

1. Defined terms. In this agreement: (a) “agreement” means the contract between the sponsor and CREB<sup>®</sup>, which is comprised of an application, these Terms and Conditions and CREB<sup>®</sup>’s acceptance thereof; (b) “application” means the application form constituting an offer made by the sponsor to CREB<sup>®</sup> and forming a part of this agreement; (c) “CREB<sup>®</sup>” means Calgary Real Estate Board Co-operative Limited; (d) “payment” means the total amount paid by the sponsor as part of the application process; (e) “exhibit hall” means the area within which the tradeshow will take place; (f) “sponsor” means the person, corporation or other entity described as “sponsor” in the application and entering into this agreement with CREB<sup>®</sup>; (g) “show” means the 2017 Forecast Conference & Tradeshow hosted by CREB<sup>®</sup>; (h) “show guide” means the printed program handed out to delegates providing information about the running order of the day; (i) “sponsorship package” means the document stating the benefits of each sponsorship opportunity.
2. Creation of contract. Your application to be a sponsor is an offer by you, the sponsor, to CREB<sup>®</sup> to enter into a contract on the terms of this agreement and may be amended by CREB<sup>®</sup> from time to time. The person making the offer on behalf of sponsor represents and warrants to CREB<sup>®</sup> that he or she has the authority to make this offer. The offer is irrevocably open for acceptance by CREB<sup>®</sup> until Jan. 11, 2017 at 6 p.m. If CREB<sup>®</sup> accepts your offer, a contract between the sponsor and CREB<sup>®</sup> is formed on the terms of this agreement and you shall be notified of CREB<sup>®</sup>’s acceptance. CREB<sup>®</sup> has no obligation to accept your offer. CREB<sup>®</sup> may decline to accept any offer for any reason in its sole discretion, including but not limited to (a) the products or services to be shown or demonstrated are not applicable to the real estate business, (b) the products or services are inconsistent with the stated purposes of CREB<sup>®</sup> and the interests and welfare of its members, (c) the products or services are unreasonably duplicative of services or products offered by or available from CREB<sup>®</sup> or any of its affiliated entities, or (d) the resulting mix of products or services to be exhibited is not acceptable to CREB<sup>®</sup>. Only those applications for which CREB<sup>®</sup> has given confirmation of acceptance by Nov. 30, 2016 will be listed in the show guide.
3. Marketing materials. All sponsors have the opportunity to provide CREB<sup>®</sup> with a high resolution logo, a web address and company profile of 50 words. These materials will: (a) not be altered by CREB<sup>®</sup> without express written permission from sponsor; (b) be reproduced on show website, and show guide according to sponsor’s chosen sponsorship package; (c) be used responsibly to reflect both CREB<sup>®</sup> and sponsor branding guidelines; (d) be used in conjunction with CREB<sup>®</sup> branding; and (e) be reflective of the hierarchy of sponsorship as outlined in the Sponsorship & Exhibitor Opportunities document.
4. Hours. These are generally accepted to be 9 a.m. – 11:30 a.m. for the Forecast Breakfast presentation and keynote speech; 10 a.m. – 4 p.m. for the concurrent sessions and tradeshow. A post show reception will take place immediately following at 4 p.m. CREB<sup>®</sup> may set and modify the hours at its sole discretion.
5. Show guide advertisements. Those sponsors whose packages include a show guide advertisement will electronically submit a high-resolution ad to CREB<sup>®</sup> no later than Nov. 30, 2016. CREB<sup>®</sup> will provide exact specifications.
6. Photography. Sponsors, for themselves and on behalf of its employees and agents (a) grants CREB<sup>®</sup> the right to film, photograph and record the likeness, appearance, voice, photos and video of the sponsor and each of its employees and agents at the show, and (b) consents to CREB<sup>®</sup>’s use, alteration and reproduction of all such filmed, photographed and recorded items for publicity purposes in all media including, without limitation, to all forms of: animation and film; electronic digitization; telecommunication systems now known or created in the future; digital photography; two and three dimensional reproductions; sounds and electronically generated voice likeness; and the right to license third parties to exercise such rights as CREB<sup>®</sup> considers appropriate.
7. Brokerages. Broker sponsorship is permitted, however, pursuant to CREB<sup>®</sup> Rule 28.00 (1) which states, “There shall be no solicitation of sales personnel by Members during CREB<sup>®</sup> organized real estate meetings, education courses, seminars and/or open house showings of listed properties”. No brokerage can operate an exhibit booth at the Forecast Conference and Tradeshow.

8. Liability. CREB<sup>®</sup> is in no circumstance liable to the sponsor for, and the sponsor agrees to indemnify and hold harmless CREB<sup>®</sup> and its members, officers, directors, employees and agents (collectively, the “indemnities”) from, any and all liability, loss, damage or expense (including all legal costs) by reason of any injury to or death of any person or any damage to or destruction of any property no matter by whom (including the indemnities) or howsoever caused.
9. Breach. If the sponsor breaches any provision of this agreement, CREB<sup>®</sup> may immediately terminate the agreement and take such other steps as CREB<sup>®</sup> considers appropriate. The sponsor is liable to CREB<sup>®</sup> for all costs, expenses, losses and damages resulting from such termination and CREB<sup>®</sup>’s enforcement of its rights, including any and all legal expenses.
10. Contract termination by a sponsor. Sponsors may cancel this agreement by giving written notice of cancellation to CREB<sup>®</sup>. CREB<sup>®</sup> is entitled to retain 50 per cent of the payment, as liquidated damages and not as a penalty, if it receives notice of cancellation on or before Oct. 13, 2016, and the full payment, as liquidated damages and not as a penalty, if it receives notice of cancellation after Oct. 13, 2016.
11. Contract termination by CREB<sup>®</sup>. If the show does not take place for any cause beyond the reasonable control of CREB<sup>®</sup>, including, but not limited to, the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire, or boycotts, strikes or other labor disputes, or other force majeure then CREB<sup>®</sup> may terminate this agreement on notice to the sponsor, and CREB<sup>®</sup> shall refund the payment paid by the sponsor, less the sponsor’s proportionate share of expenses incurred by CREB<sup>®</sup> to the date of the termination (such shares to be determined by CREB<sup>®</sup> based on total amounts paid by all sponsors).
12. Reservation of right to make changes. CREB<sup>®</sup> may make rules and regulations from time to time respecting the operation of the show. Such rules and regulations form part of this agreement and the sponsor shall comply with all such rules and regulations, which are brought to its attention. CREB<sup>®</sup> may amend these terms and conditions from time to time in its sole discretion and, provided that such amendments apply to all sponsors and sponsors shall be bound by all such amendments upon being notified of them.
13. Sponsor sharing or transfer. This agreement is personal to the sponsor, and the sponsor shall not transfer or assign any part of the agreement, including advertising and branding, nor permit any other person, corporation or other entity to share in the sponsor’s agreement.
14. General. Any notice to be given pursuant to this agreement must be given in writing (including electronic mail and facsimile transmission), but is only effective when delivered to the notice address, which for CREB<sup>®</sup> is 300 Manning Road N.E., Calgary, Alberta T2E 8K4 and for the sponsor is the address, primary contact email address and fax number set out in the application. These terms and conditions, together with the application and CREB<sup>®</sup>’s acceptance of it, are the entire agreement between the sponsor and CREB<sup>®</sup> respecting the subject matter of this agreement.
15. Contract and payment. The contract must be signed and submitted back to CREB<sup>®</sup> within three days of receipt. Payment must be received by CREB<sup>®</sup> within 30 days of contract acceptance.

I understand and agree to the terms and conditions of this sponsor contract and have the authority to enter into this agreement or on behalf of the sponsor.

Signature of signing authority: \_\_\_\_\_ mm \_\_\_\_ dd \_\_\_\_ yyyy \_\_\_\_\_