

EXHIBITOR CONTRACT

2019 PORT CREDIT In Water BOAT SHOW

Please complete and return with your Exhibitor Application.
Fax: 905-274-1029 email: pcboatshow@gmail.com

AGREEMENT made on _____, **2019** at _____ between
PORT CREDIT HARBOUR MARINA and BRISTOL MARINE LTD. (hereinafter called
the "Licensor"), and:

Company Name: _____

Address: _____

Phone: _____

Email: _____

Attention: _____

(hereinafter called the "Exhibitor"), witness the: that the Licensor, for and in consideration of the payments and agreements on the part of the Exhibitor to be made and performed, hereby grants to the Exhibitor the right to use the exhibit space in the Port Credit In Water Boat Show ("Show"), designated as the space number shown hereon and on the Show diagrams of said exhibition, for the exhibition of (specify clearly products and/or services to be provided):

On the following terms and conditions:

1. The Exhibitor hereby agrees to pay for the right to use the space provided for it.
2. The Exhibitor agrees that unless this contract is returned duly signed by July 15, 2019 the Licensor is not required to hold the space for the Exhibitor and may relicense it without notice.
3. The use of said space shall be subject to the Rules and Regulations attached and in the "Exhibitor Information Package" and to all further rules and regulations now or

hereinafter adopted for the conduct of the Show which are hereby made part of this Agreement and to which the Exhibitor agrees strictly to conform to.

4. The Exhibitor shall hold the Licensor harmless from any damage, expense or liability, to or in respect of any person, arising out of the Exhibitor's occupancy of the said licensed space or anything or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees, in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere on the Port Credit Harbour Marina premises.
5. The Exhibitor shall hold Commercial General Liability Insurance with limits of not less than \$2,000,000 per occurrence and including a Cross Liability Clause and thirty (30) days Notice to the Licensor of any cancellation or material change to the policy. The Licensor is to be named as an additional insured with respect to all operations arising out of the Exhibitor's participation in the Show. The Exhibitor is required to deliver to the Licensor a certificate evidencing such insurance not less than fifteen (15) days prior to the commencement of the Show.
6. If the Exhibitor fails to make any of said payments at the time appointed therefor or otherwise cancels or terminates their participation in the show, all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the Licensor as liquidated damages for the breach of the Agreement, and the Licensor may thereupon relicense said space. The Licensor may at any time that the Exhibitor fails to pay any indebtedness owed by the Exhibitor to the Licensor, after demand, seize and sell any property of Exhibitor within the Show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness, together with its costs, without prejudice to any other rights of the Licensor, and the Exhibitor shall be liable for any deficiency or loss suffered by the Licensor.
7. This license may be terminated by the Licensor at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Licensor as liquidated damages for such breach, and the Licensor may there upon relicense said space.
8. In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions and rules shall be read as if the said illegal or unenforceable term, condition or rule is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any further waiver or variation of any other provision.
9. The Exhibitor shall not assign this license or sublet or license the whole or any part of the space hereby contracted for without the prior written permission of the Licensor.

10. The Licensor reserves the right to decline, or prohibit any activity, exhibit or component which, in its sole opinion, is not suitable for the Show and require that the Exhibitor cease participation in the Show. Any payments received by it on account will only be returned to the Exhibitor subject to a \$100 administration fee if the Exhibitor has not set up its exhibit.
11. There is no representation, warranty or condition made by or binding upon the Licensor affecting the subject matter of this Agreement and of the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Licensor.
12. The Exhibitor must read and sign a Marina Lease Agreement (attached) with the Port Credit Harbour Marina, such Agreement to be submitted not less than fifteen (15) days prior to the commencement of the Show. The Exhibitor agrees to be bound by the Terms and Conditions appearing on the back of the Marina Lease Agreement.
13. The Licensor reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract.
14. Notwithstanding that the Licensor may approve the Exhibitor, the Exhibitor is responsible for obtaining all permits and pay all fees required by any governing body or regulatory body that may have jurisdiction over the products, exhibits or activities that the Exhibitor is selling or displaying.
15. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Ontario Law.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT

LICENSOR

EXHIBITOR