ISA Edmonton Section

AUTOMATION EXPO & CONFERENCE

Terms & Conditions

The ISA Edmonton Section Automation Expo & Conference will be referred to as the Organizer. Sponsors and exhibitors will be referred to as the Client.

1. The Client agrees to abide by all rules and regulations adopted by the Organizer and agrees that the Organizer shall have the complete and final decision in adopting any rule or regulation deemed necessary prior to, during and after the event.

2. The Client agrees to observe all union contracts and labour relation agreements in force, agreements between the Organizer and the official contractors serving the event, event 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 Client will not do anything directly or indirectly connected with their display, which might be in violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.

3. The Client 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 event, and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their allocated space.

4. The Client agrees to occupy the contracted exhibit space during the full term of the event and to advertise only the company named in this contract.

5. The Organizer reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Clients and exhibits for the event, (ii) reject or prohibit exhibits or Clients that the Organizer considers objectionable, and (iii) relocate Clients or exhibits when in the opinion of the Organizer such moves are necessary to maintain the character and/or good order of the event.

6. The Client shall not assign any rights under this agreement or sublet the space without the prior written permission of the Organizer, which permission may be arbitrarily withheld.

7. The Client 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 Organizer. The policy of insurance shall name the Organizer as loss-insured and insure the Client against all claims of any kind arising from or in any way connected with the Client's presence or operations at the event. Policy shall provide coverage of at least $1,000,000 for each separate occurrence. At the request of the Organizer, the Client shall provide a copy of such policy.

8. The Client accepts all risks associated with the use of the event space. The Client shall not make any claim or demand or take any legal action, whatsoever, against the Organizer, or the facility in which the event is held, for any loss, damage or injury, however it may have been caused, to the Client, anyone representing the client, or their property.

9. The Client agrees to indemnify and hold harmless the Organizer, and the facility, and anyone representing them, and anyone attending, against all claims, costs and charges of every kind resulting from their participation in the event for personal injuries, death, property damages or any other damage sustained by the Client, or anyone representing the Client.

10. All of the Client's property at the event shall be placed at the sole risk of the Client and the Organizer assumes no responsibility for loss, theft or damage thereto.

11. The Client is liable for any damage they cause to the facility, or to any property of the Organizer, its agents, or any other Client. The Client may not alter the property of the facility, the Organizer, its agents, or any other Client in any way.

12. The Client agrees that no display will be dismantled or goods removed during the entire operation of the event, but will remain intact until the end of the final closing hour of the last day of the event.

13. The Client agrees to remove its display and equipment from the facility by the final move-out time limit. Failure to do so will result in the Client paying for any additional costs incurred to remove said exhibit.

14. Client agrees to pay in accordance with the payment schedule set forth on the exhibitor registration form and/or sponsorship agreement and/or invoice. In the event that a Client's cheque is returned by a financial institution, a $50.00 administration fee will be charged.

15. This contract can be canceled if notice, in writing, is received by the Organizer. 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 event, the Client is liable for full payment.

16. In the event the Client fails to make payment as aforementioned or fails to comply in any respect with the terms of this contract, the Organizer reserves the right to cancel this contract without notice and all rights of the Client hereunder shall cease and terminate. Any payment made by the Client on account hereof will be retained by Organizer as liquidated damages for breach of said contract and Organizer has the right to resell.

17. Failure to appear at the event does not release the Client from the responsibility for payment of the full amount.

18. The Organizer has the right to cancel, alter in character or reduce in scale, modify the name, location, date, or the event itself, at any time. All parties acknowledge and agree to the following: Organizer shall not have any liability to the Client for any refund, additional expenses or charges or to make payment for any other loss or damage suffered by Client whatsoever. The Organizer, in its sole and absolute discretion, may (but shall not be obliged to) refund in part based on expenses incurred by the organizer.

19. Should the facility in which the event is to be held, or is held, is destroyed or becomes unavailable for occupancy, for reasons beyond the control of the Organizer, or if for any reason the Organizer is unable to permit the Client to occupy the facility, or if the event is canceled, curtailed or changed, the Organizer will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Client may suffer. The reasons include, but are not limited to, anything that falls under force majeure.