

# CONGRESS EXPO

## Exhibitor Agreement

The Exhibitor and their agents (herein after referred to as the “Exhibitor”) agree to abide by the terms and conditions as presented between the exhibitor and the Federation for the Humanities and Social Sciences (herein after referred to as the “Federation”) in respect of the Exhibitor’s participation at Congress of the Humanities and Social Sciences taking place on May 28 to June 4, 2021 (the “Expo”). For the purposes of this document, Global Convention Services is referred to herein as the “Supplier” and University of Alberta is referred to as the “University”. Furthermore, the Exhibitor agrees to abide by all rules and regulations adopted by the Federation in the best interests of the Expo. In consideration of the opportunity to exhibit, the Exhibitor agrees (a) to pay the fees for the expo space assigned to it (the “Fees” for the “Space”) and for any equipment or materials it has selected (the “Materials”) for use in the Space; (b) to abide by the Federation’s [Code of Conduct](#); and (c) that the Federation shall have the final decision in adopting any rules or regulations it deems appropriate or necessary in respect of the Expo, Space and Materials whether adopted before, during and/or after the Expo.

### TERMS AND CONDITIONS – RULES AND REGULATIONS

- The Fees shall follow the payment dates established in the application form. In the event the Fees are not paid in accordance with the foregoing the Federation may terminate the Agreement.
- The Exhibitor acknowledges and agrees as follows:
  - the Exhibitor cannot sublet the Space and may only share the Space with the prior written permission of the Federation;
  - the Space must be staffed by Exhibitor staff during all of the hours the Expo is open to attendees;
  - the Federation, at its sole discretion, may alter or change the Space assigned to the Exhibitor.
  - the Exhibitor shall only be entitled to make use of the Space and shall confine its presentation, equipment and Materials to within the Space only, including without limitation to the maximum height for the Space set by the Federation. The Exhibitor shall distribute only printed material or promotional items that relate directly to the product or service of the Exhibitor.
  - the Federation may at any time alter or remove Exhibitor’s exhibits or any part thereof, including printed materials, product signs, lights or sound, and may expel an Exhibitor or its personnel from the Expo and/or the Space if, in the Federation’s opinion, their conduct or presentation is interfering with the Expo, other exhibitors or those attending the Expo or is otherwise objectionable to other Expo participants or attendees.
- The Agreement may be cancelled by either the Federation or the Exhibitor, provided that written notice of such cancellation is received by the non-cancelling party by February 1, in which case all monies paid by the Exhibitor hereunder will be refunded, less a \$150.00 administration fee which shall be retained by the Federation. If the Exhibitor cancels after February 1, no refunds will be payable and the Exhibitor shall make payment to the Federation of any amounts not yet paid hereunder. By cancelling the Exhibitor forfeits all rights or claims to Space and Materials and the Federation is free to rent the Space and Materials to an alternative exhibitor, retain all payments made hereunder to the Federation and collect and retain the administration fee as liquidation damages.
- The Federation may terminate this Agreement and to withhold possession of the Space and Materials if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the Expo rules and regulations, in which case the Exhibitor shall forfeit as liquidation damages all payments made hereunder and any further occupancy of the Space.
- The Federation reserves the right at its sole discretion to change the date or dates upon which the Expo is to be held and shall not be liable in damages or otherwise by reason of any such change. In the event the Federation cancels the Expo for convenience, it shall refund the Fees.
- The Federation will not be liable for damages or otherwise for storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of the Federation should same result the Expo being cancelled in whole or in part, delayed or otherwise impacted by such events, whether such events are similar to or dissimilar from the causes enumerated herein.
- The Exhibitor agrees to comply with: (a) all union contracts and collective agreements in respect of the Federation, the Supplier or the University, including without limitation all such agreements that govern the premises in which the Exhibit will take place ; (b) all agreements between the Federation, the Supplier and/or the University in respect of the Exhibit; (c) all requirements of the Supplier, the University, official contractors serving companies and the premises in which the Expo will take place; (d) the labour, employment and human rights legislation of the jurisdiction in which the Exhibit will take place, including without limitation as to the hiring, employment and termination of any staff being retained by the Exhibitor specifically for the Exhibit. In the event of a delay, impact or cancellation of the Expo due to events set-out in this Section 7, there will be no refunds of Fees.
- All goods shipped to the Expo must be clearly marked with the name of the Exhibitor and the number of the Space. Goods must not be shipped to the Expo with shipping charges to be paid on arrival, and any goods so shipped will not be accepted for delivery by the Federation, the Supplier or the University. The Federation assumes no responsibility for loss or damages to goods before, during the period of the expo, nor after its closing. If, due to unforeseen circumstances beyond the control of the Federation, the Exhibitor’s materials do not arrive in time for display during the entire period of the Expo, or any portion thereof, the Federation assumes no liability for damages or losses to the Exhibitor and will not refund the Fees.
- The Exhibitor agrees that no display may be dismantled or goods/Materials removed during the entire time Expo is open to attendees. For further certainty, the Exhibitor may not dismantle their display, remove goods or materials or otherwise cease use of the Space until the closing time of the last day of the Expo (17:00 on Thursday, June 3, 2021) or until closing time on the last day the Exhibitor will be participating in the Expo in the case of a partial week A Exhibitor (17:00 on Monday, May 31, 2021.) The Exhibitor shall remove all of its goods, equipment, and materials from the Space and the premises in which the Exhibit will be taking place by the final move-out time (9:00 on Friday, June 4, 2021) or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred or payable.
- The Exhibitor hereby will indemnify and hold harmless the Federation, the Supplier, and the University, their respective directors, officers, agents, employees and contractors, from any and all losses, liability, damages, costs and expenses, claims, whatsoever suffered or sustained by the Exhibitor in connection with the Expo or the Exhibitor’s attendance at the Expo including, without limitation, any claims for loss or theft of property, personal injury, or loss of business or profits whether arising from any act of any of the Federation, the Supplier, the University, or otherwise. The Federation assumes no liability for damages or losses resulting from, or related to, the failure of the Exhibitor to comply with the provisions of this Agreement.
- All questions, controversy, claims or disputes arising out of or in connection with this Agreement shall be negotiated by the Parties acting in good faith. Failing the successful negotiation of any dispute, all disputes shall be finally settled by arbitration in accordance with the Arbitration Act, 1991 (Ontario) or any successor or replacement legislation which may be in force, by a single arbitrator (the “Arbitrator”) appointed by the mutual agreement of the Parties hereto and failing such agreement by the senior justice of the Ontario Superior Court in Ottawa. The place of arbitration shall be Ottawa, Ontario, Canada and the language of arbitration shall be English. The Arbitrator has the right to grant legal and equitable relief including injunctive relief and the right to grant permanent and interim injunctive relief. The Arbitrator shall not amend or otherwise alter the terms and conditions of this Agreement. The Arbitrator shall render a decision within ninety (90) days after his or her appointment as Arbitrator. The final award of such Arbitrator shall be a condition precedent to an action in any court, including but not limited to an action to determine procedural or other issues involving the arbitration itself, and such award shall be final and binding on the Parties with no appeal to any court. The Parties hereby agree to carry out any decision or order of the Arbitrator in good faith. The Parties agree to keep all matters relating to any dispute arising in connection with this Agreement, the negotiation of any such dispute, or the arbitration of any dispute hereunder, confidential and shall not disclose same to any third party other than their legal or financial advisers.
- The following insurance coverage will be mandatory. Each Exhibitor shall maintain Comprehensive General Liability insurance, which coverage shall have at least a minimum limit of \$2,000,000 CDN and shall fully insure it for any risks relating to its participation in the Exhibit, including without limitation in respect of injury to persons, damage to or loss of property, products, equipment or decoration and inability to meet its obligations outlined in this Agreement. The Exhibitor shall have in place such insurance coverage in respect of each day of the Exhibit and shall provide proof in the form of a certificate of insurance by no later than April 30, prior to Congress, or closest business day to this date. The certificate of insurance shall name the Federation, the Supplier and the University as additional insureds and shall contain a cross-liability clause.**
- By submission of the exhibitor application and agreement to the Terms and Conditions-Rules and Regulations, all terms within this document shall be governed by the laws of Ontario and the federal laws of Canada applicable therein.

