



ISA Automation Expo & Conference
presented by ISA Edmonton Section
#126, 150 Chippewa Road
Sherwood Park, AB T8A 6A2
T: **587.400.2618** F: 780.449.3529
info@aecalberta.ca aecalberta.ca

EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by the Automation Expo & Conference Committee (herein known as the Committee) and agrees that the Committee shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the expo.
- b) The exhibitor agrees to observe all union contracts and labour relation agreements in force, agreements between the Committee and the official contractors serving the show facility and companies operating in the building in which the show is taking place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display, which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
- c) The exhibitor agrees to obtain, at its own expense, any licenses or permits that are required, including without limitation, from government bodies, trade or industry associations and any other third parties for the operation of its trade or business during the expo, and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- d) The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50.00 are offered, unless the exhibitor (i) satisfies the Committee that the contest is being operated in accordance to regulations and (ii) provides a letter of credit or other security satisfactory to the Committee covering the value of the prize(s).
- e) The exhibitor agrees to obey all non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees and those for whom they are responsible for obey any such regulations as outlined by the City of Edmonton bylaws.

DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the full term of the expo and to exhibit only the products described in this contract.
- b) The Committee reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of exhibitors and exhibits for the Expo & Conference, (ii) reject or prohibit exhibits or exhibitors that the Committee considers objectionable, and (iii) relocate exhibitors or exhibits when in the opinion of the committee such moves are necessary to maintain the character and/or good order of the Expo & Conference.

ASSIGNMENT AND SUBLETTING

- a) The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of the Committee, which permission may be arbitrarily withheld.

INSURANCE

- a) The exhibitor shall obtain and maintain at its own expense during the period commencing as of the move-in date and terminating on the move-out date, a policy of insurance acceptable to the Committee. The policy of insurance shall name the Committee as loss-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of the Committee, the exhibitor shall provide the Committee with a copy of such policy.

INDEMNITY

- a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against the Committee, the expo sponsors or the facility in which the expo is held, for any loss, damage or injury however it may have been caused, to the exhibitor, its officers, employees, agents or their property.

- b) The exhibitor agrees to indemnify and hold harmless the Committee, expo sponsors and the facility, their respective officers, agents and employees against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom by law are responsible, the Committee or a visitor of the expo.

EXHIBITORS PROPERTY

- a) All of the exhibitor's property at the exhibit shall be at the sole risk of the exhibitor and the Committee assumes no responsibility for loss or damage thereto.

BUILDING

- a) The exhibitor is liable for any damage they cause to the facility or to any property of the Committee, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of the Committee, its agents or any other exhibitor.

CANCELLATION AND TERMINATION

- a) This contract may only be cancelled if notice, in writing, is received by the Committee. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 90 days or less, prior to the first day of the expo, the exhibitor is liable for full payment of said space rental under this contract.
- b) In the event the exhibitor fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, the Committee reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by expo management as liquidated damages for breach of said contract and expo management may there upon rent said space. Failure to appear at the event does not release exhibitor from the responsibility for payment of the full cost of the space rented.

REMOVAL OF EXHIBITS

- a) The exhibitor agrees that no display will be dismantled or goods removed during the entire operation of the expo, but will remain intact until the end of the final closing hour of the last expo day. The exhibitor also agrees to remove its display and equipment from the exhibit site by the final move-out time limit. Failure to do so will result in the exhibitor paying for any additional costs incurred to remove said exhibit.

CANCELLATION OR CURTAILMENT OF EXPO

- a) In the event that the facility in which the expo is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of the Committee and sponsors, or if for any reason the Committee is unable to permit the exhibitor to occupy the facility or space, or if the expo is cancelled or curtailed, the Committee and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons include, but are not limited to such reasons as: casualty; explosion; fire; lightning; flood; weather; epidemic; earthquake or other Acts of God; acts of public enemies; riots or civil disturbances; strike; lockout or boycott.

NSF CHEQUES

- a) In the event that an exhibitor's cheque is returned by a bank due to insufficient funds, a \$50.00 administration fee will be charged to the exhibitor.