

CONDITIONS OF CONTRACT

This agreement shall be binding upon the parties the Exhibitor and the **THUNDER BAY CHAMBER OF COMMERCE (the Licensor)** hereto and their respective heirs, executors, administrators and successors.

EACH PARTY AGREES TO THE FOLLOWING:

1. Failure to abide by the terms of this contract may result in the removal forthwith of the Exhibitor and his exhibit from the exhibition. In the event of such removal, any money paid by the Exhibitor to the Licensor for the leased space shall be retained by the Licensor as liquidated damages.
2. This agreement may be terminated by the Licensor if the Exhibitor fails to make any of said payments at the time appointed therefore or on breach of any other of the conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by him on account hereof prior to said termination shall be retained by the Licensor as liquidated damages for such breach and the Licensor may thereupon re-lease the leased space. If a space is booked by the Exhibitor, and the Exhibitor cancels within 60 days of the opening show date, the Exhibitor is responsible for full payment of the value of the booth if the Licensor cannot resell the space at full rate. If space is leased at a lesser rate the Exhibitor is responsible for the difference.
3. In the event the Exhibitor is in default under the terms or the contract of the rules and regulations, he shall forthwith on demand of the Licensor remove his exhibit from the leased space at his own expense. The Exhibitor acknowledges that his failure to remove his exhibit at the request of the Licensor will result in the exhibit being removed at his expense by the Licensor.
4. The Licensor reserves the right to decline or prohibit any exhibit, exhibitor, or proposed exhibit or exhibitors, not approved by the Licensor, and to permit only such matter and conduct as shall be approved. The above reservation covers persons, things, conduct, printed matter, souvenirs, emblems, and all things which affect the character of the exhibition.
5. The Licensor reserves the right to reassign the exhibitor space if required as long as the same square footage and comparable location is provided.
6. All exhibits must be completed to the satisfaction of the Licensor prior to the opening of the show. All exhibits must be opened and staffed where necessary during the hours the show is opened except for static displays as agreed by the Licensor. Under no circumstances will any portion of an exhibit be allowed to be removed from the halls during the continuance of the Exhibition without written permission of the Licensor.
7. The Exhibitor must conform to design requirements and specifications as determined by the Licensor. All displays, interviews, conferences, distribution of literature, lectures and cash sales will be made inside leased space.

THE EXHIBITOR AGREES:

8. The Exhibitor may not distribute literature or promotional material from a third party without the prior written consent of Management. Space contracted by the Exhibitor may not be sublet without the prior written permission of Management.
9. Use of audiovisual displays or other amplifying public-address devices, and flashing lights, is subject to the discretion of the Licensor. AV use must be conducted in such a manner as to not obstruct adjacent displays or create annoyance to pedestrian traffic.
10. To provide at exhibitor's expense, necessary labour and all other expenses for installing and removing all exhibit material, observing building union contracts.
11. Not to deface - mar exhibit building in any way.

12. Not to use or permit to be used any machinery with moving parts or any other exhibits or goods liable to occasion any accident, injury or damage to persons or property coming into contact with them, unless they are adequately guarded or protected to prevent the public from coming into contact herewith or from any danger or damage arising therefrom.
13. To comply with all municipal and provincial by laws, regulations and ordinances affecting the leased space and the occupation thereof by the exhibition. NOTE: Thunder Bay Fire Marshall will not allow any open flame in Buildings.
14. All exhibits must be removed according to the specific show schedule.

ALCOHOLIC BEVERAGES:

15. Under no circumstances are alcoholic beverages to be consumed in leased booth spaces.

INSURANCE / LIABILITY:

16. Exhibitors are required to carry public liability and property damage insurance in an amount of \$2,000,000.
17. The Licensor will not assume any responsibility for the safety of exhibits against robbery, fire, liability or for any cause whatever. In all cases exhibitors must insure their own goods. Security guards provided by the Licensor will be in attendance for general protection of building and property, particularly in periods when exhibits are closed and unattended, but this in no way implies individual protection of exhibit contents, products, etc.
18. The Exhibitor will hold the Licensor, harmless from any damage, expense or liability arising out of the Exhibitor's participation in the show, including but not limited to use and occupancy of the lease space, from any injury or damage to the Exhibitor, his agents, servants, employees, or any other person, or to the property of said Exhibitor, the approaches and the entrances thereto, by virtue of his occupancy hereunder or anything connected with said occupancy.
19. The Exhibitor covenants and agrees to indemnify and save harmless the Licensor, its directors, employees and agents of and from all penalties, liabilities, costs, expenses, claims, actions, matters or causes of actions whatsoever, arising out of the Exhibitor's use and occupation of the leased space.
20. If for any reason whatsoever it becomes impossible for the Licensor to permit any Exhibitor to occupy the premises, the Exhibitor shall pay for the space only for the period the space was or could have been occupied by such Exhibitor. The Licensor is released from any and all claims for damage which might arise in consequence thereof.

ELECTRICAL CONNECTIONS:

21. All special electrical requirements are at the expense of the Exhibitor, agreements with electricians being the sole responsibility of the Exhibitor.
22. All electrical equipment or apparatus will meet Electrical Safety Authority Standards. Exhibitor will not use so much electric power as to overload the present outlets installed in the show building. The Exhibitor agrees to abide by any decision made by the Electrical Safety Authority in the event of any dispute.

LICENSES-PERMITS:

23. Any licenses and/or permits required to display and or sell the Exhibitor's products by any Federal, Provincial, Municipal or other authority shall be obtained by the Exhibitor at his own expense and displayed if necessary or required in the exhibit area by the Exhibitor during the term of the exhibition.