

## **Exhibitor Contract Terms**

The CBAA 2019 ("Event") is produced by the Canadian Business Aviation Association ("Show Management"). The Event is scheduled to be held in Calgary, Alberta, from July 9-11, 2019.

The Exhibit and Static Display will be held at the Sunwest ("Facility") in Calgary, Alberta on July 11, 2019

"Exhibitor" means, collectively, the entity that is applying to exhibit at the Event, the authorized representative ("Representative") of that entity who is executing this contract on its behalf and, where applicable, that entity's officers, employees, contractors and agents.

### **1. Effectiveness**

This contract becomes binding once the Exhibitor's application has been accepted by Show Management. Show Management reserves the right to reject applications with or without cause if in the best interests of the Event.

### **2. Exhibit Space Assignment**

Upon acceptance by Show Management, Exhibitor will be assigned exhibit space in accordance with the procedures established by Show Management. Exhibitor will not be assigned space until all fees due under this contract have been received and Exhibitor has no outstanding obligations to Show Management. Show Management reserves the right to modify or relocate Exhibitor's space at anytime if in the best interests of the Event. Exhibitor acknowledges that this contract, including its cancellation provisions, will remain effective even if Show Management exercises its right to modify or relocate Exhibitor's space.

### **3. Cancellation**

Requests to cancel or reduce space from Exhibitor must be submitted in writing. The parties acknowledge that the actual damages likely to result from Exhibitor's cancellation or space reduction are difficult to estimate on the date of this contract and would be difficult for Show Management to prove. Therefore, the parties intend that Exhibitor will remain liable for the original exhibit fee amount as liquidated and agreed upon damages and not as a penalty.

### **4. Badge Registration**

Show Management will define the "Official Hours," during which all individuals attending the Event must be registered and in possession of a valid Event badge. Upon full payment of all fees due under this contract, Exhibitor will receive an allotment of complimentary registrations as specified by Show Management. Complimentary registrations may be used to register Exhibitor's officers, employees or contractors. Additional registrations may be purchased at a fee determined by Show Management.

## **5. Directory/Publicity**

Show Management may list Exhibitor's name, trade names, product names and Representative's name and contact details in any directory or other promotional materials. Show Management shall not be liable for any errors in any listing or materials or for omitting Exhibitor from the directory or other materials. Show Management may photograph or otherwise record Exhibitor's space, booth, aircraft and personnel and use such photographs or recordings for any purpose. Exhibitor acknowledges that Show Management and its partners may photograph or otherwise record any person who attends the Event and, without any further notification, may use such photographs or recordings for any purpose.

## **6. Sharing/Assignment.**

Exhibitor shall not assign, share or sublet its assigned space without the written consent of Show Management. Show Management may allow Exhibitor to share its space with another entity (that entity, a "Co-Exhibitor") if:

- i. Co-Exhibitor meets any requirements of Show Management, including those regarding membership
- ii. Exhibitor and Co-Exhibitor each complete any required forms and pay the applicable fee and
- iii. Exhibitor and Co-Exhibitor have an established business relationship.

## **7.Exhibit Space Operation.**

Exhibitor shall install and occupy its space in accordance with the rules and timeline specified in the Exhibitor Service Kit. Exhibits must be designed and operated in a professional manner that respects the rights of other exhibitors and attendees. All booths, display materials and demonstrations must be confined within Exhibitor's space and must not interfere with aisle traffic at any time. Direct selling at Facility is strictly prohibited. Exhibitor shall obtain the written permission of Show Management and Facility before performing any activity that may conflict with Facility's insurance policy. Exhibitor shall not distribute any advertising or promotional materials at the Event, except from Exhibitor's space or with the written consent of Show Management. Exhibitor shall obtain any necessary rights prior to playing, performing or displaying any work protected by copyright.

**8.Compliance with Laws;** Facility Regulations. Exhibitor shall comply with all national, provincial and local laws and all rules and regulations of Facility, including any union labor work rules and fire and safety regulations. Exhibitor shall obtain all permits and approvals required to exhibit at the Event and is responsible for all taxes related to its activities at the Event.

**9.Exclusive Services.** Show Management and Facility have designated official contractors to perform certain services for Exhibitor (those services, as listed in the Exhibitor Service Kit, "Exclusive Services"). Exhibitor shall not use any other contractors to perform Exclusive Services.

**10. Exhibitor Appointed Contractors.** Exhibitor may use a contractor not listed in the Exhibitor Service Kit (an "EAC") if: (1) the service to be performed by the EAC is not an Exclusive Service; (2) Exhibitor submits to Show Management a completed Intent to Use Exhibitor Appointed Contractor form naming the EAC; (3) the EAC submits to Show Management a completed Exhibitor Appointed Contractor application, agreeing to all the terms thereof, including insurance and indemnification requirements; and (4) the EAC has been approved by the Facility, where applicable. Exhibitor is responsible for ensuring these requirements have been met. Show Management may deny an EAC access to the Event when these requirements have not been met or when in the best interests of the Event. Show Management will not be responsible for any lost profits or any damages of Exhibitor that result. Each EAC may be required to provide evidence of compliance with insurance requirements.

**11. Children.** Exhibitor acknowledges that children under 12 are prohibited from attending the Event and that children ages 12 to 17 may attend the Event (1) only during Official Hours and (2) only if they (i) register and pay appropriate fees and (ii) are accompanied by an adult at all times.

**12. Indemnification; Assumption of Risk.** Exhibitor shall indemnify Show Management and Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors, against all losses, damages, claims, demands, actions, penalties, judgments and liabilities (including court costs and reasonable attorneys' fees) that arise from any acts or omissions of Exhibitor or any of Exhibitor's EACs related to the Event, including, without limitation, any activities they may be conducting at the Event, or from any breach by Exhibitor of any term of this contract. Exhibitor assumes full responsibility for any risk of bodily injury, death or property damage or loss arising out of or related to Exhibitor's participation at the Event, whether caused by negligence, intentional act or otherwise. The parties intend that this indemnification and assumption of risk be construed as broadly as permitted by law.

**13. Waiver of Liability.** Under no circumstances will Show Management be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages of Exhibitor, regardless of whether such losses or damages were foreseeable or Show Management was informed of the possibility of such losses or damages. The maximum liability of Show Management under any circumstances will not exceed the exhibit fee actually paid by Exhibitor to Show Management.

**14. Cancellation of Event.** If Show Management cancels the Event due to circumstances beyond its reasonable control, then it shall refund to Exhibitor the amounts paid under this contract, minus a share of the costs incurred by Show Management, in full satisfaction of liabilities to Exhibitor. If Show Management cancels the Event for any other reason, then Show Management shall refund to Exhibitor the amounts paid under this contract, in full satisfaction of liabilities to Exhibitor. No cancellation will be deemed to have occurred, and no refund will be due to Exhibitor, if

Show Management reschedules the Event for dates within one week of the originally scheduled dates or selects a different exhibit facility within the same metropolitan area.

**17.Violations.** Upon the violation by Exhibitor of any of the terms of this contract, Show Management may take one or more of the following actions: (1) require modifications to Exhibitor's booth or space at Exhibitor's expense; (2) cancel Exhibitor's exhibit space assignment; (3) declare Exhibitor ineligible for priority lotteries at future events produced by Show Management; or (4) disqualify Exhibitor from exhibiting at future events produced by Show Management. These remedies are illustrative only and do not limit any remedies described elsewhere in this contract or otherwise available by law.

**18.Severability.** The parties intend that, if any provision of this contract is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the contract will remain in effect as written.

**19.Representative; Communications.** Show Management shall direct communications related to the Event, including notices under this contract and additional rules and regulations, to the Representative by email, mail or hand delivery. Notices from Exhibitor to Show Management, including the designation of a new individual as Representative, must be sent by email [lhodgson@cbaa.ca](mailto:lhodgson@cbaa.ca).

**20.Rules and Regulations.** Show Management or Facility may adopt or amend rules and regulations governing the Event at any time.