

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, and (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations adopted by Marketplace Events LLC from move-in to move-out time in of the Show. Exhibitor manual containing complete information regarding move-in/move-out regulations provided prior to the move-in date is available on our website (www.OttawaFallHomeShow.com) or upon request. It is the exhibitor's responsibility to consult this document and to respect and follow the rules & regulations herein.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force: (i) between Marketplace Events LLC and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licences or permits which are required for the operation of its trade or business during the full term of the Show and to pay all taxes of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests in connection with the Show, where a prize or prizes having a value in excess of \$50 are offered, unless the Exhibitor satisfies Marketplace Events LLC that the contest is being operated in accordance with law. Contest ballots must be approved by Show Management.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work" that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of Marketplace Events LLC. The Exhibitor agrees to indemnify and save harmless Marketplace Events LLC and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law. The Exhibitor represents and warrants that it has obtained all rights and authorizations necessary for the use of any Work protected by an intellectual property right.
- g) The Exhibitor agrees to occupy the contracted exhibit space during the full term of the Show and to exhibit only the products or services described in this license agreement. A \$250 FEE APPLIES FOR THOSE WHO DO NOT COMPLY WITH THIS CLAUSE.

2. SIGNAGE

- a) I/We agree to adhere to the booth design regulations as set by Show Management. Signs on columns must not exceed 12 ft. in height, as measured from the floor. A charge of \$500 + installation cost (Freeman) will automatically be charged per sign for all aerial signage above 12 ft. In the case where there is a column in your booth and this column is used to hang a sign you will be charged for the installation cost only. In the latter case your sign must be hung on the side of the column within your booth.

3. MARKETPLACE EVENTS LLC RIGHTS

- a) MPE reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which MPE considers objectionable, inappropriate, disruptive or offensive to MPE, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to MPE.
- b) Marketplace Events LLC shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

4. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of Marketplace Events LLC, which permission may be withheld in its sole discretion.

5. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless MPE and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, MPE, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

6. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to Marketplace Events LLC period commencing on the first move-in date and terminating on the last move-out date. The policy shall name Marketplace Events LLC as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$2,000,000 for each separate occurrence. At the request of Marketplace Events LLC, the Exhibitor shall provide Marketplace Events LLC with a copy of such policy.
- b) The Exhibitor accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Marketplace Events LLC, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause.
- d) NEITHER Marketplace Events LLC NOR THE FACILITY WILL ASSUME LIABILITY FOR LOSS FOR DAMAGE, THROUGH ANY CAUSE, OF EQUIPMENT, PRODUCTS, GOODS, EXHIBITS OR OTHER MATERIALS OWNED, RENTED OR LEASED BY THE EXHIBITOR.

7. SECURITY

Security guards will be on hand at the facility during the Show and move-in and move-out periods, and Marketplace Events LLC and the facility will take all reasonable precautions to safeguard the Exhibitor's property.

8. BOOTH DISPLAY

- a) All exhibits require floor covering. Booths located on Main Aisles must be constructed of hardwood. SHOW DRAPE IS NOT PERMITTED ON MAIN AISLES. Show drape is provided to all booths not on Main Aisles. Signs must be hung according to the rules and regulations pertaining to Exhibitor's booth type.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the full term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by Marketplace Events LLC.
- c) The Exhibitor shall not sell, promote or advertise any products and services not in conformity with this license agreement without the prior written approval of Marketplace Events LLC.

9. CANCELLATION AND TERMINATION

- a) "The exhibitor shall have the right to cancel this license agreement or downsize by notice in writing to be delivered to Marketplace Events LLC. All deposits/payments received by Marketplace Events LLC up to the date of notice of cancellation or downsize are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule set out herein or (ii) fails to appear at the show; Marketplace Events LLC reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. Marketplace Events LLC will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, Marketplace Events LLC has the right to (i) re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from Marketplace Events LLC."
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to Marketplace Events LLC shall be deemed earned by Marketplace Events LLC and all deposits received shall be non-refundable. In the event of any violation or breach of the terms and conditions of this license agreement, Marketplace Events LLC shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as Marketplace Events LLC deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling Marketplace Events LLC to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to Marketplace Events LLC to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

10. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) Marketplace Events LLC is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of Marketplace Events LLC, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, Marketplace Events LLC will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

11. MISCELLANEOUS

- a) Waiver by Marketplace Events LLC of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) Time is of the essence of the provisions of this license agreement.
- c) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by all the parties hereto. No oral understandings or agreements not incorporated in this license agreement shall be binding on the parties hereto
- d) This license agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- e) Marketplace Events LLC and the Exhibitor agree that in the event any provision of this license agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this license agreement.
- f) All notices by the terms hereof required to be given by one party to the other shall be in writing and shall be deemed to be given the same day it is delivered or on the first day following delivery by facsimile or on the third day following delivery by registered mail to the addresses of the parties set out at the beginning of this license agreement.
- g) If an official show guide is produced for this event, Marketplace Events cannot be held responsible for any and all errors or omissions.



JANUARY 18-21, 2018

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