

The company or individual named on the contract shall be referred to as the Exhibitor. Encore Exhibitions Inc. dba "West Coast Women's Show at TRADEX" and Encore Trade & Consumer Shows Inc. dba "West Coast Women's Show at BC Place" shall be referred to as Show Management. The TRADEX Trade & Exhibition Centre and BC Place shall be referred to as The Facility. 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 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 labour 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 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 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. Relocation of space and / or cancellation of contracts that have been accepted by Show Management, may be done as a result of failing to meet deadlines or in the overall best interest of the show at the sole discretion of Show Management.

**2. SUBLETTING OF SPACE** – Exhibitors may not assign, sublet, or share their exhibit space with another business 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 (no company signage).

**3. 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.

**4. EXHIBIT SPACE RENTAL PAYMENT & EXHIBITOR CANCELLATION** – This application to Exhibit & Contract must be completed and submitted via the form on the West Coast Women's Show website. Deposit payments are due based on the Payment Schedule outlined on the Exhibit Space Application & Contract. Deposit payments are non-refundable. 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 deadlines are not met. 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 25% of the exhibit space rental requested or held under this contract. If the cancellation in writing is received on or after April 15th, 2023 for the TRADEX show or May 15th, 2023

for the BC Place show, the exhibitor is liable and must pay for 50% of the exhibit space rental requested or held under this contract. If the cancellation in writing is received on or after June 15th, 2023 for the TRADEX show or July 15th, 2023 for the BC Place show, the exhibitor is liable and must pay for 75% of the exhibit space rental requested or held under this contract. If the cancellation in writing is received on or after August 15th, 2023 for the TRADEX show or September 15th, 2023 for the BC Place show, the exhibitor is liable for full payment of the exhibit space rental requested or held under this contract. This contract can be cancelled without penalty before August 15th, 2023, if written notice is provided to Show Management within 10 days of application submission. 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 \$35.00 fee will be charged for cheques returned by a bank due to insufficient funds.

**5. 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. 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 (i.e., hair salon services, manicure/pedicure, skin care, therapeutic touch, electrolysis, laser hair removal, piercing, waxing) must meet all local health authority regulations.

**6. 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 during show hours without written consent from Show Management. 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.

**7. 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, at its full discretion, have the right to change the date and / or location and / or number of show days and / or duration and / or name of the show, giving the Exhibitor written notice. If the show is not held for any reason whatsoever, exhibit space fees or deposits already made will be transferred to the next available show. 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, pandemic, earthquake, acts of public enemies, or any circumstance beyond the control of Show Management.

**8. SHOW MANAGEMENT'S RIGHT TO MAKE CHANGES** – Show Management reserves the right to make changes, amendments, and additions to the show 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.

**9. 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.