

**TERMS AND CONDITIONS OF CONTRACT BETWEEN EXHIBITOR AND THE ONTARIO INDEPENDENT MEAT PROCESSORS ASSOCIATION
(HEREIN REFERRED TO AS "MANAGEMENT")**

1. Management reserves the right to alter or change the space assigned to the Exhibitor.
2. Management reserves the right, at its sole discretion, to change the dates, show hours, or venue upon which the show is held, or cancel the show, and shall not be liable in damages or otherwise by reason of any such change or cancellation, other than to refund, in full, all moneys paid by the Exhibitor to Management.
3. Management has the sole right to determine the eligibility of any company or product for inclusion in the **2022 Meat Industry Expo**. The Exhibitor shall not assign this contract or sublet the space or any part thereof or permit the same to be used by any other person, without prior written consent of Management. Any attempt to do so will result in the immediate cancellation of this contract and the forfeiture of any amounts paid by the Exhibitor to Management.
4. The Exhibitor shall comply with any and all rules and regulations by Management for the show and agrees that Management's decision to adopt and enforce any such rule or regulation shall be final and binding.
5. The Exhibitor is responsible for complying with any and all applicable laws, bylaws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health, and environmental matters and shall ensure that all equipment, materials, and goods used by the Exhibitor so comply.
6. Either party, provided the other receives written notice, may cancel this contract. All moneys paid by the Exhibitor will be refunded less an administration fee as set out in the following:
 - Notice received on or before **May 1, 2022**, 50% of deposit refunded
 - Notice received after **May 1, 2022**, NO REFUND AVAILABLE
7. Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel exhibitors or their personnel if, in Management's opinion, their conduct or presentation is objectionable to Management or other show participants.
8. Exhibitor's displays must comply with all requirements of Management and of the owner of the building, including maximum height requirements. The Exhibitor must provide at least one staff per booth to maintain their display during show hours. The Exhibitor agrees to confine its presentation to the contracted space only.
9. All goods shipped to the show must be clearly marked with the name of the Exhibitor and the number of the display space. Goods must not be shipped to the show for any shipping charges to be paid on arrival and any such goods will not be received by Management. Management assumes no responsibility for loss or damage to the Exhibitor's goods or property before, during or after the show.
10. In consideration of the Exhibitor's participation in the show, the Exhibitor hereby releases Management, its directors, officers, agents and employees from any and all claims, losses or damages whatsoever suffered or sustained by the Exhibitor in connection with its participation in the show, including, without limitation, any claims for loss or theft of property, personal injury, or loss of business or profits, whether arising from any act of Management or otherwise.
11. The Exhibitor shall indemnify and hold Management harmless from and against any loss, injury or damages whatsoever suffered by Management as a result of the Exhibitor's failure to comply with the terms and conditions or as a result of the Exhibitor's participation in the show, including without limitation, any third party claim against Management with respect to loss, injury or damages sustained or suffered by any exhibitor's, the owner of the building, attendees of the show, and their respective directors, officers, agents and employees.
12. **The Exhibitor is responsible for the placement and cost of insurance relating to its participation in the show. The Exhibitor must provide Management with proof of Commercial General Liability insurance of \$3 million, as well as such additional insurance as may be required to ensure all liabilities are covered 30 days prior to the first day of move-in.**
13. The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the show, without permission from Management. The Exhibitor agrees to remove the exhibit, equipment and appurtenances from the show building by the final move-out time. In the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred by Management.
14. The Exhibitor will comply with the rules and regulation of any unionized contractors, which may be selected by Management to service the exhibitors. Any dispute between the Exhibitor and any such contractor or union representative will be referred to Management for resolution, whose decision shall be final and binding on all parties.
15. Management reserves the right to cancel this contract and to withhold possession of the space or to expel the Exhibitor therefrom if the Exhibitor fails to comply with any terms and conditions of this contract or the show rules and regulation, in which case the Exhibitor shall forfeit as liquidated damages and not as a penalty all payments made pursuant to this contract, all without limiting Management's other rights and remedies at law under this contract as a result of such failure to comply.
16. Processing of payment by Management does not itself constitute acceptance into the **2022 Meat Industry Expo**.