

OAHI EXHIBITION HALL TERMS and CONDITIONS

WHEREAS upon completion of the Registration Form (“Agreement”), the Agreement will become a binding contract between the Ontario Association of Home Inspectors (“OAHI”) and the entity identified as the applicant company (“Exhibitor”) to use space at the conference (“Conference”) based on the terms and conditions herein.

APPLICATION

1. The Exhibitor must complete the Registration Form in full and submit it to OAHI for consideration. Full payment is due at the time of the online registration. It is the responsibility of the Exhibitor to fulfill all the requirements of the Registration Form. The Exhibitor will be notified if its application has been accepted, and a Conference Package will then follow. If the application is not accepted, a full refund will be provided.

BOOTH

2. Booth allocation is determined by availability and eligibility. The Exhibitor acknowledges that OAHI may not be able to assign the specific booth that the Exhibitor has requested.
3. Booth construction and signage must be exhibited in accordance to the rules and regulations governing the Conference, established from time to time by OAHI.
4. The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Conference, but that they will remain intact until the end of the final closing hour on the last Conference day.
5. The Exhibitor also agrees to remove its display and equipment from the Conference site by the final move-out day and, in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by OAHI.

SOLICITING

6. Soliciting of business shall not be permitted in other Exhibitors’ booths or at any building entrance/exit unless the area is designated for this purpose by OAHI. Exhibitors are not permitted to solicit patrons while they are standing in the licensed area or at another Exhibitor’s booth, conducting business or speaking with another Exhibitor. Exhibitors must conduct their business in a neat, orderly manner and in such a way as not to be in conflict with other Exhibitors.

OAHI RIGHTS

7. OAHI reserves the right, in its sole and unfettered discretion, to:
 - a) determine the eligibility of Exhibitors and exhibits for the Conference;
 - b) reject or prohibit products, services or exhibits or Exhibitors which OAHI considers objectionable, not in compliance with applicable law or regulation, inappropriate, disruptive or offensive to OAHI, other Exhibitors or Conference attendees – all Exhibitors must be interested in furthering the OAHI's purposes;

- c) change or modify the layout of the Conference and/or relocate exhibits or Exhibitors;
- d) cancel, in whole or in part, the Conference due to an event of force majeure; or,
- e) change the date, location and duration of the Conference;

without any liability to OAHl.

- 8. In the event the OAHl exercises any such rights, the Exhibitor hereby releases and forever discharges the OAHl from and against any damages, causes of action, claims or demands whatsoever which the Exhibitor, the Exhibitor's successors and assigns and anyone claiming through or under the Exhibitor may have by reason of the OAHl's exercise of such right.
- 9. OAHl shall have the right to establish and amend or modify any regulations governing use of the facility and the Conference.

EXHIBITOR COVENANTS

- 10. The Exhibitor agrees to:
 - a) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Conference;
 - b) 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 Conference; and
 - c) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Conference.
- 11. The Exhibitor agrees to abide by all rules and regulations governing the Conference established, from time to time, by OAHl.
- 12. The Exhibitor agrees to observe, to the extent applicable and to the extent communicated to the Exhibitor, all union contracts and labour relations agreements in force (i) between OAHl and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Conference is taking place.
- 13. The Exhibitor agrees to obtain, at its own expense, any licences or permits which are required for the operation of its trade or business during the term of the Conference 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.
- 14. The Exhibitor acknowledges and agrees that OAHl has no responsibility to assess the legality or regulatory compliance of any of the products or services exhibited at the Conference. The Exhibitor represents, warrants and covenants that it has all necessary rights to market the products exhibited at the Conference in Canada and that the sale, marketing and exhibiting of such products and services is in compliance with applicable law.

15. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Conference unless (i) the Exhibitor satisfies OAHl that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of OAHl is obtained.
16. The playing, performing, reproduction, broadcasting or other use at the Conference of any music, materials, devices, processes and dramatic rights ("work") 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 OAHl. The Exhibitor agrees to indemnify and save harmless OAHl 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 on a full indemnity basis) 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.
17. The Exhibitor agrees to occupy the contracted exhibit space during Conference hours and to promote and/or advertise only the products and services described in this Agreement.

ASSIGNMENT AND SUBLETTING

18. The Exhibitor shall not assign any rights or sublet space under this Agreement without the prior written permission of OAHl, which permission may be withheld in OAHl's sole discretion.

INDEMNIFICATION AND LIMITATION OF LIABILITY

19. The Exhibitor agrees to indemnify and hold harmless OAHl, all members of the Conference organizing committee (if any) and the facility, their respective officers, directors, agents, representatives, employees and estates against all claims, losses, liability, damages (including legal fees and expenses on a full indemnity basis), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Conference, (iii) the Exhibitor's breach of this Agreement and personal injuries, death, property damages or any loss or other damage sustained by the Exhibitor, OAHl, the facility, Conference sponsors or a visitor to the Conference and their respective successors, estates, directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law arising in connection with this Agreement.
20. In no event, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory (even if advised of the possibility of those damages) shall OAHl or its suppliers, facility or subcontractors have: (a) total cumulative liability for damages, expenses, costs, liability or losses (collectively, "damages") arising out of or in connection with this agreement in excess of the total aggregate amounts paid by the Exhibitor to OAHl pursuant to this Agreement, and (b) any liability for any indirect, incidental, special, or consequential damages whatsoever arising out of or in connection with this agreement, including lost profits, anticipated or lost revenue or any other commercial or economic loss.

LIABILITY AND INSURANCE

21. The Exhibitor shall obtain and maintain at its own expense a workers' compensation and employer liability insurance covering all of its employees and representatives and a comprehensive general liability and all risk property insurance policy acceptable to OAHl for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name OAHl 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 Conference. The policy shall provide coverage as per OAHl policy for each separate occurrence. At the request of the OAHl, the Exhibitor shall provide OAHl with a copy of such policy.
22. 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.
23. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against OAHl, the Conference sponsors or the facility in which the Conference is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.
24. Neither OAHl 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.

CANCELLATION AND TERMINATION

25. The Exhibitor shall have the right to cancel this Agreement by notice in writing to be delivered to OAHl no later than forty-five (45) days preceding the opening date of the Conference. All deposits received by OAHl up to the date of notice of cancellation are non-refundable and non-transferable.
26. In the event that the Exhibitor (i) notifies OAHl less than forty-five (45) days preceding the opening date of the Conference that it wishes to cancel this Agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Conference; OAHl reserves the right to (i) cancel this Agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (ii) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this Agreement; (iii) re-rent the said space; and (iv) bring action against the Exhibitor for payment of the full cost of the space originally licensed from OAHl.
27. If the Exhibitor violates or breaches any other term or condition of this Agreement, all payments made by the Exhibitor and all amounts due to OAHl shall be deemed earned by OAHl and all deposits received shall be non-refundable and non-transferable.
28. In the event of any violation or breach of the terms and conditions of this Agreement, OAHl shall have the right to immediately terminate this Agreement and occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as OAHl 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 Agreement as a result of the use of or payment for the space by another exhibitor in the Conference.

29. Each covenant by the Exhibitor contained herein is material and of the essence of this Agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire Agreement entitling OAHl to immediately and without notice terminate this Agreement and 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 OAHl to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

FORCE MAJEURE

30. In the event that (i) the facility in which the Conference is to be held or is held is destroyed or otherwise becomes unavailable for occupancy or (ii) OAHl is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Conference is cancelled or curtailed, for any reasons beyond the control of OAHl, 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, OAHl 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.

MISCELLANEOUS

31. Waiver by OAHl of any breach of any term or provision of this Agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege.
32. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue in full force and effect.
33. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by each of the parties hereto.
34. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario.
35. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter herein.