

# EXHIBITOR AGREEMENT

The terms and conditions set forth below become part of the agreement between the Chamber and you, the Exhibitor (the "Agreement"). By participating in the 2023 Spring Trade Show, the Exhibitor agrees to the terms and conditions below.

1. DEFINITIONS. For the purposes of this Agreement;

a. "Chamber" means the Peace River & District Chamber of Commerce, including any of its employees, directors, agents, representatives, or subcontractors;

b. "Exhibitor" means the Exhibitor, including any of its employees, directors, agents, representatives, subcontractors, or shareholders;

c. "Exhibit Space" means the booth and space assigned by the Chamber to the Exhibitor for use during the Show Hours as set out in this Agreement.

d. "Show Hours" means Friday, May 5th, 2023 from 4:00 p.m. to 9:00 p.m. and Saturday, May 6th, 2023 from 10:00 a.m. to 5:00 p.m.

e. "Show Premises" means the Baytex Energy Centre in Peace River, Alberta.

2. PAYMENT. The Exhibitor agrees to pay for any Exhibit Space as specified by the Chamber. The Exhibitor will make no use of any Exhibit Space until all payments owing to the Chamber have been made in full.

3. STAFFING. All Exhibit Space must be staffed during the Show Hours. The Exhibitor agrees to staff the Exhibit Space and will not sublet or apportion any Exhibit Space to anyone besides the Exhibitor. The Exhibitor agrees to confine all promotional activity to the Exhibit Space.

4. DISPLAYS. The Exhibitor is fully responsible for the creation and operation of any displays on Exhibit Space. All displays must be designed, constructed and operated safely and in good taste.

5. PERMITS. It is the responsibility of the Exhibitor to obtain any permits required for any aspect of their Exhibit Space use, including but not limited to any permits required for food or drinks.

6. GARBAGE DISPOSAL. The Exhibitor is responsible for keeping the Exhibit Space clean. Garbage cans will be provided for refuse.

7. NOISE LEVELS. The Exhibitor will keep any music or activities on the Show Premises at a reasonable noise level. All Exhibitor music must be turned off while there is musical entertainment on the stage.

8. NO ALCOHOL. There will be no alcoholic beverages permitted on the Show Premises.

9. RESPECT. The Exhibitor agrees to comply with any applicable fire codes, laws, ordinances and regulations at all times. Smoking will not be permitted anywhere on the Show Premises. Helium balloons will not be permitted on the Show Premises. The Exhibitor will act in the interests of public safety, the Chamber, and other exhibitors at all times.

10. IMAGE WAIVER. The Exhibitor gives full consent to the Chamber to use the Exhibitor's name and any images of the Exhibitor or of Exhibit Space taken during the 2017 Spring Trade Show for promotion of the Chamber or future Chamber events.

11. LIABILITY. The Exhibitor agrees to indemnify and hold harmless the Chamber for any claim, loss, damage, or injury whatsoever, including but not limited to any loss, damage, or injury that occurs on the Show Premises or while travelling to and from the Show Premises. The Chamber will provide security at the Show Premises but does not accept liability for any stolen goods or damage to Exhibitor property or displays. The Exhibitor is responsible for the safety of any individuals on Exhibit Space or participating in Exhibitor activities.

12. CHAMBER DISCRETION. Notwithstanding any other provisions of this Agreement, the Chamber retains the right to take any actions it sees fit to give effect to this Agreement or to preserve the best interests of the Chamber, other exhibitors, trade show attendees, or public safety.

By participating in the 2023 Spring Trade Show, the Exhibitor agrees that they have read, understand and agree to comply with the terms and conditions set forth and understand they shall constitute a binding contract.

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**Exhibitor's Signature**