

## Exhibitor Agreement

### 1. Exhibitor Covenants

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing the use of the facility and operation of The Calgary Baby & Tot Show, (ii) abide by the rules and regulations of the city, fire and police departments and any other government or regulatory body having the authority to regulate the facility and The Calgary Baby & Tot Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to The Calgary Baby & Tot Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing The Calgary Baby & Tot Show established from time to time by The Calgary Baby & Tot Show.
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations and agreements in force between The Calgary Baby & Tot Show (i) and contractors providing services to the BMO Centre, and (ii) governing companies operating in the BMO Centre, Stampede Park in which The Calgary Baby & Tot 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 business during the term of The Calgary Baby & Tot Show and to pay all taxes, including all applicable sales 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 held at or in connection with The Calgary Baby & Tot Show unless (i) the Exhibitor satisfies The Calgary Baby & Tot Show that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of The Calgary Baby & Tot Show is obtained.
- f) The playing, performing, reproductions, broadcasting or other use at The Calgary Baby & Tot Show of any music, materials, devices, processes and dramatic rights (The Works) 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 The Calgary Baby & Tot Show. The Exhibitor agrees to indemnify and save harmless The Calgary Baby & Tot Show and the BMO Centre, Stampede Park (and their respective officers, directors, employees, insurers, agents and representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expense) 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.
- g) The Exhibitor agrees to occupy the contracted exhibit space during show hours and to promote or advertise only the services described in this agreement, and in accordance with the rules and regulations stipulated by The Calgary Baby & Tot Show. Services shall be limited to promoting one's business, selling of goods and services and the sharing of industry information and knowledge.

### 2. The Calgary Baby & Tot Show Rights

- a) The Calgary Baby & Tot Show reserves the right, in its sole discretion to: (i) determine the eligibility of Exhibitors and exhibits for The Calgary Show, (ii) reject or prohibit exhibits or Exhibitors which The Calgary Baby & Tot Show considers objectionable, inappropriate, disruptive to The Calgary Baby & Tot Show, 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 The Calgary Baby & Tot Show.
- b) The Calgary Baby & Tot Show shall have the right to establish and amend or modify any regulations governing use of the BMO Centre, Stampede Park and The Calgary Baby & Tot Show.

### 3. Assignment and Subletting

The Exhibitor shall not assign any rights or sublet space under this agreement without the prior written consent of The Calgary Baby & Tot Show, which consent may be withheld at The Calgary Baby & Tot Show's sole discretion.

### 4. Indemnification

The Exhibitor agrees to indemnify and hold harmless The Calgary Baby & Tot Show and the BMO Centre, Stampede Park, 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 including, but not limited to, claims and losses (i) resulting from exhibitors occupancy of the exhibit space and/or its environs, (ii) The use of equipment or devices furnished or used by the Exhibitor or others persons in connection with the Show, and (iii) personal injuries, death, property damage or any other damage sustained by the Exhibitor; The Calgary Baby & Tot Show, the BMO Centre, Stampede Park, sponsors and visitors to The Calgary Baby & Tot Show and their respective directors, officers, agents, representatives and employees or those whom the Exhibitor is responsible in law.

## 5. 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 The Calgary Baby & Tot Show for the Period commencing on the first move-in date and terminating in the last move-out date. The policy shall name The Calgary Baby & Tot Show 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 The Calgary Baby & Tot Show, the Exhibitor shall provide The Calgary Baby & Tot Show with a copy of such a policy.
- b) 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 and 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 The Calgary Baby & Tot Show, the Show sponsors or the BMO Centre, Stampede Park, for any loss, damage, or injury howsoever caused, to the Exhibitor; its officers, directors, agents representatives, and employees or their respective properties.
- c) Neither The Calgary Baby & Tot Show nor the BMO Centre, Stampede Park will assume liability for the loss or damage, through any cause, including but not limited to, loss or damage caused by the use of equipment, products, goods, exhibits or other materials owned, rented, or leased by the exhibitor.
- d) It is the Exhibitors responsibility to ensure correct amperage and voltages are ordered when using electrical appliances.

## 6. Booth Display/Conduct

- a) The Exhibitor agrees that no display will be dismantled or goods removed during the term of The Calgary Baby & Tot Show, but will remain intact until the end of the final closing hour on the last Calgary Baby Show day. The Exhibitor also agrees to remove its display and equipment from The Calgary Baby & Tot Show site by the final move-out time, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by The Calgary Baby & Tot Show.
- b) The exhibitor can reserve storage space prior to and during the event, by Contacting GES (See GES order form for contact information).
- c) If the Exhibitor is using sound equipment, stereo or otherwise, the use of such equipment must be pre-approved by The Calgary Baby & Tot Show in writing.
- d) Any Exhibitor product sampling or giveaways: are required to be pre-approved in writing by The Calgary Baby & Tot Show.

## 7. Cancellation and Termination

- a) The exhibitor shall have the right to cancel this agreement by notice in writing to be delivered to The Calgary Baby & Tot Show no later than sixty (60) days preceding the opening day of The Calgary Baby & Tot Show. All monies received by Charmed Life Inc., Financial Agent for The Calgary Baby & Tot Show, up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies The Calgary Baby & Tot Show less than sixty (60) days preceding the opening day of The Calgary Baby & Tot Show that it wishes to cancel this agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; The Calgary Baby & Tot Show reserves the right to (i) cancel this agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (ii) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this agreement; (iii) re-rent the said space; and (iv) bring action against the Exhibitor for payment of the full cost of the space originally agreed upon by The Calgary Baby & Tot Show.
- b) If the Exhibitor violates or breaches any other terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to The Calgary Baby & Tot Show shall be deemed earned by The Calgary Baby & Tot Show and all deposits received shall be non-refundable and nontransferable. In the event of any violation or breach of the terms and conditions of this agreement, The Calgary Baby & Tot Show shall have the right to immediately occupy the space of the violating and/or breaching exhibitor and realize it in any manner as The Calgary Baby & Tot Show 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 agreement as a result of the use 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 agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling The Calgary Baby & Tot Show 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 privileges granted herein shall be without prejudice to The Calgary Baby & Tot Show to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

## 8. Force Majeure

In the event that (i) the BMO Centre, Stampede Park where The Calgary Baby & Tot Show is to be held is destroyed or becomes unavailable for occupancy or (ii) The Calgary Baby & Tot Show is unable to permit the Exhibitor to occupy the BMO Centre, Stampede Park or the space, or (iii) if The Calgary Baby & Tot Show is cancelled or curtailed, for any reasons beyond the control of The Calgary Baby & Tot Show, including but not limited to, casualty, fire, explosion, lightning, flood, weather, epidemic, earthquake or others Acts of God, acts of public enemies, riots, civil disturbances, strike, lockout or boycott, The Calgary Baby & Tot Show 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.

## 9. Miscellaneous

- a) Waiver by The Calgary Baby & Tot Show of any breach of any term or provision of this agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No Alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the Federal Laws of Canada.