

RULES AND REGULATIONS 2018 HUDSON BAY TRADE FAIR

APPLICATION FOR SPACE

No right to allocation of space may be derived from the application. In special cases the organizers may decide not to confirm an application.

RENT AND TERMS OF PAYMENT

Booth Space exhibitors please remit a payment of **\$125.00 + GST** per 10' x 8' booth includes 2 chairs, and 1x 8' foot table, and power with your Application/Contract.

Extra: 8' table - \$10.00 each, 6' table - \$8.00 each, 4' table - \$6.00 each, – Chairs @ \$2.50 each

USE OF SPACE

Each exhibitor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to the licensed space. Without limiting the generality of the foregoing, the Exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties and shall strictly confine all permitted activities to the licensed space. **In addition, use of the space shall be strictly restricted to the Exhibitor and the Exhibitor shall not assign, either in part or in whole, or otherwise permit the participation of any third party in any of the activities, undertakings or displays in the licensed space, without the prior express written consent of the licensor.** In the event of the failure of the exhibitor to utilize all its space to the satisfaction of the Licensor, it may at any time after the opening hour of the Show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the benefit of the exhibition. The Licensor reserves the right to relocate contracted exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the exhibition.

The use of said space shall be subject to the Rules and Regulations appearing in this contract and to all further rules and regulations now or hereafter adopted for the conduct of said Show, which are hereby made a part of this agreement and to which the Exhibitor agrees strictly to conform. The Exhibitor further acknowledges that the Licensor is a party to an occupancy agreement pursuant to which the use and occupation of the building by the Licensor and all Exhibitors is governed. The Exhibitor agrees to be bound by the terms, conditions, rules and regulations set forth in such agreement.

CHARACTER OF EXHIBIT

The Licensor reserves the right, in its sole discretion, to decline, prohibit or remove any exhibit, Exhibitor or proposed exhibit or Exhibitor not approved of by it, and to permit only such matter and conduct as it shall approve. The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems, and all things which effect the character of the exhibition, and the Exhibitor will not obstruct or hinder the Licensor in preventing or removing forthwith any matter, conduct or thing which it considers objectionable.

RISKS

All property used or exhibited is at the sole risk of the Exhibitor, and the Licensor will not assume any responsibility for the safety of exhibits against theft, robbery, fire or accidents, for any matter or thing whatsoever, or for bodily injury or damage to property or persons caused by the operations of the Exhibitor. The Exhibitor understands and agrees that the Licensor shall assume no responsibility for representations or warranties given by the Exhibitor to the public in regard to its products or services or for transactions or contracts between the Exhibitor and the public, or for any losses or damages arising therefrom.

INSURANCE

The Exhibitor shall hold the Licensor harmless from any damage, expense or liability, to or in respect of any person, arising out of the Exhibitor's occupancy of the said licensed space or any thing or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere.

REMOVAL OF GOODS

Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the Show without prior written permission of the Licensor. **The Exhibitor will cause all exhibits, equipment and product to be removed from the Show premises on the date and time specified as "Exhibit Removal Deadline" in the Exhibitor Information Package.** The Licensor shall be entitled to remove all exhibits, equipment and products of the Exhibitor to any place of storage, and the Exhibitor shall be liable for all additional charges or damages incurred by the Licensor for or by reason of all such property of the Exhibitor left on the Show premises or other environs after such deadline.

PREVENTION OR INTERRUPTION OF USE OF PREMISES

The Licensor reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change in the event the show is canceled because of reasons beyond the control of the Licensor. Space rental fees or deposits already made will be returned to Exhibitors on a pro rata basis, after all related expenses incurred by the licensor through the date of cancellation have been met, and the Licensor shall be released from any and all claims for damage which might arise in consequence thereof.

CANCELLATION POLICY

No amount paid or payable by the Exhibitor hereunder is refundable in the event the Exhibitor does not use the reserved space. The Licensor shall have full power in the interpretation and enforcement of all Rules and Regulations whether contained herein or otherwise and the power to make such amendments thereto and such further rules and regulations governing participation in the Show as it shall consider necessary for the proper conduct of said Show.

If the Exhibitor fails to make any said payments at the time appointed therefore, all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the Licensor as liquidated damages for the breach of this Agreement, and the Licensor may thereupon re-license said space. The Licensor may at any time that the Exhibitor fails to pay any indebtedness owed by the Exhibitor to Licensor, after demand, seize and sell any property of the Exhibitor within the Show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness, together with its costs, without prejudice to any other rights of the Licensor, and the Exhibitor shall be liable for any deficiency or loss suffered by the Licensor. This license may be terminated by the Licensor at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Licensor as liquidated damages for such breach, and the Licensor may thereupon re-license said space.

Until this application is accepted by the Licensor, the Exhibitor shall be entitled to the return of the rent paid, upon notice in writing to the Licensor.

GENERAL

In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions or rules are not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision.

There is no representation, warranty or condition made by binding upon the Licensor affecting the subject matter of this Agreement of the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Licensor. Nothing herein shall be construed as constituting the Exhibitor and the Licensor partners, joint ventures or agents of one another. The Exhibitor has read and understands the Rules and Regulations and understands that this application and the contract resulting from it will be subject to these Rules and Regulations. The Licensor reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Saskatchewan Law. Hudson Bay Trade Fair Box 730 Hudson Bay, SK S0E 0Y0 (306) 865-2263