

SPONSORSHIP - TERMS AND CONDITIONS

The Calgary Real Estate Board Forecast Conference & Tradeshow January 20, 2010

1. DEFINED TERMS. In this Agreement: (a) "Agreement" means the contract between Sponsor and CREB® comprised of the Sponsors offer, these terms and conditions and CREB®'s acceptance; (b) "Application" means the application forming part of this Agreement; (c) "CREB®" means Calgary Real Estate Board Co-operative Limited; (d) "Sponsor" means the company, individual or organization wanting to enter into an Agreement with CREB®; (e) "Level" refers to the type of sponsorship level that has been agreed upon by both parties; (f) "Payment" means the total amount paid online by the sponsor as part of the Application process; (g) "Exhibit Hall" means the area within which the Tradeshow will take place; (h) "Sponsor" means the person, corporation or other entity described as "Sponsor" in the Application; (i) "Show" means the 2010 Forecast Conference and Tradeshow hosted by CREB®; (j) "The Calgary Telus Convention Centre" or "CTCC" means the Calgary Telus Convention Centre located at 120 – 9th Ave SE, Calgary, which is to be the venue for this event; (k) "Forecast Breakfast", "Forecast" or "breakfast" refers to the initial portion of the day's activities taking place in the main hall with approx. 1400 attendees; (l) "Conference" refers to the concurrent session portion of the day's activities taking place in multiple rooms around the CTCC; (m) "Lead Sponsor" refers to the main sponsor of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (n) "Gold Sponsors" refers to the secondary sponsors of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (o) "Silver Sponsors" refers to the supporting sponsors of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (p) "Bronze Lunch Sponsor" refers to the lunch sponsor of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (q) "Bronze Registration Sponsor" refers to the registration sponsor of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (r) "Bronze Tote Bag Sponsor" refers to the tote bag sponsor of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (s) "Friend" refers to the Friend of the CREB® Show, as set out in the Sponsorship & Exhibitor Opportunities document; (t) "Other Opportunities" refers to the other opportunities available at the CREB® Show and include printing of the conference show guide and conference tote bag inserts; (u) "Members" refers to the membership body of CREB® represented at the Show.

2. CREATION OF CONTRACT. Your application to be a Sponsor is an offer by you the Sponsor to CREB® to enter into a contract on the terms and conditions set out below. The person making the offer on behalf of Sponsor represents and warrants to CREB® that he or she has the authority to make this offer. Your offer is irrevocably open for acceptance by CREB® until January 19, 2010. If CREB® accepts your offer, and then a contract between Sponsor and CREB® with the terms and conditions set out below is created. CREB® has no obligation to accept your offer. CREB® may decline to accept any offer for any reason in its sole discretion, including (a) if in the judgment of CREB®, the products or services to be shown or demonstrated are not applicable to the real estate business, (b) are inconsistent with the stated purposes of CREB® and the interests and welfare of its members, (c) are unreasonably duplicative of services or products offered by or available from CREB® or any of its affiliated entities, or (d) the resulting mix of products or services to be exhibited is not acceptable to CREB®. Only those applications for which CREB® has given confirmation of acceptance by November 20, 2009 will be listed in the "Show Guide."

3. SPEAKERS. CREB® grants that the lead sponsor has the opportunity to provide a speaker to take part in either the main keynote session, on a panel in one of the concurrent sessions, or lead a concurrent session. Secondary sponsors have the opportunity to provide a speaker to take part in a concurrent session also. These are to be on the basis that the speaker, topic and slides are pre-approved by CREB® in order to maintain standards expected by our members. Talks regarding Sponsors specific products or services will not be allowed unless deemed of the upmost importance to our members.

4. EXHIBITING. The lead sponsor will have the opportunity to also be an exhibitor at the tradeshow portion of the Show. This will be subject to their acceptance of the Exhibitors Terms and Conditions.

5. MARKETING MATERIALS. All Sponsors must provide CREB® with a high resolution logo, and where applicable a weblink address and company profile of 100 words *within two weeks of signing the Agreement*. These materials will (a) not be altered by CREB® without express permission; (b) be reproduced on all internal and external advertisements, Show website, and Show guide according to the Sponsors chosen sponsorship package; (c) be used responsibly to reflect both CREB® and Sponsor branding guidelines; (d) be used in conjunction with CREB® branding; and (e) be reflective of the hierarchy of sponsorship as outlined in the Sponsorship & Exhibitor Opportunities document.

6. ONLINE BRANDING. All Sponsors, except "Friends", and "Other opportunities" will have their logo, company profile and weblink branded on to the dedicated Sponsor pages of the Show website. "Friends" and "Other opportunities" will have their logo and weblink branded on to the dedicated Sponsor pages of the Show website. Online branding will (a) not be altered by CREB® without express permission; (b) be reproduced on Show website Sponsor pages, according to the Sponsors chosen sponsorship package; (c) be used responsibly to reflect both CREB® and Sponsor branding guidelines; (d) be used in conjunction with CREB® branding; and (e) be reflective of the hierarchy of sponsorship as outlined in the Sponsorship & Exhibitor Opportunities document. The Show website can be reached directly <http://www.crebforecast.com/> or via <http://creb.com>

7. **SHOW BRANDING.** All Sponsors will have logo reproductions within all delegate areas; unless it is designated an area where one sponsor has exclusive rights; such as "Lunch Sponsor" area, "Registration Sponsor" area. CREB® branding will be found in exclusive areas as Show hosts, but will be minimal. "Tote bag sponsors" will be in conjunction with CREB® and the "Lead Sponsor". All exclusive area branding and tote bag design will be subject to approval by CREB®. All Show branding logos will be (a) used in conjunction with CREB® branding; (b) not be altered by CREB® without express permission; (c) be used responsibly to reflect both CREB® and Sponsor branding guidelines; and (d) be reflective of the hierarchy of sponsorship as outlined in the Sponsorship & Exhibitor Opportunities document.

8. **EXTERNAL ADVERTISING.** All Sponsors give CREB® rights to reproduce their logo and company profile (where applicable) on all external advertising. This will include, but is not limited to, direct membership emails/htmls, CREB® Talk, Meet for Meetings, internal (i.e. CREB®) and external (i.e. brokerages, member offices etc) posters, local, regional or national newspapers, Show guide, e-vites and other media relations. All logos used in external advertising will (a) not be altered by CREB® without express permission; (b) be reproduced on all external advertisements, Show website, and Show guide according to the Sponsors chosen sponsorship package; (c) be used responsibly to reflect both CREB® and Sponsor branding guidelines; (d) be used in conjunction with CREB® branding; and (e) be reflective of the hierarchy of sponsorship as outlined in the Sponsorship & Exhibitor Opportunities document.

9. **DELEGATES.** All Sponsors, "Friends", and the printer of the Show guide, will receive one complimentary delegate place to be used at their discretion. CREB® asks that they are informed in good time who to expect on the day so they can make normal delegate arrangements e.g. lunch, badge etc. The Lead Sponsor receives two complimentary delegate places to be used at their discretion.

10. **HOURS.** These are generally accepted to be 0800am-1000am for the breakfast forecast and keynote speech; 1000am-1600pm for the concurrent sessions and tradeshow. A post Show reception would take place immediately following at 1600pm but is not confirmed. CREB® may set and modify the Show hours at its sole discretion.

11. **PROMOTIONAL ITEMS.** All Sponsors whose packages include an option for a promotional item, or who have purchased the right to have a promotional item, must note that 1400 of their chosen item will be required at least two months before the show. Deliveries can be made to CREB® c/o Marise Higgs, Event Supervisor, 300 Manning Road NE, Calgary, AB, T2E 8K4. Acceptable items include but are not limited to flyers, cards, CDs, pens, and corporate toys. All items are subject to approval by CREB®.

12. **SHOW GUIDE ADVERTISEMENTS.** Those Sponsors whose packages include a Show guide advert must have them delivered electronically to CREB® in high resolution at least two months before the Show. CREB® will provide exact specifications.

13. **PHOTOGRAPHY.** Sponsors, for itself and on behalf of its employees and agents (a) grants to CREB® 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®'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® considers appropriate.

14. **SECURITY.** The CTCC may provide certain security services during the Show hours; however, neither CTCC nor CREB® is liable to the Sponsor for any damage to or loss of any property of them at such times, no matter how or by whom caused.

15. **LIABILITY.** CREB® is in no circumstance ever liable to Sponsor for, and Sponsor agrees to indemnify and hold harmless CREB® and its members, officers, directors, employees and agents (collectively, the "Indemnitees") 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 Indemnitees) or howsoever caused.

16. **BREACH.** If Sponsor breaches any provision of this Agreement, CREB® may immediately terminate the agreement and take such other steps as CREB® considers appropriate. Sponsor is liable to CREB® for all costs, expenses, loss and damage resulting from such termination and CREB®'s enforcement of its rights.

17. **CONTRACT TERMINATION BY SPONSOR.** Sponsor may cancel this Agreement by giving written notice to CREB® of cancellation. CREB® is entitled to retain 50% of the Payment, as liquidated damages and not as a penalty, if it receives notice of cancellation on or before November 20, 2009, and the full Payment, as liquidated damages and not as a penalty, if it receives notice of cancellation after November 20, 2009.

18. **CONTRACT TERMINATION BY CREB®.** If the Show does not take place for any cause beyond the reasonable control of CREB®, including but not limited to the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force milieu, or boycotts, strikes or other labor disputes, then CREB® may terminate this Agreement on notice to Sponsor, and CREB® shall refund to the Sponsor the Payment paid by them, less their proportionate share of expenses incurred by CREB® to the date of the termination (such share to be determined by CREB® based on total amounts paid by all sponsors).

19. **RESERVATION OF RIGHT TO MAKE CHANGES.** CREB® 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 Sponsor shall comply with all such rules and regulations which are brought to its attention. CREB® may amend these terms and conditions from time to time in its sole discretion and, provided that such amendments apply to all sponsors, Sponsors shall be bound by such amendments upon being notified of them.

20. **REGULATIONS.** The Sponsor agrees to abide by the Building and Fire Regulation set out by the CTCC, and the Alberta Occupational Health and Safety Act. Both of which can be requested by the Sponsor at anytime through CREB®.

21. **GENERAL.** Any notice to be given pursuant to this Agreement must be given in writing (and writing includes electronic mail and facsimile telecopier transmissions), but is only effective when delivered to the notice address, which for CREB® is 300 Manning Road N.E., Calgary, Alberta T2E 8K4 and for 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®'s acceptance of it, are the entire agreement between Sponsor and CREB® respecting the subject matter of this Agreement.

22. **SPONSOR SHARING/TRANSFER.** This Agreement is personal to the Sponsor; and Sponsor shall not transfer any part of the Agreement including advertising and branding, nor permit any other Sponsor to share in their agreement.

23. **PAYMENT.** It is understood that the first payment of 50% of the agreed fee will be made in regards to this agreement no later than Friday 30th October 2009. Final payment of the remaining 50% of the agreed fee will be made by Wednesday 6th January 2010.

I understand and agree to the terms and conditions of this sponsor contract.

Signature of Signing Authority:
