



Vancouver  
Marathon

HEALTH, SPORTS & LIFESTYLE EXPO  
MAY 1-2, 2020 | VANCOUVER CONVENTION CENTRE WEST

## RENTAL SPACE AGREEMENT: TERMS AND CONDITIONS

1. The Vancouver International Marathon Society ("Society") and the Exhibitor agree to the following terms and conditions for the 2020 Health, Sports and Lifestyle Expo ("the Expo") to be held at Vancouver Convention Centre West Building.
2. The Exhibitor agrees that all displays will be fully set up by Friday, May 1, 2020 at 9:30 am.
3. The Exhibitor agrees to have their booth open and staffed at all times during the Expo hours on Friday, May 1 from 10:00 am to 7:00 pm and Saturday, May 2 from 10:00 am to 6:00 pm.
4. The Exhibitor agrees that displays will not visually or physically disturb aisles or adjacent exhibitors. Placement of flags/banners over three feet high must be set back two feet from front of booth.
5. The Exhibitor agrees to conform to all rules and regulations adopted by the Expo in the best interest of the Expo, and agree that the Society shall have final decision in adopting any rule or regulation deemed necessary prior to, during and after the Expo.
6. The Exhibitor agrees to restrict use of the Exhibitor's booth(s) solely to the Exhibitor, and will not rent, sublet, share or sell any portion of the reserved space to another company, group or organization, other than that approved by the Society, without permission from the Society.
7. Literature and/or other promotional materials cannot be handed out, left on display or otherwise distributed in any space other than exhibitor's assigned booth at any time without express prior written permission from the Society. Advertising of booth spaces by any mobile means (carrying/wearing of signage materials, verbal communication with attendees, etc.) in areas of the Expo other than the exhibitor's assigned booth is not permitted.
8. The Exhibitor will be informed prior to event weekend of the booth space assigned to them; however, the Exhibitor acknowledges and agrees that booth assignments may be changed by the Society. Every effort will be made by the Society not to change booth assignments.
9. The Exhibitor agrees that the violation of any terms and conditions of this Agreement may result in forfeiture of the booth. Fees paid by the Exhibitor will be retained by the Society as liquidated damages for breach of this Agreement.
10. The Exhibitor agrees that the Society reserves the right to reject or restrict any exhibit.
11. Merchandise can be sold at the Expo. Sales of food and beverages are not permitted except with the consent of the Society. Orders for future deliveries are permitted from all exhibitors. Promotional items may be distributed in your booth.
12. The Exhibitor agrees not to cause damage to the site or booth equipment, or act in any manner deemed inappropriate by the Society. The Exhibitor agrees they shall be liable for all damages that they may cause to the site in connection with their exhibit. Exhibitors may not apply paint, lacquer, adhesive or other coatings to floors or to standard booth equipment without written permission of the Society.
13. The Exhibitor assumes entire responsibility and liability for losses. The Exhibitor's property shall be placed on display and exhibited at their own risk, and the Society assumes no responsibility for loss or damage thereto. The Exhibitor shall also assume all responsibility for loss or damage to their property due to fire, theft, lightning, earthquake, explosion, or any cause beyond the control of the Society.
14. The Exhibitor understands that the Society nor Vancouver Convention Centre maintain insurance covering the Exhibitors property or lost revenue, and it is the sole responsibility of the Exhibitor to obtain insurance for this risk.
15. The Exhibitor hereby agrees to indemnify and hold harmless the Society from any claims arising as a result of the Exhibitor's exhibit or any actions or conduct of the Exhibit or the Exhibitor's agents and employees, or the property of the Exhibitor.
16. In the event any circumstances whatsoever should occur which might make it impossible or impractical for the Expo to permit Exhibitors to occupy the premises, or if the Expo is cancelled, no party shall be liable to the other under this Agreement for any loss, damage, costs, expenses or other claims for compensation arising as a result of breach or non-performance of this Agreement where such breach or non-performance is directly or indirectly caused by or results from events beyond the reasonable control of such party. These events shall include force majeure events such as acts of God, acts of government, acts of wars, epidemics, quarantines, riots, fire, strikes or labour problems (including legal work stoppages or slowdowns), unavailability of communications or electrical power or other necessary utility services, governmental regulations superimposed after the fact and earthquakes, floods and other disasters, and other events of a similar nature. Where the Society is unable to perform its obligations under this Agreement due to such events, the Society shall refund 100% of the Exhibitor Fees received in cash if the Event is cancelled greater than six months prior to the Event, 75% of the Exhibitor Fees received in cash if the Event is cancelled greater than four months prior to the Event, 50% of the Exhibitor Fees received in cash if the Event is cancelled greater than three months prior to the Event, but shall not be liable to refund any of the Exhibitor Fees received in cash fees if the Event is cancelled for any such reason less than three months prior to the Event.
17. There are NO REFUNDS for any reason (except for clause #15) on any payments made to the Society if the Exhibitor wishes to cancel.

## RENTAL SPACE AGREEMENT: TERMS AND CONDITIONS, CONT'D

18. The Exhibitor will assume responsibility for obtaining any required licenses for vending their products in the Vancouver Convention Centre, and any costs incurred by the Society due to the Exhibitor's failure to secure proper licensing.
19. The Exhibitor will assume responsibility for completing all Order forms for services required beyond what is provided by the Society.
20. Any liability of the Society shall not in any event exceed the amount paid by the Exhibitor.
21. The Society will assign booth space to the Exhibitor on a first come, first serve basis and will in its discretion take into account the needs of the Exhibitor along with safety and other factors in assigning locations. The Society reserves the right to make changes to the Floor Plan and limit exhibit space as necessary.
22. Exhibitors shall allow the Society to use any photos or video of the exhibit for its own purpose.
23. Only sampling of food and beverages may be permitted with the permission of the Vancouver Convention Centre. No sale of food or beverages is permitted in the exhibition area, without permission from the Society. Sampling portions are limited to 4 ounces of liquid (non-alcoholic) and 1 ounce of food. Exhibitors may only produce samples of product that they serve and / or produce for the purpose of promoting their merchandise. All sampling is subject to compliance of health, safety and sanitation, or other specific requirements of the Vancouver Coastal Health Authority. A minimum of 14 days' notice is required for the application of a 'Temporary Food Booth Permit' from the Vancouver Coastal Health Authority.
24. Any exhibitors who provide a temporary personal service (e.g. chiropractor, massage) to or on the body of another person, of the general public, must comply with the provincial guidelines to operate at the Expo. All temporary personal service vendors must receive approval from Vancouver Coastal Health, and are required to submit an application for a "Temporary Personal Services' Permit to Vancouver Coast Health.
25. Any unauthorized use of the Society's trademark for any purpose is strictly prohibited.
26. All exhibits as well as ALL significant booth debris and building materials used for your booth must be removed from the Expo by 10:00 pm on Saturday, May 2, 2020, unless agreed otherwise in writing. All material left on the floor past 10:00 pm will be removed by the official carrier, Levy Logistics, at the owner's expense. Failure to do so may result in removal of debris at the exhibitor's expense.

By signing this Agreement, I confirm I have read, understand and agree to all the Terms and Conditions of the 2020 Health, Sports & Lifestyle Expo as explained in this Agreement.

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Signature

Date