

EXHIBITOR CONTRACT TIMMINSCON 2020

AGREEMENT between _____ (the "Exhibitor")
AND: Northern Ontario Expo as 2020 Timminscon (the "Sponsor")

CONDITIONS AND REGULATIONS:

- 1.** The Exhibitor shall be assigned spaces as per application as part of the Artist Alley/Vendor room section for 2020 Timminscon (the "Exhibition") during the period from April 18, 2020, to April 19, 2020, and for the total fee payable to the Sponsor. The Exhibitor is obligated to return a signed copy of this Agreement by no later than one week of receiving this document.
- 2.** The Exhibitor will comply with all applicable laws, rules and regulations of the Canadian City and Province in which the Exhibition is held. Exhibitor will comply with all policies and procedures of the Sponsor and the venue of the Exhibition ("Host Facility"). Exhibitor will be solely responsible for payment of all taxes and levies, as they relate to participation in the Exhibition. Exhibitor will indemnify Sponsor and hold Sponsor harmless from any claims, suits or causes of action for violations relating to any of the foregoing.
- 3.** The Sponsor will not be held accountable for loss due to theft, fire, water, accident or any other cause whatsoever.
- 4.** Sponsor shall not be liable to Exhibitor for any theft, loss or damage suffered or incurred by the Exhibitor.
- 5.** Date(s) and time(s) for installing, occupying and dismantling said space shall be those specified by Sponsor. If the Exhibitor fails to complete the installation of said space by one hour prior to the opening of the show or leaves said space unattended during the show hours, the Sponsor shall have the right to take and hold possession of said space and no refund will be due to Exhibitor. All exhibits must be open during show hours specified by the Sponsor. The exhibitor may not dismantle said space until the show is officially closed by the Sponsor. Exhibitors may not assign or sublet said space to third parties without the prior written consent of the Sponsor.
- 6.** The exhibitor shall keep its designated area clean and return said area in the same condition in which it was received. Any damage caused by the Exhibitor, its employees, agents or representatives to space shall be borne solely by the Exhibitor. Exhibitor shall not nail, screw, tape, pin or otherwise attach anything to any part of the said facility including the pipe and drape provided by Sponsor. The following items require prior authorization by Sponsor and or Host Facility: helium balloons, glitter, confetti, stickers of any kind including stick-on decals or similar promotional items.
- 7.** The sponsor may at its discretion alter the official floor plan or utilize such space to sponsor related matters. The sponsor reserves the right to move an Exhibitor to another booth location

prior to or during the event if the Sponsor in its sole discretion determines that to do so is in the best interest of the Exhibition. Exhibit space sharing in whole or in part with any third party is expressly prohibited. All Exhibitor badges issued by the Sponsor for exhibit space shall be for the sole use of the Exhibitor personnel identified in advance to the Sponsor.

8. The sponsor has the right to restrict or expel, at the sole cost and expense of the Exhibitor, any exhibit, person or thing, in whole or in part, which Sponsor believes in its sole judgment may detract from or is otherwise objectionable to the general character of the Exhibition. No adult materials may be displayed or sold.

9. Any disruptive behaviour, in the judgment of the Sponsor, by the Exhibitor, its agents, employees or representatives shall result in expulsion from the Exhibition.

10. The aisles, passageways, and overhead spaces remain strictly under the control of the Sponsor, and no signs, decorations, banners, advertising material or special exhibits will be permitted in any of these spaces except by written permission by Sponsor. Strolling entertainment or moving advertisements outside of an Exhibitor's designated area is prohibited, except by written permission by the Sponsor.

11. The use of devices for mechanical reproduction of sound is permitted, at a controlled level. This sound level is set at the discretion of Sponsor and will be subject to the following conditions: the sound of any kind must not be projected outside of the said space and no attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones shall be permitted. The sponsor reserves the right to determine the appropriate sound level or sound behaviour and its interference with the Sponsor, Host Facility, other Exhibitors and guests. The exhibitor shall comply with any request by the Sponsor to discontinue or lower the volume of any such sound.

12. Sale of Weapons: Exhibitors selling knives, swords, or other sharp objects may not sell to minors. Sale of these items, as well as pellet guns, bb guns, etc. must be boxed and immediately taken to the customer's vehicle or secured in your booth until the customer is ready to leave. The exhibitor shall bear sole responsibility and liability for any personal injury, damage or other loss relating to any weapons stocked or sold by the Exhibitor.

13. Exhibitor acknowledges and agrees that Sponsor, its agents, licensees or assignees may be taking photographs, filming and producing a production for broadcast in connection with the Exhibition. Exhibitor also acknowledges that Sponsor, its agents, licensees or assignees may be producing an Exhibition catalogue, website, show guide and other promotional materials relating to the Exhibition. Exhibitor consents and hereby grants to Sponsor a non-exclusive, royalty-free license to the use of Exhibitor's name, marks, logo, photograph, likeness and other material or information supplied to Sponsor by Exhibitor (collectively, the "Materials") in any manner and media now known or hereinafter devised for any purpose whatsoever throughout the world in perpetuity by Sponsor, its agents or assignees without the payment of compensation and releases Sponsor, its agents or assignees and their

respective shareholders, officers, directors, agents and employees from and against any claims they may now or hereafter have for infringement, libel, defamation, invasion of privacy or right of publicity in connection with any use or broadcast of the Materials.

14. If Exhibitor fails to comply in any respect with the terms and conditions of this Agreement whether now or hereafter to become effective, the Sponsor has the right to terminate this Agreement upon notice to the Exhibitor. Notice can be given orally or by mailing, in which event notice shall be deemed given upon delivery by Sponsor by mail. Upon termination by Sponsor, Sponsor shall without prejudice to any other right or remedy it may have, retain any fees forwarded by Exhibitor and shall be entitled to submit an invoice to Exhibitor in respect of any unpaid fees (which shall become immediately due and payable).

15. Sponsor shall have the right to amend any of the foregoing terms and conditions, and space assignments. The exhibitor agrees to comply with all the foregoing terms and conditions and any other terms and conditions in existence at the time of the exhibition as well as all local rules, regulations and ordinances.

16. This Agreement may be returned by email or mail. Both parties acknowledge that each shall accept scanned signatures on this Agreement as original signatures and such scans shall be binding as though they are original signatures.

I understand that by signing below I am committing to exhibiting at this event and have read, understood and agree to the payment terms and the Exhibitor Contract CONDITIONS & REGULATIONS.

Dated this _____ day of _____

Exhibitor Name (Print) _____

Exhibitor Signature _____

PLEASE ADD/REVIEW YOUR DISPLAY NAME AND REQUEST CHANGES IF NECESSARY

Northern Ontario Expo Headquarters
416 MacLean Drive
Timmins, ON P4N 4W6
Canada
E-Mail: fdenisnoe@gmail.com