



TERMS AND CONDITIONS

The Intact Insurance Canadian Derby Edmonton Marathon (herein referred to as, 'The Marathon') and the Exhibitor agree to the following terms and conditions for the 2011 Sports Expo (hereinafter referred to as, 'the Expo') to be held at the Expo Center:

1. The Exhibitor agrees that all displays will be fully set up by 2:00 pm, Friday, August 19th, 2011
2. The Exhibitor agrees to have their booth open and staffed during the Expo hours on Friday, August 19th from 4:00 pm to 8:00 pm; Saturday, August 20th from 10:00 am – 6:00 pm.
3. The Exhibitor agrees that displays will not visually or physically disturb aisles or adjacent exhibitors.
4. The Exhibitor agrees to conform to all rules and regulations adopted by the Expo in the best interest of the Expo, and agree that the Expo shall have final decision in adopting any rule or regulation deemed necessary prior to, during and after the Expo.
5. The Exhibitor agrees not to sublet space or exhibit any merchandise other than that approved by the Marathon, without permission from the Marathon.
6. The Exhibitor will be informed prior to event weekend of the booth space assigned to them; however, the Exhibitor acknowledges and agrees that booth assignments may be changed by the Marathon. Every effort will be made by the Marathon not to change booth assignments.
7. The Exhibitor agrees that all literature, products, etc. belonging to the Exhibitor shall be removed from The Expo Centre by 10:00 pm, Saturday, August 20th, 2011.
8. The Exhibitor agrees that the violation of any terms and conditions of this Agreement may result in forfeiture of the booth. Fees paid by the Exhibitor will be retained by the Marathon as liquidated damages for breach of this Agreement.
9. The Exhibitor agrees that the Marathon reserves the right to reject or restrict any exhibit.
10. The Exhibitor agrees not to cause damage to the site or booth equipment or act in any manner deemed inappropriate by the Marathon. The Exhibitor agrees they shall be liable for all damages which they may cause to the site in connection with their exhibit. Exhibitors may not apply paint, lacquer, adhesive or other coatings to floors or to standard booth equipment without written permission of the Marathon.
11. The Exhibitor assumes entire responsibility and liability for losses. The Exhibitor's property shall be placed on display and exhibited at their own risk, and the Marathon assumes no responsibility for loss or damage thereto. The Exhibitor shall also assume all responsibility for loss or damage to their property due to fire, theft, lightning, earthquake, explosion, or any cause beyond the control of the Marathon.
12. The Exhibitor understands that neither the Marathon nor the Expo Centre maintain insurance covering the Exhibitors property or lost revenue, and it is the sole responsibility of the Exhibitor to obtain insurance for this risk.
13. The Exhibitor hereby agrees to indemnify and hold harmless the Marathon and The Expo Centre from any claims arising as a result of the Exhibitor's exhibit or any actions or conduct of the Exhibitor or the Exhibitor's agents or employees, or the property of the Exhibitor.
14. In the event any circumstances whatsoever should occur which make it impossible or impractical for the Expo to permit Exhibitors to occupy the premises or if the Expo is cancelled, the Exhibitor shall pay for space only for the period the space was, or could have been, occupied by such Exhibitor, and the Expo will be in no way responsible for any claims or damage, which might arise in consequence thereto. A refund of all monies received from Exhibitor will be made by the Expo in the event of this Expo not being held as proposed, and the Expo shall be released for any and all claims for damage and otherwise.
15. Cancellation fee of 50% to June 30, 2011; NO REFUNDS on or after July 1, 2011 (except for clause #15).
16. The Exhibitor will assume responsibility for obtaining any required licenses for vending their products in the Expo Centre, and any costs incurred by the Marathon due to the Exhibitor's failure to secure proper licensing.
17. Any liability of the Marathon shall not in any event exceed the amount paid by the Exhibitor.