CANCELLATION AND TERMINATION

a) This contract may only be cancelled if notice in writing is received by show management at least 45 days prior to the first day of the show. If the exhibitor cancels prior to or on this date he/she is liable for a \$100.00 administration fee, plus G.S.T., for cancellation with the balance being refunded by show management. If the exhibitor cancels after 45 days prior to the first day of the show, the exhibitor is liable for full payment of his/her space rental. This also includes contracts signed after the cancellation deadline. b) In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect to the terms of this contract, show management reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by show management as liquidated damages for breach of his/her contract and show management may there upon rent said space. Failure to appear at the event does not release the exhibitor from responsibility for payment for the full cost of the space rented.

9. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred. Extenuating circumstances must be approved by show management.

10. CANCELLATION OR CURTAILMENT OF SHOW

a) In the event the building in which the show is held is destroyed, or if for any reason show management is unable to permit the exhibitor to occupy the space, or if the show is canceled or curtailed, show management and show sponsors will not have any liability to the exhibitor for any loss of business, damage or expense of whatsoever nature or kind that the exhibitor may suffer.

b) Should the premises in which the show is being conducted become unavailable for occupancy, for "cause or causes" not within the control of show management and sponsors, show management and sponsors will not be held responsible for any claims or damage which might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, such items as: fire, lightning, casualty, explosion, flood, weather, epidemic, earthquake, acts of public enemies, riots or civil disturbances, strike, lockout, boycott or other Acts of God.

11. FOOD SERVICE

a) Exhibitors must pay the facilities catering contractor per day if any food or beverage is served or supplied to customers, clients, employees, other public from the exhibit space. b) All regulations of the Mistahia Health Unit regarding food service must be observed. Exhibitors will be responsible for familiarizing themselves with the policy.