

# South Asian Festival Booth Contract

May 16th & 17th 2009

Company Name :

Primary Contract :

Address :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bus Tel (1) :

Date :

Bus Tel (1) :

Cell :

Sales Rep :

Fax :

Booth Location (Schedule A) :

**'Regular' Booth Size**

100 Sq Feet (10 x 10) \$ 750.00

200 Sq Feet (20 x 10) \$1400.00

300 Sq Feet (30 x 10) \$2050.00

400 Sq Feet (40 x 10) \$2700.00

500 Sq Feet (50 x 10) \$3350.00

**'Food' Booth Size**

150 Sq Feet (10 x 15) \$ 1500.00

300 Sq Feet (10 x 30) \$ 3000.00

**'Premium' Booth Size**

100 Sq Feet (10 x 10) \$1000.00

200 Sq Feet (10 x 10) \$2000.00

**'Corner Premium' Booth Size**

100 Sq Feet (10 x 10) \$1100.00

200 Sq Feet (10 x 10) \$2200.00

**'Sponsor' Booth Size**

100 Sq Feet (10 x 10) \$1500.00

**Additional Services and Requests**

Additional Electrical Outlets :   
 (1 Outlet Provided)

Outlet Specifications :   
 (Volts/Amps/Phase)

Telecom :   
 (Tel., Fax, Credit Card, Internet)

Special Requests :

**South Asian Festival**, here in after called Licensor, shall grant the customer here in after called the Licensee, the right to use the area know as Trade Booths at the International Centre, 6900 Airport Road, shown outlined in Red in schedule "B", at the event

to be held on the 16th & 17th 2009 for the cost of  plus GST  per  sq feet.

Additional services requested by Licensee shall be charged separately and is subject to available. Rules and Regulations attached here to as schedule "A", "B" and "C" are accepted by the licensee and shall be incorporated as part of this agreement and the licensee agrees to be bound to its entirety.

**Make Cheques Payable to 'Global Media Marketing'.**

Advance Paid \$ \_\_\_\_\_ Date \_\_\_\_\_ 2009

Customer (Licensee) Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Licensor Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE "B"**  
**General Exhibitors Agreement May 16<sup>th</sup> & 17<sup>th</sup>, 2009 – Hall #3A and 5**



South Asian Festival has obtained the rights to permit General Vendors from the International Centre under the following terms and conditions stated as follows:

1. No alcohol or Food is permitted.
2. No dumping of any items brought in by the vendor is allowed, vendors will be charged for removal and disposal of any material left over.
3. Electrical outlets provided in the booth will only supply 12 amps, 120 Volts, 1500 Watts. For example, 1 cash register and 1 light connection can be plugged in. As different electrical units have different Electrical requirements in terms of power, please make sure the power usage of your unit's falls within the above requirements. Additional 12 amps, 120 Volts 1500 Watts circuits would cost \$100.00 and must be ordered no later April 30<sup>th</sup>, 2009. After April 30<sup>th</sup> the electrical requirements must be booked with international centre directly.
4. Maximum number of passes and staff per day, allowed per booth would be 4. Passes will not be re-issued if vendor passes are lost or missing. Event tickets will have to be bought.
5. All communication regarding booths must be directed to the sales executives.
6. No exhibitor's things would be allowed outside of the booth areas. Any materials in the aisles would be removed by security. Maximum Height of 8 Ft can be used for booth setup on the back wall of the booth. The maximum of 4 FT in height can be used on the sides of the booths. A table and 2 chairs would be provided in each booth. Additional Chairs and Tables have to be ordered and are chargeable. No removal of tables and chairs from other booths would be permitted.
7. Vendor Move in Times; Friday May 15<sup>th</sup> 6PM to 11:30PM, May 16<sup>th</sup> and 17<sup>th</sup> 7 AM to 8.30 AM, No vehicles allowed indoor after 8.30 AM. Move out May 17<sup>th</sup> before 11.30 PM.
8. No amplifiers would be allowed. Booths are not permitted to make excessive noise which could disturb the adjacent Vendors or Attendees.
9. The event organizers are not responsible for any overcrowding, noise in the aisles and any effect this may cost any individual vendor.
10. In case of any unexpected cancellation of the event on the specified event dates, all agreements including payments would be honored for the re-scheduled event.

**In Agreement:**

\_\_\_\_\_

**Name:**

**Dated:** \_\_\_\_\_

**Exhibitor Name (Food vendors and/or its exhibitors)**

தெற்காசிய வர்த்தக நிகழ்வில், விற்பனையாளர்கள் தமது வர்த்தக சாவடிகளை அமைத்துக் கொள்வதற்கு, International Centre இடமிருந்து விசேட அனுமதி கீழ்க்காணும் நிபந்தனைகளின் அடிப்படையில் பெறப்பட்டுள்ளது.

1. மதுபானம், மண்டபங்களுக்குள் அனுமதிக்கப்படமாட்டாது.
2. கட்டிட எல்லைக்குள் வீசப்படும் குப்பைகளையும், கைவிடப்படும் பொருட்களையும் அகற்றும் செலவீனம் விற்பனையாளர்களிடமே அறவிடப்படும்.
3. விற்பனைச் சாவடிக்கான மின்சார விநியோகம், 12 amps, 120 Volts, 1500 Watts அளவில் மாத்திரமே வழங்கப்படும். (உதாரணம்: 1 cash register and 1 light connection) எனவே இந்த சக்தி எல்லைக்குள் உங்களுடைய உபகரணங்கள் பாவனைக்கு உட்படுத்தக் கூடியவை என்பதை உறுதிசெய்துகொள்ளவும். மேலதிகமாக 12 amps, 120 Volts, 1500 Watts மின்சார விநியோகம் தேவைப்படின், அதற்கு \$200 கூடுதலாக அறவிடப்படும். இதற்கான கோரிக்கையை April 30th 2009 ந்கு முன்னதாகவே தெரிவிக்க வேண்டும். April 30ம் திகதிக்கு பின்னர் மின்சார விநியோக சம்மந்தமான கோரிக்கைகள் அனைதிற்கும் International Center இடம் நேரடியாக தொடர்புகொள்ளவும்.
4. நிகழ்ச்சிகள் நடைபெற்றுக் கொண்டிருக்கும் சமயம், ஒரு சாவடிக்குள் விற்பனையாளர்கள் அதிகப்படியாக நான்கு பேர் மாத்திரமே அனுமதிக்கப்படுவார்கள். ஒரு சாவடிக்கு ஒரு நாளுக்கு 4 நுளைவுச்சீட்டுகள் மாத்திரம் வழங்கப்படும். வர்த்தகருக்கான நுளைவுச்சீட்டுக்கள் ஒரு முறை மாத்திரமே வழங்கப்படும்.
5. சாவடிகள் தொடர்பான அனைத்துத் தகவல்களும் விற்பனைப் பிரதிநிதியிடமே தெரிவிக்கப்பட வேண்டும்.
6. குறிப்பிட்ட விற்பனைச் சாவடிக்கு வெளியே, அந்த சாவடிக்கான பொருட்கள் எவற்றையும் வைப்பதற்கு அனுமதிக்கப்படமாட்டாது. அவ்வாறு பொருட்கள் இருக்கும் பட்சத்தில், அவை காவல் பணியாளர்களால் அகற்றப்படும். உங்கள் சாவடி அலங்காரங்கள் பின்புறத்தில் 8 அடி உயரத்திற்கு உட்பட்டதாகவும், இருபக்கங்களிலும் 4 அடி உயரத்திற்கு உட்பட்டதாகவும் இருத்தல் வேண்டும். 1 மேசையும் 2 நாற்காலிகளும் வழங்கப்படும். மேலதிகமாக தேவைப்பட்டால் முன்கூட்டியே பதிவு செய்து பணம் செலுத்தி பெற்றுக்கொள்ள வேண்டும்.
7. வர்த்தகச் சாவடிகளை நிகழ்ச்சிக்காக தயார் செய்யும் நேரம் வெள்ளி May 15<sup>th</sup> 2009 - 6PM to 11.30PM. சனி May 16<sup>th</sup> & 17<sup>th</sup> 2009, 7 AM to 8:30AM. சனி காலை 8.30க்கு பின்னர் கட்டிடத்தினுள் வாகனங்கள் அனுமதிக்கப்படமாட்டாது. நிகழ்ச்சியின் முடிவில் May 18ம் திகதி 12:30 AM க்கு முன்னராக அனைத்துப் பொருட்களும் அரங்கிலிருந்து அகற்றப்பட வேண்டும்.
8. சாவடிகளில் ஒலிபெருக்கியின் (Amplifier) பாவனை தடைசெய்யப்பட்டுள்ளது. அத்துடன் அருகிலுள்ள விற்பனைச் சாவடியையோ, அல்லது பார்வையாளர்களையோ குழப்பும் விதத்தில் அதிகளவிலான சத்தத்துடன் கூடிய ஒலி எழுப்புவதும் தடைசெய்யப்பட்டுள்ளது.
9. கூடிய சனநெரிசல், அதனால் ஏற்படக்கூடிய சத்தம் என்பனவற்றால் உங்களுக்கு ஏற்படக்கூடிய இடையூறுகளுக்கு தெற்காசிய விழாவின் நிர்வாகம் பொறுப்பல்ல.
10. ஏதிர்பாராத விதமாக நிகழ்ச்சி குறிப்பிட்ட திகதிகளில் நடைபெறாவிடின் உங்கள் சாவடிகளுக்கு அறவிடப்படும் பணத் தொகை உட்பட குறிப்பிட்ட அனைத்து ஒப்பந்தங்களும் பின்னர் அறிவிக்கப்படும் திகதியில் இடம்பெறும் நிகழ்ச்சிக்கு மாற்றப்படும்.

பெயர்: .....

விற்பனை நிலையம்:.....

## **SCHEDULE "C" RULES AND REGULATIONS**

The following Rules and Regulations shall govern the Event to be held May 16th and 17th 2009 during the term of the License Agreement and are a part of the License Agreement attached here to.

1. **ALLOCATION OF SPACE** The Licensee shall be restricted to the interior of the Building and only in those areas designated by the South Asian Festival ("Licensor"), as outlined in Red on Floor Plan Schedule "A".

2. **OPERATING PLAN** The Licensee shall have access to the Event at the international Centre as follows Move In: May 15th 2008 6.00 PM to 11:30PM and May 16th and 17th 7.00 AM to 8.30 AM No move in shall be allowed 1 hour prior to the start of the Event or During the Event: May 16th 2008 10.00 AM to 10 PM and May 17th 2009 10.00 AM to 10 PM. Move out: May 17th 2009 from 10 PM to 11.30PM.

3. **PAYMENT FOR SPACE** Payment in full for all Space booked by the Vendors must be made at execution of the Event Contract. Under no circumstances will any Vendors who have paid part payments of the Event Space be admitted to the Building until all money due for the Space has been fully paid. If the Vendors does not make any payment to the Event Organizer when due, the Event Organizer may, at its option, terminate this License Agreement upon notice to the Licensee and may apply all payments received against any amounts owed by the Licensee without prejudice to its other rights and remedies. The Vendor covenants and agrees to be responsible for, and to pay to the Event Organizer upon demand, any and all costs of any repairs, replacements, cleaning, removal from the Building and/or Lands of all waste and garbage or claims made necessary by the use of the premises by Vendor, their assignees, agents, employees, and contractors. The parties agree to mutually inspect the Space upon the Licensee vacating the same and to mutually agree upon the cost of any such damage and/or claims, if necessary, reasonable wear and tear and damage by fire, lightning and tempest only excepted. If the parties do not so agree within ten (10) days of such inspection, the costs shall be determined by arbitration by a single arbitrator pursuant to the provisions of the Arbitration Act of Ontario.

### **4. ADMISSIBLE EXHIBITS**

The Licensor shall not be responsible for the admission of any part of the Event including exhibits, if any, which do not come within the dimensions, weight and loading capacities of the entrances, floors, conveyors and aisles as now installed in the Building.

### **5. INDEMNITY AND HOLD HARMLESS AGREEMENT**

(a) The Vendor hereby releases and discharges and indemnifies, and agrees to keep indemnified, defend, protect and save harmless the Licensor and its officers, directors, employees, agents and independent contractors (the "Indemnities") of and from any and all claims, demands, liabilities, damages, costs, losses and expenses (including legal fees and disbursements) for any injury including death to any persons (whether they be third persons or employees of either the Licensor or the Licensee) and any loss (through theft or otherwise) of or damage to property (whether it be that of the Licensor or the Licensee or a third person) caused by, growing out of, or happening in connection with or with respect to the use by the Licensee, or of any other person or legal entity with the permission (express or implied) of the Licensee, of the Space, the Building, the Lands or any equipment thereon. Such indemnification by the Licensee shall apply unless such damage or injury results from the sole gross negligence or willful misconduct of the Licensor. (b) Without limiting the foregoing, the Licensee assumes all costs and expenses arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used during or incorporated in the conduct of its operation hereunder; and the Licensee agrees to indemnify and hold harmless the Indemnities from all damages, costs and expenses at law or for equitable relief for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by the Licensee or its exhibitors, or any infringement with respect thereto in connection with this agreement including the costs and expenses of defending any such action, even if it be groundless or fraudulent. (c) Without limiting the foregoing, the Licensee shall also indemnify and save harmless the Indemnities from all claims, demands, liabilities, damages, costs, losses and expenses made against or incurred by any of the Indemnities arising out of injury or loss to third parties, caused by the Licensee's failure to return the Space to the Licensor, vacate the Space, relinquish the Licensor's or the Licensor's authorized contractors' equipment at the end of the Event, or the Licensee's breach of any contract or agreement with a third party to provide contractual or other services. (d) The Licensee hereby waives any and every claim which arises in its favour against the Licensor or against any of the Indemnities for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this agreement with respect to any loss or damage to property of the Licensee. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), the Licensee shall notify its insurers of such waiver.

### **6. RESTRICTION ON RECEIPT**

Exhibits and all material for the Event will be placed in the Space at the expense of the Licensee.

### **7. INSURANCE**

The Licensor shall not be responsible for death or injury to any person or for damage or loss of property or any consequential loss of property or any consequential loss resulting there from of any person in the Building or on the Lands which may result at any time from any cause whatsoever and shall be indemnified and held harmless by the Licensee from any suit or claim arising from the use or occupancy of the Space or the Building by the Licensee. The Licensee assumes all responsibility for himself and sublicensees for any injury suffered by any person or damage to property and undertakes to have its insurers and the insurers of any exhibitors waive all rights of subrogation against the Licensor. The Licensee shall secure and furnish to the

Licensors prior to the commencement of the term of this License Agreement, policies of comprehensive general liability insurance or certified copies thereof, including accepted contractual liability endorsements, with limits of liability of at least \$5,000,000.00 (Five Million Dollars) inclusive of bodily injury or property damage including Licensee's (tenant's) legal liability. The Licensee shall add the Licensor as an additional insured to its liability insurance subject to Cross Liability Endorsement. Licensee shall also procure and furnish (a) Employer's Liability Insurance in the minimum limits of 1,000,000.00 (One Million Dollars) per accident and evidence of contingent Workmen's Compensation Insurance; and (b) Comprehensive Automobile Liability Insurance (automobile type) covering owned, non-owned or hired vehicles for use in or out of the Building for a limit of \$2,000,000.00 (Two Million Dollars) for one accident. The foregoing required coverage's shall be with companies and in a form satisfactory to the Licensor and shall be in effect during all periods of this License Agreement or any extension thereto. The policies or certified copies thereof and endorsements where required shall be furnished for approval at least thirty (30) days before the date of commencement of each annual Event. All policies of insurance required hereby shall provide that the insurance company will give notice in writing to the Licensor at least thirty (30) days in advance prior to any material change in or cancellation of the policies; provided, however, that such policies shall also provide that no cancellation or renewal or amendment or modification reducing the extent of insurance provided under the policy, once the policies have been filed with the Licensor, shall be effective if such amendment or modification or cancellation will leave the Licensee without insurance of the type herein required to be procured during the term of this License Agreement or any portion thereof. The Licensor may at any time and from time to time, acting as a prudent owner, increase the insurance limits provided for in this Paragraph 7. The Licensee shall require proof of adequate insurance (liability and accident) from its exhibitors, contractors, subcontractors, agents and others prior to their working in the Building.

#### 8. NO FLAMMABLE MATERIAL

No gasoline, acetylene, polish, glue, explosives or flammable material will be allowed in any part of the Building, and no goods or materials that conflict with the rules of the Fire Department or any relevant governmental authority may be exhibited or brought into the Building. The Licensee shall not bring, or allow to be brought, into the Building any material, substances, or objects which may endanger the life of, or cause bodily injury to, any person in the Building, or which is likely to constitute a hazard to any property therein. Specifically, no flammable materials such as bunting, tissue paper, crepe paper, etc., shall be used for decorations or advertising in the Building. Also such materials to be used for decorative or advertising purposes must first be treated with a flame-retardant and use shall be in accordance with the Mississauga Fire Department's Fire Regulations governing Exhibits and Displays in public buildings. The Licensee shall not use oils, burning fluids, camphene, liquid oxygen, ethylene, propane, kerosene, naphtha or other flammable gases for either mechanical or other purposes or any other agent other than electricity for illuminating the Building.

#### 9. FIRST AID

The Licensor reserves the right at any time to require the Licensee to use the Building's approved medical and first-aid personnel during the Event at the cost and expense of the Licensee.

#### 10. SMOKING

**Smoking is prohibited in the Building pursuant to Mississauga By-law #289-99 (the "Smoke-free By-law"). The Licensee agrees to take all steps to inform exhibitors, attendees, contractors and other persons entering the Building as a result of the Licensee's event that smoking is prohibited at all times. Failure to take appropriate action to prohibit smoking may result in the City of Mississauga imposing a fine as set out in the Smoke-free By-law. Any person smoking in the Building should be asked to stop smoking and be advised that smoking is only permitted outside the Building.**

#### 11. CARE OF THE SPACES

(a) The Licensee shall arrange for sweeping and cleaning of the Space and must, at its own expense, keep any spaces utilized for the Event suitably arranged, dusted and in good order and leave the Space in clean condition and good repair. (b) The Licensor shall be responsible for the maintenance and cleaning of all public areas of the Building not forming part of the Space. (c) The Licensee shall remove at the request of the Licensor or any governmental authority any and all hazardous substances brought into the Building or on to the Lands by the Licensee including, without limitation, any contaminant, pollutant, dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's and any other substance or materials declared or defined to be hazardous or toxic contaminants in or pursuant to any applicable federal, provincial or municipal statute or by-law.

#### 12. TIME LIMIT FOR REMOVAL

All parts of the Event each year including all exhibits must be entirely removed from the Building by 11:30p.m. on May 17th last day of Event.

#### 13. CONCESSIONS, CATALOGUES

(a) The Licensor specifically reserves the right to any and all concessions, including but not limited to coat checking, sales and/or the giving of food and beverages whether alcoholic or non-alcoholic and tobacco, cigarettes, cigars, gum, candies, vending machines, souvenirs, magazines, books, t-shirts, caps, novelties, and sundry goods and services of any nature whatsoever. For the purpose hereof, "novelties" shall mean products not normally or commonly associated with the advertised and permitted theme of the Event and which are relatively inexpensive, new, unusual or unique small manufactured articles or products which are intended mainly for personal, automotive or household use or adornment. Novelty products shall include, but are not limited to, endorsement t-shirts, records, tapes, compact disks, miscellaneous apparel items, event programs, pictures, etc. Neither Licensee nor any sublicensees shall sell, serve or dispense any food, merchandise, beverages or services in the Space without the prior express written approval of the Licensor which approval may be unreasonably withheld.

(b) The Licensor may prohibit the distribution or use of any offensive or objectionable material. Catalogues, souvenirs, etcetera, may be distributed by the Licensee in the Space, provided that written permission shall first have been obtained from the Licensor at least fourteen (14) business days prior to the Event. (c) The use of any coin-operated machine by the Licensee or its exhibitors is expressly prohibited.

#### 14. ADDITIONAL SERVICE

(a) The Licensee shall pay to the Licensor on demand any sum which may be due to the Licensor for additional service, accommodation or materials furnished or loaned by the Licensor to the Licensee, and the Licensee shall permit the Licensor in case of failure to pay such sum to take from any box office receipts or any other advance receipts belonging to the Licensee a sufficient amount to secure the Licensor against any such loss. (b) The Licensee shall not employ and shall not permit the employment of any contractor or worker to perform any services in the Space unless such contractor or worker has been selected by the Licensee from a list of contractors approved by the Licensor.

(c) If, in connection with the purpose or use for which the Licensee is renting the Space, any seat setups, special electrical and utility services including lighting, special additions or arrangements of the public address system, stage, runways, landscaping, or other fixtures, furniture or equipment are moved or removed or are necessary to be set up or taken down, the Licensee agrees at the conclusion of the Event to pay the cost of moving or removing, setting up or taking down the same and putting them back in the same condition and places as they were before. (d) Contracts for all installations and use of electricity, gas, plumbing, catering, parking, automated banking machines, and communication and telephone service shall be made only with the Licensor's exclusive contractors. The Licensee shall be responsible for all charges arising from contracts, and in addition shall be responsible for all expenses incurred by the Licensor or the Licensor's official contractor for the Licensee or its exhibitors for which the Licensor or the Licensor's official contractor has accepted a written order from the Licensee or its exhibitors. (e) Only the Licensor's official contractor shall connect and disconnect utility services to areas of the Lands and Building designated to receive such services. With the exception of the permanent ceiling lighting normally supplied to illuminate the Space all services used and the cost of connecting and disconnecting the same shall be paid for by the Licensee at the Licensor's or the Licensor's official contractor's prevailing rates. (f) Permanent ceiling lighting, ventilation, heat and air-conditioning will be provided daily as required from one-half hour before the Event opens to attendees on show days to one-half hour after the Event closes to attendees on show days. Energy conservation mandates reduced lighting, heating and air-conditioning during move-in and move-out periods for the Event. (g) The Licensee shall immediately discharge and remove any mechanics or other liens registered against the title to the Lands arising out of any work done or materials supplied at the request of or on behalf of the Licensee and the Licensee shall indemnify and save the Licensor harmless from and against all costs, dues, debts, liabilities, expenses (including legal fees) and charges arising out of such liens. The Licensor may at its option apply any amounts received by the Licensor from the Licensee in the possession of the Licensor against any such lien and thereupon the Licensee shall forthwith reimburse to the Licensor the amount so applied.

#### 15. SURRENDER

The Licensee shall leave the Space upon the conclusion of the Event in the same state and condition and clean and free of signs, displays and other debris, merchandise and equipment, as at the commencement of each such Event, ordinary wear and tear only excepted. In the event the Space is not vacated by the Licensee at the conclusion of the Event, the Licensor has the right to remove from the Space at the expense of the Licensee all merchandise, goods or property which then remains in the Space without responsibility for any loss or damage which may be sustained by reason of such removal or by storage after such removal and the Licensee expressly releases the Licensor from any and all claims for such loss or damage. It is understood and agreed that because of the shortness of the time period for the Event, the time for surrender of the Space at the expiration of each Event is of the essence of this License Agreement. In the event that the Licensee fails to surrender the Space as herein provided, the Licensee hereby consents to the obtaining by the Licensor of a mandatory injunction at the expense of the Licensee compelling the Licensee and the exhibitors to vacate the Space in addition to any other remedies and relief to which the Licensor may be entitled.

#### 16. EMPLOYEES

All technicians, stage hands and other personnel retained by the Licensee are the employees, agents or servants of the Licensee and the Licensee is responsible for the payment of Workers' Compensation Insurance, Unemployment Insurance and all withholding taxes. The Licensee shall indemnify and save the Licensor harmless from and against all such Workers' Compensation Insurance, Unemployment Insurance and withholding tax payments.

#### 17. UNION

The Licensee shall abide by any local union regulation in existence and shall obtain any clearance required by any union or trade organization having authority or jurisdiction with respect to the Event or work performed in the Building. In the event that any persons employed by the Licensee cause, or in the opinion of the Licensor are likely to cause, labour difficulties to the Licensor or whose labour affiliations are not compatible with the Licensor's employees or contractors employed by the Licensor, the Licensee shall remove such employees from the Space, Lands and/or Building forthwith on receiving oral or written notice from the Licensor. The Licensor agrees to advise the Licensee of all union agreements the Licensor might enter into which might affect the Licensee.

#### 18. MUSIC

(a) The Licensee shall arrange with the Society of Composers, Authors and Music Publishers of Canada Limited with respect to the right to use instrumental or recorded music should such services be required by the Licensee and the Licensee shall hold harmless the Licensor for the performance of any music and any infringement of any copyright or other property rights. (b)

The Licensee shall arrange with B.M.I. Canada Limited and comply with its requirements in all respects with respect to the issue or grant by it of licenses for the performance of its dramatic or musical works. The Licensee further agrees to hold harmless the Licensor for any fees payable in respect to any license required by B.M.I. Canada Limited.

#### 19. COMPLIANCE WITH LAWS

(a) The Licensee and the exhibitors shall comply with all applicable federal, provincial and municipal laws, rules, directions, orders and regulations and all rules directions and requirements of the Peel Regional Police, Mississauga Fire Department and/or other municipal authorities including, without limitation, the requirements of the Retail Business Holidays Act, and shall obtain and pay for all necessary permits and licenses. The Licensee shall not do, or suffer to be done by any one, any act on the Lands or in the Building during the term of this License Agreement in violation of any such laws, rules, directions, orders, regulations or requirements, and if the attention of the Licensee or the exhibitors is called to any such violation on the part of the said Licensee or of any person employed by or admitted to the said Lands and/or Building by it, the Licensee shall immediately desist from and correct or cause to be corrected such violation. (b) The Licensee covenants and agrees that it will indemnify and hold harmless the Licensor against any penalty imposed for or damage arising out of the violation of any laws or ordinances by the Licensee or those connected with the Licensee and that it will protect, indemnify and hold harmless the Licensor against any and all damages or expenses arising out of any accident or occurrence on or about the Space causing injury or death of any person or damage to property, and against any and all damages or expenses arising out of any failure of the Licensee, in any respect, to comply with and perform all the requirements and provisions of this License Agreement. (c) No gasoline-operated fork lift truck or other machinery shall be used in the Building without the express written consent of the Licensor. 20. BEER, WINE AND LIQUORS The Licensee shall not permit or allow beer, wine or liquors of any kind to be sold, given away, or used on the Lands and/or in the Building except with the express written consent of the Licensor, which consent may be unreasonably withheld. If consent is given by the Licensor, then application to the relevant governmental agency for permission to sell beer, wine or liquors on the Lands and/or in the Building shall be made and obtained by the Licensee at its expense.

#### 21. DAMAGE TO BUILDING

(a) The Licensee shall not cause or permit any nails or other things to be driven into any portion of the Building, nor any signs or decoration to be affixed either to the exterior or interior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the Building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the Building or the furnishings thereof. (b) If the Lands or any portion of the Building or any equipment contained therein during the term of this License Agreement shall be damaged by the act, default or negligence of the Licensee or of the Licensee's agents, employees, patrons, guests, exhibitors, or any person admitted to the Lands and/or Building upon the invitation of the Licensee, including patrons of the attraction or function for which the Licensee is hereby licensing the Space, the Licensee shall pay to the Licensor upon demand such sums as shall be necessary to restore the Lands and/or Building or equipment contained therein to their condition as at the start of the Event. It is expressly agreed that the Licensor shall determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing same, and whether it is one for which under the terms of this License Agreement the Licensee is to be held responsible. The Licensee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Lands or to any portion of the Building by the consent of the Licensee or by or with the consent of any person acting for or on behalf of the Licensee, and the Licensee agrees to have on hand at all times, at its own expense such police and fire force as is determined necessary by the Peel Regional Chief of Police, the Mississauga Fire Department or the Licensor to maintain order and to protect persons and property. (c) Failure on the part of the Licensor to require a cash deposit as security for any losses and damages to the Space, Lands and/or Building or furnishings shall not affect the unconditional liability of the Licensee to pay the same; nor shall the Licensee's liability be limited to the amount of any cash deposit or bond required. (d) Carts and dollies which have steel wheels are not permitted on any carpeted or tiled area in the Building. All crates and other objects moved in or out of the Building shall be handled in a manner so as to maximize the protection of and minimize the risk of damage to all carpeting, painted surfaces, door fixtures, etc. The Licensee shall not permit or suffer any exterior door to be propped open or any automatic closing device, panic hardware or mullion to be removed from any door of the Building. No holes may be drilled, cored or punched in the Building. Drip pans and scrap buckets shall be provided by the Licensee for operating machinery to prevent lubricants, paint, etc., from staining the floor or carpet or causing a safety hazard. The costs and expenses of any clean-up shall be responsibility of the Licensee.

#### 22. SIGNS

The Licensee shall not post or exhibit nor allow or suffer to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description in front or on any part of the Building except upon the regular billboards provided by the Licensor therefor, and will use, post or exhibit only such signs, advertisements, showbills, lithographs, posters or cards upon said billboards as relate to the Event to be given in the Space and for such period of time as designated by the Licensor, and the Licensee shall take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by the Licensor. It is a condition of this License Agreement that the Licensee shall use the name International Centre in or on all programs, brochures, promotional material and advertisements prepared, sold or distributed by it.

#### 23. CAPACITY

The Licensee shall not admit to the Space a larger number of persons than the capacity thereof will accommodate or can safely or freely move about in the Space, and the decision of the Licensor in this respect shall be final; and in no event shall the Licensee admit a number of persons in excess of the maximum number of people permitted by municipal by-law or other

statutory authority. To avoid a situation whereby the number of people attending the Event exceeds the allowed capacity, the Licensee agrees to use the Licensor's turnstile counter(s) as a crowd verification method for all persons entering the Space during the hours the Space is open to the Public.

#### 24. RIGHT OF ENTRY

(a) The Licensor reserves the right through its representatives to enter any portion of the Space at any time and for any reason and to eject any objectionable person or persons from the Space, Lands and/or Building; and upon the exercise of this authority, the Licensee hereby waives a right and all claims for damages against the Licensor however caused. (b) The Licensor reserves the right, without recourse by the Licensee for any loss or damage incurred, to refuse admission to, remove from or prohibit in the Space, Lands and/or Building, exhibitors, entertainment, demonstrations, activities, sublicensees or licensee's agents, customers or employees, exhibition personnel, members of the public, exhibits, printed matter, souvenirs or novelties which may, in the Licensor's sole opinion, be objectionable or offensive or in any way interferes with other users of the Space, Lands and/or Building. (c) The Licensee shall have the right of ingress and egress through the halls and corridors of the Building during the Event, but acquires hereby no other rights in any other part of the Building other than the Space. (d) At all times while in the building, the Licensee, its employees, agents, servants, contractors and subcontractors, and all exhibitors, performers, and sublicensees of the Licensee, and their employees, agents, servants, contractors and subcontractors shall wear identification badges, prominently displayed, bearing the name of the wearer and the name of the Licensee, agent, contractor, exhibitor, sublicensee, etc., as the case may be, with whom he or she is affiliated.

#### 25. ACCESS

The Licensor its representatives, employees and concessionaires, shall at all times have access to the Space during the Event as outlined in the Operations plan.

#### 26. FAILURE TO TAKE POSSESSION

If the Licensee, being entitled to possession hereunder shall fail for any reason to take possession of or to use the Space, no refund shall be made, and the full compensation called for by this License Agreement, including any disbursements or expenses incurred by the Licensor in connection therewith, shall be payable by the Licensee to the Licensor, as liquidated damages, and not by way of penalty, and in no event shall the Licensor be obligated to return monies paid for use of the Space.

#### 27. ACKNOWLEDGMENT OF CONDITION

The Licensee agrees that it has inspected the Space and that the same is, at the date hereof, in proper condition for the use as contemplated.

#### 28. BUSINESS TAX

The Licensee shall indemnify and save the Licensor harmless from and against any and all business tax assessed, levied, or imposed as a result of the Event or the occupation of the Space by the Licensee or by his sublicensees.

#### 29. DEFAULT

(a) In the case of any default hereunder or breach hereof by the Licensee, the Licensor may re-enter the Space and remove all persons and property there from without the necessity of resorting to any legal proceedings. In addition, the Licensor may claim damages from the Licensee, and the Licensor shall be entitled to seek any legal or equitable remedies available to it. (b) If the Licensee defaults in the payment of license fees or otherwise commits a breach of its obligations pursuant to this License Agreement, and any such default is not rectified immediately after oral or written notice from the Licensor, the Licensor may, at its option and without limiting its rights to recover damages and its other legal and equitable rights, terminate this License Agreement. Upon such termination, the Licensor may retain any amounts already paid without prejudice to its other rights and remedies.

#### 30. FIRE AND DESTRUCTION OF SPACE

(a) In the event that the Building or any part thereof shall be destroyed or damaged by fire or other cause so as to prevent the use of the Space for the purposes hereof, or if the Space cannot be used because of strikes, riots, labour controversies, accidents, fuel shortages, acts of God or the Queen's enemies, force majeure or other causes beyond the Licensor's care and control, then this License Agreement shall be suspended with respect to the period for which the Space cannot be so used and the Licensor shall have no liability toward the Licensee by reason of its failure to deliver the Space. If this License Agreement is so suspended during the Event, then license fees, taking into account the time of such suspension shall be apportioned. (b) Despite anything else in this License Agreement, if the Building in which the Space is located is damaged by any cause whatsoever and the repairs, rebuilding or restoration would, in all reasonable probability, take more than one hundred and eighty (180) days to complete, the Licensor may, by written notice to the Licensee within ninety (90) days after such damage, terminate this License Agreement, effective thirty (30) days after the notice and all unearned license fees, to the extent that the Licensee is not otherwise indebted to the Licensor hereunder, shall be returned to the Licensee.

#### 31. SECURITY

The Building including the Space and the keys therefor shall be at all times under the charge and control of the Licensor. The Licensee shall at all times provide and arrange for the necessary security as needed throughout the duration of the Event each year on a twenty-four (24) hour per day basis. Merchandise, performers, sublicensees, exhibitors, and the public will not be permitted to enter or leave the Land and/or Building unless the Licensee has a security guard on duty and positioned at the loading areas and the main entrance or entrances to the Event. All watchmen or other protective service required by the Licensee shall be at the expense of the Licensee, and the number of security personnel must be acceptable to the Licensor. In

the interest of energy conservation, all loading doors shall be kept closed by security guards when not in use.

#### 32. RESPONSIBILITY OF LICENSEE

Wherever an obligation is imposed upon the Licensee hereunder, such obligation shall extend to all agents, officers, employees, exhibitors and others for whom the Licensee is at law responsible and the Licensee shall indemnify and save the Licensor harmless from any violation or breach of this License Agreement by such agents, officers, employees, exhibitors and others.

#### 33. DESIGNATED ENTRANCES

All persons, articles, exhibits, fixtures, displays and property of any kind and description shall be brought into and out of the Building only at and through those entrances and exits as the Licensor may designate from time to time and certain aisles may be designated by the Licensor as non-freight aisles during move-in and move-out.

#### 34. EXCLUDED AREAS FOR EXHIBITS

Exhibits are prohibited in all lobby areas, designated concession areas and in any other area designated by the Licensor.

#### 35. LIGHTER THAN AIR BALLOONS

Lighter-than-air balloons are prohibited within the Building unless tethered to a fixed object and may be no larger than thirty-six (36) inches in diameter.

#### 36. BANNERS AND SIGNAGE

Banners or signage may be attached to the Building only in locations and by methods approved by the Licensor, which approval may be unreasonably withheld.

#### 37. USE OF BUILDING BY OTHERS

The Licensee understands that during the term of this License Agreement, other exhibitions or conventions may be held in other parts of the Building, and the Licensee agrees to make no claim against the Licensor for any inconvenience, annoyance, damage or interruption of services suffered by the Licensee due to the installation and removal of such other exhibitions and conventions in areas outside of the Space or by the use of any other space in the building.

#### 38. RADIO AND TELEVISION BROADCASTING

By agreement of the parties hereto, the Event shall not be broadcast by radio or televised without first securing written approval of the Licensor if financial consideration is involved or not.

#### 39. PROHIBITED ACTS

The Licensee shall not in all or any part of the Building: (a) commit any nuisance, or knowingly do or permit to be done anything which may result in the creation or commission of a nuisance, or annoy, harass or interfere with users of any other part of the Building; (b) cause or produce to be caused or produced therein, or to emanate therefrom any unusual, noxious, or objectionable smokes, gases, vapours or odours, or any objectionable noises, smells or lights; (c) use any part therefore for lodging or sleeping; (d) do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air-conditioning systems or portions thereof in the Building, nor do or permit to be done anything which may interfere with free access and passage thereto, or to the public areas adjacent thereto, or to the roadways or sidewalks adjoining; (e) do or permit to be done anything which may interfere with the effectiveness or accessibility of the conveyor(s), escalator(s) and elevator(s) in the Building, or the electrical, plumbing, gas or compressed air system, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (f) overload any floor, ceiling or wall thereof or the structure or hanging equipment or any other fixture therein; (g) place any additional lock of any kind upon any window or interior door of the Building or make any change in existing door or window lock or the mechanism thereof unless expressly permitted in writing to do so, and unless a key therefor is maintained by the Licensor; (h) admit or permit any child or children under the age of sixteen to be admitted to the Building or the Lands during any move-in or move out of the Event provided, however, that this prohibition shall not apply to any nursing infant so long as the infant remains under the physical control of his/her mother at all times; (i) do or permit to be done any act or thing in the Building and/or Space or in any part thereof, which might invalidate any insurance policies required under this License Agreement or carried by the Licensor, or which might constitute an extra hazardous condition that will increase the insurance costs normally attendant upon the operations contemplated under this License Agreement; or (j) take up a collection.

#### 40. TIME

Time is of the essence hereunder.

#### 41. MATTERS NOT COVERED BY THE RULES

All points not definitely covered by the rules are subject to the reasonable decision of the Licensor.

#### 42. ADDITIONAL RULES AND REGULATIONS

The Licensor may issue additional rules and regulations, which additional rules and regulations shall be binding upon the Licensee.

43. Vendors / Exhibitor should be responsible for all content in their booth. Lost and stolen Items are the responsibility of the Vendors / Exhibitor.