

VANTAGE ENTERPRISES INC.

CONTRACT TERMS AND CONDITIONS

Windsor 50+ Show (referred to herein as "The Show") is to be held at the WFCU Centre, (referred to herein as the Show Hall) on Saturday, June 22 and Sunday June 23, 2019. The Show is managed and operated by Vantage Enterprises Inc. (referred to herein as "Show Management").

REGISTRATION AND BOOTH RENTAL

Reservation of booths must be accompanied with a signed contract and a deposit equal to half of the total amount due plus a post dated cheque or credit card authorization for the balance due by March 31, 2019. If space is booked after March 31, 2019, full payment is due upon booking. If balance is not received by the deadline, Exhibitor waives all rights to the space contracted and Show management will not guarantee the requested location specified in the contract or admittance to the Show. Full payment is compulsory in advance of move-in dates. Show Management reserves the absolute discretion to grant or refuse any request from individuals or companies wishing to exhibit in the show.

PAYMENT

Payment will be accepted by cheque, e-transfer, VISA or Mastercard.

Any Exhibitor who submits a cheque that is returned non sufficient funds will be subject to a \$75.00 administration fee. Exhibitor agrees to pay interest at a rate of 2% (24% per annum) per month on all overdue accounts.

CANCELLATION POLICY

Cancellation of booth space must be made in writing. A full refund less a \$125.00 administration fee per booth will be given if cancellation is received by March 31, 2019 and the booth space can be filled by another Exhibitor. Show Management will refund 50% of booth space less the \$125.00 administration fee if the space cannot be filled. If cancellation is received after March 31, 2019 or exhibitor fails to occupy booth space without notice, 0% of booth payments will be refunded and exhibitor will be liable for any unpaid balance of the contract.

EXHIBIT SPACE

Show Management agrees to provide a standard display booth, one covered table and two chairs. Carpet, furnishings, decor etc. are the sole responsibility of the Exhibitor. Exhibitors will be responsible for the setup of their own exhibit. The Exhibitor agrees to confine activity to their own exhibit space.

SUBLETTING

Subletting space is prohibited. The Exhibitor shall not assign, sublet or apportion the whole or any part of the space allocated by Show Management to the Exhibitor.

ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be allocated by Show Management. Show Management reserves the right to relocate exhibits due to changes in the floor plan or in the interest of optimum traffic control and exhibit exposure. Show Management will not be held liable if competitive exhibitors are adjacent to or opposite each other, but, if possible, every effort will be made to allocate space on a basis fair to all exhibitors.

SET UP

All Exhibitors must be set up within the time schedule specified in the Exhibitor Guidelines. No major changes to displays are

permitted during public Show hours. Show Management shall have the right to open any booth where an Exhibitor is absent during Show hours. Show Management will not be responsible to an Exhibitor for any loss or damage caused as a result of the booth being opened and unattended during Show hours.

ARRANGEMENTS OF EXHIBITS

Displays must not protrude beyond allocated booth space leased or obstruct a clear view of the neighboring booths, and may not be taller than 8 feet in height without prior approval of Show Management. Exhibitor may not attach displays to drape, walls, structural supports, or flooring in the exhibit building by nails, screws, bolts, staples or permanent cement, nor may it suspend anything from the ceilings or rafters. The cost of any repairs to damaged surfaces is the responsibility of and shall be billed to Exhibitor. Show Management takes no responsibility for any damage caused by the Exhibitor, its agents or employees.

DISMANTLING AND REMOVAL

No Exhibitor shall dismantle or remove any part of its display before the time scheduled as specified in the Exhibitor Guidelines. Any material remaining after the cutoff time may be removed by Show Management at exhibitor's expense.

CHARACTER AND CONDUCT

Products and services must be presented in a professional manner. Free samples may be distributed. Orders for products may be taken and merchandise may be sold. Contests and giveaways may be conducted without restrictions or obligations. The sale and/or distribution of wine, liquor or beer is strictly prohibited in the Exhibit Hall, except with the consent of Show Management. If consent is given, the exhibitor must comply with all relevant laws and regulations.

If in the opinion of Show Management, the Exhibitor or its employees or agents conduct themselves in an objectionable manner, Show Management reserves the right to expel them from the show. In such circumstances, Show Management will not be liable for any damage or loss to the Exhibitor or the person expelled, nor will there be any refund of Exhibitor fees. Show Management reserves the right to refuse or terminate the exhibit or sale of any article which they may in its discretion deem unsuitable or objectionable or deceptive to purchasers.

CARE

Booths must be attended during all show hours by at least one representative of Exhibitor. It is the Exhibitor's responsibility to keep its area clean and orderly throughout the Show and to ensure it is ready for opening at the time the Show opens each day.

GENERAL SHOW AREA

All area, aisles, restrooms, food and beverage concessions, and special assembly rooms will be considered as general show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No Exhibitor will be permitted to use these areas for the display or distribution of products, services or their promotional literature.

ADVERTISING

The Exhibitor may use the name or logo of the Show to promote only its participation at the show. It cannot be used in any way that is perceived as an endorsement of the Exhibitor's company product and/or service by Show Management. Exhibitor grants Show Management the right to use the name of the Exhibitor in its advertising for the limited purpose of communicating the Exhibitor's participation in the Show.

DRAWS, PROMOTIONAL GIVE-AWAYS AND MAILING LISTS

All Exhibitor draws and promotional giveaways must be free and clear of any financial obligation on the part of the winner and must be in compliance with all applicable laws. All contest terms and conditions, and a list of prizes available and their value must be clearly posted. Show Management reserves the right to seize any promotional activities that do not meet the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor, unless otherwise consented to by participating individuals.

BADGES AND PASSES

Exhibitor badges will be issued only to the businesses/organization listed on the Exhibitor's application or such other persons as may be approved by Show Management.

SECURITY, SAFETY, FIRE AND HEALTH

The Exhibitor will assume all responsibility for compliance with local, city and provincial safety, fire and health ordinances regarding installation and the operation of its exhibit. Exhibitors shall be properly insured for same. Except during show hours and where possible, doors will be locked. Limited access will be provided other times only to bona fide exhibitors and their authorized representatives. Such admissions will be by badge only. The removal of material from the show floor is prohibited, except where such removal is granted on application in person to Show Management.

SHOW MANAGEMENT LIABILITY AND EXHIBITOR'S INSURANCE

Show management shall not under any circumstances whatsoever be liable or responsible for (a) any loss, damage, theft or destruction whatsoever or howsoever caused any goods, equipment or any other property belonging to the Exhibitor or for which the Exhibitor is responsible (b) any damage or injuries suffered by the Exhibitor or his employees or agents or by any other person c) any loss, damage, injury, or cause whatsoever suffered by the Exhibitor by reason of any change in the date, time or place of exhibition or the abandonment thereof. The Exhibitor shall be liable for and will indemnify and hold harmless Show Management, its affiliates and related companies and their respective directors, officers, employees and agents from any and all liability, causes of action, claims, demands or proceedings whatsoever, whether by common law or statute, rising out of or in any way related to the Exhibitor's participation at the Show and/or Exhibitor's products and/or services. Exhibitor agrees to obtain a certificate of insurance for general liability coverage inclusive of bodily injury and/or property damage for each occurrence. Show Management and the City of Windsor must be named as additional insureds. If Show Management should be prevented from holding the Show by any cause beyond its control or if it cannot permit the Exhibitor to occupy his/her rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, incumbent weather, lockouts, acts of God, and suppliers, Show Management shall have no further obligation or liability to the Exhibitor. Any contractual agreements made between the Exhibitor and any supplier shall be between those parties and Show Management shall not be a party thereof to incurring any liability on behalf of anyone in such contractual arrangements. The Exhibitor shall not interfere with any of the services carried out in respect of the Show premises.

RULES AND REGULATIONS

Show Management will provide all Exhibitors with Guidelines outlining the Rules and Regulations covering the Show and Show Hall. Exhibitor agrees that these Rules and Regulations are an integral part of this agreement. Exhibitor shall observe and abide by additional regulations made by Show Management for the efficient, safe operation or success of the Show as soon as these regulations are communicated to the Exhibitor.

GENERAL

Show Management makes no representation or warranties regarding the number of attendees at the Show. Show Management reserves the right to change the name of the Show, the venue of the Show, Show dates and official Show suppliers.

All matters and questions not covered by these terms and conditions are subject to the decision of Show Management. In addition, Show Management maintains complete discretion in the interpretation and enforcement of all terms and conditions contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation in the Show as is consider necessary for the proper presentation of the Show. Exhibitor agrees to abide by all decisions of Show Management and further agrees to cease any activity that the Show Management deems to be a violation of the terms and conditions and to follow the directive of Show Management. This agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable herein. Any court of competent jurisdiction within the Province of Ontario will be the exclusive jurisdiction and venue for any disputes arising out or relating to this agreement.