

# World Angus Forum 2009 MarketPlace Agreement



## TERMS AND CONDITIONS OF AGREEMENT

1. In these Conditions the term "Exhibitor" means the signatory of this application and includes all employees or agents of such. The term "Management" means Spruce Meadows and its employees or agents.
2. No part of the space contracted by the Exhibitor may be sublet, resold or shared without the prior written permission of Management. Exhibitors will not use their exhibit space for any purpose or exhibit products, other than that shown on the Space Application/Contract.
3. Spruce Meadows will not accept any applications from companies selling time share properties or similar products.
4. No form of free draw or raffle will be allowed by any company or individual exhibiting at Spruce Meadows. The sale of tickets in any form is not permitted without written permission from Management. The only exceptions are sponsoring companies, in which cases written agreements have been confirmed.
5. All Spruce Meadows' logos and trademarks are registered and cannot be used at any time whatsoever without written permission and consent from Management.
6. Management reserves the right to reproduce all photographs, images and likenesses taken during the show for future promotional purposes.
7. The Exhibitor will be liable for and will indemnify and hold harmless Management from any loss or damages whatsoever suffered by Management as a result of any loss or damages whatsoever occurring to, or suffered by, any person or company, including, without limiting the generality of the foregoing: Exhibitor, other Exhibitors, Management, the Owner of the buildings and their respective agents, servants and employees, and members of the public attending the show, either on the said space or elsewhere if said loss or damages arose from or were in any way connected with Exhibitor's occupancy of said space.
8. Management reserves the right to cancel this contract and withhold possession of exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the show rules and regulations, in which case the Exhibitor shall forfeit as liquidated damages all space rental payments made by him and any further occupancy of such space.
9. Management reserves the right to alter or change the space assigned to the Exhibitor.
10. Management reserves the right at any time to alter or remove exhibits, or any part thereof, including printed materials, products, signs, lights, or sound, and to expel Exhibitors or their personnel if, in Management's opinion, their conduct or presentation is objectionable to Management or other show participants.
11. Food, beverages, or unique items either sold or given away must be approved by Management.
12. No pets, or live animals are permitted without written consent of Management.
13. Any price or descriptive signs must be small, discreet, and professionally produced. Courtesy signs of materials on loan or sponsorship are not permitted without the written permission of Management.
14. The Exhibitor agrees to confine his/her presentation within the contracted space only. No exhibits or advertising matter will be allowed to extend beyond the confines of the contracted space and cannot block or detour any other Exhibitor's right-of-way to his/her contracted space. Exhibits are permitted to exceed 8 feet in height, provided the display is finished on all sides, and are no more than 5 feet from the back wall. No part of the exhibit should be higher than 4 feet on either side, 5 feet from the aisle.
15. No signage, verbal promotion or promotional materials are to be exhibited or advertised in any manner whatsoever outside of each exhibitor's designated booth space, anywhere on Spruce Meadows property.
16. Management assumes no responsibility whatsoever for any property placed in the exposition and the Management is hereby expressly released and discharged from any and all liability from any loss or damage.
17. All promotional measures referencing Spruce Meadows or Equi-Fair must first be approved by Management.
18. The Exhibitor is responsible for the placement and cost of insurance related to his/her participation in the show. It is recommended that exhibitors have a minimum of \$2,000,000 in liability coverage.
19. No Exhibitor is to injure, mar, or in any way deface the trade show premises. In particular, no nails, hooks, tacks, screws, gummed or adhesive stickers are to be utilized on any part of the premises. Use of said materials will be subject to reasonable removal/repair charges by Management.
20. Exhibits must be attractive and kept neat and tidy at all times. Exhibitors are responsible for cleaning their own booths. Management is responsible for cleaning the aisles every evening after the show closes.
21. The Building Supervisor, Security Staff, Maintenance Staff and Show Management are to have free access at all times to the space occupied by each Exhibitor.
22. All goods shipped to the show must be clearly marked with the name of the Exhibitor and the booth space number. Goods must not be shipped to the show with shipping charges to be paid on arrival as these will not be accepted by Management. Management assumes no responsibility for loss or damage to goods before, during the period of the show, nor after its closing.
23. The Exhibitor shall occupy the space during the set-up hours given in the Exhibits brochure and Exhibitor Manual. The Exhibitor also agrees that no display may be dismantled or goods removed during the entire run of the show but must remain intact until the closing hour of the last day of the show. Furthermore, the Exhibitor agrees to remove their own exhibit, equipment and appurtenances from the show buildings by the final move-out time limit, or in the event of failure to do so, the Exhibitor agrees to pay for storage (see item #24).
24. The Exhibitor agrees to pay storage costs to Spruce Meadows for any exhibit items, products, displays, trailers, animals or buildings either owned, rented, borrowed or leased that are left on Spruce Meadows' property. If the item(s) are sold, or have a lien from a third party, the exhibitor will still be responsible and liable for all storage costs. The storage fee will be charged for each week or portion thereof after the closing day of the event. The storage fee will be charged out at one dollar per pound/week the item is on Spruce Meadows' property regardless of item size and storage location. Storage fees must be paid in full prior to removal from Spruce Meadows and any item left longer than six months will become the property of Spruce Meadows.
25. Exhibitors are to maintain personnel in their exhibit booth during ALL open hours of the exhibit area.
26. Management will provide reasonable security for the buildings during the hours the show is closed. Exhibitors must have an adult directly responsible for their own security each day during the hours the show is open.
27. Management shall not be liable for damages or otherwise for failure to carry out the items of this Agreement, in whole or in part, caused directly or indirectly by or in consequence of fire, storm, war, earthquake, rebellion, insurrection, riot, civil commotion, strike, or by any cause whatsoever beyond the control of Management whether similar to or dissimilar from the causes enumerated herein.
28. Management may license space for any exhibit of interest to the general public or of educational value.
29. The Exhibitor agrees to observe all union contracts and labour relations in force, agreements between Show Management, official contractors serving companies and the buildings in which the show will take place and according to the labour laws of the Province of Alberta. The Exhibitor agrees to comply with all local Fire and Safety Regulations.
30. The Exhibitor agrees to abide by all regulations and rules adopted by Management in the best interest of the show, and as Management may consider it necessary to impose for the safety and well being of the Exhibitors and others attending the show. The Exhibitor further agrees that the Manager shall have the absolute right and discretion to alter, amend, add, or delete any of these rules and regulations and to make any ruling on any matter or question not expressly provided for herein, and the exhibitor shall be bound by such alteration, amendment, addition, deletion or ruling as if it had been made prior to the application for exhibit space. The Manager shall have the absolute right and discretion to relax, vary, or cancel any of the rules and regulations in individual cases.