

1. DEFINITIONS

The term “the Exhibitor” shall mean any person, firm, company, or representative who shall schedule, confirm, and/or attend the show. Show Creations shall be referred to as “the Organizer”.

2. APPROVAL OF APPLICATION

The Exhibitor shall submit a completed application form outlining specific requirements and requests. The Organizer will process the application in a timely manner, contacting the Exhibitor by telephone or email with any clarifications. The Organizer shall mail the Exhibitor a confirmation letter via Canada Post. It shall not be the responsibility of the Organizer to ensure the Exhibitor has received the confirmation letter. It shall be the responsibility of the Exhibitor to ensure they have received the Confirmation Letter. Upon receipt of the Confirmation Letter the Exhibitor shall sign the document then forward the signed page to the Organizer as instructed on the form.

The Organizer may cancel the application or agreement at any time without giving any reason and without incurring any liability of any nature by refunding the Exhibitor for the amount paid for the booth. Applications may be refused at the sole and absolute discretion of the Organizer without giving any reason. Spaces are non-transferable.

3. EXHIBITORS LOCATIONS

The presentation and layout of the Exhibition will be decided by the Organizer. Exhibitors locations are not reserved or assigned in advanced. The Location of the Exhibitors Spaces will be marked upon the Exhibitors arrival.

However, the Organizer reserves the right to alter and amend the layout of any published or assigned spaces or floor plans.

The Organizer and Mall Management reserves the right to relocate an Exhibitors booth when necessary.

4. SHOW SET-UP & TAKE-DOWN

Set-up times shall be noted on the Confirmation Letter sent to the Exhibitor prior to the show date. It is the responsibility of the Exhibitor to complete set-up during these times. The Shopping Centre’s Receiving areas must be used by the Exhibitors to transfer all displays and merchandise into and out of the Shopping Centre. Displays shall not be moved or taken down prior to the end of the Show without the written permission of the Organizer. Take-down shall be done after closing hours on the last day of the Show. At the end of the Show the Exhibitor will remove all the property brought into the Shopping

Centre and will clear the site of all unwanted materials and leave the area in a clean and tidy condition. In the event that the Exhibitor fails to comply, to the reasonable satisfaction of the Organizer and Mall Management, then the Organizer may carry out these tasks and charge the Exhibitor for the costs of doing so.

5. DISPLAY RESTRICTIONS

Displays shall not exceed Five (5) ft. in height, unless otherwise specified on Exhibitors Confirmation Letter. Each booth should not exceed 120 sq ft. (10 ft. x 12 ft.), unless Exhibitor receives written approval by the Organizer. Upon the decision of the Organizer extra charges may apply for larger areas. Displays are not to interfere or infringe on other Show Exhibitors, kiosks, carts or retailers. If Tables are used in display, Black fire-retardant Skirting is required, at the expense of the Exhibitor. Handwritten signs are not permitted. Only professionally printed signage, labels or banners will be approved. Exhibitor shall request electrical connection if required prior to set up and must supply their own 50ft-3-prong extension cord. Power shall only be used for display purposes. Should an Exhibitor misuse power for kettles, TV, heater or microwave there will be a charge of \$100.00 for misuse and power will be disconnected. Exhibitors are to supply their own after-hours covers.

6. EXHIBITS & DISPLAYS

The Organizer and Mall Management reserve the right in their absolute discretion to require the Exhibitor to remove or alter all or any part of the Exhibitors display or Exhibitors product and to refuse to allow the Exhibitor to operate equipment (including display equipment) at the exhibition if in their sole and absolute discretion such equipment is undesirable, dangerous or offensive in the context of the exhibition as a whole. If the Exhibitors refuse to comply, they shall not be permitted to remain in the show. A refund or credit will not be issued.

7. EXHIBITORS CONDUCT

Every booth must be open and ready for business during all Shopping Centre hours and manned by a competent representative of the Exhibitor. Shoppers shall not be approached or solicited by the Exhibitor, but come to the booth by their own volition. The use of microphones, audio equipment, flashing lights or any other device which may interfere with or annoy the public is forbidden unless prior consent by the Organizer has been given. The Exhibitor will uphold the usual standards of conduct and behavior and follow the rules set by the Organizer and The Shopping Centre during the Exhibit. Failure by the Exhibitor to abide by these terms may result in the immediate removal of the Exhibitor and their booth from the Show. The Exhibitor shall be liable for any loss caused to the Organizer as a result of their breach of these conditions. Full show cost will apply as refunds or credits will not be given to the Exhibitor.

8. EXHIBITOR LIABILITY

The Exhibitor hereby accepts liability for all acts or omissions of himself, his employees, contractors and agents and shall indemnify the Organizer against all actions, suits, proceedings, claims, costs, demands and expenses arising from whatsoever which may be taken or made against the Organizer or Shopping Centre as a result of the actions or inactions of the Exhibitor and in particular, against any claim made against the Organizer by the Landlord or other owners of the Site. Each Exhibitor will assume full responsibility for their booth and neither the Organizer or the Shopping Centres will accept any liability for theft, breakage or any damage to the Exhibitors property or person. It is the responsibility of the Exhibitor to carry the appropriate permits, licenses and collect the appropriate tax where applicable.

9. INSURANCE

The Organizer carries public liability insurance for the duration of the occupation of space. However, all Exhibitors are strongly advised to provide their own public liability insurance. Proof of such insurance should be provided prior the show.

10. PAYMENT TERMS

The Exhibitor agrees to pay the Organizer the full cost on application for their booking of space and additional equipment if requested. Post-dated cheques may be submitted with written approval of the Organizer. An interest charge of 24% per annum shall apply to all overdue accounts. Exhibitors will be charged \$25.00 on all returned cheques.

11. CANCELLATION OF SPACE

In the event that an Exhibitor wishes to cancel their booking after acceptance of the booking by the Organizer then the Organizer reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organizer) to apply the following cancellation charges and to reallocate such space.

The Organizer shall not issue refunds for Exhibitors Cancellations:

-There is a \$25.00 cancellation fee once the Exhibitors booking has been accepted and processed.

-Should an Exhibitor fail to arrive for set-up, the Organizer will charge the Exhibitor full show cost plus a \$50.00 administration Fee.

Shows are not prorated and are non-transferable.

If the Exhibitor wishes to cancel, then written notice of such wish must be forwarded to and received by the Organizer.

Notwithstanding that the Organizer may resell or reallocate the cancelled space after payment of the cancellation charges. The Organizer shall be under no obligation to reimburse all or any part of such cancellation charges.