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## **Sinister 7 Ultra Expo Terms and Conditions**

### Application

1. Exhibitor understands that submission of the application form does NOT secure the exhibit. If accepted, Sinister Sports Inc. will send exhibitor an invoice. The Exhibit will be secured when Sinister Sports Inc. confirms they have received payment in full.
2. If there are competing businesses applying, preference will be given first to sponsors, then to local businesses, then to non-sponsoring, returning businesses.
3. Every effort will be made to accommodate space, and power requests, however Sinister Sports Inc. reserves the right to locate Exhibitors in a manner to maintain good order of Sinister 7 Ultra Expo.

### Sinister 7 Ultra Expo General Rules & Regulations

4. The Exhibitor agrees to abide by these Terms and Conditions and any other Terms and Conditions that may be adopted by Sinister Sports Inc. at any time prior to or during the Sinister 7 Ultra Expo hours.
5. The Exhibitor agrees that an application submission, acceptance, and holding an Exhibit in the Sinister 7 Ultra Expo does not provide the rights to Sinister 7 Ultra name, logo or identifying characteristics on their products, advertising, signage or other promotional material or products.
6. All walkways must be clear of Exhibits, interviews, demonstrations, signage and distribution of literature.
7. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which 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 Sinister 7 Ultra 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.
8. All combustible exhibit and display materials must be flame proofed. Explosive materials are NOT allowed on the premises.
9. All rules, regulations and codes pertaining to public buildings, liquor, food, health, fire, city ordinates, safety and electrical, both provincial and municipal, must be adhered to.
10. Use of audiovisual equipment will be permitted only where appropriate to the display, provided sound is maintained at not more than "conversation" level. Sinister Sports Inc. reserves the right to restrict the Exhibitor's use of sound and other devices, which may interfere with the best interests of Sinister 7 Ultra Expo and Sinister 7 Ultra.
11. No damage of any nature may be done to the booth structures or any part of the grounds or building. The Exhibitor agrees that they will be solely responsible for all damages.
12. Sinister Sports Inc. reserves the right to photograph and/or videotape the event, and images of Sinister 7 Ultra Expo may be reproduce for future promotional purposes without compensation to the Exhibitor.
13. The Exhibitor shall maintain its display during show hours, however the Exhibitor reserves the right to choose hours that a responsible individual or individuals are present at the exhibit.

14. Exhibitor booths will be kept tidy and excess storage bins or materials will be stored out of site.
15. Sinister Sports Inc. shall have full power in the interpretation and enforcement of all Rules and Regulations and the power to make such amendments and additional rules and regulations as considered necessary for the proper conduct of Sinister 7 Ultra Expo including booth placement.
16. The Exhibitor agrees to remove all booth related material within the timeframe set by the Sinister Sports Inc. OR the exhibitor agrees to pay any costs and fees associated to the noncompliance, including, but not limited to facility rentals.
17. Food vendors must list all types of food served when applying for a booth, and the booth will be subject to inspection by Alberta Health Services.

#### Zero Tolerance

18. Any harassment, abuse or disrespect from an exhibitor towards Sinister Sports Inc., staff, volunteers, staff, other exhibitors, or consumers will not be tolerated, and may include removal from the show/premises without compensation or refund of any and all fees and charges if deemed necessary.

#### Insurance

19. The Exhibitor shall obtain and maintain insurance at its own expense during the period commencing on the first move-in date and terminating on the last move-out date.

#### Waiver of Liability and Indemnity

20. The Exhibitor agrees that it will be solely responsible for any and all damages or losses (whether direct, indirect, general, special, consequential or otherwise) which may occur to the Exhibitor, its agents, employees, or visitors to its exhibit and their goods, materials, no matter how caused. YOU MUST INSURE YOUR OWN GOODS AND LIABILITY.
21. Sinister Sports Inc. will NOT be held liable for any loss, damage or injury, howsoever caused to The Exhibitor, its employees or agents or their property. The Exhibitor agrees to indemnify, defend and hold harmless, Sinister Sports Inc., Sinister 7 Ultra sponsors, Sinister 7 Ultra Expo facility owners and all of their employees, directors and agents against all claims, costs and charges of any kind resulting from occupancy of the exhibit space or its environment, including but not limited to, any personal injury, death, property damages or any other damages sustained by the Exhibitor, its employees, or visitors to the Sinister 7 Ultra Expo.
22. Exhibitor is liable for any damage caused to standard booth equipment, or to any other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesive or other coating to standard booth equipment.

#### Cancellation Policy and Refunds

23. Cancellation of space by the exhibitor must be made in writing and received by Sinister Sports Inc. no later than 30 days prior to the event date. All cancellations are subject to a non-refundable \$25.00 cancellation fee. Any cancellations after the 30 day time frame may be subject to larger fees up to a maximum of the booth rental. Sinister Sports Inc. reserves the right to cancel the event within 14 days notice to the exhibitor.
24. In the event that Sinister 7 Ultra must be cancelled due to fire, the elements, or if any circumstances whatsoever should occur which might make it impossible or difficult for

Sinister Sports Inc. to hold the event and the Sinister 7 Ultra Expo is cancelled, the Exhibitor will not receive a refund and Sinister Sports Inc. will be in no way responsible for any claim or damage, which might arise in consequence thereof.

#### Assignment and Co-Space

25. No exhibitor shall (without the written consent of Sinister Sports Inc.), share their booth space with any other exhibitor or person, or assign, sublet or apportion the whole or part of the space assigned to any other exhibitor or person. The exhibitor remains fully responsible and liable under its contract for all activities of any person occupying or using its space. The exhibitor shall not, without the written consent of Sinister Sports Inc., represent any other firm, corporation or individual, or advertise, distribute literature concerning, or offer for sale, the product of any other firm, corporation or individual, except as specified in its contract for space. Exhibitors wishing to share booth space must get written consent from Sinister Sports Inc. The Exhibitor agrees to conduct any transactions that would be in violation of any laws, bylaws, ordinances or regulations of government or of any regulatory body.
26. The Exhibitor agrees to have the Exhibit in tact during the full term of the Sinister 7 Ultra Expo. The Exhibitor agrees to be in position from Friday, August 3, at 12:00 pm until Sunday, August 5, at 6:00 pm. Exhibitor may do what is necessary to protect merchandise, product and other assets when not present.
27. Sinister Sports Inc. reserves the right to grant or decline early departure requests as it sees fit for the maintenance and good order of Sinister 7 Ultra Expo.
28. It is the right of Sinister Sports Inc. to relocate Exhibitors and Exhibits to maintain the character and/or good order of Sinister 7 Ultra Expo.
29. Sinister Sports Inc. retains the right to restrict, exclude or evict exhibitors or exhibits, which, because of their method of operation, become objectionable or in the opinion of Sinister Sports Inc. detract from the general character of the Sinister 7 Ultra Expo and Sinister 7 Ultra, or if it fails to comply with any of these terms and conditions. This includes persons, things, printed matter, products, or anything else Sinister Sports Inc. judges to be objectionable. In the event that the above mentioned becomes necessary, Sinister Sports Inc. will retain the rent paid as liquidated damages for breach of this agreement.

#### Demonstrations & Sampling

30. Sampling, demonstrations and the distribution of information must be done within the confines of your exhibit area and in such a manner that the walkways are not blocked or the flow of traffic restricted. All other circulations and occurrence will be considered retail or concession.
31. Serving tables and demonstration areas must be set back from the front of your booth. If samplers or demonstration audience interferes with neighboring exhibitors, the opportunity to sample & demonstrate products can be limited or withdrawn by Sinister Sports Inc.
32. Sinister Sports Inc. must approve all exhibits, all health testing, all promotional draws/prizes, contesting, all retail sales and all events taking place in the booth.

#### Arbitration

33. Except as may be otherwise agreed to in the agreement, the parties agree that any dispute between them which arises from or is in any way related to this agreement,

including all forms of relief or remedies claimed, will be settled by a single arbitrator pursuant to the Arbitration Act of Alberta. The arbitration will be conducted in accordance with the Arbitration Rules of the Alberta Arbitration and Mediation Society. The place of the arbitration shall be determined based on the location of Sinister Sports Inc. and the exhibitor.

34. This Contract will be governed by the Laws of the Province of Alberta. The Exhibitor hereby attorns to the jurisdiction of the courts of the Province of Alberta.