

TERMS OF AGREEMENT

1. The Exhibitor agrees to abide by all rules and regulations adopted by NEM and that NEM will have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
2. The Exhibitor agrees to use the space(s) provided only for the display of the products or services specified in this agreement and agrees not to sublet the space(s) unless written NEM provides authorization.
3. The appropriate Hydro authorities prior to the Show must approve all electrical equipment or apparatus used unless such equipment or apparatus has been given C.S.A. certification. The Exhibitor agrees to abide by any decision made by the Hydro authority in the event of any dispute. Equipment not approved may be required to be removed from the Show.
4. The Exhibitor will hold NEM and the owners of the buildings and grounds harmless from any damage or liability arising from any injury or damage to said Exhibitor, his agents, servants or employees, or to the property of the said Exhibitor occurring in the buildings or grounds or the approaches and entrances thereto, except by negligence of NEM.
5. The Exhibitor will have the right to cancel his reservation for space up to 60 days before the opening of the show in which case he will forfeit the deposit payment. Should the Exhibitor cancel his reservation for space within 60 days of the Show, he will be liable for the total amount of the payment. All cancellations must be confirmed to NEM in writing, and the effective date will be the date the notification is received. On notification of cancellation, NEM will be free to relet the space(s).
6. In the event the Exhibitor fails to remit the outstanding balance due to NEM 60 days prior to the opening of the Show, he will forfeit the deposit payment and NEM will be free to relet the space(s).
7. In the event the Exhibitor fails to register by the deadline established for the Show without prior written authorization, NEM reserves the right to relet such space(s) and any payments received will be deemed as liquidated damages and retained.
8. In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all rights of the Exhibitor hereunder will cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by NEM as liquidated damages for breach of this contract and NEM may thereupon relet the space.
9. NEM reserves the right to reject or prohibit exhibits or Exhibitors or to relocate Exhibitors when in NEM's opinion such moves are necessary to maintain the character and/or good order of the Show. No monies will be returned to Exhibitors under these conditions.
10. The Exhibitor's property will be placed on display and exhibited at his risk and NEM assumes no responsibility for loss and damage thereto. The Exhibitor will assume all responsibility for loss of damage to his property due to fire, theft, flood, lightning, earthquake, explosion, or any other cause beyond the control of NEM.
11. The Exhibitor agrees to have liability and property damage and insurance to limits satisfactory to NEM.
12. The Exhibitor agrees that no display will be dismantled or goods removed during the Show and the display will remain intact until the closing hour of the last day of the Show.
13. In the event the building should be destroyed by fire or the elements or if any circumstances whatsoever should occur which might make it impossible for NEM to permit Exhibitors to occupy the premises or if the Show is cancelled, the Exhibitor will pay for space only for the period the space was or could have been occupied by the Exhibitor, and NEM in no way, will be responsible for claims or damage which might arise in consequences thereof. A refund of all monies received from the Exhibitor will be made by NEM in the event of the Show not being held and NEM will be released from any and all claims for damages or otherwise.
14. The Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property.
15. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between NEM and official contractors serving the building and/or companies operating on the grounds in which the building is located.
16. The Exhibitor agrees to maintain qualified personnel in the display at all times during show hours.