

PSYCHIC SHOWS 2009/2010

Terms and Conditions

JAM EXPO Inc. - The organizer of the Expo will be referred to as Expo Management. The company or individual named on the contract shall be referred to as the Exhibitor. The exhibitor assumes all responsibility for its property, including any and all loss, theft, or damage to Exhibitor's displays, equipment and other property while on the premises of "Event Venue" and here by waives any demand or claim it may have against the "Event Venue", Expo Management, all service contractors, including its staff members and officers. All property will remain under the custody and control of the Exhibitor whether in transit to and from the venue of the particular event, within the confines of its booth space. In addition the Exhibitor agrees to defend, if requested, indemnify and hold harmless Expo Management, Event Venue, all service contractors and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, claims, damages, suits, costs and expenses, including without limitation legal fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents. Exhibitors will carry Worker's Compensation Insurance in compliance with provincial laws covering all of the Exhibitor's employees, contractors or agents engaged in the performance of any work for the Exhibitor.

1. Allocation of Space + Deadlines

Applications will be processed on a first-come, first-served basis. Whenever possible, space assignments will be made in keeping with exhibitor preferences. Jam Expo Inc. reserves the right to make final determination of space assignments. Relocation of exhibit space will be in the overall best interest of the show and is at the sole discretion of Expo Management. Exhibit spaces will be assigned to the exhibitors based on availability at the time of booking with the understanding that Expo Management does not warrant, guarantee or make any promises regarding expected traffic flow in any area of the show.

2. Subletting and Sharing of Space

Exhibiting companies may not assign another company to exhibit or sublet or share their exhibit space with another business unless approval has been obtained in writing from Expo Management. Should an exhibiting firm require the use of another business's goods or services to operate its exhibit, identification of the goods or service is limited to the usual and regular branding, nameplates or imprint of trademark.

3. Insurance + Liability

Each Exhibitor shall carry liability coverage including premises, operations, contractual, personal injury and property damage liability. The Exhibitor is liable for any damage caused to the building or to standard booth equipment, or to other Exhibitors property.

4. Exhibit Space Rental Payment + Cancellation Policy

Exhibit Spaces will be confirmed only after full payment is received (ie credit card charged or cheque deposited successfully) on a first come first serve. Expo Management can only guarantee the availability of the location specified within the contract form, once the payment is made fully and successfully. Cancellation of Exhibit Space must be received in writing within 48 hours of the faxed contract form at which time all but 10% of the fees will be refunded. No cancellation of exhibit space will be accepted after 48 hours of the faxing the completed form.

5. Size & Structure + Appearance of Exhibit Space

Construction of Exhibits shall comply with the exhibit booth regulations found in the Exhibitor Kit/Manual. Over height and Over-size exhibits must be pre-approved in writing by Expo Management. Carpeting is the responsibility of the Exhibitor. No exhibits will be permitted which interfere with the use of other exhibit space or impede access to them or impede the free use of the aisle. The exterior of any display structure facing a side aisle, or adjacent to exhibitors booth must be suitably decorated at the exhibitors expense. The Exhibitor must keep the Exhibit space in a clean and orderly state throughout the duration of the show. No cleaning services are included in the Exhibit space fee.

6. Conduct + Operation of Exhibit

Exhibitors must remain within their own exhibit space in demonstrating products, distributing literature, product samples or other

materials. Other areas including the show floor, aisles and any other areas of the "Event Venue", both inside and on the exterior property, may not be used for these purposes. Exhibit personnel are required to confine their activities within the exhibit space. Exhibit personnel must be properly and modestly attired. Expo Management retains the right to remove any Exhibitor personnel found to be conducting themselves in a manner deemed inappropriate. The distribution of advertising or promotional material, which is deemed inappropriate for the show, is not permitted. Expo Management will terminate any Exhibitor selling a product or service, which is deemed deceptive or objectionable. The Exhibiting Company must have an Exhibit representative present at all times within the booth during show hours. The Exhibit space must remain operational at all times during show hours from the start till the end of the show. Exhibitors shall not distribute materials, extend invitations, hold hospitality events, call meetings, or otherwise encourage absence of visitors from the show floor during the operating hours of the show. Exhibit personnel will not be permitted to enter the "Event Venue" earlier than the time specified in the setup guide and likewise will not be permitted to remain within the "Event Venue" more than the time allocated in the setup guide, with the exception of the closing day of the event - additional hours can be used up for wrapping up. It may be necessary for neighboring Exhibits or Expo Management to access utility connections in an Exhibitor's booth. The Exhibitor agrees to permit such access, which may include the placement of piping, ramping, conduit, cable, etc. Each Exhibitor is charged with the knowledge of all laws, ordinances and regulations pertaining to fire prevention, public safety, and health, including the health regulations, while participating in the Expo, compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor.

7. Sampling Food Regulations

All exhibitors who wish to prepare or cook food within their exhibit space may do so with advance approval of the The Venue management and the Expo management. Exhibitors are responsible for their own hygiene and clean up and they must install their own sink in their exhibit space. In addition, all exhibitors preparing or cooking food within their exhibit space must apply for a Health Permit from the Regional Health Board (within 14 days of show time). A copy of the permit must be submitted to Expo Management one week prior to the show. The Health Inspector have the right to shut down any exhibit where food preparation is being conducted without a Health Permit, failure to abide by the rules and regulations of that permit or not having appropriate access to a sink.

8. Sound, Noise, Music, Lighting + Odors

Videos related to an exhibitor's product will be permitted, provided the projection equipment and screen are located in the back third of the booth. Sound will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems, including microphones, will be permitted if not turned louder than conversational level and if not objectionable to neighboring exhibitors. Any exhibitor using music shall not violate any copyright, trademark, or other similar laws and shall comply with all copyright restrictions. No loud or obtrusive activities will be permitted during show hours. This includes the operations of any item, which may cause vibration, smoke, and excessive noise or produces objectionable odors or glaring lights.

9. Exhibitor Badges

Exhibitor badges will only be provided to the companies exhibiting. Exhibitor Badges are for the sole use of persons staffing the Exhibitor's booth and will be required for entry via the Exhibitor's entrance. The clear view of the Exhibitor badge must not be obstructed.

10. Sampling + Sale of Products

Free sampling, trial products and selling of packaged goods/food will be permitted from within the exhibit space but will be subject to the regulation of The Venue and local health authority.

11. Official Show Guide

Complimentary listing of the exhibitor details can not be guaranteed and Expo Management assumes no responsibility for any print errors or omissions within the Official Show Guide - the Program Guide.

12. Installing + Removing of Exhibit

Exhibitors must adhere to the set up time as outlined in the Exhibitor Manual, unless prior arrangement has been made in writing with Expo Management. All installations must be complete prior to show opening. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show hours without written consent from Expo Management. No deliveries may be made during show hours. No exhibit shall be dismantled in any way prior to show closing. The deadline for removal of Exhibits is no later than 3 hours after the closing time on the last day of the show. At that time, all exhibitor displays or materials left on the show floor will be packed and shipped at the discretion of the official service contractor, and all charges applied to the Exhibitor, and without liability for loss, damage or theft. Storage of packing crates and materials is not permitted within the Exhibit space during the show. Storage areas will be provided for properly marked materials. It is the Exhibitor's responsibility to properly identify and mark its crates and then place in the storage areas. No storage of any kind is allowed behind the back drapes or in any area not designated for storage.

13. Failure to hold the show

If the show is cancelled by the show organizer prior to the event scheduled date, (show is not held for any reason that is in control of the show organizer), 50% of the exhibit space fees or deposits already made will be returned to exhibitors, otherwise it will be on a pro-rated basis after all related show expenses incurred by Expo Management up to the date of cancellation have been met. Exhibitors will not be reimbursed if the show is cancelled, postponed, curtailed or abandoned due to acts of terrorism or war, civil disobedience, sabotage, strike, lockouts, acts of God, inclement weather, or any circumstance beyond the control of Expo Management. Exhibitors will not be reimbursed if there are less than expected number of visitors attending the show or cancellation of event programs due to any circumstances.

Expo Management does not warrant, guarantee or make any promises regarding expected traffic flow in any specific area of the show or to the entire show, under any circumstances.

14. Floor Plan and Exhibit Space Allocation

Expo Management reserves the right to make changes, amendments, additions, deletions to the exhibit space assignments and the floor plan at any time and all changes made shall be binding on the exhibitor.

15. Expo Managements' right to make changes

Expo Management reserves the right to make changes, amendments and additions to these rules and regulations at any time and all changes, amendments and additions so made shall be binding on the exhibitor. Any matters not covered herein are subject to decision by Expo Management.

16. Applicable Law

When signed by the parties, this application for space constitutes a binding contract enforceable under the laws of the Province of British Columbia. Should a court of competent jurisdiction herein find any provision invalid, such invalidation shall not affect the terms of this contract.

17. Terms and Conditions

The Exhibitor shall undertake to adhere to the general "Terms and Conditions" as set out in this application, and to any special regulations which may be issued by the Expo Management.