

1. **DEFINED TERMS.** In this agreement: (a) “Agreement” means the contract between exhibitor and CREB[®] comprised of the exhibitor’s application offer, these terms and conditions and CREB[®]’s acceptance; (b) “Application” means the application form constituting an offer made by an 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 tradeshow, of the size selected by an 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 tradeshow 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 2016 Forecast Conference & Tradeshow hosted by CREB[®]; (i) “GES” means official display contractor and materials handler for the tradeshow; (j) “BMO” means BMO Centre located at 20 Roundup Way SE Calgary, AB T2G 2W1, which will be the venue for the tradeshow.
2. **CREATION OF CONTRACT.** Your application to be an exhibitor is an offer by you, the 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 the 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 13, 2016 at 6 p.m. If CREB[®] accepts your offer, a contract between the 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, 2015 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 tradeshow, and before and after the tradeshow 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 before the tradeshow using 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 are received.
4. **EXHIBIT SPACE FLOOR PLAN.** CREB[®] will make reasonable efforts to maintain the general configuration of the floor plan for the tradeshow, as shown on CREB[®]’s website, but CREB[®] may modify this floor plan from time to time as appropriate for the optimal operation of the tradeshow. This may include instances where the tradeshow is larger or smaller than anticipated, or in order to separate booths of a similar nature. **The Exhibitor is responsible for reviewing the tradeshow floor plan to see if any direct competitors are located directly beside or across from their booth. CREB[®] may choose to relocate one or both of the affected exhibitors if a more appropriate location is available. No relocations will be made after November 30, 2015.**
5. **BOOTH SETUP.** The exhibition hall will be available for booth set up on Tuesday, January 12, 2016 (exact times will be emailed to the exhibitors closer to the day of the event). Exhibitors must complete set up of their booth on Tuesday, January 12, 2016. Set up is not permitted on the day of the tradeshow day. GES will be on site providing courtesy pushcarts for move-in and move-out. Additional services available from GES are at the exhibitor’s expense and shall be independently arranged by the exhibitor prior to Tuesday, January 12, 2016.
6. **FAILURE TO SET UP OR OCCUPY SPACE.** If an exhibitor has not completed booth set up on January 12, 2016 or having completed Booth set up, fails to occupy the booth on the tradeshow date then, unless the exhibitor has requested in writing to CREB[®] and CREB[®] has consented in writing that delayed set up or occupancy (or both) is permitted on such terms as CREB[®] specifies in its consent, this agreement is terminated as of 8 a.m. January 13, 2016 (or such later deadline as CREB[®] has specified in its consent to a delayed set up or occupancy), and the exhibitor’s full payment is forfeited to CREB[®] as liquidated damages and not as a penalty.

7. **TRADESHOW HOURS.** These are accepted to be between 10 a.m. and 4 p.m. however, CREB[®] may set and modify the tradeshow hours and set up and tear down hours, in its sole discretion.
8. **BOOTH STAFFING.** Exhibitors will have at least one representative staffing its booth at all times and no booth shall be left unattended during tradeshow hours. Exhibitors will not have more than four representatives in the exhibit hall (including the booth) at any one time. Exhibitors representatives must wear exhibitor badges supplied by CREB[®] at all times while in the exhibit hall during set up, tradeshow hours and tear down. These badges permit access to the exhibit hall only.
9. **BOOTH OPERATION.** Exhibitors will use their best efforts to “be a good neighbour” to other exhibitors. Exhibits which interfere with the use of other exhibits, impede access to them, or impede the free access to the aisles will not be permitted. Exhibitor representatives are required to confine their activities to within their own booth.
10. **SOUND/MUSIC.** Exhibitors may use sound equipment in their booth as long as the noise level does not disrupt the activities of neighbouring exhibitors. Exhibitors 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 the exhibitor and the 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.** Exhibitors may distribute advertising materials, souvenirs and samples only from their booth. Exhibitors shall cease the display and distribution of all advertising material, souvenirs and samples during the tradeshow if CREB[®], in its sole discretion, determines that they are inappropriate for any reason whatsoever. Exhibitors 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 exhibitors at or from their booth or any other location.
13. **PHOTOGRAPHY.** Exhibitors for themselves 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 the exhibit and each of its employees and representatives at the booth and the tradeshow, 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. **TEAR DOWN.** Exhibitors will not begin to dismantle its booth before 4 p.m. January 13, 2016, and must complete its dismantling and removal no later than 6 p.m. on the same day. CREB[®] reserves the right to move, store, discard or otherwise dispose of any property or materials left by the exhibitor after 6 p.m. January 13, 2016, at the expense of the exhibitor.
15. **SECURITY.** The BMO Centre may provide certain security services during set up, the tradeshow and tear down hours however, neither the BMO Centre nor CREB[®] is liable to the exhibitor or any third party for any damage to or loss of any property of the exhibitor or in the 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 an exhibitor and the exhibitor agrees to indemnify and hold harmless CREB[®] and its members, officers, directors and employees (“the Indemnities”) 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 Indemnities, or howsoever caused.

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17. **BREACH.** If the exhibitor breaches any provision of this agreement, CREB[®] may immediately terminate the booth license, require the exhibitor to remove its booth materials and take such other steps as CREB[®] considers appropriate to remove the exhibitor, its employees and representatives and its property from the Exhibit Hall. Exhibitors are 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.** Exhibitors may cancel this agreement by giving written notice to CREB[®] of cancellation. CREB[®] 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 October 31, 2015, and to retain the full payment, as liquidated damages and not as a penalty, if it receives notice of cancellation after October 31, 2015.
 19. **CONTRACT TERMINATION BY CREB[®].** If the tradeshow 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, a public enemy, authority of law, fire or other force milieue, or boycotts, strikes or other labor disputes, then CREB[®] may terminate this agreement on notice to exhibitors, and CREB[®] shall refund to the exhibitor the payment paid by the 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 tradeshow. Such rules and regulations and any amendments thereto form part of this agreement and the 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, the exhibitor shall be bound by such amendment upon being notified of them, regardless of the time or form of the notification.
 21. **REGULATIONS.** The exhibitor agrees to abide by the building and fire regulations set out by the BMO Centre and the Alberta Occupational Health and Safety Act, both of which can be requested by the exhibitor from CREB[®] at anytime.
 22. **BROKERAGES.** Broker sponsorship is permitted, however, pursuant to CREB[®] Rule 28.00 (1) which states, "There shall be no solicitation of sales personnel by Members during CREB[®] 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.
 23. **GENERAL.** Unless otherwise mutually agreed upon by CREB[®] and the exhibitor, any notice to be given pursuant to this agreement must be in writing (including electronic mail and facsimile telecopy 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 the 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 the exhibitor and CREB[®] respecting the subject matter of this agreement.