EXHIBITOR TERMS AND CONDITIONS

REGIONAL TRADE SHOWS and VALUE MEDIA CORP. WILL BE REFERRED TO AS SHOW MANAGEMENT OR SHOW MANAGER IN THE FOLLOWING:

General information: In making and applications to this event, it is understood that Exhibitors will adhere to all governing regulations. All matters and questions not covered by these rules and regulations are subject to the decision of SHOW MANAGEMENT. Exhibitors agrees to abide by all decisions of SHOW MANAGEMENT and further agree to cease any activity SHOW MANAGEMENT deems to be a violation of the terms and to follow the directives of SHOW MANAGEMENT.

Quality control: Although all applications are reviewed, SHOW MANAGEMENT reserves the right to look at exhibitor's display during the event and ask exhibitors to remove any objectionable items, items placed outside the rented area, or items not previously approved.

Assignment of exhibit space: SHOW MANAGEMENT will assign exhibit space. SHOW MANAGEMENT reserves the right to relocate exhibitors that may be affected by a change in the site plan or venue. Although attempts are made to balance products and services offered at the event, SHOW MANAGEMENT cannot be held liable if competitive exhibitors are in proximity to each other. Any space not claimed and occupied or for which no special arrangement with SHOW MANAGEMENT has been made prior to opening of the event may be resold or reassigned by SHOW MANAGEMENT without obligation for any refund whatsoever.

Event Date/Time/Location: SHOW MANAGEMENT may change the times, dates or location of the event at its sole discretion without obligation whatsoever.

Shared space: Exhibitors shall not assign, sublet or apportion all or part of the rights and space granted herein to another exhibitor without prior written permission from SHOW MANAGEMENT.

Set-up and tear down: All exhibitors must be set up on the scheduled setup date 30 minutes before the event opens to the public. No major changes to the displays will be permitted during event hours.

Duration: The exhibitor must remain for the full duration of each day and must not tear down, pack away or remove any part of a product or display until after the event closes.

Arrangement of exhibits: Displays must not protrude beyond the measured booth dimensions.

Electrical Power: SHOW MANAGEMENT does not provide electricity unless specifically arranged in writing with the exhibitor prior to the event and generators are strictly prohibited.

Water: SHOW MANAGEMENT does not provide water and the use of water or the use of other bulk liquids in displays is strictly prohibited.

Rubbish Removal: All Exhibitors are responsible for placing rubbish in the large bins provided. If requested, each Exhibitor shall provide SHOW MANAGEMENT a \$50 refundable deposit at the beginning of the event to ensure the Exhibitor complies.

Care and staffing: Exhibitors are required to maintain a staff person at their booth or make arrangements with SHOW MANAGEMENT for all times during the event. It is the exhibitor's responsibility to keep areas clean and orderly throughout the event.

Compliance: The exhibitor shall comply with all rules and regulations respecting the conduct and management of the event including any and all municipal, provincial, federal, fire, health, and hydro requirements which apply to the exhibitor's use of facilities for the event [including the collection and remittance of all applicable taxes].

Vehicles: Motorized vehicles cannot be brought into buildings for any reason unless specific arrangements have been made in writing prior to the event.

Insurance: The exhibitor shall provide SHOW MANAGEMENT a certificate of liability insurance in the amount of five million dollars showing SHOW MANAGEMENT as an additional loss payee. Should the exhibitor fail to provide a certificate of insurance prior to ten days of the event, SHOW MANAGEMENT may at its sole discretion, may disallow the exhibitor from participating without obligation for any refund whatsoever.

SHOW MANAGEMENT liability: SHOW MANAGEMENT shall not under any circumstances whatsoever be liable or responsible for; a] any loss, damage, theft or destruction whatsoever or however caused to any goods, equipment, or any other property belonging to the exhibitor or for which the exhibitor is responsible; b] any damage or injury suffered by the exhibitor or his servants or agents or by any other person; c] any loss, damage, injury, or cost whatsoever suffered by the exhibitor by reason of any change in the date, time or place of the event or the abandonment thereof.

Exhibitor Liability: The exhibitor shall be liable for all loss, damage, injury, claim costs and expenses whatsoever or however caused to any person or property in any circumstances whatsoever by the exhibitor, his servants or agents or the goods, exhibits, fittings, machinery, and other property belonging to the exhibitor or for which the exhibitor is responsible.