

Conditions of Application/Contract for Peterborough Wellness Expo 2011

1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by Peterborough Wellness Expo (herein after referred to as "Show Management") and its sponsors, and agrees that Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the show.
- b) The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Show Management and the official contractors serving the show facility, 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 anything 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.
- c) The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, 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.
- d) The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor satisfies Show Management that the contest is being operated in accordance with local laws and regulations.
- e) The exhibitor, its officers, agents, employees and representatives, agree to obey any non-smoking regulations in effect at the facility.

2. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- b) Show Management reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which Show Management considers objectionable, (iii) relocate exhibitors or exhibits (iv) change venue or show dates when in the opinion of Show Management, such moves are necessary to maintain the character and/or good order of the show.
- c) The Exhibitor agrees to ensure that all display fixtures and materials are made of a fire retardant material as required by the fire department.

3. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of Show Management, to which permission may be arbitrarily withheld.

4. INSURANCE

The exhibitor shall obtain and maintain at its own expense during the period commencing at 12:01 a.m. on the day of the Wellness Expo and not terminating before 11:59 p.m. on the same day, a policy of insurance acceptable to Show Management. The policy of insurance shall name Show Management as loss-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of Show Management, the exhibitor shall provide Show Management with a copy of such policy.

5. INDEMNITY

- a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the show sponsors, or the facility in which the show is held, for any loss, damage, or injury, howsoever caused, to the exhibitor, its officers, employees, agents, or their property.
- b) The exhibitor agrees to indemnify and hold harmless Show Management, show sponsors, and the facility, their respective officers, agents, and employees, against all claims, costs, and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages, or any other damage sustained by the exhibitor or its officers, agents, employees, or those for whom in law they are responsible, or Show Management, or a visitor to the show.

6. EXHIBITOR'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and Show Management assumes no responsibility for loss or damage thereto.

7. BUILDING

The exhibitor is liable for any damage they cause to the facility and to any property of Show Management, its agents, or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive, or other coatings to the facility or to the property of Show Management, its agents, or any other exhibitor. The exhibitor shall not apply tape or any other adhesive material to walls, ceilings, or any part of the venue without the express consent of the venue management.

8. CANCELLATION AND TERMINATION

- a) Applications received after **specified deadline (to be announced)** will only be accepted with full payment of booth size rented and will be subject to availability and show managers' discretion. Any and all cancellation requests must be submitted to our office in writing no later than 30 days prior to event. Any cancellation requests of this agreement will be subject to a minimum \$50.00 administration fee. Any cancellation by an exhibitor **after 30 days prior to event date** will forfeit their total payment. Wellness Expo management then has the right to reassign that space.
- b) In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Show Management reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of his contract and Show Management may there upon re-rent said space. Failure to appear at the event does not release the exhibitor from responsibility for payment of the full cost of the space rented.

9. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the show day. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred by the venue.

10. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is being held, or scheduled to be held, is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Show Management and its sponsors, or if for any reason Show Management is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, Show Management and sponsors will not be responsible for any loss of business, loss of profits, damage, or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots, civil disturbances, strikes, lockouts or boycotts.

11. NSF CHEQUES

In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$40 administration fee will be charged to the exhibitor.

12. AGREEMENT

By completing and submitting the application supplied, you hereby confirm you have read, understand, and agree to these terms. Applications submitted without appropriate payment, or not signed, may be subject to refusal by Show Management.

Please keep a copy this document for your records and return a signed copy with payment to: Peterborough Wellness Expo,
461 Carriage Lane, Peterborough, ON K9L 2A5 www.PeterboroughWellnessExpo.com Phone: 705-745-2154
Email: Linda.Devine@gmail.com