

**1. DEFINITIONS:**

- 1.1 Except as otherwise expressly provided for herein, any terms used herein which are defined in the Agreement shall have the same meaning as set out therein. Further, for the purpose of these Terms and Conditions, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:
- (a) "Agreement" means the Exhibit Space Applications entered between the Exhibitor and the Producer regarding the Exhibit Space and governing the display of products and/or services relating to recreational vehicles, and includes, without limitation, the Terms and Conditions contained herein, as may be amended and/or re-enacted from time to time;
  - (b) "Exhibitor" means the person who has entered into this Agreement for the display of products and/or services relating to recreational vehicles with the Producer;
  - (c) "Exhibit Space" means space located on the Show Premises designated for use by Exhibitor during Shows pursuant to the Agreement;
  - (d) "RVDA of AB" or "RVDA" means the Recreation Vehicle Dealers Association of Alberta;
  - (e) "Producer" means RVDA of AB and/or designated agents, employees, or other authorized representatives of RVDA of AB;
  - (f) "Terms and Conditions" mean all terms and conditions as contained herein, as may be amended and/or re-enacted from time to time, governing the Agreement, the Exhibitor and/or the display of products and/or services relating to recreational vehicles at Shows;
  - (g) "Show" or "Shows" mean RVDA of AB exhibitions providing for the display of products and/or services relating to recreational vehicles by Exhibitor on the dates and at the Show Premises as provided for pursuant to the Agreement;
  - (h) "Show Premises" mean the premises, including, without limitation, all buildings, surrounding grounds and structures, fixtures, and Exhibit Space(s) where the Shows are to be conducted.

**2. EXHIBIT SPACE ALLOCATION POLICY:**

- 2.1 Applications will be processed on a first-come, first-served basis. Deposits are required for Exhibit Space to be allocated and held. Whenever possible, Exhibit Space assignments will be made in keeping with Exhibitor preferences. The Producer reserves the right to make final determination of Exhibit Space assignments. The Producer reserves the right to alter or change the Exhibit Space assigned to the Exhibitor. Relocation of Exhibit Space will be in the overall best interest of the Show and is at the sole discretion of the Producer.
- 2.2 The Calgary and Edmonton Shows are the property of the RVDA, and Exhibitor, or prospective Exhibitor, participation in Shows is at the discretion of the RVDA of AB.
- 2.3 The Producer does not provide Exhibitor with exclusivity to any one particular product or service.
- 2.4 Exhibitor must meet all the guidelines as stated above. The Producer reserves absolute discretion in interpretation of these Terms and Conditions.
- 2.5 All products exhibited must be new, no used products will be allowed into the Show.

- 2.6 Exhibitor agrees to display products and services that pertain to their primary business operation.
- 2.7 All operating electrical equipment used in the Exhibit Space must have CSA or equivalent provincial power authority approval. All units and equipment must conform to all safety and health regulations as legislated and enforced by Municipal, Regional, Provincial, and/or Federal authorities.

### **3. CONDUCT OF DISPLAYS:**

- 3.1 Exhibitor agrees to promote only the business and products registered for and approved by the Producer. No other promotion will be permitted without prior written authorization by the Producer. This includes, but not limited to, display and sampling or distribution of materials (business cards, brochures, etc.).
- 3.2 Exhibitor acknowledges that they are one of many exhibitors taking part in the Show and accordingly, they agree to cooperate with and not to interfere with, or create any nuisance for other exhibitors, the Producer, the owner of the Show Premises, or any other persons attending or taking part in the Show.
- 3.3 The aisles and all other spaces on the Show Premises shall be under the control of the Producer. Exhibitor shall not, without prior written consent from the Producer, stand in the aisles or in front of other exhibitors. Before any Exhibitor staff enters another exhibitor's display area, permission must be obtained from that exhibitor.
- 3.4 Signage, whether promotional or otherwise, is permitted only within the Exhibitor's Exhibit Space. Mascots must always remain within the Exhibitor's Exhibit Space. The mascot may not go into booths or exhibits of competitors, nor can they walk the aisles. Space within the Exhibit Space must be available for mascot changes, and the mascot is not permitted to use other areas or facilities on the Show Premises or otherwise leave the Exhibit Space.
- 3.5 Exhibitor shall not display any products in operation or utilize any device or performance, if the product, device, or performance produces noise that is in any other way objectionable to other exhibitors. The Producer has sole and absolute discretion in determining what is objectionable.
- 3.6 All sales promotions, draws, and contests must comply with the requirements of all federal, provincial, municipal, and other applicable laws and regulations, now in force or which may be hereafter in force. The collection of data from these promotions or draws and contests must comply with all applicable laws and regulations. All sales promotions, draws and contests conducted by the Exhibitor must be free of any obligation on the part of the winner. All sales promotions, draws or contests must be approved by the Producer, in its sole unfettered discretion, before being conducted; submission for approval shall be made not less than two (2) weeks prior to the commencement of the Show.
- 3.7 Cleanliness of displays and the Exhibit Space are the sole responsibility of the Exhibitor. Exhibitor is responsible for placing garbage and recycling into the appropriate receptacles, either inside or outside the Show Premises.
- 3.8 All installations must be complete within 2 hours of the Show opening. Under no circumstances will the delivery or removal of any portion of an exhibit take place during Show hours without prior written consent from the Producer. All exhibits must remain intact until the closing hour of the last day of the Show. Exhibitor also agrees to remove his/her exhibit, equipment, and appurtenances from the Show Premises by the final move-out time limit. In the event of failure to do so, the Exhibitor agrees to pay such additional costs as may be incurred.
- 3.9 Exhibitor must remain within their Exhibit Space in demonstrating products, distributing literature, product samples or other materials. Other areas including the Show Premises, aisles, and the hallways, both inside and on the exterior of the Show Premises, may not be used for these purposes. Exhibit personnel, including demonstrators, models, mascots, and corporate characters are required to confine their activities within the Exhibit Space. Exhibitor will be charged a premium rate for any spillage into the aisles or into another Exhibit Space during the hours of the Show.
- 3.10 No live animals are permitted in the Exhibit Space without prior written approval of the Producer.

- 3.11 Exhibitor agrees to observe all union contracts and labour regulations in force, agreements between Show management, the Producer, official contractors serving the companies and the Show Premises and according to all applicable laws and regulations.
- 3.12 Subletting of the Exhibit Space by the Exhibitor is prohibited. Sharing or other use of the Exhibit Space, not specifically authorized by the Producer, is prohibited.
- 3.13 The 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.
- 3.14 Exhibitor is NOT permitted to advertise their business on the Show Premises, by way of board signage, vehicles, handouts, signage on units, etc. All advertising must be confined to their paid Exhibit Space only.

#### **4. FORCE MAJEURE:**

- 4.1 The Producer shall not be responsible for cancellations, delays, damage, loss, costs, or other unfavourable conditions or consequences arising directly or indirectly by virtue of any cause or causes not reasonably within the control of the Producer; it is agreed and acknowledged that such causes shall include, but are not limited to: fire, casualty, flood, epidemic, pandemic, disease, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulation, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labour, technical or other personnel, labour union disputes, loss of lease or access to the Show Premises, municipal, provincial or federal laws, or acts of God (a "Force Majeure Event").
- 4.2 In the event that the Show Premises become unfit for occupancy, substantially interfered with, or otherwise become unavailable, or if the Show cannot occur or proceed as originally planned, by reason of a Force Majeure Event, the Show may be cancelled, rescheduled or moved to another appropriate location, at the sole discretion of the Producer. Exhibitor agrees that the Producer shall have no obligation to refund to the Exhibitor the fee paid for Exhibit Space in the event that the Show is rescheduled or moved to another location as a result of a Force Majeure Event. In the event the Show is cancelled the Producer shall refund to the Exhibitor the fee paid for Exhibit Space.

#### **4.3 EXHIBITOR CANCELLATION POLICY –**

If the Exhibitor cancels for any reason, our current cancellation policy will apply as follows: All Small Booth Exhibitors for either the Edmonton or Calgary RV Adventure Sale & Show will be subject to the following refund format:

1. No refund will be issued 45 days or less prior to the first day of the show.
2. Cancellation 46 – 90 days prior to event, 50% of the total cost will be refunded less a 10% administration fee.
3. More than 90 days prior to the first day of either RV Expo, a 10% administration fee of the Total cost will be retained for any refund requests.

#### **5. INDEMNITY, RELEASE, AND INSURANCE:**

- 5.1 Notwithstanding any other provisions of the Agreement, Exhibitor shall indemnify and save harmless the Producer from any and all liabilities, damages, costs, claims, suits, actions and expenses whatsoever including, but not limited to reasonable legal fees and court costs, arising out of any claims of any person or persons on account of or by reason of:
  - (a) loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of the Agreement and/or the Show;

- (b) any occurrence in, upon or at the Show Premises and/or the Exhibit Space, or the occupancy or use thereof, or occasioned wholly or in part by any act or omission of the Exhibitor or Exhibitor's agents, contractors, employees or servants;
  - (c) any cancellation, relocation, or rescheduling of the Show in connection with, or as a result of, any Force Majeure Event; or
  - (d) any default, breach, or non-performance by Exhibitor hereunder.
- 5.2 The Producer shall not be liable and Exhibitor agrees to make no claim for any reason whatsoever against the Producer, RVDA's official exhibit services provider, or the owner of the Show Premises, for any damage or cost of any nature or kind including damage to his/her business for failure to provide Exhibit Space or failure to hold the Show as scheduled. It is agreed and acknowledged that the Producer shall have no responsibility or liability for the safety of the Exhibitor, its personnel, employees, agents, invited guest, customers, potential customers, or representatives or personal property. The Producer shall have no liability whatsoever to the Exhibitor for any actual or alleged loss of profit, revenue, good will, indirect, consequential, special, or incidental damages, regardless of how those damages are incurred. The Exhibitor Space Contract – Terms and Conditions Amended August 22, 2024 Page 7 Exhibitor, as a material part of the consideration to RVDA, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Show Premises, from any cause and the Exhibitor hereby waives all claims in respect thereof against the Producer. This section shall survive the termination of the Agreement.
- 5.3 In case the Producer shall be made a party to any litigation commenced by or against the Exhibitor, then the Exhibitor shall protect and hold the Producer harmless in connection with any such litigation and shall pay all costs, expenses and legal fees incurred or paid by the Producer in connection with such litigation. The Producer may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Exhibitor is required to indemnify the Producer under the Agreement. Alternatively, the Producer may require the Exhibitor to assume carriage of and responsibility for all or any part of such litigation or discussions. The Exhibitor shall also pay all costs, expenses and legal fees that may be incurred or paid by the Producer in enforcing the covenants and agreements of the Agreement. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Agreement shall survive any termination or expiry of the Agreement, anything in the Agreement to the contrary notwithstanding.
- 5.4 Exhibitor shall, at the Exhibitor's expense, obtain and maintain in full force and effect a policy of comprehensive general liability insurance with respect to the Show Premises and the Exhibit Space and the business conducted by Exhibitor, protecting against all claims for personal injury, death and property damage in which the limit shall not be less than Two Million Dollars (\$2,000,000.00) in respect of any one occurrence. Exhibitor shall provide evidence of the existence of such insurance policy immediately upon the request of the Producer.
- 5.5 The Producer and Exhibitor covenant and agree with each other that the Producer shall have the right at any time and from time to time, at the Exhibitor's expense, to increase or vary the terms of the comprehensive general liability insurance policy as specified in Section 5.3 hereof on such terms and conditions as the Producer, in its sole and absolute discretion, deems necessary and advisable.
- 5.6 Exhibitor shall not keep or use on the Show Premises and/or the Exhibit Space any article, or conduct or omit to conduct any act on the Show Premises and/or Exhibit Space, which will cause or result in any increase in premiums of or the cancellation of any insurance policy held by the Producer or the owner(s) of the Show Premises.
- 5.7 The Producer and/or the owner(s) of the Show Premises do not accept any responsibility for loss, theft, vandalism of items belonging to Exhibitor or the Exhibitor's agents, contractors, employees or servants, before, during or after the Show. For greater certainty, Exhibitor and/or the Exhibitor's agents, contractors, employees, or servants shall be responsible for insuring their own articles and possessions.

5.8 The Producer shall have no responsibility for any errors or omissions within the Show program materials.

## 6. GENERAL PROVISIONS:

- 6.1 Exhibitor agrees to receive third party marketing and communications regarding the Show from the Show's industry partners.
- 6.2 Exhibitor agrees that these Terms and Conditions are attached to and form part of the Agreement. Further, Exhibitor agrees to be bound by and adhere to all rules and regulations that are now or may hereafter be adopted, amended, or re-enacted by the Producer. If Exhibitor fails to abide by all terms and conditions:
- (a) Any violating Exhibitor may be restricted in their floor space allocation for subsequent shows;
  - (b) Any violating Exhibitor may be suspended from future shows;
  - (c) The Show management or Producer may invoke any other consequences as deemed reasonable in their sole and unfettered discretion.
- 6.3 The Producer shall have full authority to interpret, apply and enforce all terms and conditions of this Agreement and the authority to make amendments thereto, and to enact such rules as it shall consider necessary for the proper conduct of Show(s).
- 6.4 The Agreement shall be binding upon the parties thereto and their respective, heirs, executors, administrators and successors and assigns, as the case may be. Exhibit Space contracted by the Exhibitor may not be sublet without prior written permission of Producer.
- 6.5 The Producer reserves the right to cancel the Agreement with the Exhibitor and to withhold possession of Exhibit Space if the Exhibitor fails to perform any material condition of the Agreement or refuses to abide by the rules and regulations of the Show, in which case the Exhibitor shall forfeit as liquidated damages, all Exhibit Space rental payment(s) made by them and any further occupancy of such space.
- 6.6 This Agreement may be cancelled by either party provided written notice is received by the other party 45 days prior to the first move-in date of the Show; in which case the Exhibitor will be responsible for 50% of the total contracted amount. If the Exhibitor cancels after this date, the Exhibitor will be liable for 100% of the total Exhibit Space costs. By cancelling this contract, the Exhibitor forfeits all rights or claims to the Exhibit Space, and the Producer is free to rent it to others and collect the cancellation charge as liquidation damages. A 10% administrative fee of the total cost will be retained for refund requests.
- 6.7 Any Exhibit Space not set up, and for which no special arrangements have been made, prior to 9:00am on opening day, may be resold or reassigned by the Producer without further obligation or return of any fees. This rule will be strictly enforced.
- 6.8 Exhibitor badges are for the sole use of persons staffing the Exhibitor's booth and will be required for entry via the Exhibitor's entrance. The Exhibitor badge must always be in clear view and not obstructed.
- 6.9 All goods shipped to the Show must be clearly marked with the name of the Show, the Exhibitor's name and the exhibit booth number. Goods may only be delivered ONE DAY prior to move-in day. Shipping charges must be paid by the Exhibitor upon arrival. It is the Exhibitor's responsibility to arrange for any additional services required upon delivery (forklifts, delivery to booth space, etc.). Goods and charges will not be accepted by the Producer or the Show Premises. The Producer, Show Premises and their agents assume no responsibility for loss or damage to goods before, during or after the Show.
- 6.10 The Producer reserves the right to approve or reject of any and all products, materials or displays that are to be carried by the Exhibitor. The Producer reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, products signs, lights or sound, and to expel Exhibitor or their personnel if, in the Producer's opinion, their conduct or presentation is objectionable to other exhibitors.