

# Vancouver International Boat Show

January 14 – January 18, 2026

Contract Number: \_\_\_\_\_

Seniority Points: \_\_\_\_\_

(for office use)

## Exhibitor Application for Space

Boating BC Association

1280-21331 Gordon Way Richmond, BC V6W 1J9

amanda@boatingbc.ca Phone: 604-882-8024

GST 123382335

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City

Prov/State

Postal Code/Zip

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Web: \_\_\_\_\_

Company Contact: \_\_\_\_\_ Contact Email: \_\_\_\_\_

**BILL TO** Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City

Prov/State

Postal Code/Zip

Billing Contact: «**OPPORTUNITY BILLING CONTACT NAME**»

Billing Contact Email: «**OPPORTUNITY BILLING CONTACT EMAIL**»

Boating BC Regular Member		Boating BC Affiliate Member	
Discounted Rates	Rates	Discounted Rates	Rates
(E-transfer, cheque, wire)	(Credit Card)	(E-transfer, cheque, wire)	(Credit Card)
\$19.00 /sq ft Booth (min. 100sq.ft.)	\$19.55 /sq ft Booth (min. 100sq.ft.)	\$23.00 /sq ft Booth (min. 100sq.ft.)	\$23.70 /sq ft Booth (min. 100sq.ft.)
\$9.05 /sq ft Bulk (min. 400sq.ft.)	\$9.30 /sq ft Bulk (min. 400sq.ft.)	\$11.35 /sq ft Bulk (min. 400sq.ft.)	\$11.70 /sq ft Bulk (min. 400sq.ft.)
\$5.95 /sq ft In-Water Space	\$6.15 /sq ft In-Water Space	\$6.80 /sq ft In-Water Space	\$7.00 /sq ft In-Water Space

**\*\*All exhibitors must be Boating BC Association members in good standing\*\***

Product	Booth # - Dimensions	Total Sq Ft	Rate	Amount
GOTW (see below)				
GOTW – The 'Get on the Water' levy is a mandatory fee. Add \$40 for up to 100 sq. ft. plus 14 cents per additional square foot of space occupied.			Sub Total	
<b>Deposit:</b> 50% Due with Application			GST (5%)	
50% Due by Oct 20/25			Liability Insurance *	\$159.00
			<b>Total</b>	

### To Be Completed By Exhibitor

Space Request for 2026 Show: \_\_\_\_\_

What products/services will you be exhibiting (only products listed may be promoted) \_\_\_\_\_

Please list brand names for BOATS: \_\_\_\_\_

**Our company is a:** ☐ Manufacturer ☐ Wholesaler ☐ Marine Services ☐ Dealer ☐ Retailer and/or Marina ☐ Other

**Show Guide Listing:** ☐ Same company name as contracted above

☐ Change Company name for Show Guide to: \_\_\_\_\_

### All Exhibitors Check One:

☐ We have Appointed Contractors who will provide their proof of insurance.

Please list all \_\_\_\_\_

☐ We do not have any Appointed Contractors assisting with our space/display

**All Exhibitor Appointed Contractors (EAC) must submit insurance to work in the building. See insurance criteria below.**

### Exhibitor Insurance

All exhibitors and contractors are required to carry commercial general liability insurance of not less than \$2 million, covering move in/out and show dates. **Policy must include the following insureds:** Vancouver International Boat Show, Boating BC Association, B.C. Pavilion Corporation dba Vancouver Convention Centre, Maritime Market and Marina Ltd., Warrington PCI Management, Canada Mortgage Housing Corporation and their respective directors, officers and employees (collectively the "indemnifies").

\*Exhibit space contract includes \$2 million liability coverage for \$159 (Canadian Funds). It does not include property or product coverage. Exhibitors that provide a copy of their insurance certificate & meet the requirements by **December 15, 2025** will receive a refund of \$159.

### Payment Information

Rates are in Canadian Funds	Cheques payable to <b>Boating BC Association</b>
Payments made via Credit Card additional 3% of total contract	Payments made in U.S. Funds additional 3% of total contract

I, the undersigned, affirm by my signature below that: (a) I understand and acknowledge that this Exhibitor application page (the "**Application Page**"), together with the attached General Terms and Conditions ("**Terms and Conditions**"), form a single **Exhibitor Space Agreement** (the "**Agreement**"); I understand and acknowledge that this Agreement becomes a binding contract between BBC and the Exhibitor upon execution by both Parties; (c) I have read and understood the terms and conditions on this Application Page and those contained in the Terms and Conditions; and (d) I have full authority to enter into this Agreement on behalf of the Exhibitor and to bind the Exhibitor accordingly.

**The Exhibitor:** Per: \_\_\_\_\_ (signature) Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**BBC:** Per: \_\_\_\_\_ (signature) Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS

## 1. AGREEMENT

- (a) These Terms and Conditions, together with all documents incorporated by reference herein, including, without limitation, the Exhibitor Kit and the Display Guidelines (as such terms are defined below), form part of the Agreement entered into between the parties identified as the Exhibitor and BBC (each a "**Party**" and together, the "**Parties**") on the Application Page to which these Terms and Conditions are attached.
- (b) Capitalized terms not otherwise defined herein have the meanings given to them on the Application Page.
- (c) For the purposes of this Agreement, the following terms have the meanings set out below:
  - (i) "**Affiliate Member**" has the meaning set out on BBC's website;
  - (ii) "**Exhibitor's Personnel**" means, collectively, the Exhibitor's directors, officers, employees, contractors, subcontractors, agents, representatives, affiliates, and any other persons engaged by or on behalf of the Exhibitor in connection with its participation in the Show;
  - (iii) "**First Day**" means the earliest date of the Show Dates;
  - (iv) "**First Move-In Day**" means the earliest date of the Show Move-In/Out Dates;
  - (v) "**exhibit space**" means, as the context requires: (a) the specific area allocated by BBC to an Exhibitor for the display of Exhibit Items at the Show, as identified in the floor plan included in the Exhibitor Kit (defined below) or as otherwise confirmed by BBC in writing; or (b) exhibit space generally, when used in reference to areas within the Host Venue designated for exhibitor use;
  - (vi) "**Show Dates**" means **January 14, 2026, to January 18, 2026**, inclusive;
  - (vii) "**Show Guide**" means, as the context requires, the printed or digital publication or digital app prepared by or for the benefit of BBC for distribution to and use by Show attendees and exhibitors, and which includes, without limitation, a floor plan of the Show identifying the location of each exhibitor; an alphabetical exhibitor directory setting out booth numbers, company names, and company websites; and such other Show-related content as BBC may determine in its sole discretion;
  - (viii) "**Show Move-In/Out Dates**" means the period from **January 9, 2026, to January 13, 2026 (move-in)**, and from **January 19, 2026, to January 20, 2026 (move-out)**, as may be revised by BBC from time to time in its sole discretion;
  - (ix) "**Host Venue**" means, as the context requires, the Vancouver Convention Centre – West Building, located in downtown Vancouver, or the Maritime Market and Marina, located on Granville Island;
  - (x) "**Regular Member**" has the meaning as set out on BBC's website;
  - (xi) "**Venue Host**" means, as the context requires, BBC, Vancouver International Boat Show, B.C. Pavilion Corporation dba Vancouver Convention Centre, Maritime Market and Marina Ltd., Warrington PCI Management, and Canada Mortgage Housing Corporation;
  - (xii) "**VIBS**" means the Vancouver International Boat Show; and
  - (xiii) "**VIBS Exhibitor Newsletter**" means the electronic newsletter or digital app issued by BBC to Exhibitors prior to and during the Show, containing updates, instructions, reminders, and other operational or logistical information relevant to the Show. The VIBS Exhibitor Newsletter will be issued or updated (as applicable) periodically in the lead-up to the Show, and daily during the Show.

## 2. TERM

- (a) The term of this Agreement (the "**Term**") shall commence on the date that BBC executes the Application Page and shall continue in full force and effect until the date on which the Exhibitor has fully vacated the Host Venue after the conclusion of the Show, to the satisfaction of BBC.

## 3. EXHIBITORS AND EXHIBIT SPACE

- (a) The Show is owned and produced by BBC. All Exhibitors must be current members of BBC in good standing, either as Regular Members or Affiliate Members. The Exhibitor agrees to maintain such membership status throughout the Term of this Agreement.
- (b) BBC may allocate a specific exhibit space to the Exhibitor upon acceptance of the Application; however, all such allocations are provisional and subject to change. BBC reserves the right, in its sole discretion and for any reason, to reassign, relocate, or reconfigure the Exhibitor's allocated exhibit space at any time prior to the Exhibitor's scheduled move-in date, without liability. BBC will use reasonable efforts to provide comparable exhibit space where feasible but makes no guarantee as to final location.

## 4. ADMISSIBLE EXHIBITS

- (a) No Exhibitor shall display, or permit the display of, any items in their exhibit space other than those expressly approved in this Agreement or otherwise approved in writing by BBC. BBC reserves the right, in its sole and absolute discretion, to determine the eligibility of any product, service, signage, display, or promotional material ("**Exhibit Items**") for exhibition in the Show.
- (b) The Exhibitor shall display in its assigned exhibit space only those Exhibit Items that are: (i) directly related to the marine, outdoor, or lifestyle sectors; and (ii) in the case of boats displayed at the indoor Host Venue, new and unused boats from the current model year (collectively, the "**Admissible Exhibits**").
- (c) Notwithstanding Subsection 4(b), and only with the prior written consent of BBC, which may be granted or withheld in its sole and absolute discretion:
  - (i) certain prior model year boats may be permitted for display at the indoor Host Venue;
  - (ii) motorized vehicles, including, but not limited to, automobiles, motorcycles, and recreational vehicles, are not Admissible Exhibits and are prohibited from display in any exhibit space; and
  - (iii) any sampling or distribution of food and/or beverages is prohibited.
- (d) Any updates or changes to Admissible Exhibits will be communicated by BBC to Exhibitors in the VIBS Exhibitor Newsletter.
- (e) The Exhibitor represents and warrants that it has obtained, and shall maintain, all necessary approvals or authorizations from the applicable original equipment manufacturer or other rights holder to display any and all Exhibit Items at the Show.
- (f) The original equipment manufacturer or rights holder of product brands, or BBC in its sole discretion, may determine whether a particular product brand may be displayed in multiple exhibit spaces by multiple Exhibitors, or exclusively in a single exhibit space by a single Exhibitor.
- (g) BBC and/or the Venue Host may, in their sole discretion and at the Exhibitor's sole cost and expense, remove any Exhibit Items that they deem to be disruptive, objectionable, or inappropriate in nature. The Exhibitor shall comply immediately with any directive from BBC or the Venue Host regarding such removal.

## 5. SALE OF MERCHANDISE

- (a) The Exhibitor shall not offer or sell any food or beverage products, whether alcoholic or non-alcoholic, at the Show without BBC's prior written consent, which may be withheld in its sole and absolute discretion.
- (b) The Exhibitor is solely responsible for registering for, collecting, and remitting all applicable sales taxes in connection with the sale of any merchandise at the Show.
- (c) BBC and/or the Venue Host may, in their sole discretion and at the Exhibitor's sole cost and expense, remove any merchandise or sales-related displays that they deem to be disruptive, objectionable, or inappropriate in nature. The Exhibitor shall comply immediately with any directive from BBC or the Venue Host regarding such removal.

## 6. DISPLAY GUIDELINES AND EXHIBITOR KIT

- (a) BBC shall issue to each Exhibitor, in advance of the Show:
  - (i) written display and presentation requirements (the "**Display Guidelines**"); and
  - (ii) an information package containing logistical, operational, and procedural information for the Show (the "**Exhibitor Kit**").
- (b) The Display Guidelines shall set out requirements relating to the installation, construction, layout, character, and overall presentation of exhibits, and may include, without limitation, standards regarding materials, signage, branding, booth structure, and sightlines. The Exhibitor shall comply with the Display Guidelines at all times.

- (c) The Exhibitor Kit shall include, without limitation, Host Venue rules and regulations, move-in and move-out schedule and procedures, badge request procedures, floor plans, deadlines, and other operational details required for participation in the Show. The Exhibitor shall comply with all provisions set out in the Exhibitor Kit.
- (d) Exhibit space dimensions are believed to be accurately stated on the floor plans included in the Exhibitor Kit; however, BBC does not warrant the precise dimensions, configuration, or layout of any exhibit space as depicted therein. If a discrepancy or error is identified, BBC will use commercially reasonable efforts to address the issue upon receipt of written notice from the Exhibitor, provided that such correction is, in BBC's sole discretion, feasible and does not adversely affect other exhibitors.
- (e) The Display Guidelines and the Exhibitor Kit are incorporated by reference into this Agreement and form an integral part thereof.
- (f) BBC may update or amend either the Display Guidelines or the Exhibitor Kit at any time upon notice to the Exhibitor, and the Exhibitor agrees to comply with the most current version of each in effect as of the Show Dates.

**7. EXHIBIT SPACE CONDITIONS – LIGHTING, TEMPERATURE AND FLOOR COVERINGS**

- (a) The Exhibitor acknowledges that lighting conditions at the Host Venue may vary and may not uniformly illuminate all areas of the exhibit space. BBC shall have no obligation to provide supplemental lighting. Where permitted by the Venue Host, and as available, supplemental lighting may be ordered by the Exhibitor at its sole cost and expense in accordance with the procedures outlined in the Exhibitor Kit.
- (b) BBC shall have no responsibility or liability for the temperature levels at the Host Venue at any time. The Exhibitor accepts all risks associated with variable indoor or outdoor temperature conditions that may affect the comfort of the Exhibitor's Personnel or the presentation of its exhibit.
- (c) All exhibit areas located within the indoor Host Venue must be fully covered with appropriate floor coverings (e.g., carpet, tile, or approved plastic flooring). All floor coverings must be properly secured using only adhesive materials that have been pre-approved by the Venue Host. Failure to use approved adhesive materials may result in damage charges to the Exhibitor and/or the removal of non-compliant flooring at the Exhibitor's expense. The Exhibitor shall be liable for all costs incurred by BBC, the Venue Host, or third-party contractors in connection with the removal or repair of improperly affixed floor coverings. See the Exhibitor Kit for more details.

**8. STAFFING OF EXHIBIT SPACE**

- (a) The Exhibitor shall ensure that its exhibit space is adequately staffed at all times during official Show hours.
- (b) Exhibit spaces may only be staffed by the Exhibitor's employees or authorized third-party personnel, including Exhibitor Appointed Contractors (EACs), engaged by the Exhibitor.
- (c) Failure to comply with the above-mentioned staffing obligations may result in the Exhibitor being deemed ineligible for exhibit space renewal or participation in the following year's Show, at BBC's sole discretion. BBC's decision in this regard shall be final and binding.
- (d) The Exhibitor shall be fully and solely responsible for all acts, omissions, negligence, misconduct, and non-compliance of all individuals engaged, retained, or otherwise acting on its behalf in connection with the Show, including, without limitation, all Exhibitor's Personnel, as if such acts or omissions were those of the Exhibitor itself.
- (e) The Exhibitor shall ensure that all Exhibitor's Personnel comply with the terms and conditions of this Agreement at all times.

**9. SUBLEASING, ASSIGNMENT, AND UNAUTHORIZED USE OF EXHIBIT SPACE**

- (a) The Exhibitor shall not assign, sublet, license, share, donate, or otherwise permit any third party to use, occupy, or display within its allocated exhibit space, in whole or in part, without the prior written consent of BBC. For clarity, this restriction includes, but is not limited to, allowing another entity's branding, marketing materials, signage, or representatives to be present in the Exhibitor's exhibit space.
- (b) For the purposes of this Agreement, "subleasing" includes any arrangement, whether by rent, barter, sponsorship, donation, or informal agreement, whereby any person or entity other than the Exhibitor derives promotional, sales, or advertising benefit from the use of the Exhibitor's exhibit space at the Show.
- (c) The Exhibitor may only display, promote, or sell products or services that it regularly manufactures, distributes, or represents in the ordinary course of its business.
- (d) The display or promotion of third-party products or services with which the Exhibitor does not have an established, ongoing commercial relationship is strictly prohibited. BBC may request, and the Exhibitor shall promptly provide, reasonable documentation to verify such relationships.
- (e) Any breach of this Section 9 shall constitute a material breach of this Agreement. Upon such breach, BBC reserves the right to: (i) immediately remove the unauthorized party or materials from the Exhibitor's exhibit space; (ii) terminate the Exhibitor's right to participate in the Show with or without notice; and/or (iii) retain any fees previously paid by the Exhibitor, which shall be forfeited as liquidated damages and not as a penalty.

**10. SHOW RULES AND REGULATIONS**

- (a) Without limiting any other provision of this Agreement, the Exhibitor and the Exhibitor's Personnel shall, at all times, comply with the following rules and regulations (the "**Show Rules and Regulations**"):
  - (i) All Host Venue rules, regulations, directions, and instructions issued, posted or otherwise communicated by the Venue Host, its personnel, BBC, or BBC's personnel, including those contained in the Display Guidelines and the Exhibitor Kit;
  - (ii) No contests or promotions involving the use of ballots (whether printed or electronic) may be held without the prior written approval from BBC, obtained before the First Day of the Show;
  - (iii) Exhibitors and the Exhibitor's Personnel shall not solicit business, distribute materials (including stickers or advertisements), or otherwise engage attendees outside the Exhibitor's designated exhibit space, including in aisles, other public areas of the Host Venue, or within another exhibitor's booth.
  - (iv) Non-exhibiting entities are strictly prohibited from displaying or distributing any signage, stickers, placards, flyers, or other promotional materials anywhere within the Show venue, including inside any Exhibitor's exhibit space;
  - (v) BBC staff may receive and sign for advance shipments only in accordance with the schedule set out in the Exhibitor Kit. Neither BBC nor the Venue Host shall be responsible for any lost, misplaced, or damaged items. Deliveries arriving at the Host Venue before the official advance shipment date will be refused. Exhibitors requiring advance shipments must refer to the Exhibitor Kit for the applicable supplier forms and procedures;
  - (vi) In accordance with the *Workers Compensation Act* (British Columbia), children and youth under the age of sixteen (16) are strictly prohibited from being onsite during the Show Move-In/Out Dates;
  - (vii) All bow thrusters must be fully disengaged prior to any vessel entering the venue and shall remain disengaged until the vessel is removed from the venue; and
  - (viii) Excessive noise, including the playing of music or audio content, is prohibited unless specifically approved by BBC in writing. BBC reserves the right, in its sole discretion, to require the Exhibitor to reduce or eliminate any sound that disrupts the Show environment or interferes with other exhibitors' use or enjoyment of their exhibit space.
- (b) BBC reserves the right to immediately remove from the Show any Exhibitor's Personnel who fail to comply with the Show Rules and Regulations, in addition to other sanctions and remedies as may be determined and applied at BBC's discretion.
- (c) BBC reserves the right, in its sole discretion, to revise, update or otherwise amend any or all of the Show Rules and Regulations from time to time, including during the term of this Agreement.

**11. COMPLIANCE WITH LAWS, REGULATIONS, AND THE SHOW RULES AND REGULATIONS**

- (a) The Exhibitor shall, at its sole cost and expense, comply with, and shall ensure that all of the Exhibitor's Personnel involved in the Exhibitor's participation in the Show, comply with all applicable federal, provincial, and municipal laws, statutes, regulations, bylaws, codes, ordinances, and lawful directives, including, without limitation:
  - (i) the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and Canada's Anti-Spam Legislation (CASL);
  - (ii) all health and safety directives and public health protocols issued by the government of British Columbia, the Provincial Health Officer, the Venue Host, or BBC in connection with the Show; and

- (iii) the *Workers Compensation Act* (British Columbia) and all applicable regulations and requirements of WorkSafeBC (collectively, the **"Applicable Laws"**).
  - (b) The Exhibitor shall also obtain, at its sole cost and expense, all necessary permits, licences, and approvals required for the lawful operation of its exhibit and participation in the Show.
  - (c) The Exhibitor shall comply with all rules, regulations, policies, directives, instructions, and requirements issued by BBC in connection with the organization, safety, conduct, and promotion of the Show, including, without limitation, those contained in this Agreement, the Show Rules and Regulations, the Display Guidelines, and Exhibitor Kit.
- 12. MOVE-IN AND MOVE-OUT SCHEDULE AND LATE ARRIVALS**
- (a) The Exhibitor shall comply with its assigned move-in and move-out schedule as communicated by BBC and as set out in the Exhibitor Kit. Move-in and move-out procedures are designed to ensure orderly logistics, safety, and operational efficiency at the Show.
  - (b) If an Exhibitor arrives for set-up after its scheduled move-in time, BBC may, in its sole discretion: (i) reassign the Exhibitor to an alternate exhibit space, subject to availability; or (ii) if no alternate exhibit space is available or move-in cannot be safely accommodated due to Host Venue conditions or operational constraints (including, without limitation, flooring/carpet installation or closure of freight access), revoke the Exhibitor's right to participate in the Show. In such case, the Exhibitor shall be deemed to have forfeited all fees paid, with no credit or refund. The Exhibitor acknowledges that timely arrival is critical to safe and efficient Show operations, and that BBC incurs significant costs based on planned move-in logistics.
  - (c) The premature removal or dismantling of any portion of an exhibit space, whether structural elements, materials, or displays, prior to the official close of the Show is strictly prohibited. Such conduct disrupts the integrity of the event and negatively affects the experience of attendees and other exhibitors.
  - (d) Any Exhibitor who fails to comply with the move-in and move-out requirements as outlined in the Exhibitor Kit or who removes or dismantles their exhibit space prematurely may, at BBC's sole discretion, be deemed ineligible for exhibit space renewal or participation in future Shows. BBC's decision in this regard shall be final and binding.
- 13. SHOW GUIDE**
- (a) The Exhibitor shall be solely responsible for all content submitted to or included in the Show Guide by or on behalf of the Exhibitor. The Exhibitor assumes full responsibility and liability for the accuracy, completeness, and legality of such content.
  - (b) Unless the Exhibitor expressly indicates an alternative company name for use in the Show Guide at the time of submitting the Application (as set out on the Application Page under "To Be Completed by the Exhibitor"), the company name listed in the "Exhibit Information" section of the Application Page shall be used for all Show Guides and related promotional purposes.
  - (c) BBC may provide the Show Guide in both print and digital formats, which may include an interactive digital platform or event application (collectively, the **"Digital Platform"**).
  - (d) While BBC will use commercially reasonable efforts to ensure the availability and functionality of the Digital Platform, the Exhibitor acknowledges and agrees that interruptions, fluctuations, or performance issues may occur due to factors beyond BBC's reasonable control, including but not limited to third-party telecommunications networks, internet infrastructure, hardware or software limitations, and service provider issues. Accordingly, BBC makes no representations or warranties, and shall have no liability, in respect of:
    - (i) any interruption or failure of the Digital Platform;
    - (ii) any defects, errors, or limitations in hardware or software used by BBC or third parties in connection with the Digital Platform; or
    - (iii) the compatibility or functionality of the Digital Platform with any systems, devices, or software used by the Exhibitor or any end users.
- 14. EXHIBIT SPACE RATES**
- (a) The applicable exhibit space rates are set out on the Application Page under the heading "Rates," and vary depending on membership category, payment method, and the date of submission (the **"Rate Schedule"**).
  - (b) Rates are stated per square foot and are exclusive of applicable taxes.
  - (c) The Exhibitor acknowledges that the applicable rate for each exhibitor varies depending on the method of payment selected. Payment by e-transfer, cheque, cash, or wire transfer will be charged at a lower rate tier than payment by credit card, as set out in the Rate Schedule.
  - (d) Exhibitors who submit a completed Application, together with full payment of the first required installment, on or before August 27, 2025, shall be eligible for the applicable Early Bird Rate set out in the Rate Schedule.
  - (e) The minimum space requirements for exhibit types are as follows: Booth Space must be at least one hundred (100) square feet; Bulk Space must be at least four hundred (400) square feet; and In-Water Space has no minimum unless otherwise imposed by BBC operational constraints.
- 15. PAYMENT FOR EXHIBIT SPACE**
- (a) The Exhibitor covenants and agrees to pay all exhibit space fees in full, in accordance with the Rate Schedule and the payment terms and conditions set out in this Agreement, including those set out on the Application Page (the **"Payment Schedule"**).
  - (b) If the Exhibitor fails to make any payment in accordance with the Payment Schedule, BBC may, in its sole discretion and without notice, declare the Exhibitor ineligible for any exhibit space increases, location changes, or upgrades, and may reassign, reduce, or cancel the Exhibitor's allocated exhibit space without any obligation to provide credit or refund.
  - (c) If any amount owing by the Exhibitor under this Agreement remains unpaid after the final payment deadline, being eighty (80) days prior to the First Day of the Show, BBC may, in its sole discretion and without notice, treat the outstanding balance as an enforceable account receivable, and may reassign, reduce, or cancel the Exhibitor's allocated exhibit space without any obligation to provide any credit or refund.
  - (d) All invoices and amounts payable under this Agreement shall be stated and paid in Canadian Dollars (CAD).
  - (e) Any payment proposed to be made by the Exhibitor in United States Dollars (USD) shall be subject to the prior written approval of BBC, including approval of the USD amount to be paid. Any such USD payment, if approved, shall be subject to a non-refundable administrative fee of three percent (3%), calculated on the total amount owing.
  - (f) Cheques shall be made payable to Boating BC Association and must be drawn upon a recognized Canadian or US bank or credit union. BBC reserves the right to reject cheques or other money instruments from any other institution.
  - (g) Credit card payments are subject to a non-refundable processing fee of three percent (3%), calculated on the total amount charged.
  - (h) All such processing or administrative fees are due and payable at the time of payment and shall not be deducted from the fees owing under this Agreement.
  - (i) Exhibitors with in-water exhibit space are subject to the following additional terms:
    - (i) All Exhibitors with in-water exhibit space will be subject to an onsite audit of their total occupied square footage during the Show. BBC reserves the right to invoice the Exhibitor, at the applicable rates, for any additional square footage occupied beyond that originally contracted. Payment for such additional space shall be due upon the Exhibitor's receipt of invoice.
    - (ii) Exhibitors with in-water exhibit space who wish to reduce the size of their Exhibit Item boats or exhibit space, or both, after the full execution of this Agreement may be eligible for a partial credit, provided that:
      - A. written notice of the reduction is received by BBC no later than sixty (60) days prior to the scheduled in-water move-in date; and
      - B. BBC is able, in its sole discretion and without obligation, to resell the reduced exhibit space. If these conditions are met, BBC will issue a credit equal to fifty percent (50%) of the fees applicable to the reduced space. No credits will be issued for reductions made after the sixty (60) day deadline.
- 16. GOTW**
- (a) The Get on the Water levy (the **"GOTW Levy"**) is a mandatory fee charged by BBC in connection with exhibit space sales for the purpose of funding the Get on the Water marketing campaign—a BBC initiative designed to promote boating and support the marine industry. The campaign is publicly branded as "Get on the Water" and is funded in part through exhibitor contributions at the Vancouver International Boat Show.
  - (b) The GOTW Levy is calculated as follows: forty dollars (\$40) for exhibit space up to and including one hundred (100) square feet, plus fourteen cents (\$0.14) for each additional square foot of space occupied.

- (c) The Exhibitor covenants and agrees to pay the GOTW Levy in full as part of the total amount payable under this Agreement.
- (d) The GOTW Levy is non-negotiable and non-refundable.

**17. AGREEMENT CANCELLATIONS OR EXHIBIT SPACE REDUCTIONS BY EXHIBITOR**

- (a) If the Exhibitor wishes to cancel this Agreement or reduce its contracted exhibit space, the Exhibitor must provide written notice to BBC. The effective date of cancellation or reduction shall be the date such notice is received by BBC.
- (b) In the event of cancellation or space reduction by the Exhibitor, BBC shall be entitled to retain a portion of the Total amount payable by the Exhibitor under this Agreement as liquidated damages and not as a penalty. The Parties acknowledge and agree that such liquidated damages constitute a genuine pre-estimate of BBC's damages, including, without limitation, lost opportunity to resell the exhibit space, reliance on exhibitor participation, and planning and promotional expenses incurred in advance of the Show. The liquidated damages shall be assessed as follows:
  - (i) twenty-five percent (25%) of the Total, if written notice is received more than ninety (90) days prior to the First Move-In Day;
  - (ii) fifty percent (50%) of the Total, if written notice is received between sixty-one (61) and ninety (90) days prior to the First Move-In Day;
  - (iii) seventy-five percent (75%) of the Total, if written notice is received between thirty-one (31) and sixty (60) days prior to the First Move-In Day; and
  - (iv) one hundred (100%) of the Total, if written notice is received thirty (30) days or fewer prior to the First Move-In Day.
- (c) If payments received from the Exhibitor at the time of cancellation or reduction exceed the applicable liquidated damages, the Exhibitor shall be entitled to a credit for the difference. Alternatively, subject to mutual agreement between the Parties, such credit may be retained by BBC and applied, by way of set-off, against any outstanding amounts owing by the Exhibitor to BBC or retained by BBC as a deposit or credit toward participation in a future Show.
- (d) If payments received from the Exhibitor at the time of cancellation or reduction are less than the applicable liquidated damages, the Exhibitor shall remit the outstanding balance to BBC within thirty (30) days of written confirmation of the cancellation or reduction.
- (e) BBC reserves the right, in its sole discretion, to refuse any request for exhibit space reduction made thirty (30) days or fewer prior to the First Day of the Show.
- (f) For all cancellations and approved space reductions, BBC further reserves the right to reconfigure, relocate, or reassign the Exhibitor's exhibit space as it deems appropriate or necessary.

**18. FORCE MAJEURE**

- (a) BBC shall not be liable for any failure or delay in performing any of its obligations under this Agreement, nor shall such failure or delay be deemed a breach or default, if and to the extent such failure or delay is caused by or results from an event beyond the reasonable control of BBC (each, a "**Force Majeure Event**"). Force Majeure Events include, without limitation: (i) acts of God; (ii) flood, fire, earthquake, tsunami, storm, or other natural disasters; (iii) epidemics, pandemics, or other public health emergencies (whether declared or undeclared); (iv) war (whether declared or undeclared), invasion, armed conflict, terrorist threats or acts, civil unrest, riot, or sabotage; (v) government order, law, regulation, advisory, or direction (including travel or gathering restrictions), or action by any governmental authority; (vi) embargoes, blockades, or sanctions; (vii) labour disputes, strikes, work stoppages or slowdowns, or other industrial disturbances; (viii) failure or interruption of utilities or telecommunications services; (ix) shortage or unavailability of materials, labour, transportation, or facilities; or (x) any other cause of any kind whatsoever beyond the reasonable control of BBC.
- (b) In the event of a Force Majeure Event, BBC shall make reasonable efforts to notify the Exhibitor as soon as reasonably practicable, and to provide information regarding the nature of the event, its anticipated duration, and the anticipated impact on BBC's ability to perform its obligations under this Agreement. BBC shall use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as reasonably practicable.
- (c) BBC shall not be liable for any loss, damage, cost, or expense suffered or incurred by the Exhibitor as a result of a Force Majeure Event, and no refunds, credits, compensation, or liquidated damages shall be payable by BBC to the Exhibitor.
- (d) If, as a result of a Force Majeure Event, the performance of any material obligations under this Agreement becomes illegal, impossible, or commercially impracticable (as determined by BBC in its sole and absolute discretion), either Party may terminate this Agreement upon not less than twenty-four (24) hours' written notice to the other Party. Notwithstanding the foregoing, such termination shall not give rise to any liability on the part of BBC, nor entitle the Exhibitor to any refund, credit, compensation, or damages of any kind whatsoever.

**19. SECURITY**

- (a) Exhibitors are required to comply with all security measures implemented by BBC and/or the Venue Host, including restrictions on access to and from exhibit areas outside of Show hours. Exhibitors are strongly advised not to leave valuables or unsecured property in their exhibit space when the Show is not open to the public.
- (b) BBC shall not be liable for any loss of or damage to the Exhibitor's property for any reason whatsoever.
- (c) It is the sole responsibility of the Exhibitor to obtain and maintain insurance covering loss or damage to its own property, equipment, or inventory.

**20. INSURANCE**

- (a) The Exhibitor shall, at its own cost and expense, for the benefit of both the Exhibitor and BBC, obtain and maintain in full force and effect, for the duration of the Show Dates, the Show Move-In/Out Dates, and any other period during which the Exhibitor accesses or occupies any portion of the Host Venue (including any time prior to or following the Show Move-In/Out Dates, whether authorized or unauthorized), the following insurance coverages:
  - (i) **Workers' Compensation and Employer's Liability Insurance**, in compliance with all applicable laws of the Province of British Columbia, for all employees, agents, contractors, or other individuals engaged by the Exhibitor in connection with the Show;
  - (ii) **Commercial General Liability Insurance**, with a minimum limit of not less than **two million dollars (\$2,000,000)** per occurrence, covering all activities related to the Show. The policy must:
    - A. be issued by an insurer duly licensed and authorized to conduct business in Canada and in good financial standing;
    - B. name the following entities as additional insureds: BBC, Vancouver International Boat Show, B.C. Pavilion Corporation dba Vancouver Convention Centre, Maritime Market and Marina Ltd., Warrington PCI Management, and Canada Mortgage Housing Corporation, and any other entities as may be required by BBC or the Host Venues from time to time (collectively, the "**Additional Insureds**");
    - C. include a waiver of subrogation in favour of the Additional Insureds;
    - D. provide that such coverage is primary and non-contributory with respect to any insurance maintained by the Additional Insureds; and
    - E. include contractual liability, bodily injury, property damage, personal injury, and advertising injury (collectively, the "**CGL Insurance Requirements**"); and
  - (iii) **Automobile Liability Insurance**: If the Exhibitor will use any owned, leased, rented, or borrowed motor vehicles on or within the Host Venue premises, the Exhibitor shall maintain automobile liability insurance with a limit of not less than **two million dollars (\$2,000,000)** per occurrence, endorsed to include the Additional Insureds.
- (b) Certificates of insurance evidencing the required coverages set out in Subsection 20(a), and naming all required Additional Insureds, must be provided to BBC no later than **thirty (30) days prior to the First Day of the Show**, or such other date as may be specified by BBC in writing. The Exhibitor shall ensure that such certificates are kept current and valid through the Show Dates and the Show Move-In/Out Dates.
- (c) **The VIBS CGL Insurance Fee of one hundred fifty-nine dollars (\$159.00) will be automatically added to the Exhibitor's account. This fee will be refunded if the Exhibitor provides a valid certificate of insurance that complies in full with the CGL Insurance Requirements no later than thirty (30) days prior to the First Day of the Show.** If the Exhibitor fails to submit a compliant certificate by such date, the BBC-arranged insurance will remain in effect, and the fee will be non-refundable. The Exhibitor acknowledges and agrees that the BBC-arranged CGL insurance is limited to third-party liability coverage and does not include product liability, property insurance, or any coverage for the Exhibitor's own goods, equipment, or personnel.
- (d) All deductibles applicable to the insurance policies referenced under this Section 20 shall be the sole responsibility of the Exhibitor.

- (e) The Exhibitor acknowledges and agrees that none of the Additional Insureds maintain any insurance coverage for the Exhibitor's property or liabilities. The Exhibitor is solely responsible for arranging any desired property, contents, product liability, business interruption, or other insurance for its participation in the Show.
- (f) To the fullest extent permitted by applicable law, the Exhibitor hereby waives all rights of subrogation against the Additional Insureds, whether such rights arise in contract, tort, or otherwise, in connection with any loss, damage, or expense that is covered, or would have been covered, by any insurance required to be maintained by the Exhibitor under this Agreement.

## 21. INTELLECTUAL PROPERTY

- (a) The Exhibitor represents and warrants that all content, materials, and intellectual property used, displayed, performed, or distributed by the Exhibitor at the Show, in promotional activities relating to the Show, or in connection with this Agreement, whether in print, digital, broadcast, or online media, will not infringe, misappropriate or otherwise violate any intellectual property or proprietary rights of any third-party.
- (b) All trademarks, service marks, logos, trade names, and other intellectual property associated with the Vancouver International Boat Show, including, without limitation, the name "Vancouver International Boat Show" and its logo (collectively, the "**BBC IP**"), are the sole and exclusive property of BBC. The Exhibitor acknowledges and agrees that, by entering into this Agreement or participating in the Show, it does not acquire any right, title, or interest in or to any BBC IP, except for the Limited Licence (defined below) granted herein.
- (c) BBC grants the Exhibitor a limited, non-exclusive, non-transferable, revocable, royalty-free license (the "**Limited Licence**") to use the BBC IP solely for the purpose of promoting the Exhibitor's participation in the Show. The Limited Licence is restricted to authorized promotional uses and may not be sublicensed. The Limited licence automatically expires upon the expiry or earlier termination of this Agreement and is non-renewable. The Exhibitor shall not:
  - (i) modify, distort, translate, animate, adapt, or otherwise alter any BBC IP in any manner;
  - (ii) use the BBC IP in a manner that may dilute, tarnish, or otherwise harm the goodwill associated with BBC or the Show;
  - (iii) use the BBC IP in any way that suggests an endorsement by BBC of the Exhibitor or its products or services; or
  - (iv) use the BBC IP on websites, domain names, social media handles, metatags, search engine keywords, or advertising platforms (including but not limited to Google Ads or other sponsored search engine programs) in a manner that, in BBC's sole discretion, is misleading, confusing, or likely to divert internet traffic away from BBC's official Show website.
- (d) BBC may revoke the license granted under Subsection 21(c) at any time and for any reason, including without limitation if, in BBC's sole discretion, the Exhibitor's use of the BBC IP is inappropriate, inaccurate, or inconsistent with BBC's branding guidelines, or is detrimental to the reputation of the Show.
- (e) Upon written notice from BBC, the Exhibitor shall immediately cease all use of the BBC IP and, where applicable, take reasonable steps to remove the BBC IP from any promotional materials, websites, advertisements, or social media under its control. Failure to comply with such direction may result, without limitation, in the immediate termination of this Agreement and forfeiture of any fees paid, with no refund or credit. The Exhibitor may also lose seniority points for future shows, and BBC reserves the right to pursue any other remedies available under this Agreement or at law.

## 22. INDEMNIFICATION

- (a) The Exhibitor hereby irrevocably and unconditionally releases and shall indemnify, defend, and hold harmless, and reimburse:
  - (i) BBC and its directors, officers, employees, Show personnel (regardless of compensation), contractors, subcontractors, agents, representatives, and affiliates (collectively, the "**BBC Indemnified Parties**"); and
  - (ii) Vancouver International Boat Show, B.C. Pavilion Corporation dba Vancouver Convention Centre, Maritime Market and Marina Ltd., Warrington PCI Management, and Canada Mortgage Housing Corporation, and each of their directors, officers, employees, contractors, subcontractors, agents, representatives, and affiliates (collectively, the "**Show Indemnified Parties**"),
 from and against any and all losses, damages, liabilities, deficiencies, demands, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, legal fees and related disbursements and applicable taxes on a solicitor and own client basis), that are incurred by, imposed upon, or asserted against BBC or the BBC Indemnified Parties or the Show Indemnified Parties, in each case directly or indirectly arising out of, resulting from, or connected with:
  - (iii) any breach, non-fulfilment, or non-performance of any provision of this Agreement or the Show Rules and Regulations by the Exhibitor or the Exhibitor's Personnel;
  - (iv) any negligence, wilful misconduct or more culpable act or omission of the Exhibitor or the Exhibitor's Personnel (including reckless misconduct) in connection with the performance of its obligations under this Agreement or participation in the Show;
  - (v) any bodily injury, sickness, disease, or death of any person, or any loss, theft, or damage to real or tangible personal property, caused or contributed to by the acts or omissions of the Exhibitor, the Exhibitor's Personnel, or arising in any way from the use, occupancy, or enjoyment of the exhibit space, equipment, or the Show facilities by the Exhibitor or the Exhibitor's Personnel, whether foreseeable or not;
  - (vi) any pollution, spill, leakage, discharge, or environmental incident, or any damage to property or persons, arising out of or in connection with any vessel, boat, or related equipment brought by the Exhibitor or the Exhibitor's Personnel to the Show or displayed in the exhibit space, including during transportation to or from the Host Venue;
  - (vii) any failure by the Exhibitor or the Exhibitor's Personnel to comply with any applicable federal, provincial, or municipal laws, regulations, codes, or lawful orders, including, without limitation, privacy laws and Canada's Anti-Spam Legislation, in connection with their participation in the Show or related to this Agreement;
  - (viii) any third-party claim asserted by any other Show exhibitor, contractor, participant, or attendee arising out of the Exhibitor's participation in the Show;
  - (ix) any claim, demand, or action that the Exhibitor's display, promotional materials, conduct, or activities at the Show, including, but not limited to, the use, reproduction, performance, or incorporation of music, written materials, images, videos, models, drawings, graphic depictions, inventions, devices, products, trademarks, service marks, trade names, patents, trade secrets, or other intellectual property (whether licensed or unlicensed), infringes, misappropriates, or otherwise violates the intellectual property or proprietary rights of any third-party. This includes, without limitation, claims brought by music licensing organizations such as the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), Society of European Stage Authors and Composers (SESAC), the Society of Composers, Authors and Music Publishers of Canada (SOCAN), or similar bodies, arising from the Exhibitor's use or incorporation of music or other protected materials during the Show or any related events;
  - (x) the Exhibitor's unauthorized use of any trademarks, trade names, logos, or other intellectual property owned by BBC or the Show Indemnified Parties, including, without limitation, any use that breaches Section 21 of this Agreement; and
  - (xi) for the benefit of the BBC Indemnified Parties only, any claim asserted by a Venue Host arising out of: (A) the Exhibitor's participation in the Show; or (B) any claim of indemnity or breach under the terms of the agreement(s) by which the Venue Host makes the Host Venue available to BBC for the purposes of holding the Show.
- (b) Notwithstanding the foregoing, the indemnity set out in Subsection 22(a) shall not apply to the extent that any loss, damage, claim, or expense results solely from the gross negligence or wilful misconduct of the BBC Indemnified Parties or the Show Indemnified Parties, as applicable.

## 23. LIMITATION OF LIABILITY

- (a) Except as expressly provided in Subsection 23(c), in no event shall BBC or the BBC Parties be liable to the Exhibitor or the Exhibitor's Personnel for any consequential, indirect, incidental, special, exemplary, or punitive damages, including, without limitation, loss of profits, business interruption, loss of goodwill, loss of data, loss of use or loss of business opportunity, whether arising in contract, tort (including negligence), equity, or otherwise, and whether or not such damages were foreseeable or BBC or a BBC Party was advised of the possibility of such damages.
- (b) Except as expressly provided in Subsection 23(c), the aggregate liability of BBC and the BBC Parties arising out of or in connection with this Agreement, whether in contract, tort (including negligence), equity, or otherwise, shall not exceed the total amount of fees actually paid by the

Exhibitor to BBC under this Agreement. The limitations in this Section 23 shall apply even if any exclusive remedy provided herein fails of its essential purpose.

- (c) The exclusions and limitations set out in Subsections 23(a) and 23(b) shall not apply to:
  - (i) any liability arising from BBC's gross negligence or wilful misconduct;
  - (ii) any liability to the extent covered by insurance maintained by BBC and recoverable in respect of the applicable claim; or
  - (iii) any personal injury or death or damage to tangible personal property, directly caused by the gross negligence of BBC or the BBC Parties.
- (d) This Section 23 sets out the Exhibitor's sole and exclusive remedy and the BBC Parties' entire liability for any and all claims, losses, damages, or liabilities arising under or in connection with this Agreement.

#### **24. TERMINATION**

- (a) If the Exhibitor fails to comply with any provision of this Agreement, including, without limitation, any Applicable Laws or Show Rules and Regulations, or fails to comply with any reasonable directives issued by BBC or the Venue Host, BBC may, in its sole and absolute discretion:
  - (i) terminate the Exhibitor's participation in the Show without credit or refund;
  - (ii) require the Exhibitor to immediately vacate and remove its exhibit from the Show venue, at the Exhibitor's sole cost and expense; and/or
  - (iii) darken, shut down, or otherwise restrict access to the Exhibitor's exhibit space.
- (b) BBC's decisions in connection with the foregoing shall be final and binding.

#### **25. NOTICE**

- (a) Any notice, demand, request, consent, approval, or other communication (a "**Notice**") required or permitted to be given or made under this Agreement shall be in writing and shall be: (i) delivered in person; (ii) sent by registered mail or by a nationally recognized courier service; or (iii) sent by email, with confirmation of transmission, to the receiving party at the address or email set out on the Application Page, or such other address or email as either party may designate in writing from time to time in accordance with this Section.
- (b) A Notice shall be deemed to have been received: (i) if delivered in person, on the date of delivery; (ii) if sent by courier, on the date shown in the courier's records as the date of delivery; (iii) if sent by registered mail, on the fifth (5th) business day after mailing, unless actual delivery occurs earlier; and (iv) if sent by email, on the date of transmission, provided that no bounce-back or delivery failure notice is received.
- (c) If a Notice is received on a day that is not a business day, or after five o'clock (5:00) p.m. local time on a business day, it shall be deemed to have been received on the next business day.

#### **26. HEADINGS**

- (a) The division of this Agreement into sections, subsections, and other subdivisions, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references in this Agreement to a "Section," "Subsection," or a referenced document (including, without limitation, the Exhibitor Kit, Display Guidelines, or other incorporated materials) are to the applicable section, subsection, or document forming part of this Agreement.

#### **27. ENTIRE AGREEMENT**

- (a) This Agreement, together with all documents incorporated by reference herein, including, without limitation, the Exhibitor Kit and the Display Guidelines, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, warranties, and communications, whether oral or written, express or implied, relating to such subject matter.

#### **28. AMENDMENT**

- (a) No amendment, modification, waiver, or variation of this Agreement shall be valid or binding unless made in writing and signed by both Parties.
- (b) Notwithstanding Subsection 28(a), BBC shall have the sole and exclusive right, upon written notice to the Exhibitor, to amend:
  - (i) the definition of "Additional Insureds" and the corresponding insurance requirements requiring certain parties to be named as additional insureds on policies to be obtained by the Exhibitor;
  - (ii) the definition of "Show Indemnified Parties"; and
  - (iii) the definition of "Venue Host".

#### **29. ENUREMENT AND ASSIGNMENT**

- (a) This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- (b) The Exhibitor shall not assign, transfer, delegate, subcontract, or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, whether directly or indirectly (including by operation of law, merger, amalgamation, or otherwise), without the prior written consent of BBC, which may be withheld in BBC's sole and absolute discretion.
- (c) For the purposes of this Agreement, any change of control of the Exhibitor shall be deemed to be an assignment requiring BBC's prior written consent.
- (d) A "change of control" includes any transaction or series of related transactions resulting in (i) a change in the ownership of more than fifty percent (50%) of the voting securities of the Exhibitor, or (ii) the transfer of all or substantially all of the Exhibitor's assets to another person or entity.
- (e) Notwithstanding the foregoing, BBC may assign this Agreement without the consent of the Exhibitor to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of BBC's assets.
- (f) Any attempted assignment or transfer in violation of this Section shall be null and void and shall not be binding on BBC.

#### **30. WAIVER**

- (a) No waiver by BBC of any provision of this Agreement shall be effective unless expressly set out in writing and signed by an authorized representative of BBC.
- (b) No failure or delay by BBC in exercising any right, remedy, power, or privilege under this Agreement shall operate or be deemed as a waiver thereof; nor shall any single or partial exercise of any such right, remedy, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (c) A waiver of any breach shall not be deemed to be a waiver of any other breach or of any subsequent breach of the same or any other provision. The rights and remedies of BBC under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or equity.

#### **31. SEVERABILITY**

- (a) If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith a valid, legal, and enforceable substitute provision that most nearly reflects the original intent.

#### **32. SURVIVAL**

The termination or expiration of this Agreement, for any reason, shall not affect those provisions which, by their nature, are intended to survive termination, including, but not limited to, Sections 11, 15, 20, 21, 22, 23, 24, 25, and any other provisions which by implication are intended to survive. All such provisions shall remain in full force and effect notwithstanding the termination or expiration of this Agreement.

#### **33. RELATIONSHIP OF THE PARTIES**

- (a) Nothing in this Agreement shall create any partnership, joint venture, agency, or employment relationship between BBC and the Exhibitor. Neither Party shall have authority to bind or obligate the other except as expressly set forth herein.

#### **34. GOVERNING LAW AND FORUM**

- (a) This Agreement, including all incorporated documents referenced therein, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the Province of British Columbia or any other jurisdiction) that would result in the application of the laws of any jurisdiction other than those of the Province of British Columbia.
- (b) Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement in any forum other than the courts of the Province of British Columbia sitting in the City of Vancouver, or, if such court does not have subject matter jurisdiction, any other court of competent jurisdiction in the Province of

British Columbia. Each Party further irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts.

- (c) Each Party further agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by action on the judgment or in any other manner provided by law.

**35. COUNTERPARTS**

- (a) This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which taken together will constitute one and the same agreement. An electronically or digitally signed counterpart of this Agreement using DocuSign or any other electronic or digital form of execution will have the same force and effect as a manually signed counterpart. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of an originally or manually executed counterpart. For greater certainty, notwithstanding that the Parties may execute this Agreement on different dates, the effective date of this Agreement shall be deemed to be the date on which this Agreement is executed by BBC.

***[End of General Terms and Conditions]***