

PREMIER CONSUMER SHOWS CONTRACT TERMS AND CONDITIONS

SPACE RENTAL PAYMENT

APPLICABLE DEPOSIT MUST ACCOMPANY THIS APPLICATION. Balance due and payable 60 days prior to the show. If balance is not received by the deadline, Exhibitor waives all rights to the space contracted and Show Management will not guarantee space at the requested location specified in the contract. Full payment is compulsory in advance of move-in dates. Premier Consumer Shows, a division of Metroland Media Group Ltd. (referred to herein as "Show Management" or "Metroland") reserves the absolute discretion to grant or refuse any request from individuals or companies wishing to exhibit in the show.

CANCELLATION POLICY

Booth space must be cancelled in writing. Cancellation received 90 days or more prior to the first show day – 100% of booth payments will be refunded. Cancellation received within 89 - 0 days prior to the first show day or Exhibitor fails to occupy booth space without notice, 0% of booth payments refunded and Exhibitor will be liable for any unpaid balance of the contract.

(REVISED)

EXHIBIT SPACE

Show management agrees to provide a standard display booth. Carpet, furnishings, décor etc. are the sole responsibility of the Exhibitor. Exhibitors will be responsible for the set up of their own exhibit. The Exhibitor agrees to confine its activities to the exhibit space.

SUBLETTING

Subletting space is prohibited. The Exhibitor shall not assign, sublet or apportion the whole or any part of the space allocated by Show Management to the Exhibitor.

ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be allocated by Show Management. Show Management reserves the right to relocate exhibits which may be affected by a change in the floor plan, or in the interests of optimum traffic control and exhibit exposure. Show Management will not be held liable if competitive exhibitors are adjacent to or opposite each other, but, if possible, efforts will be made to allocate space on a basis fair to all exhibitors.

SET-UP

All exhibitors must be set up within the time schedule specified in Exhibitor Manual. No major changes to displays are permitted during public show hours. Show Management shall have the right to open any booth where an exhibitor is absent during show hours. Show Management will not be responsible to an exhibitor for any loss or damage caused as a result of the booth being opened and unattended during show hours.

ARRANGEMENT OF EXHIBITS

Displays must not protrude beyond the measured booth dimensions or obstruct a clear view of the neighbouring booths, and may not be taller than 8 ft. in height except in specified areas. Please advise at time of application if display exceeds 8' in height. Exhibitor may not attach displays to walls, structural supports, or flooring in the exhibit building by nails, screws, bolts or permanent cement, nor may it suspend anything from the ceiling or rafters. No exhibitor shall permit the exposure of any unfinished surface to neighbouring booths. If Exhibitor fails to correct the unfinished part, Show Management will have the right to finish such outside partitions. The cost of such repairs shall be paid by the Exhibitor to Show Management upon demand being made. Show Management reserves the right to restrict the use of glaring or irregular lighting effects.

DISMANTLING AND REMOVAL

No exhibitor shall dismantle or remove any part of its display before the time scheduled as specified in the Exhibitor Manual. Any material remaining after the cut off time may be removed by Show Management at Exhibitor's expense.

CHARACTER AND CONDUCT

All displays and promotional literature must be in good taste. The product or service must be presented in a professional manner and no carnival or side show sales tactics will be permitted. Free samples may be distributed. Orders for products may be taken and merchandise may be sold at cash retail prices. Raffles and giveaways may be conducted but only with the prior written approval of Show Management. The sale and/or distribution of wine, liquor or beer is strictly prohibited in the exhibit hall, except with the consent of Show Management. If consent is given, the Exhibitor must comply with all relevant laws and regulations. If in the opinion of Show Management an exhibitor or its servant or agents conduct themselves in an objectionable manner, Show Management reserves the right to expel them from the show. In such circumstances, Show Management will not be liable for any damage or loss to the Exhibitor or the person expelled, nor will there be any refund of exhibitor fees.

NOISE AND MACHINERY

Show Management shall have the right to stop the display, demonstration of or the running of an engine or machine which by causing vibration, noise, smoke, smell or any of them is considered to be a nuisance. The Exhibitor shall at the request of Show Management stop the use of loud-speakers, microphones, amplifiers, musical instruments, gramophones, radios, film equipment or any of them. The Exhibitor shall not have on its stand or exhibit or display at the show any goods of an explosive, inflammable, obscene or noxious nature. Show Management reserves the right to refuse or terminate the exhibit or sale of any article which they may in their discretion deem unsuitable or objectionable or deceptive to purchasers.

CARE

Exhibit must be attended during all show hours by at least one representative of Exhibitor. It is the Exhibitor's responsibility to keep its area clean and orderly throughout the show and to ensure it is ready for opening at the time the show opens each day.

GENERAL SHOW AREA

All lobbies, corridors, aisles, restrooms, food and beverage concessions, and special assembly rooms will be considered as general show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No exhibitor will be permitted to use these areas for the display or distribution of products, services or their attendant literature.

ADVERTISING

The Exhibitor may use the name of the show to promote only its participation at the show. It cannot be used in any way that is perceived as an endorsement by Show Management of the Exhibitor's company, product and/or service. The Exhibitor acknowledges that damages are not a sufficient remedy and consents to a court injunction to prevent any unauthorized use of any trademarks or trade names in use by or the property of Metroland. Exhibitor grants Show Management the right to use the name of the Exhibitor as a part of its advertising for the limited purpose of communicating that the Exhibitor is displaying its products or services at the show.

DRAW, PROMOTIONAL GIVE-AWAYS AND MAILING LISTS

All Exhibitor draws and promotional give-aways must be approved by Show Management prior to the show, but such approval shall not construed to mean that Show Management deems the draw or giveaway to be legally compliant. All Exhibitor draws and promotional give-aways must be free and clear of any financial obligation on the part of the winner and must be in compliance with all applicable laws. Exhibitor is solely responsible to ensure that its promotional activities are in compliance with all applicable laws. All contest terms and conditions, and list of prizes available and their value must be clearly posted. Show Management reserves the right to cease any promotional activities that do not meet with the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor, unless otherwise consented to by participating individuals.

BADGES AND PASSES

Exhibitor badges will be issued only to companies named on the Exhibitor's application or such other persons as may be approved by Show Management. No free admissions passes will be distributed.

SECURITY, SAFETY, FIRE AND HEALTH

The Exhibitor will assume all responsibility for compliance with local, city and provincial safety, fire and health ordinances regarding installation and the operation of its exhibit. Exhibitor shall be properly insured for same. Security will be provided by Show Management on a 24 hour basis throughout move-in, show and take-down hours. Except during show hours and where possible, doors will be locked and guards will be on the premises. Limited access will be provided at other times only to bona fide exhibitors and their authorized representatives. Such admittance will be by badge only. The removal of material from the show floor is prohibited, except where such removal is granted on application in person to Show Management. Security will permit removal only on presentation of a property pass (Security Release Form) issued by Show Management and signed by both the Exhibitor and Show Management. Invoices must be supplied to the purchaser of any merchandise sold. Invoices must be shown to security prior to removal of the merchandise from the premises.

SHOW MANAGEMENT LIABILITY AND EXHIBITOR'S INSURANCE

Show Management shall not under any circumstances whatsoever be liable or responsible for (a) any loss, damage, theft or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the Exhibitor or for which the Exhibitor is responsible (b) any damage or injury suffered by the Exhibitor or his servants or agents or by any other person (c) any loss, damage, injury, or cost whatsoever suffered by the Exhibitor by reason of any change in the date, time or place of Exhibition or the abandonment thereof. The Exhibitor shall be liable for and will indemnify and hold harmless Metroland and its parent, affiliates and related companies and their respective directors, officers, employees and agents from any and all liability, causes of action, claims, demands or proceedings whatsoever, whether by common law or statute, arising out of or in any way related to the Exhibitor's participation at the show and/or Exhibitor's products and/or services. Exhibitor agrees to provide Show Management with a certificate of insurance for a minimum of \$5,000,000.00 General Liability Coverage inclusive of bodily injury and/or property damage for each occurrence. Metroland and the owner of the building must be named as additional insureds. If Show Management should be prevented from holding the show by any cause beyond its control or if it cannot permit the Exhibitor to occupy its rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, acts of God, and suppliers, Show Management shall have no further obligation or liability to the Exhibitor. Any contractual agreements made between the Exhibitor and any supplier shall be between those parties and Show Management shall not be a party thereto nor incur any liability on behalf of any one in such contractual arrangements. The Exhibitor shall at its own expense employ the officially appointed contractors as stated in the show brochure for all electrical work. The Exhibitor shall not interfere with any of the services carried out in respect of the show premises.

GENERAL

All matters and questions not covered by these Terms and Conditions are subject to the decision of Show Management. In addition, Show Management shall have full discretion in the interpretation and enforcement of all terms and conditions contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation in the show as it shall consider necessary for the proper presentation of the show. Exhibitor agrees to abide by all decisions of Show Management and further agrees to cease any activity that the Show Management deems to be a violation of the terms and conditions and to follow the directive of Show Management.

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any court of competent jurisdiction within the Province of Ontario will be the exclusive jurisdiction and venue for any disputes arising out or relating to this Agreement.