

ROYAL LEPAGE ATLANTIC STANDARD EXHIBITOR CONTRACT TERMS AND CONDITIONS

DEFINED TERMS

The term "show" to the specific event name referenced on the first page of this contract. This show is produced and managed by Debra Porter, Royal LePage Atlantic. As used here in after, the term, "Royal LePage Atlantic" means, collectively, Royal LePage Atlantic, it's partners, and any associated officers, directors, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, volunteers, assigns, and/or invites, as applicable.

1. **PAYMENT:** The Exhibitor(s) agrees to pay the price indicted on this contract. It is agreed and understood by all that the organizers; Royal LePage Atlantic has the right to negotiate a price with the exhibitors different from the stated prices on page 1 of 3 of the main contract. A non-refundable deposit of 50% at the time of application is required. The balance will become due, and payable, on or before the specified time in the contract. All monies received prior to the completion of the event will be considered a deposit. When payment for space is not paid when due, deposits may be forfeited and the space re-allocated. In the event that the Exhibitor's cheque is returned by a bank due to insufficient funds, Royal LePage Atlantic, will charge \$50.00 administration fee to the Exhibitor. All applicable provincial and federal taxes at the time of the event are the sole responsibility of the Exhibitors.

2. INSURANCE / OCCUPATIONAL HEALTH AND SAFETY

The Exhibitor shall insure their own merchandise against fire, theft and all perils. Exhibitors and any associated contractors are required to maintain public liability insurance to minimum of 1,000,000.00, listing Royal LePage Atlantic 7071 Bayers Road Halifax, NS. as additional insured, for the period covering the show dates, plus move – in and move out dates. The Exhibitor may also list the Lunenburg County LifeStyle Centre as an addition to the list, at 135 North Street, Bridgewater, NS B4V 9B3. Proof of insurance is required and must be received at least 45 day prior to show set up.

The Exhibitor agrees to abide by all rules and regulations as outlined in the provincial Occupational Health and Safety Act, and must provide signed compliance at least 45 days prior to show set up. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Royal LePage Atlantic, and the official contractors serving the show facility and companies operating in the building in which the show is taking place, and to observe the labour laws of the jurisdiction in which the building is located.

The Exhibitor will not do 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 shall comply with all provincial, city and local laws and ordinances relation to fire, safety, and health. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitations, 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.

3. LIMITATION OF LIABILITY

Under no circumstances shall Royal LePage Atlantic or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. Royal LePage Atlantic makes no representation of warranties, expressed or implied, regarding that the number and nature of Exhibitors and /or attendees who will attend the Show or regarding any other matters.

Exhibitor expressly assumes all risk associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business, or profits of Exhibitors, whether caused by negligence, cancellation of Show, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area). Neither Royal LePage Atlantic nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

4. INSTALLATION / DISMANTLING

Preparation of the Exhibit will be at the Exhibitor's expense. Exhibitors must comply with the move-in and move-out times indicated in the Exhibitors contract; exhibit to be completed by the Exhibitor for the official **inspection by 1:00 pm, prior to the first show date and to remain intact until show close indicated by the official show hours.** Goods may not be delivered, or removed, from the building during the show hours.

If an Exhibitor fails to remove an exhibit in the allowed time, Royal LePage shall be permitted (at Exhibitor's sole expense) to remove an place same in a warehouse and / or to ship to Exhibitor via the Official Show Carrier, with all changes billed to the Exhibitor, at no liability to Royal LePage Atlantic.

5. EXHIBIT GUIDELINES

All booth decorations and exhibit materials must be kept within the confines of the rented booth dimensions. All exhibits must have prior approval from Royal LePage Atlantic to exceed the height of the wall designated for that space. If so, the installation will be at the expense of the Exhibitor.

No booth decorations or exhibit materials will block the visibility of another Exhibit. Painting or fastening to walls, floors, ceiling or any part of the building is not permitted. Attaching signs or display material to the show contractor's equipment will be by the approved methods only. Balloons,

stick-on decals, or similar products will not be permitted within the building. If an Exhibitor's carpet is not installed by the Official Show Contractor, then removal of tape/residue/any other adhesive material used is the responsibility of the Exhibitor; otherwise, the cost of removal will be billed back to the Exhibitor. Any damage to the building or show dressings will be the responsibility of the Exhibitor. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain, strictly under control of Royal LePage Atlantic and no signs, decorations, banners, advertising material, or special exhibits will be permitted in the aisles except by written permission of Royal LePage Atlantic. The sale of raffle tickets, lotteries and /or gambling is not permitted. Royal LePage Atlantic reserves the right to limit any audio or visual activity within the exhibit space, if they deem it to be disruptive or inappropriate for the event.

6. ASSIGNMENT, OCCUPANCY, AND USE OF SPACE

Royal LePage Atlantic reserves the right to change the floor plan or the location of an Exhibitor's booth, or venue, if Royal LePage Atlantic in its sole discretion determines that to do so is the best interest of the Show. Royal LePage Atlantic will consider request to keep certain companies from being next to each other; however, there is no guarantee that by making this request you will not be located next to one of these companies. Royal LePage Atlantic assumes no responsibility in such instances.

The space contracted for is to be used solely by and for the Exhibitor whose name appears on this contract, and it is agreed Exhibitor will not sublet nor assign any portion of same without the prior written consent of Royal LePage Atlantic. No Exhibitor shall occupy a space whose name is not on the Exhibitors list and no booth shall be redesigned by an Exhibitor to allow for another company to occupy that space.

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Royal LePage Atlantic. The Exhibitor must occupy the space allocated to them during their schedule move-in time, unless otherwise approved by Royal LePage Atlantic. If Exhibitor fails to install their display in its assigned space or leaves their space unattended during the Show hours, Royal LePage Atlantic shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the show hours.

7. EXHIBITOR INFORMATION

Royal LePage Atlantic may provide Exhibitors' contact information to official show contractors/suppliers for the purpose of facilitating the execution of this Show. Royal LePage Atlantic will provide periodic updates and any information regarding the Show to the designated representative of the Exhibitor.

By exhibiting at the Show, Exhibitor grants to Royal LePage Atlantic a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Show and to use such names in Royal LePage Atlantic materials. Royal LePage Atlantic shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists of materials. Royal LePage Atlantic may also take photographs of Exhibits booth space, exhibit and personnel during, before, or after the open hours of the Show and use such photographs for any Royal LePage Atlantic promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to valid license, all intellectual property (copyright, trade mark, etc.) to be use by Exhibitor for promotion or exhibition of the Show.

8. CANCELLATION

The Exhibitor will be required to pay in full for the contracted amount on any cancellation received after **90 days prior to the first show date. Cancellation must be received in writing.** Royal LePage Atlantic reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, an Exhibitor may be required to move a new location if its requests a downsizing of space. Failure to appear at the Show does not release Exhibitor from responsibility for payment of the full cost of the space rented.

If Royal LePage Atlantic cancels the Show for any reason, in no event shall Royal LePage Atlantic maximum liability under any circumstances exceed the amount actually paid to Royal LePage Atlantic by the Exhibitor for exhibit space rental pursuant to this contract. Exhibitor agrees that it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation of the show.

9. INCORPORATION OF RULES AND REGULATIONS

Any and all matters pertaining to the Show and not specifically covered by the terms and conditions of this contract shall be subject to determination by Royal LePage Atlantic in its sole discretion. Royal LePage Atlantic may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor contract or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by Royal LePage Atlantic as soon as they are communicated to Exhibitor.

10. INDEMNIFICATION

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Royal LePage Atlantic), and hold Royal LePage Atlantic and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, cost, reasonable attorneys' fee and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the show, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (f) harm or injury (including death) to Exhibitor; (g) loss of or

damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance Exhibitor's space or relation to Exhibitor's use of any exhibition space or services.