

# 2018 International Indigenous Tourism Conference

## “Exhibitor Agreement”

### THIS EXHIBITOR AGREEMENT BETWEEN:

Indigenous Tourism Association of Canada  
(hereinafter referred to as “ITAC”)

### AND:

[Name of Exhibitor]  
(hereinafter referred to as the “Exhibitor”)

### WHEREAS:

The Exhibitor will exhibit as part of the Marketplace at the 2018 International Indigenous Tourism Conference and wishes to exhibit under the terms and conditions set out in this Agreement.

### 1. INTERPRETATION

**1.1 Definitions.** In this agreement the expressions following will have the meanings indicated below:

- (a) “**Agreement**” means this Exhibitor Agreement between ITAC and the Exhibitor.
- (b) the “**Event**” refers to the 2018 International Indigenous Tourism Conference, held at TCU Place in Saskatoon, Saskatchewan on October 30, 2018 and October 31, 2018.
- (c) the “**Event Management**” refers to ITAC, its Board of Directors, employees, and any other persons appointed, delegated, or hired by ITAC to manage any or all aspects of the 2018 International Indigenous Tourism Conference (“2018 IITC”).
- (d) the “**Facility**” refers to the TCU Place located at 35 – 22<sup>nd</sup> Street East, Saskatoon, Saskatchewan.

### 2. TERMS AND CONDITIONS:

- 2.1. **General.** The International Indigenous Tourism Conference (“IITC 2018”) is a marketplace component that has an exhibitor area that is open, accessible and visually appealing to attendees. The floor plans have been designed so that all exhibit booth spaces will be convenient and equally visible to attendees. The following exposition rules and regulations will apply in order to provide each Exhibitor the opportunity to make effective use of this space without infringing the rights of other Exhibitors.
- 2.2. **Payment Terms.** The Exhibitor fees must be paid in full on or before September 14, 2017. Exhibitor that have not paid will not be permitted to set up at the event. If full payment is not made by the payment deadline date indicated on the registration website, the company will be deemed to have abandoned its exhibit booth space and will forfeit.
- 2.3. **Occupancy.** The Exhibitor occupancy at the time of the event, of the exhibit booth space rented by the Exhibitor is ‘of the essence’ of the Exhibitor Agreement. If the Exhibitor does not occupy

such space, the Event Management is authorized to occupy such space, or cause it to be occupied as the Event Management, at its sole discretion, deems best, without releasing the Exhibitor from any liability hereunder.

- 2.4. **Eligible Exhibits.** Exhibits will be limited to products or services of specific interest to 2018 IITC Registrants. Event Management reserves the right to determine the eligibility of any product for exhibition. The Exhibitor agrees that its exhibit content shall be disclosed and shall remain from day to day solely under strict compliance with these stated rules and regulations.
- 2.5. **Limitation of Liability.** The Exhibitor agrees to indemnify and hold harmless the Event Management, ITAC, facility, and city in which this exhibition is being held, and their officers, directors, agents, employees, successors, and assigns, against all claims, losses, suits, damages, judgments, expenses and costs and charges of every kind resulting from its occupancy of the exhibit booth space herein contracted for, by reason of personal injuries, death, property damage, loss, or any other cause sustained by the company, its officers, directors, agents, employees, and subletting tenants, and all third parties. The Event Management shall not be responsible for loss or damage to displays, lights, goods, equipment or machinery belonging to Exhibitor, whether resulting from criminal or terrorist acts, strikes, fire, floods, storms, acts of God, air conditioning or heating failure, theft, pilferage, mischief, mysterious disappearance, bomb threats or any other causes. All items brought to the facility are displayed at Exhibitor's own risk and should be safeguarded by the Exhibitor at all times. The Exhibitor also agrees that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Exhibitor Agreement or from negligence, active or otherwise, strict liability, violation of any applicable laws or any other alleged fault on the part of Event Management. In no event shall the Event Management be responsible for any claim for punitive, exemplary or aggravated damages, damages for loss of profits or revenue, indirect, consequential or special damages of any kind or any damages whatsoever relating to the loss of, or loss of use of, displays, lights, goods, equipment or machinery belonging to the Exhibitor. The Exhibitor further agrees that the Event Management shall not be responsible in the event of any errors or omissions in the listings in the Exhibitors' official directory and in any promotional material. The Exhibitor agrees to indemnify the Event Management against, and hold it harmless for, any claims and for all damages, costs, and expenses, including without limitation, reasonable lawyer's fees (on a substantial indemnity/solicitor-client basis) and amounts paid in settlement incurred in connection with such claims arising out of the acts (whether intentional or accidental) or negligence of the Exhibitor, its officers, directors, employees, agents, assigns, successors, contractors, subcontractors, and those for whom at the law the Exhibitor is responsible.
- 2.6. **General Rules.** The Exhibitor agrees to abide by all rules and regulations adopted by the Event Management in the best interests of the event and agrees that the Event Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the event. Event 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 opinion of the Event Management, their conduct or presentation is objectionable to the Event Management, other event participants or to the public. Exhibitors are restricted to the marketplace area and do not have access to any paid

delegate program areas, including the main conference hall, breakout session rooms and designated food & beverage areas for paid conference attendees.

- 2.7. **Primary Exhibitors.** Space shall be contracted and paid for only by the Exhibitor making application and occupying assigned space according to Exhibitor name shown on the Agreement. Only the Exhibitor name or individual shown on the Agreement will appear in printed material relating to the event– including promotions, signage and name badges.
- 2.8. **Subletting of Space.** Space contracted by the Exhibitor shall not be sublet nor shared with non-Exhibitors without the prior written permission of the Event Management.
- 2.9. **Booth Representatives.** Booth representatives shall be restricted to Exhibitor’s employees and their authorized representatives. All booths must be staffed by the Exhibitor during all open event hours with a maximum of one person at the booth at any one time.
- 2.10. **Exhibitor Conduct.** Retail sales are allowed during the course of the event. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within their booth. The distribution of any articles that interfere with the activities or obstruct access to neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or materials specifically agreed upon, may be made or processed or used or sold by Exhibitor except by written permission of the Event Management.
- 2.11. **Exhibit Space Allocation.** Booth space may be assigned by the Event Management in consideration of the following:
  - a) membership in ITAC,
  - b) Relevance of organization requesting a booth,
  - c) prior history of exhibiting, and
  - d) date application with deposit is received by Event Management.
- 2.12. **Installation and Dismantling of Exhibits.** The Exhibitor agrees to have their exhibit set-up and staffed in time for the opening of the event. The Exhibitor shall not remove any part of their display or product until the event is officially closed and failure to comply, without the express written consent of the Event Management, will result in a fine of \$100 being imposed, which will be invoiced after the event, and immediately payable. In addition, removal without consent may result in the loss of future exhibition privileges. The Exhibitor also agrees to remove their exhibit and equipment from the facility by the final move-out time. In the event of failure to do so, the Exhibitor shall be responsible for any additional costs incurred.
- 2.13. **Fire Regulations.** Fire-retardant materials must be used. No flammable fluids or substances may be used or shown in booths. No fire exits are to be blocked, and access to fire protection equipment including sprinkler control valves, fire hose stations, portable extinguishers, and fire alarm stations must not be restricted.

- 2.14. **Electrical.** All operating electrical equipment used in the exhibit must have CSA or equivalent provincial power authority approval. Power is included in the rental cost of exhibitor space.
- 2.15. **Insurance.** The Exhibitor is responsible for the placement and cost of (general and third-party liability) insurance related to its participation in the event. In addition, should the Exhibitor contract for services with “non-official event contractors”, said contractors must also provide proof of (general and third-party liability) insurance prior to being permitted entry to the facility.
- 2.16. **Liability & Damage to Property.** Neither the Event Management nor the facility will be responsible for loss or damage to displays while at the event, or while being brought into or out of the event facility. In all cases, the Exhibitor will assume responsibility for damage, howsoever caused, to property, accidents and/or injuries to Exhibitors or employees. All space is leased subject to the facility rules and regulations, and those outlined in the Exhibitors package.
- 2.17. **Lotteries/Contests.** Exhibitors shall not operate draws or lotteries without the express written permission of the Event Management. If permitted, the obligation is on the Exhibitor to ensure that it adheres to the applicable laws governing draws and/or lotteries. The Event Management reserves the right to ban objectionable premiums and novelties and to prevent the sale or distribution of any articles or products which it believes might endanger the health and safety of those attending the event.
- 2.18. **Demonstrations.** Aisles must not be obstructed at any time. Demonstrations must be conducted within the designated exhibit space. If several spectators are expected to congregate at one time, space must be left within each exhibit area in which an audience may gather. Should spectators interfere with normal traffic flow in the aisle or overflow into the aisle, the Event Management reserves the right to request that such presentations be limited or discontinued.
- 2.19. **Sound Levels.** The noise level of any demonstrations or equipment must be kept to a minimum in order not to interfere with others. The Event Management reserves the right to determine the sound level at which the noise interferes with others and may require the Exhibitor to discontinue.
- 2.20. **Food & Beverages.** Exhibitors are not permitted to serve food or beverages in their exhibit area unless expressly permitted in writing by the Event Management.
- 2.21. **Admission.** The Event Management shall have sole control over admission policies at the event at all times.
- 2.22. **Cancellation.** This Exhibitor Agreement may be cancelled by either party upon giving written notice no more than 30 days from the date of the event. If the Event Management cancels, it will refund all monies paid by the Exhibitor unless said cancellation was caused by the Exhibitor’s failure to pay the amounts due and owing in accordance with the payment schedule, in which case the Event Management will impose a cancellation fee equal to 50% of the contracted space costs. If it is the Exhibitor who has cancelled, then the Exhibitor shall pay an amount equal to

50% of the contracted space costs to the Event Management, which cancellation fee may be deducted from any deposit held by the Event Management.

- 2.23. **Exceptions.** While exceptions to these rules and regulations are not anticipated or encouraged, any such requests must be submitted to the Event Management in writing at least 30 days prior to the event. The Event Management will rule on such requests and respond in writing no later than 15 days after receipt of the request.
- 2.24. **Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of the Event Management. The Event Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
- 2.25. **Exhibit Guidelines.** Each exhibitor booth consists one 8-foot table and two chairs. All single and in-line booth back walls are restricted to 8 ft. in height and the dividers between the booths to 3 ft. in height. All sides and surfaces of exhibit (booth and signs), which are exposed to a view, must be properly finished and decorated.
- 2.26. **Photography.** No photographs or video may be shot on the event floor without written permission of the Event Management. The Event Management reserves the right to confiscate or delete images taken without permission and to ban the responsible parties from the event floor.
- 2.27. **Unpaid Space.** Any space not paid in full thirty (30) days prior to the event shall be deemed cancelled by the Exhibitor and will fall under the provisions of section 22 of this agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date below:

Per: \_\_\_\_\_

Name: [Name of Exhibitor]

Indigenous Tourism Association of Canada

By its authorized signatory:

Per: \_\_\_\_\_

Name:

Title: