

2023 VANCOUVER INTERNATIONAL BOAT SHOW TERMS AND CONDITIONS

1. ADMISSIBLE EXHIBITS

- a) Exhibitor agrees to display only new, unused current-model-year boats and marine related products. Exhibitor will not display any product or signage without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- b) Canadian Boat Shows Inc. (CBSI) reserves the right to determine the eligibility of any company, product, signage, or material for inclusion in the show. No Exhibitor shall exhibit, or permit to be exhibited in the space allocated to them, any product, merchandise, signage or display material other than that specified in this application.
- c) Exhibitor agrees that CBSI may remove any exhibits that it determines are of a disruptive, objectionable or inappropriate nature.
- d) Please refer to the shows' Display Guidelines for information on the installation, construction and character of exhibits.

2. PAYMENT FOR SPACE

- a) Member rate applies only to space occupied by the member's own products.
- b) All Exhibitor accounts with CBSI must be paid in full, by cheque, cash, wire no later than 30 days before Exhibitor's scheduled show move-in date. This includes payments for space deposits and any other balance due to CBSI. Exhibitors who are not paid in full on all balances due to CBSI as described above will be deemed to have cancelled the space contract for this show and will forfeit any deposits already made.
- c) Members must be in Good Standing by December 1st preceding the show.
- d) Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind and are subject to space re-assignment, cutback, or cancellation without credit or refund.

3. CANCELLATIONS, CUTBACKS, and SPACE CHANGES

- a) Should the Exhibitor wish to cancel this contract after a contract has been signed by CBSI, the Exhibitor must contact CBSI and notice of the cutback or cancellation must be confirmed by CBSI. A contract cancellation penalty representing all or a portion of the total contact price will be assessed according to the following formula:

25% contract penalty—91 days or more prior to the first day of move-in/set-up.

50% contract penalty—90 days or less prior to the first day of move-in/set-up.

75% contract penalty—60 days or less prior to the first day of move-in/set-up.

100% contract penalty—30 days or less prior to the first day of move-in/set-up.

If Exhibitor deposits received to date are in excess of the contract penalty, then Exhibitor will be entitled to a credit for this difference. This credit may be applied to any outstanding invoice for a past CBSI Show or service or used as a deposit for future show space. Credits will not be paid in cash. If Exhibitor deposits received to date are less than the contract penalty, Exhibitor must remit a cheque for this shortfall to CBSI once the cancellation or cutback has been confirmed.

- b) For all Exhibitors requesting a space reduction, CBSI reserves the right to relocate the exhibit or reconfigure it as determined by CBSI. In the event that show space must be reallocated after contracts have been accepted and signed, CBSI has the right to relocate the Exhibitor's space.

4. ACTS OF GOD

CBSI shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, snowstorms, fire, flood, earthquakes, hurricanes, and tornadoes) or other events beyond CBSI's control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or pandemic/infectious disease including COVID-19 & variants). If such events prevent Exhibitor's In-Person Show space being made available to Exhibitor, the Digital component of the 2023 show will proceed as scheduled. CBSI shall transfer to the rescheduled 2023 or 2024 Vancouver Boat Show, or return to Exhibitor payments made by Exhibitor after deducting a fee towards the Digital Platform according to the schedule:

100 sq ft – 499 sq ft = \$1.00 per sq ft maximum \$499

500 sq ft – 2,000 sq ft = \$1,000

2,001 sq ft & over = \$1,500

5. DISPLAY CHARACTERISTICS

- a) Dimensions of all exhibit areas are believed to be accurately stated on the floor plans. If there is a discrepancy or error, CBSI will attempt to correct the situation once it is brought to our attention.
- b) Facility lighting may not illuminate all areas evenly and effectively. CBSI assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Kit). CBSI assumes no responsibility for temperature levels at any time.

6. LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by CBSI or, if no alternative is available, are required to forfeit their show participation rights.

7. STAFFING OF EXHIBITS

- a) Exhibits must be staffed during all show hours.
- b) Exhibit removal prior to the final day's close of the show is strictly forbidden.
- c) Exhibitors that do not comply with these regulations will not be offered renewal of their space in the following year's show.

8. SUBLEASING

Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space. Non-exhibiting firms may not place stickers, placards, or other signs anywhere in the show.

9. SALE OF MERCHANDISE

CBSI reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas. Exhibitor is solely responsible for registering for, collecting, and reporting appropriate sales taxes.

10. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/ATTORNEY FEES

- a) Exhibitor releases and agrees to indemnify, defend and hold harmless CBSI, its contractors and their respective directors, officers, employees and agents, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any:
 - (i) injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the show, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto;
 - (ii) allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that is not Canadian Anti-Spam Legislation ("CASL") compliant, including for any negligent acts, omissions, or willful misconduct leading to an allegation or finding of CASL non-compliance; and
 - (iii) any allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that infringes any intellectual property rights of any third party.
- b) Exhibitor, without regard to assignment, lease, sublease or dealer occupancy shall indemnify, hold harmless, defend and reimburse the Vancouver International Boat Show, Boating BC Association, Canadian Boat Shows Inc. (CBSI), BC Place, B.C. Pavilion Corporation, Maritime Market and Marina Ltd., Warrington PCI Management or Canada Mortgage Housing Corporation and their managers contractors, directors, officers, employees, agents and members, and each of them ("Indemnitees"), from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees, costs of litigation, and all other costs, expenses and charges, which Indemnitees incur or may incur for any reason resulting from, relating to or arising out of Exhibitor's participation in the event, including but not limited to: (i) the negligence, gross negligence, intentional misconduct or criminal acts or omissions of indemnitor in the performance or breach of this Agreement. (ii) the breach by Exhibitor and/or its Contractors, their directors, officers, employees, agents or Exhibitor's contractors, or any of them, of any representation or covenant set forth herein; (iii) any injury to or death of any persons, or any loss of, through theft or

otherwise, or damage to, property arising in any way in connection with the use and enjoyment by the Exhibitor, or any other person or entity present with the permission, express or implied, of Exhibitor of the space, equipment or the show space or hall; (iv) the use of equipment, devices furnished to or used by the Exhibitor, or other persons in connection with the show, or the use of the space, provided that the foregoing indemnification shall not apply where the damage, injury or loss results solely from the gross negligence or willful misconduct of the show sponsor, CBSI or their respective employees or contractors.

c) The Digital Platform used for the Show uses industry standard technology. Notwithstanding the foregoing, fluctuations and interruptions in the availability, performance, stability, and reliability of the Platform may occur. CBSI cannot control these factors, nor the telecommunications networks, the Internet services and network elements provided by third parties. CBSI accepts no liability for the said aforementioned factors. Furthermore, CBSI accepts no responsibility for errors and defects in the hardware and software used for the Digital Platform, including third party hardware and software. CBSI reserves the right to suspend or discontinue the virtual show without further notice.

d) This Agreement shall be governed by and construed in accordance with the substantive laws of the Province of British Columbia without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than the Province of British Columbia to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the personal jurisdiction of, the courts of the Province of British Columbia located in the city of Vancouver. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against Exhibitor by Show Management for the collection of fees or other sums due Show Management pursuant to this Agreement, the prevailing party's costs of such action, including reasonable attorneys' fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.

e) Attorney Fees – Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

11. INSURANCE

a) CBSI shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of CBSI or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by CBSI for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance:

i) Worker's compensation and employer's liability insurance covering its employees in the province in which the show is being held, in accordance with the statutes, rules and regulations promulgated by that province's governing authorities.

ii) Commercial General Liability Insurance (or its equivalent) including Products/Completed Operations, Personal and Advertising Injury, with a per occurrence limit of not less than \$2,000,000 and endorsed with Canadian Boat Shows Inc. and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

iii) Exhibitors using owned, leased, rented or borrowed vehicles on or within the venue are required to have Automobile Liability Insurance with a per occurrence limit of not less than \$2,000,000 endorsed with Canadian Boat Shows Inc., and other parties as delineated in the sample insurance certificate provided to Exhibitor, as Additional Insureds.

b) Certificates of insurance, with the limits, dates of coverage, and endorsements as stated above, shall be furnished to CBSI no later than 30 days before the scheduled move-in date for the show.

c) The Exhibitor understands that neither the Vancouver International Boat Show, Boating BC Association, Canadian Boat Shows Inc. (CBSI), BC Place, B.C. Pavilion Corporation, Maritime Market and Marina Ltd., Warrington PCI Management or Canada Mortgage Housing Corporation maintain insurance covering the Exhibitor's property nor it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor waives any rights of subrogation available to Exhibitor or its insurance underwriters.

12. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Event of any music, written material, dramatic rights, inventions, devices, products, or similar items that are the subject of any copyright, trademark, servicemark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless CBSI and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

13. RULES AND REGULATIONS

a) CBSI shall have the power to adopt, amend, interpret, and enforce all show terms, rules and regulations with respect to the operation and conduct of the Show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the Show and the marketing activities of exhibitors with respect to the Show. Any exhibitor observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any applicable CBSI terms, rules and regulations, will be asked to leave immediately. Additional penalties may be applied. Exhibitor shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, federal, provincial, municipal and local, which affect the show space. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CBSI to terminate CBSI's obligations under this contract and remove Exhibitor from the show or shut down or darken Exhibitor's space. CBSI's decision on all such matters shall be final.

b) Exhibitor's advertising and marketing of its participation in the Show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse CBSI's trademarks ["the CBSI Marks including Vancouver Boat Show, (VIBS)"] and other intellectual property. If, in the reasonable belief of CBSI, (i) Exhibitor's activities infringe any of the CBSI Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, the CBSI Marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of CBSI with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from CBSI's boat show websites and to Exhibitor's website web searches using the CBSI Marks, CBSI reserves the right to cancel Exhibitor's space and revoke seniority points for future boat shows. CBSI's decision on all such matters shall be final.

c) No failure by CBSI to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that CBSI may have under this Agreement shall impair any right, power or remedy that CBSI may have under this Agreement.

NOTABLE BOAT SHOW RULES & REGULATIONS

- 1) Space for the 2023 Show is defined as In-Person and Digital unless otherwise indicated
- 2) Exhibitors will be required to adhere to all safety protocols as put in place by the government of BC, Health Officials & CBSI.
- 3) All visible areas of the floor within each exhibit are required to have floor coverings (carpet, tiles, plastic, etc...).
- 4) In-water exhibitors will be subject to on-site audits and invoiced for additional square footage accordingly.
- 5) In-water exhibitors wishing to reduce the size of boats exhibited after the contract is accepted and signed by Canadian Boat Shows Inc. are eligible for a credit amounting to 50% of remaining funds, provided that written notice of the reduction is given to Canadian Boat Shows Inc. at least 21 days before the show's opening day. No credit will be issued beyond that point.

- 6) Exhibitors must comply with all parts of Workers Compensation Act (WCA) and all regulatory requirements of the Workers Compensation Board of British Columbia.
- 7) Motorized Vehicles are not permitted in Boat Show exhibits without Show Manager's written approval.
- 8) If copyrighted music is to be played in display, then Exhibitor must obtain all necessary licenses.
- 9) Any bow thruster feature on a boat must be disengaged while on display.
- 10) Boat Show Staff will receive and sign for advanced shipments but are not responsible for any misplaced or lost items.
- 11) Should there be a marine spill of any kind for exhibitors at Granville Island, it will be the exhibitor's responsibility for costs and any ramifications.