

## TERMS & CONDITIONS

The company or individual named on the contract shall be referred to as the Exhibitor. Encore Exhibitions Inc., producers of the West Coast Women's Show, shall be referred to as Show Management. The TRADEX Trade & Exhibition Centre, referred to as The Facility, is owned by the City of Abbotsford and operated by the Tourism Abbotsford Society. The Exhibitor assumes all responsibility for its property, including any and all loss, theft, or damage to Exhibitor's displays, equipment and other property while on the premises of The Facility and hereby waives any demand or claim it may have against The Facility, Show Management, all service contractors, including its staff members and officers. All property will remain under the custody and control of the Exhibitor whether in transit to and from The Facility, or within The Facility or within the confines of its booth space. In addition the Exhibitor agrees to defend, if requested, indemnify and hold harmless Show Management, The Facility, all service contractors and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, claims, damages, suits, costs and expenses, including without limitation legal fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents. The Exhibitor agrees and understands that Show Management does not guarantee the Exhibitor's at-show sales results, that show visitor attendance figures referred to by Show Management are projected numbers and that the Exhibitor will not be reimbursed booth fees, loss of business, damage or any expenses whatsoever if the show attendance is lower than projected. The Exhibitor agrees to observe all union contracts and labor agreements in force, agreements between Show Management and the official contractors serving the show and/or Facility. Exhibitors will carry insurance in compliance with any Provincial or Federal laws covering all of the Exhibitor's employees, contractors or agents engaged in the performance of any work for the Exhibitor. Management reserves the right to reproduce all photographs, images and likenesses taken during the Show for future promotional purposes. Show Management does not offer the Exhibitor exclusivity to any one particular product or service unless specifically negotiated in writing through sponsorship.

### 1. Allocation of Space & Deadlines

Applications will be processed on a first come, first served basis. Whenever possible space assignments will be made in keeping with exhibitor preferences. Show Management reserves the right to make final determination of eligibility of exhibitors and space assignments. Failure to meet payment deadlines will forfeit first option on preferred space request. Relocation of exhibit space and/or cancellation of contracts that have been accepted by Show Management, may be done in the overall best interest of the show at the sole discretion of Show Management.

### 2. Interactive Buyers Guide

The Interactive Buyers Guide fee is a mandatory value added item for all participating exhibitors. Each exhibitor must provide their logo, company information, and website / social media links to Show Management. The Interactive Buyers Guide will be remain on the show web site until three months after the show.

### 3. Subletting of Space

Exhibiting companies may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from Show Management. Should an exhibiting firm require the use of the goods or services of another business to operate its' exhibit, identification of the goods or service is limited to the usual and regular branding, nameplates or imprint of trademark.

### 4. Insurance & Liability

Each Exhibitor shall carry at its own expense during the period commencing on the first move-in date and ending on the last move-out date, a policy of insurance naming Show Management as loss insured and insure the exhibitor against all claims of any kind arising from or 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.

### 5. Exhibit Space Rental Payment & Exhibitor Cancellation

This application to Exhibit & Contract must be completed and returned to the Encore Exhibitions Inc. mailing address or email address on page 1 of this contract. 1/3 payment is due February 1<sup>st</sup>, 2019. Another 1/3 interim payment is due May 15, 2019, balance owing is due July 15, 2019. We cannot be held liable for any payments made to any other person, mailing or email address other than the official Encore Exhibitions Inc. addresses published on this contract. Failure to pay a deposit or meet interim deposit deadlines does not automatically invalidate the contract which will be considered to be binding upon allocation of exhibit space by Show Management. However, the contract may be cancelled at Show Management's discretion if deposit and/or interim payment dead-lines are not met.

Applications submitted after May 15, 2019 must be submitted with a 2/3 deposit. Applications after July 15, 2019 must be

submitted with full payment. Exhibit space fees include 8' high draped back and 3' high sidewall for the booth space. This contract may only be cancelled in writing. Upon cancellation of this Agreement by the Exhibitor, all deposits received up to the date of notice of cancellation are non-refundable and the exhibitor is liable for a minimum of 1/3 of the exhibit space rental requested or held under this contract. If the cancellation in writing is received after May 14, 2019 the exhibitor is liable and must pay for 2/3 of the exhibit space rental requested or held under this contract. If the cancellation in writing is received after July 14, 2019 the exhibitor is liable for full payment of the exhibit space rental requested or held under this contract. By cancelling this agreement or by not setting up in the allocated booth space during the allotted move-in period the Exhibitor forfeits all rights or claims to the allocated space and Management is free to rent it to others. A 2% per month fee will be added to all overdue accounts. A \$30.00 administration fee will be charged for cheques returned by a bank due to insufficient funds.

### 6. Size & Structure & Appearance of Exhibit Space

Exhibit space will be allocated in units as shown on the floor plan. Booths vary in size and are on cement floors. All exhibitors must supply appropriate floor covering for their booth space. Construction of Exhibits shall comply with the exhibit booth regulations found in the Exhibitor Manual. Over-height (over 8' high) and Over-size exhibits must be pre-approved in writing by Show Management. No Exhibitor shall permit the exposure of any unfinished surface to neighboring booths or visitors. Carpeting and furnishings are available for rent through the Official Show Decorator and are the responsibility of the Exhibitor. Exhibit space fees include 8' high draped back and 3' high sidewall. 8' side drape may be installed at show management's discretion. The outside side wall is not installed on corner booths unless expressly requested at least 7 days prior to move-in. Display material must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Manual. The exterior of any part of a display structure facing a side aisle, or adjacent to exhibitors booth must be suitably decorated at the exhibitors expense. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. The Exhibitor must keep the Exhibit space in a clean and orderly state throughout the duration of the show. No cleaning services are included for the booth space in the Exhibit space fee.

### 7. Conduct & Operation of Exhibit

No exhibitor shall call or invite a visitor out of an exhibit that is not their own. Exhibitors must remain within their own exhibit space in demonstrating products distributing literature, product samples or other materials. Other areas including the show floor, aisles and The Facility, both inside and on the exterior property, may not be used for these purposes. Exhibit personnel, including demonstrators, models, mascots and corporate characters are required to confine their activities within the exhibit space. Show Management retains the right to remove any Exhibitor personnel found to be conducting themselves in a manner deemed inappropriate. The distribution of advertising or promotional material, which is deemed inappropriate for the show, is not permitted. Show Management will terminate any Exhibitor selling a product or service which is deemed deceptive or objectionable. The Exhibiting Company must have an Exhibit representative present at all times within the booth during show hours. The Exhibit space must remain operational at all times during show hours. Exhibitors shall not distribute materials, extend invitations, hold hospitality events, call meetings, or otherwise encourage absence of visitors from the show floor during the operating hours of the show. The Exhibitor must get Show Managements pre-approval for all contests, raffles, donations, and/or on-site promotions. Any contests run by the Exhibitor during the show must be unconditional and the winner(s) must be offered and receive the prize without any fees or costs whatsoever. All winners names and contact information must be submitted to show management after the show. Exhibit personnel will not be permitted to enter The Facility earlier than one hour before the scheduled opening time on show days and likewise will not be permitted to remain within The Facility more than one hour after closing hour each day with the exception of move-out on Sunday, October 20, 2019. Exhibitors with needs that require additional time should check with Show Management on the previous day. It may be necessary for neighboring Exhibits or Show Management to access utility connections in an Exhibitor's booth. The Exhibitor agrees to permit such access, which may include the placement of piping, ramping, conduit, cable, etc. Each Exhibitor is charged with the knowledge of all laws, ordinances and regulations pertaining to fire prevention, public safety, and health, including the health regulations, while participating in the West Coast Women's Show. Compliance with such laws is mandatory for all ex-hibitors and the sole responsibility is that of the Exhibitor.

### 8. Sound, Noise, Music, Lighting & Odors

Videos related to an exhibitor's product will be permitted, provided the projection equipment and screen are located in the back third of the booth. Sound will be permitted only if the sound is not audible in the aisle or neighboring booths.

Sound systems, including microphones, will be permitted if not turned louder than conversational level, there is enough space to accommodate the audience within the exhibit space AND if not objectionable to neighboring exhibitors. Any exhibitor using music shall not violate any copyright, trademark, or other similar laws and shall comply with all copyright restrictions. No loud or obtrusive activities will be permitted during show hours. This includes the operations of any item which may cause vibration, smoke, and excessive noise or produces objectionable odors. Show Management reserves the right to limit or terminate the use of distracting light effects, including glaring lights.

### 9. Exhibitor Badges

Exhibitor badges will only be provided to persons named on the Exhibitor Badge Form. These passes are restricted to a maximum of five per 10' x 10' and/or 8'x10' booth and a maximum of 3 per 5'x6' and/or 5'x10' booth. Exhibitor Badges are for the sole use of persons staffing the Exhibitor's booth and will be required for entry via the Exhibitor's entrance. The clear view of the Exhibitor badge must not be obstructed.

### 10. Sampling & Sale of Products

Free product and food samples are permitted for distribution to visitors however food & beverage samples must adhere to food & beverage sampling regulations and maximum sample size limitations set by The Facility as described in the Exhibitor Manual. Sales of food & beverage items for consumption at the show is not permitted without the express permission of The Facility or its designated concessionaire. Sales receipts must be provided for all products and merchandise sold during the show. Exhibitors selling taxable merchandise must adhere to Provincial and Federal tax regulations. Exhibitors who sample food and/or beverage products, which require handling, cooking and/or preparation during the show or who provide personal services (ie. Hair salon services, manicure/pedicure, skin care, therapeutic touch, tanning, electrolysis, laser hair removal, piercing, tat-toeing, waxing) must meet all Fraser Health Authority regulations.

### 11. Installing & Removing of Exhibit

Exhibitors must adhere to the move-in, set up and move-out times as outlined in the Exhibitor Manual, unless prior arrangement has been made in writing with Show Management. All installations must be complete prior to show opening. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted dur-ing show hours without written consent from Show Management. No deliveries may be made during show hours. No exhibit shall be dismantled in any way prior to show closing. All exhibitor displays or materials left on the show floor after the move-out deadlines set in the Exhibitor Manual will be packed and shipped at the discretion of the official service contractor, and all charges applied to the Exhibitor, and without liability for loss, damage or theft. Storage of packing crates and materials is not permitted within the Exhibit space during the show. Storage areas will be provided for properly marked materials. It is the Exhibitor's responsibility to properly identify and mark its crates and then place in the storage areas. No storage of any kind is allowed in any area not designated for storage.

### 12. Change of Dates, Location, Show Cancellation or Curtailment

If it is considered inadvisable to hold the show on the scheduled dates or place, Show Management shall have the right to change the date and/or place, giving the Exhibitor written notice. If the show is not held for any reason whatsoever, exhibit space fees or deposits already made will be returned to exhibitors on a pro-rated basis after all re-related show expenses incurred by Show Management up to the date of cancellation have been met. The Exhibitor will not be reimbursed for any loss of business, damage, or expense whatsoever the Exhibitor may suffer if the show is cancelled, postponed, curtailed or abandoned due to, but not limited to, damage to The Facility, acts of terrorism or war, civil disobedience, strike, riots, lockouts, epidemic, acts of God, inclement weather, fire, lightning, casualty, explosion, epidemic earthquake, acts of public enemies, any circumstance beyond the control of Show Management.

### 13. Show Management's Right to Make Changes

Show Management reserves the right to make changes, amendments and additions to the show rules and regulations at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors be advised of any such changes. Any matters not covered herein are subject to decision at the discretion of Show Management.

### 14. Applicable Law

When signed by the parties, this application for space constitutes a binding contract enforceable under the laws of the Province of British Columbia. Should a court of competent jurisdiction herein find any provision invalid such invalidation shall not affect the other terms of this contract.