

REAL ESTATE AGENT CAREER DAY

SPACE AGREEMENT & CONTRACT

The following agreement will serve as both your application and your contract:

- Please read all of the rules and regulations on the following pages**
- Fill out the Application / Contract completely.
- Sign the contract to validate your agreement with Career Day Events Inc.
- Keep a copy for your records.
- BOOTH SPACE WILL NOT BE HELD WITHOUT FULL PAYMENT.**

BOOTH ALLOCATION

Booth space will only be allocated once your signed Application/Contract and payment has been received. Booth spaces will be allocated on a first come first served basis.

CONFIRMATION STATEMENT

- ✓ **100% Non-refundable payment is due with the Contract/Application.**
- ✓ Confirmation in the form of an invoice or account statement will be emailed.
- ✓ Career Day Events Inc. reserves the right to make any necessary modifications to the floor plan or traffic flow.

TERMS AND CONDITIONS

1. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Event, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the event, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the event.
- b) The Exhibitor agrees to abide by all rules and regulations governing the event established from time to time by Career Day Events Inc. (CDE).
- c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between CDE and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the event is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the event and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the event unless (i) the Exhibitor satisfies CDE that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of CDE is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the event of any music, materials, devices, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of CDE. The Exhibitor agrees to indemnify and save harmless CDE and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during event hours and to promote or advertise only their services described in this license agreement.

2. CDE RIGHTS

- a) CDE reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the event; (ii) reject or prohibit exhibits, Exhibitors or promotional activities that CDE considers objectionable, inappropriate, disruptive or dangerous to CDE, other Exhibitors or event attendees; (iii) change or modify the layout of the event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the event due to an event of force majeure; or (v) change the date, location and duration of the event; without any liability to CDE.
- b) CDE shall have the right to establish and amend or modify any regulations governing use of the facility and the event.

3. ASSIGNMENT AND SUBLETTING

The Exhibitors shall not assign any rights or sublet space; CDE must give permission and approve each exhibitors space

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless CDE and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the event, and (iv) personal injuries, death, property damages or any other damage sustained by the Exhibitor, CDE, the facility, event sponsors or a visitor to the event and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to CDE for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name CDE as additional 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. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of CDE, the Exhibitor shall provide CDE with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against CDE, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
- c) Neither CDE nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a) The Exhibitor will be supplied with one 8 foot table including a table cloth. CDE recommends a simple booth setup including pop-up banners or a backdrop behind the exhibitors table. Back drapes may be provided depending on booth location. Your booth materials must fit within your table space allocated, and not inhibit neighboring booths. Professional signage only - no handwritten signs. One-sided signage preferred as not to extend into neighboring booths.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the event, but will remain intact until the end of the final closing hour. The Exhibitor also agrees to remove its display and equipment from the event site by the end of the event, and in the event of a failure to do so, or failure to return the allocated space to the same condition as prior to the event, the Exhibitor agrees to pay for any additional costs and expenses incurred by CDE.

7. CANCELLATION AND TERMINATION

- a) The exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to CDE. All deposits/payments received by CDE up to the date of notice of cancellation or downsize are non-refundable and non-transferable.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to CDE shall be deemed earned by CDE and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, CDE shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as CDE deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the event.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling CDE to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to CDE to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

In the event that (i) the facility in which the event is to be held is destroyed or becomes unavailable for occupancy or (ii) CDE is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the event is cancelled or curtailed, for any reasons beyond the control of CDE, including but not limited to, 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, CDE will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by CDE of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the event is held.
- d) If an event guide is produced for the event, CDE is not responsible for any errors or omissions in the event guide.