

CONDITIONS OF CONTRACT

November 2011

1. Exhibitor must have commercial liability insurance with a minimum of \$1,000,000 per incident. If requested by Show Management, the Exhibitor shall provide certificate of proof of coverage.

2. 1 electrical outlet with 2 plugs (15 amp) will be included in the space booked by each Exhibitor. All other electrical wiring and outlets shall be at the Exhibitor's expense and must be arranged through the official electrical service contractor of the Saltscapes East Coast Expo. All operating electrical equipment used in the exhibit must have CSA or equivalent provincial power authority approval. **Exhibitors are required to light their displays.**

3. Space contracted by the Exhibitor may not be sublet without the prior written permission of Management. The Exhibitor may not distribute literature or promotional material from a third party without prior written consent of the Management.

4. The Exhibitor agrees to abide by all regulations and rules adopted by Management in the best interest of the Show. Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.

5. 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 suffering by any person or company, including without limiting the generality of the foregoing, the Exhibitor, other exhibitors. Management, the owner of the building 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 the Exhibitor's occupancy of said space.

6. The Exhibitor may use Saltscapes East Coast Expo logo to promote only his/her participation at the Show. It cannot be used in any way that is perceived as an endorsement by Saltscapes East Coast Expo of the Exhibitor's company, product and/or service.

7. Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lighting or sound and to expel exhibitors or their personnel if, in Management's opinion, their conduct or presentation is objectionable to other Show participants and/or attendees.

8. **DISPLAY DIMENSIONS.** The maximum exhibit height is 8'3". Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Management reserves the right to remove any obstructions deemed to negatively affect adjacent exhibitors. The Exhibitor shall maintain staff in his/her booth space during Show hours.

9. All goods shipped to the Show Contractor must be clearly marked with the name of the Exhibitor and the number of his/her booth location. Goods must not be shipped to the Show for shipping charges to be paid on arrival, as these

will not be accepted. Management assumes no responsibility for loss or damage to goods before or during the period of the Show or after its closing.

10. The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Show but must remain intact until after the closing hour of the last day of the Show. The Exhibitor also agrees to remove his/her exhibit, equipment and appurtenances from the Show building by the final move out time or in the event of a failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred.

11. Management reserves the right at its sole discretion to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, Management shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in the consequence of: fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatsoever beyond the control of the Management whether similar or dissimilar from the causes enumerated herein. In the event that the exhibit space to be used by the Exhibitor should in any way be rendered unusable, the Exhibitor shall pay for any such space only for the period during which it was or could have been used as determined within the sole discretion of Management. Management will refund monies received from the Exhibitor in the event that the show is not held as proposed by Management.

12. Management reserves the right to cancel this contract and to withhold possession of exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by Show rules and regulations. In which case the Exhibitor shall forfeit as liquidation damages all space rental payments made by him/her and any further occupancy of such space.

13. The Exhibitor agrees to observe all union contracts and Labour relations in force and agreements between Management, official contractors serving companies and the building in which the Show will take place, and do so according to the labour laws of the jurisdiction in which the building is located.

14. Management reserves the right to alter or change the space assigned to the Exhibitor if it is deemed necessary and advisable for the best interest of the Show. We will notify Exhibitors of these changes.

15. Assignment of exhibit space: Booth allocations will begin at Saltscapes East Coast Expo 2012 for contracts received and paid by March 31st, 2012, and will be assigned on a first-come, first-served basis, according to availability, and allocation is at the discretion of Saltscapes East Coast Expo.

16. Exhibitors selling food products, prepared in their booth are subject to Nova Scotia Food Safety Regulations. Application for temporary permit is available at www.gov.ns.ca/agri/foodsafety/applications.shtml

17. All beverage alcohol exhibitors must obtain a permit from the NSLC. Contact Carol Andrews for an application form at carol.andrews@theNSLC.com or 902-450-5914. The permit must be displayed in the booth.

CANCELLATION POLICY

This contract may be cancelled by either party providing written notice if received by the other before February 15, 2012 in which case all monies paid by the Exhibitor will be refunded, except for a processing fee of \$100 plus HST. If the Exhibitor cancels after February 15, 2012 he/she will be liable for 100% of the total contracted space costs.

By cancelling this contract the Exhibitor forfeits all right or claims to the allocated space and Management is free to rent it to others and collect the cancellation charge as liquidation damages.

This cancellation policy is not conditional upon approval of booth location.

-
- We agree to abide by all rules and regulations adopted by Show Management (Saltscapes East Coast Expo) and have read the Conditions of Contract as shown above.
 - If this contract is sent to Saltscapes East Coast Expo by facsimile, we authorize Saltscapes East Coast Expo to take all steps as though the facsimile copy of the contract were original.