

JANUARY 18, 2012 AT THE TELUS CONVENTION CENTRE

EXHIBITORS TERMS AND CONDITIONS

- 1. DEFINED TERMS.** In this Agreement: (a) "Agreement" means the contract between Exhibitor and CREB[®] comprised of Exhibitor's Application offer, these terms and conditions and CREB[®]'s acceptance; (b) "Application" means the application form constituting an offer made by Exhibitor to CREB[®] and forming a part of this Agreement; (c) "CREB[®]" means Calgary Real Estate Board Co-operative Limited; (d) "Booth" means an exhibitor booth at the Show, of the size selected by Exhibitor in the Application; (e) "Payment" means the total amount paid online by Exhibitor as part of the Application process; (f) "Exhibit Hall" means the area within which the Show will take place; (g) "Exhibitor" means the person, corporation or other entity described as "Exhibitor" in the Application and entering into this Agreement with CREB[®]; (h) "Show" means the 2012 Forecast Conference & Tradeshow hosted by CREB[®]; (i) "St. George Show Services Inc." means official display contractor and materials handler for Show; (j) "TCC" means TELUS Convention Centre located at 120 - 9 Avenue Southeast, Calgary, Alberta T2G 0P3, which will be the venue for the Show.
- 2. CREATION OF CONTRACT.** Your Application to be an Exhibitor is an offer by you, Exhibitor, to CREB[®] to enter into a contract on the terms and conditions set out below and otherwise forming a part of this Agreement, as may be amended by CREB[®] from time to time. The person making the offer on behalf of Exhibitor 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 18, 2012 at 6:00pm. If CREB[®] accepts your offer, a contract between Exhibitor and CREB[®] with the terms and conditions set out below is created and you shall be notified of CREB[®]'s acceptance. CREB[®] has no obligation to accept your offer. CREB[®] may decline to accept any offer for any reason in its sole discretion, including but not limited to, if in the judgment of CREB[®], (a) 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 30, 2011 will be listed in the "Show Guide."
- 3. BOOTH LICENSE.** CREB[®] grants you a revocable license to occupy a Booth during the hours of the Show, and before and after the Show for set-up and dismantling purposes as set out below. Exhibitors may choose their preferred Booth location at the time of registration, subject to availability. CREB[®] may change that location from time to time before the Show in its absolute discretion. CREB[®] may choose to offer Booth location selection first to returning exhibitors, and then to new exhibitors in the order in which their Applications were made.
- 4. EXHIBIT SPACE FLOOR PLAN.** CREB[®] will make reasonable efforts to maintain the general configuration of the floor plan for the Show, as shown on CREB[®]'s website, but CREB[®] may modify this floor plan from time to time as CREB[®] considers appropriate for the optimal operation of the Show. This may include instances where the show is larger or smaller than anticipated, or in order to separate Booths of a similar nature.

5. **BOOTH SETUP.** The Exhibition Hall will be available for Booth set-up Tuesday, January 17, 2012 (exact times will be emailed to Exhibitors closer to day of event). Exhibitor must complete setup of Booth on Tuesday, January 17, 2012. Setup is not permitted on Show day. St. George Show Services Inc. will be on site providing courtesy pushcarts for move-in and move-out. Additional services available from St. George Show Services Inc. are at Exhibitor's expense and shall be independently arranged by Exhibitor.
6. **FAILURE TO SET UP OR OCCUPY SPACE.** If Exhibitor has not completed its Booth setup on January 17, 2012 or, having completed Booth setup, fails to occupy the Booth on the Show date then, unless Exhibitor has requested in writing to CREB[®] and CREB[®] has consented in writing that delayed setup or occupancy (or both) is permitted on such terms as CREB[®] specifies in its consent, this Agreement is terminated as of 8:00 a.m. January 18, 2012 (or such later deadline as CREB[®] has specified in its consent to a delayed setup or occupancy), and the Exhibitor's full Payment is forfeited to CREB[®] as liquidated damages and not as a penalty.
7. **SHOW HOURS.** These are accepted to be between 10:00 a.m. and 4:00 p.m., however CREB[®] may set and modify the Show hours, and setup and teardown hours, in its sole discretion.
8. **BOOTH STAFFING.** Exhibitor will have at least one representative of Exhibitor staffing its Booth at all times and no Booth shall be left unattended during Show hours. Exhibitor will not have more than four representatives in the Exhibit Hall (including the Booth) at any one time. Exhibitor representatives must wear Exhibitor badges supplied by CREB[®] at all times while in the Exhibit Hall during set up, Show hours and teardown. These badges permit access to the Exhibit Hall only.
9. **BOOTH OPERATION.** Exhibitor will use its best efforts to "be a good neighbour" to other Exhibitors. No exhibits will be permitted which interfere with the use of other exhibits, impede access to them, or impede the free access to the aisles. Booth representatives are required to confine their activities to within their own Booth.
10. **SOUND/MUSIC.** Exhibitor may use sound equipment in its Booth as long as the noise level does not disrupt the activities of neighbouring Exhibitors. Exhibitor shall modify or terminate any sound - generating activities as CREB[®] directs from time to time in its sole discretion.
11. **BOOTH SHARING/TRANSFER.** The license granted in this Agreement is personal to Exhibitor and Exhibitor shall not transfer the license nor permit any other person, corporation or other entity to share or use any part of, or the entire Booth.
12. **ADVERTISING MATERIALS.** Exhibitor may distribute advertising materials, souvenirs and samples only from its Booth. Exhibitor shall cease the display and distribution of all advertising material, souvenirs and samples during the Show, if CREB[®], in its sole discretion, determines that they are inappropriate for any reason whatsoever. Exhibitor shall not state, imply, hold out or represent in any way, to any person, corporation or other entity, that CREB[®] endorses or supports any product or service advertised by Exhibitor at or from its Booth, or any other location.

- 13. PHOTOGRAPHY.** Exhibitor, for itself and on behalf of its employees and agents (a) grants to CREB[®] the unconditional right to film, photograph and record the likeness, appearance, voice, photos and video of Exhibitor and each of its employees and agents at the Booth and the Show, and (b) unconditionally 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 likenesses; and the right to license third parties to exercise such rights on behalf of CREB[®], as CREB[®] considers appropriate in its sole discretion.
- 14. TEARDOWN.** Exhibitor will not begin to dismantle its Booth displays before 4:00 p.m. January 18, 2012, and must complete its dismantling and removal by 6:00 p.m. on that same day. CREB[®] reserves the right to move, store, discard or otherwise dispose of any property or materials left by Exhibitor after 6:00 p.m. January 18, 2012, all at the expense of Exhibitor.
- 15. SECURITY.** TCC may provide certain security services during setup, Show and teardown hours, however, neither TCC nor CREB[®] is liable to Exhibitor or any third party for any damage to or loss of any property of Exhibitor or in Exhibitor's possession at such times, no matter how or by whom said loss or damage is caused.
- 16. LIABILITY.** In no circumstance shall CREB[®] be liable to Exhibitor, and Exhibitor agrees to indemnify and hold harmless CREB[®] and its members, officers, directors, employees and agents (the "Indemnitees") from any and all liability, loss, damage or expense, including any and all legal costs, by reason of any injury to or death of any person, or any damage or destruction to or any loss of any property, no matter by whom, including the Indemnitees, or howsoever caused.
- 17. BREACH.** If Exhibitor breaches any provision of this Agreement, CREB[®] may immediately terminate the Booth license, require Exhibitor to remove its Booth materials and take such other steps as CREB[®] considers appropriate to remove Exhibitor, its employees and agents, and its property from the Exhibit Hall. Exhibitor is liable to CREB[®] for all costs, expenses, loss and damage resulting from such termination and CREB[®]'s enforcement of its rights, including any and all legal expenses.
- 18. CONTRACT TERMINATION BY EXHIBITOR.** Exhibitor 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 October 31, 2011, and to retain the full Payment, as liquidated damages and not as a penalty, if it receives notice of cancellation after October 31, 2011.
- 19. CONTRACT TERMINATION BY CREB[®].** If the Show does not take place for any cause reasonably beyond the 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 Exhibitor, and CREB[®] shall refund to Exhibitor the Payment paid by Exhibitor, less Exhibitor's proportionate share of expenses incurred by CREB[®] to the date of the termination. The Exhibitor's proportionate share shall be determined by CREB[®] based on total amounts paid by all Exhibitors.

- 20. 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 and any amendments thereto form part of this Agreement and Exhibitor shall comply with all such rules and regulations that 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 Exhibitors, Exhibitor shall be bound by such amendments upon being notified of them, regardless of the time or form of the notification.
- 21. REGULATIONS.** Exhibitor agrees to abide by the Building and Fire Regulations set out by the TCC, and the Alberta Occupational Health and Safety Act, both of which can be requested by Exhibitor from CREB[®] at anytime.
- 22. GENERAL.** Unless otherwise mutually agreed upon by CREB[®] and Exhibitor, any notice to be given pursuant to this Agreement must be given in writing (including electronic mail and facsimile telecopier transmissions), but is only effective upon delivery to the recipient's notice address, which for CREB[®] is 300 Manning Road N.E., Calgary, Alberta T2E 8K4 and for Exhibitor is the address, Primary Contact Email address or 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 Exhibitor and CREB[®] respecting the subject matter of this Agreement.

I understand and agree to the terms and conditions of this Exhibitor contract and have the authority to enter into this Agreement as or on behalf of Exhibitor.

Signature of Signing Authority:
