

## **Shuswap Experience Trade Show 2018 Exhibitor Terms & Conditions**

This Agreement for Exhibition (“the Contract”) by and between the Chase & District Chamber of Commerce (“Chamber”) and the exhibiting company (“Exhibitor”) governs Exhibitor’s rental and use of exhibit space in the Art Holding Memorial Arena at the Shuswap Experience Trade Show (“Trade Show”). By signing this Contract, Exhibitor agrees to comply with the terms and conditions set forth below. This Contract shall become binding upon acceptance by an authorized Chamber representative for the Tradeshow.

### **TERMS & CONDITIONS**

**EXHIBITION SITE AND TIME:** The Trade Show is scheduled to be held on May 5, 2018, at the Art Holding Memorial Arena (“AHMA”) in Chase, B.C., CANADA. The Chamber reserves the right, at its sole discretion, to change the site, hours or dates. The Chamber will attempt to notify Exhibitors of any such changes as far in advance as possible.

**APPLICATIONS:** All applications for Exhibition of the Trade Show must be made on this Contract. A counter-signed copy will be returned to the Exhibitor upon acceptance of the Contract by an authorized representative for the Chamber. The Chamber reserves the right, at its sole discretion, to decline acceptance of any Contract.

**EXHIBIT SPACE ALLOCATION:** The Chamber will attempt to assign exhibit space in the order in which Contracts are received. If Exhibitor’s choices of exhibit space are not available, The Chamber will attempt to assign what it considers to be the best available remaining space. The Chamber reserves the right, at its sole discretion, to designate exhibit space or make changes in the location, size, layout, arrangement and display limits of the exhibits.

**EXHIBIT SPACE:** Each exhibit space includes the specified floor space as selected on the registration form, two chairs, a 6’ table for “Booth” exhibitors or an 8’ table for “Table” exhibitors, and general facility illumination. Some spaces will include electrical connection, if requested on the registration form, and will be available on a first-come first-served basis. All other expenses are the responsibility of Exhibitor.

**PAYMENT:** Payment of the Exhibitor Fee shall be made in Canadian Dollars (CAD\$) by Cheque or Credit Card (VISA, MasterCard, AMEX). Upon approval of the Exhibitor Agreement by the Chamber, the organizers will send Exhibitor a invoice via PayPal or the Exhibitor can call the Chamber at 250-679-8432 and provide their payment details over the phone. Alternatively, if paying by Cheque, make payable to:

Chase & District Chamber of Commerce  
Box 592, Chase, BC V0E 1M0

Fees for Exhibitors: Full Exhibitor Fees are due at time of registration along with the submission of the Exhibitor Agreement from Exhibitor to the Chamber.

**CANCELLATION BY EXHIBITOR:** In the event that the Exhibitor wishes to cancel all or part of the Exhibition benefits contracted for herein, the Exhibitor must send notice of cancellation in writing or email to the Chamber (Box 592, Chase BC, V0E 1M0) or [admin@chasechamber.com](mailto:admin@chasechamber.com) by April 20, 2018. The Exhibitor's failure to occupy stand space by 9:45am on May 5, 2018, shall constitute cancellation by Exhibitor. The Exhibitor is responsible for payment of such fees irrespective of the reason for cancellation, including, without limitation, failure of its exhibit to arrive for any reason. In the event of cancellation by the Exhibitor, the Chamber shall have the right to use such space or rent such space to another exhibitor or Exhibitor.

**CANCELLATION BY THE CHAMBER:** The Chamber reserves the right to cancel the Exhibition or to terminate this Contract for any reason at any time upon written notice to Exhibitor. Upon cancellation or termination by the Chamber, the Chamber's sole liability to Exhibitor, and Exhibitor's exclusive remedy, shall be a refund of any Exhibitor Fees paid by Exhibitor under this Contract.

**FORCE MAJEURE:** The Chamber shall not be responsible for any loss or damage resulting from failure to perform under this Contract or to conduct the Trade Show or the Exhibition as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind whatsoever beyond the reasonable control of the Chamber. In such instance, however, the Chamber will make reasonable efforts to reschedule the Trade Show and the Exhibition. Notwithstanding any other terms or conditions of this Contract, should it ultimately be impossible to hold the Trade Show or the Exhibition for the foregoing reasons, the Chamber may retain or will be due such portion of Exhibitor Fee as shall be required to compensate the Chamber for expenses reasonably incurred up to the time a contingency beyond its control shall have occurred. All payments in excess of such expenses shall be refunded.

**INSTALLATION AND DISMANTLE:** Exhibitor will be provided reasonable time to erect its exhibits between the hours of **4pm to 7pm on May 4, 2018**, and dismantle its exhibits from **3pm to 4pm on May 5, 2018**. A detailed set-up/take down guide will be provided to each Exhibitor at least one week prior to the Tradeshow. Exhibit materials not removed from the arena by Exhibitor as specified will be removed by the Chamber at Exhibitor's expense and liability.

**USE OF SPACE:** Exhibitors may not sublet, assign, or apportion any part of the space contracted for herein, nor represent, advertise, distribute literature for, or otherwise promote the products or services of any other firm or individual except as approved in writing by the Chamber. Exhibitor may not display outside its assigned stand space.

**CONDUCT OF EXHIBIT:** Exhibitor shall conduct its exhibit in a decorous manner in order not to be objectionable to the Chamber, other exhibitors, Sponsors, the AHMA, or the delegates and

public. The Chamber reserves the right to restrict or prohibit exhibits which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Trade Show as a whole. The Chamber may prohibit installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. The Chamber and the AHMA reserve the right to close, remove or require changes in any exhibit or to remove any of Exhibitor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to the Chamber, the Exhibition, other exhibitors, the AHMA, or the public. If Exhibitor or its representatives fail to observe the terms and conditions of this Contract or, in the opinion of the Chamber, conduct themselves unethically or detrimental to the Chamber, Exhibitor may be dismissed from the Exhibition without refund or other appeal.

**CARE OF EXHIBIT:** Exhibitor shall not paste, nail or otherwise affix any exhibit, sign or other materials, to walls, doors, or other surfaces in a way that marks or defaces the AHMA, exhibit space, stand equipment or stand furnishings. Exhibitor shall return the exhibit space in as good condition as it was received. Exhibitor shall be liable for any damage caused by its failure to adhere to this provision. Raw wood, cardboard or similar materials must be covered or painted if they are visible in adjacent stands.

**CONDITION OF PREMISES:** The premises are licensed on an "as is" basis. The Chamber shall not be liable for pre-existing conditions of the premises or for conditions arising during the period of the license. Anyone visiting, viewing or otherwise participating in Exhibitor's exhibit is deemed to be the invitee or licensee of Exhibitor while so visiting, viewing or otherwise participating in Exhibitor's exhibit, rather than the invitee of the Chamber or the AHMA.

**SOUVENIRS AND SAMPLES:** Distribution of souvenirs and samples is permitted. The Chamber may withhold or withdraw permission to distribute souvenirs, advertising or any other material it considers objectionable.

**LIABILITY AND INSURANCE:** Neither the Chamber nor AHMA shall be liable for damage or loss to Exhibitor's properties through theft, fire, accident or any other cause, nor shall either be liable for injury of any type from any cause to persons conducting or otherwise participating in the conduct of the exhibit or to invitees. Exhibitor shall indemnify the Chamber against, and hold it harmless from, any complaints, damages, or liabilities resulting from the negligence or conduct of Exhibitor, or its employees, agents or representatives, in connection with the Tradeshow and Exhibition.

**OTHER RULES AND REGULATIONS:** Exhibitor shall comply with all fire laws, electrical codes and all other applicable rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit. Exhibitor shall also comply with all reasonable requests of the Chamber and AHMA officials with respect to the installation, conduct and disassembly of its exhibit. The Chamber may issue further rules and regulations governing the Trade Show, the

Exhibition or use of the AHMA from time to time. Exhibitor agrees to abide by all such rules and regulations, to the extent reasonable.

**LIMITATION OF LIABILITY:** The Chamber shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Exhibitor, whether in an action in contract or tort, even if the Chamber has been advised of the possibility of such damages. The Chamber's liability for damages hereunder shall in no event exceed the amount of fees paid by Exhibitor under this Contract.

**NO ASSIGNMENT:** The rights granted by this Contract are personal in nature. Exhibitor may not assign this Contract to any third party without the consent of the Chamber.

**AUTHORIZATION:** By signing this contract you are authorizing the Chamber to provide contact information including your address, phone number, fax number and contact person to any service vendor contracted to conduct work at the Trade Show and Exhibition.

**GOVERNING LAW JURISDICTION:** This Contract, and all matters arising out of or relating to this Contract, shall be governed by the procedural and substantive laws of the Province of British Columbia. Any legal action relating to this Agreement shall be instituted in a local or national court in Province of British Columbia. The parties agree to submit to the exclusive jurisdiction of, and agree that venue is proper in, these courts in any such legal proceeding.

**ENTIRE AGREEMENT:** This Contract constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Contract may not be modified or amended except in a writing signed by a duly authorized representative of each party.