

50+ Seniors EXPO Terms and Conditions

1. LIABILITY AND INDEMNIFICATION WAIVER

Exhibitor agrees to comply with all fire, safety rules and regulations adopted by all applicable governmental authorities and the show. In the event 50+Seniors EXPO shall be held liable for any occurrence that results or might have resulted from the Exhibitor's action(s) or failure to act, including, but not limited to, acts or omissions constituting negligence, deceptive trade practices, strict liability, or the creation of liability resulting from an unreasonably dangerous product (product liability), Exhibitor shall reimburse and indemnify 50+ Seniors EXPO and related entities, its employees and volunteers for damages resulting from such liability and the costs incident thereto, including attorney's fees. Exhibitor further agrees that it shall hold harmless and indemnify 50+ Seniors EXPO and related entities, its officers, employees and volunteers from and against all claims of demands, costs, actions, suits, loss, damage, expense or penalty arising from any action including any action based on strict liability or negligence, on account of personal injury or property, including attorney's fees incurred in connection therewith, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner, based upon, occasioned by, or attributed to any injury or damage arising or resulting from any act or omission of the applicant, its servants or agents in using said premises.

2. HOURS OF OPERATION

Exhibitor set up hours are Friday, September 11th from 7:00-8:00 p.m. and Saturday, September 12th at 7:30 a.m. The Exhibitor shall have its exhibit(s) completely assembled and ready to be viewed by guests no later than 8:45 a.m. on Saturday, September 12th, 2020. The hours in which the expo is open is September 12th from 9:00 to 5:00 p.m. Exhibitors shall staff booth during all hours this Expo is open to the public. Exhibitors shall not begin disassembling exhibit(s) until 5:00 p.m. on Saturday, September 12th. Exhibitors who do not comply with these provisions will not be asked to participate in next year's Expo. If additional set up or tear down time is required, please notify show producer at time of application submission. Exhibitor disassembly and move out time is Saturday, September 12th, 2020 at 5:00p.m.

50+ Seniors EXPO will NOT provide security during this event or during the set up or tear down times. 50+ Seniors EXPO will NOT be held responsible for any losses Exhibitors may ensue as a result of items stored in or at the exhibitor's booth space during the show; this includes move in and move out times.

4. RULES & REGULATIONS

The Exhibitor agrees to abide by all regulations and rules adopted by Management in the best interest of the EXPO, and agree that Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the EXPO. All Exhibitors will be required to observe such further rules and regulations as Management may consider it necessary to impose for the success, safety, and wellbeing of the EXPO, Exhibitors, and others attending the Expo.

5. LOSS OR DAMAGE

Exhibitor will be liable for and will indemnify and hold harmless 50+ Seniors EXPO, Show Producer, Management, Employees and Volunteers from any loss of damages whatsoever suffered by the Expo as a result of any loss or damages whatsoever occurring to or suffered by any person or company, including, without limiting the generality of the foregoing, the Exhibitor, other Exhibitors, Expo Sponsors, 50+ Seniors EXPO, Show Producer, Management, Employees and Volunteers the EXPO, the owners of the building, their respective agents, servants and employees, and attendees of the EXPO (public), either on the said space or elsewhere if said loss or damages arose from or were in any way connected with Exhibitor's occupancy of said space. Management assumes no responsibility whatsoever for loss or damage of goods before, during the period of the EXPO, or after its close. 50+ Seniors EXPO, the Show Producer, Management, Employees, and Volunteers are hereby expressly released and discharged from any and all liability from any loss or damages.

6. FORCE MAJEURE

50+ Seniors EXPO, the Show Producer, Management, Employees, 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 consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatsoever beyond the control of 50+ Seniors EXPO, the Show Producer, Management and Employees whether similar to or dissimilar from the causes enumerated herein.

7. CANCELLATION

This contract may be cancelled by either party provided written notice is received by the other at least six (6) weeks prior to the day of the Expo, in which case the Exhibitor will be responsible for 50% of the total contracted amount. If the Exhibitor cancels within 15 days prior to the Expo, they will be liable for 100% of the total contracted space costs. By cancelling this contract, the Exhibitor forfeits all rights or claims to the allocated space and the Show Producer and Management team is free to rent it to others and collect the cancellation charge as liquidation damages.

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 the Conditions of Contract, in which case the Exhibitor shall forfeit as liquidated damages all space rental payments made by him and any further occupancy of such space.

8. DATE/VENUE CHANGE

If the Show Producer and Management shall consider it inadvisable to hold the said EXPO at the time and/or place herein provided, Management shall have the right to change the date and/or place within the same City, giving the Exhibitor written notice thereof by e-mail addressed to the e-mail address given herein.

9. BOOTH ASSIGNMENT

The Show Producer and Management reserves the right to alter or change the space assigned to the Exhibitor.

10. EXCLUSIVITY

The Show Producer and Management **does not provide Exhibitors with exclusivity** to any one particular product or service unless specifically negotiated in writing through sponsorship.

11. INSURANCE

The Exhibitor is responsible for the acquisition and cost of insurance related to his participation in the EXPO and shall provide management with proof of the same. A minimum of 2 million liability is required naming 50+Seniors EXPO.

12. DISPLAY

The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the EXPO but must remain intact until the closing hour of the last day of the EXPO.

The Exhibitor also agrees to remove his exhibit, equipment and appurtenances from the Expo building by the final moveout time limit, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred.

13. OPERATION OF EXHIBIT SPACE/SUBLETTING

Exhibitors are prohibited from gluing or nailing any material to the floor or walls. The Exhibitor is responsible for clean-up of the immediate area of their booths. All displays are subject to approval by the Show Producer, and they expressly reserve the right to modify your display if the table contents are inappropriate for the public. Space contracted by the Exhibitor may not be sublet or re-sold without the prior written permission of Management.

14. THIRD PARTY PROMOTION

Exhibitor agrees to promote only the business(es) registered for and approved by Management. No third party promotion will be permitted without prior authorization by Management, in writing. This includes, but is not limited to, display and any sampling or distribution of materials (ex. business cards, brochures, etc.).

15. LIGHTING & ELECTRICAL

All operating electrical equipment used in the exhibit must have C.S.A. or equivalent provincial power authority approval.

16. REMOVAL

Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel Exhibitors or their personnel if, in the Show Producer's and Management's opinion, their conduct or presentation is objectionable to other EXPO participants. Show Producer and Management reserves the right to approve or disapprove of any and all products, materials or displays that are to be carried by the Exhibitor. The Exhibitor acknowledges that he is one of many Exhibitors and agrees to cooperate with the other Exhibitors and Sponsors and not to interfere with them or create any nuisance to them, the Show Producer and Management, or the people attending the EXPO. Any dispute among Exhibitors and/or Sponsors, including any conflict of products, or other materials, shall be settled by the Management, who shall have the final determination as to any such dispute.

17. PRIVACY

Exhibitor agrees to abide by all federal and provincial laws regarding the collection of personal information, including but not limited to, abstaining from the sale or sharing of personal information to a third party.

18. PHOTOGRAPHS & VIDEO

Management reserves the rights to reproduce all photographs, images and likenesses taken during the EXPO for future promotional purposes.



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PRESENTED BY

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