

2017 CVG-CMBG Expo

"Natural Health and Organic Products – Business Opportunities and Challenges"

1. INDEMNITY AND LIMITATION OF LIABILITY

Neither **CVG (Calibration & Validation Group)** nor the **Canadian Municipal Business Gateway™ (CMBG™)**, collectively the “Organizer”, nor the exhibit facility -IBM Markham Convergence Center (“Exhibit Facility”), nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from theft, fire, water or accident or any other cause. The Exhibitor shall indemnify, defend and protect the Organizer and the Exhibit Facility and save the Organizer and the Exhibit Facility, harmless from any and all claims, demands, suits, liability damages, loss, costs, attorney’s fees and expenses of any kind which might result from or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability.

2. ASSIGNMENT OF EXHIBIT SPACE

The Organizer shall assign the Exhibit Space – the Booth, to the Exhibitor for the period of the Exhibit (provided the Exhibit Facility is made available to ORGANIZER). The Organizer reserves the right to transfer assignments when such action is deemed to be in the best interest of the total exhibition. The Organizer reserves the right to withdraw its acceptance of this Application/Contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's products or services are not eligible for display in this Exhibit.

3. USE OF EXHIBIT SPACE

The Exhibitor shall not assign to a third-party its right hereunder to the Exhibit Space or any portion thereof without the prior written consent of the Organizer, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the exhibit fee based upon the amount of Exhibit Space assigned.

4. EXHIBIT HOURS

The Organizer will establish exhibit hours and reserves the right to make changes, however, such changes will be made as far in advance of the exhibition as possible.

5. INSTALLATION AND DISMANTLING

The Exhibitor explicitly agrees that in the event that it fails to install its products in the assigned Exhibit Space or fails to remit payment for required space rental at the time specified, the Organizer shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such

terms and conditions as it may deem proper. The Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the Exhibit Floor is finally closed to the public.

6. DISPLAYS, DECORATIONS AND FIRE REGULATION

Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls but restricted to Exhibit Space assigned. No Exhibit, merchandise or equipment shall be left outside the assigned Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or protecting beyond limits of Exhibit Space as to interfere with any neighboring Exhibit.

The Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily inflammable materials. All cartons stored in the Exhibit Facility shall be emptied of contents. Exhibitor shall use no inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering shall be flameproof. No wiring devices should be used in Exhibitor Space.

7. BOOTH EQUIPMENT AND SERVICES

Space rental includes those terms listed in the application form.

8. OBSERVANCE OF LAWS

The Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and all rules of the Exhibit Facility.

9. CANCELLATION OR TERMINATION OF EXHIBIT

If because of war, fire, strike, Exhibit Facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy or other CAUSE beyond the control of the Organizer, the Exhibit or any part thereof is prevented from being held, is canceled by the Organizer or, the Exhibit Space becomes unavailable, the Organizer, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Organizer and reasonable compensation to the Organizer. In no case shall the amount of refund to the Exhibitor exceed the amount of the exhibit fee paid.

10. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted upon the following refund schedule: At least 60 days prior to the date of the Expo-50% of contract. Less than 60 days prior to the date of the Expo-no refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for the total booth rental irrespective of the reason for the cancellation by the Exhibitor or because of the failure of an Exhibitor to arrive for any reason.

11. EXHIBITOR CONDUCT

The Exhibitor and its representatives shall not congregate or solicit trade outside Exhibit Space. The prior written consent of the Organizer is required for the employment or use of any live model, demonstrator, solicitor or device for the reproduction of sound. Such employment or use shall be confined to the Exhibit Space. The Organizer, in its sole and absolute discretion, may withdraw its consent at any time, in which event, the Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to the Organizer for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space.

The Exhibitors are prohibited from bringing alcoholic beverages into the Exhibit Facility. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibition during open hours.

12. PHOTOGRAPHS AND VIDEO SHOOTING

The Exhibitors are deemed to give consents to the Organizer to use and distribute (both now and in the future), the Exhibitors' or attendees' images or voice taken at the Expo in photographs, videotapes, electronic reproductions, and audiotapes, including their use and distribution for commercial and marketing purposes.

Photographs and video shooting by Exhibitors are allowed only for their own company internal uses. No such photograph or video clips shall be used for advertising and promotion uses without prior consent of the Organizer and the other Exhibitors appeared in such photographs and video clips.

13. AGREEMENT TO TERMS CONDITIONS AND RULES

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additions Terms, Conditions and Rules made by the Organizer from time to time for the efficient or sale operation of the Exhibit, including but not limited to, those contained in this contract. In addition to the Organizer's right to close an exhibition and withdraw its acceptance of this Application/Contract, the Organizer in its sole judgment, may refuse to consider for participation in future exhibitions an Exhibitor who violates or fails to abide by all such Terms, Conditions and Rules. There is no other agreement or warranty between the Exhibitor and the Organizer except as set forth in this document. The rights of the Organizer under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the Organizer.