

- **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. 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 three or four weeks prior to the show. 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 advance. 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 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. Displays shall not be moved or taken down prior to the end of the Show without the written permission of the Organizer
- **5.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 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 Management, then the Organizer may carry out these tasks and charge the Exhibitor for the costs of doing so.

- **6. EXHIBITS & DISPLAYS:** The Organizer and 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 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 behaviour and follow the rules set by the Organizer and the Management 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 indemnity the Organizer, center and City against all actions, suits, proceedings, claims, costs, demands and expenses arising from whatsoever which may be taken or made against the Organizer, Center or City 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, Center or City 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 may be requested prior to 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 plus HST 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 reserves the right to apply the following cancellation charges and to reallocate such space. The Organizer shall not issue refunds for Exhibitors Cancellations, once the Exhibitors booking has been accepted. 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 charge.