

TERMS AND CONDITIONS

1. Exhibitor and Vendor Booths

Booth space in the Marketplace is on a first-come, first-served basis. Booth space will be placed on a tentative hold upon receipt of a completed application. Booths are not guaranteed until full payment is received.

2. Exhibitor Services and Information

All confirmed exhibitors and vendors will have access to an Exhibitor Services and Information package at least one month in advance of the conference, which includes set-up schedules and procedures. Order forms for additional exhibitor services offered by our Marketplace rentals vendor will also be provided upon acceptance of the application.

3. Refunds and Cancellation

If an exhibitor or vendor whose application has been processed and accepted wishes to cancel, our policy is as follows:

Prior to April 15 2024	full refund minus \$100 administration fee
Between April 15 and June 15, 2024	50% refund
After June 15, 2024	no refund

4. Exhibitor Agreement

The Exhibitor agrees to abide by all rules and regulations adopted by the S'TENISTOLW Conference (the Organizer) and host: Camosun College (the Host) and agrees that the Organizer shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the conference.

5. Assignment and Subletting

The Exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of the Organizer; such permission may be withheld without giving any reason.

6. Insurance

a) Each Exhibitor exhibits at its own risk.

The Exhibitor is responsible for and shall indemnify the Organizer, and the Host, in respect of all claims, (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's Booth and anything permitted, omitted or done during the period of the Exhibition or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of activity or other article or thing of the Exhibitor or in the possession or use of the Exhibitor.

b) The Organizer will take such precautions as it may consider appropriate for the proper running of the conference but will not at any time be responsible for the loss of, or damage to, or safety of any stand, exhibit, materials, or other property of an Exhibitor or any other person under any circumstances. Exhibitors are required to carry their own liability insurance against all relevant risks. The Exhibitor must hold:

- a. A Commercial General Liability Policy including products and completed operations coverage of not less than \$2,000,000, which names both the Organizer and the Host as additional insured; and

- b. A certificate of the insurer evidencing such insurance coverage shall be provided to the Organizer no later than two weeks prior to the conference (August 20, 2024).

7. Indemnification

The Exhibitor will indemnify and save harmless the Organizer and the Host from any and all losses, damages, costs, expenses, or liabilities arising from the occupation or use of the space by the Exhibitor including, without limiting the generality of the foregoing, any claims arising from any injury or damage to any delegate or any member of the public on the premises or caused to the building/s, the owner thereof, its servants, agents and employees and any claims arising from any injury damage to the Exhibitor, its agents, servants or employees, or to the property of the Exhibitor, all only to the extent that such losses, damages, costs, expenses or liabilities resulting from the negligence or breach of the contract of the Exhibitor or those for whom the Exhibitor is responsible at law. The Exhibitor shall place, maintain, and pay for Commercial General Liability coverage insurance in the amount specified above: 6b-a.

8. Removal of Exhibits

The Exhibitor agrees no display will be dismantled or goods removed during the entire run of the S'TENISTOLW Conference, but will remain intact until the end of the final closing hour of the last conference day. The Exhibitor also agrees to remove its display and the equipment from the site by the final move-out time limit, or in the event of failure to do so, the Exhibitor agrees to pay for such additional cost as may be incurred.

9. Cancellation or Delay of Conference

If the location in which the conference is to be held becomes unavailable for occupancy, for reasons beyond the reasonable control of the Organizer and sponsors, or if for any reason the Organizer is unable to permit the Exhibitor to occupy the facility or the space, or if the conference is canceled, the Organizer and the Host 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 listed include but are not limited to, such reasons as casualty, explosion, fire, lightning, flood, weather, epidemic/pandemic, earthquake, or other perils, natural disasters, or another force majeure event.

10. Governing Law and Jurisdiction

This agreement shall be governed and construed in accordance with the laws of British Columbia, Canada, and the parties agree to submit to the jurisdiction.

11. Right of Refusal

The Organizer reserves the right to refuse any application.