

TERMS AND CONDITIONS

K-Days 2019

1. DEFINITIONS

- 1.1 In this Agreement:
- (a) **"Application"** means the K-Days Application to which these Terms and Conditions apply.
 - (b) **"Commission"** means that commission that is stipulated in the Application.
 - (c) **"Deposit"** means \$1000.00 per booth, such amount to be non-refundable.
 - (d) **"Event"** means the exhibition event held on the Northlands Grounds during the Operation Days, typically referred to as K-Days.
 - (e) **"Exhibit"** means the exhibit(s) and concession(s) the Licensee is operating at the Event, as indicated on the Application.
 - (f) **"Handbook"** means the exhibitor handbook that is available through the Application.
 - (g) **"Licensee"** means the person or entity indicated as the Legal Name on the Application and referred to as "Applicants" in the Application and the "How to Apply" document.
 - (h) **"Minimum Commission"** means the minimum commission as specified in the Application.
 - (i) **"Northlands"** means Edmonton Northlands.
 - (j) **"Northlands' Grounds"** means all venue and land operated by Northlands including, but not limited to, that real property municipally described as 7300 - 116 Avenue N.W., Edmonton, Alberta and 7418 - 118 Avenue N.W., Edmonton, Alberta for the purpose of the K-Days event.
 - (k) **"Operation Days"** shall mean those dates that fall within July 19, 2019 - July 28, 2019, inclusive.
 - (l) **"Rent"** means that rent that is calculated in accordance with the Handbook.
- 1.2 Unless otherwise defined herein, all capitalized terms used in the Terms and Conditions have the meanings ascribed to them in the Application.

2. GRANT OF LICENSE

- 2.1 When a Licensee submits an Application online, the Licensee is deemed to have signed the Application. By signing the Application, the Licensee confirms that it has read, understands, and agrees to the Terms and Conditions.
- 2.2 When signed by the Licensee and Northlands (the **"Parties"**), the Application together with the Handbook and these Terms and Conditions, are the license agreement for the rental of the Exhibit (the **"Agreement"**).
- 2.3 By signing the Application, provided that the Licensee pays the Deposit and Rent, Northlands grants the Licensee a license, variable and revocable at will by Northlands, covering the privilege (but not the exclusive privilege) of operating the Exhibit, subject to the terms and conditions contained in this Agreement.
- 2.4 In the event of conflict between the Application, Handbook and the Terms and Conditions, the Terms and Conditions will rule to the extent of the conflict.

3. PAYMENT

- 3.1 Payments made under this Agreement shall be made as follows:
- (a) The Licensee shall pay the Deposit upon submitting their Application.
 - (b) Northlands will notify the Licensee of the status of its Application on or before May 6, 2019.
 - (c) If the Licensee is accepted to operate an Exhibit at the Event, Northlands shall apply the Deposit against the Rent and the Licensee shall pay the balance of the Rent on or before June 4, 2019.
 - (d) If Commission applies to the Exhibit the Licensee is operating, Commission will be remitted and paid to Northlands in accordance with Section 4.
 - (e) Northlands is entitled to the Commission or the Minimum Commission, whichever is greater. The Licensee shall pay the Commission or the Minimum Commission to Northlands as follows:
 - a. At the conclusion of the Event, if the total Commission received by Northlands exceeds the Minimum Commission, Northlands shall keep the total Commission and shall refund the Rent to the Licensee.
 - b. If the total Commission received by Northlands is less than the Minimum Commission amount:
 - i. Northlands shall keep the Rent ;
 - ii. If the Rent is less than the Minimum Commission, Northlands shall, in addition to the Rent , keep the Commission up to the Minimum Commission amount, and shall refund the balance of the Commission, if any, to the Licensee;
 - iii. If the Rent and Commission together is less than the Minimum Commission amount, the Licensee shall pay the balance up to the Minimum Commission amount.
 - (f) The Licensee shall pay to Northlands any amounts invoiced by Northlands, including all taxes levied by lawful authorities, for additional costs incurred, directly or indirectly related to this Agreement, within thirty (30) days of the date of such invoices. Northlands may deduct the full amount indicated on invoices from any monies of the Licensee held by Northlands but reimbursable to the Licensee.
- 3.2 All fees and monies referred to in this Agreement are in Canadian funds.
- 3.3 All amounts payable under this Agreement are exclusive of any Goods and Services Tax ("**GST**") payable thereon. Any GST required to be paid shall be itemized separately on the invoice(s), if applicable. Nothing herein shall relieve any party of any obligation to pay GST under the *Excise Tax Act* of Canada.
- 3.4 The Parties understand and agree that the Licensee has no direct interest in or entitlement to payment whatsoever from tickets, including but not limited to commissions and surcharges, sold by Northlands for the Event, including but not limited to general admission and gate passes.

4. COMMISSION REMITTANCE

- 4.1 This Section applies to Licensees operating an Exhibit to which Commission applies, as specified on the Application.
- 4.2 Prior to 3 p.m. on the day following each Operation Day (as defined in Section 7), the Licensee shall:
- (a) Submit to Northlands the previous Operation Day's opening and daily Z-tape from its cash register evidencing that day's total gross sales (the "**Gross Sales**");
 - (b) Submit to Northlands the Percentage Payment Report & Receipt Form indicating the previous Operation Day's total Commission due to Northlands; and
 - (c) Remit to Northlands the previous Operation Days' Commission amount.
- 4.3 Prior to 2 a.m. on the morning after the last Operation Day, the Licensee shall:
- (a) Submit to Northlands the last Operation Day's opening and daily Z-tape from its cash register evidencing the last day's Gross Sales;
 - (b) Submit to Northlands the Percentage Payment Report & Receipt Form indicating the last Operation Day's total Commission due to Northlands; and
 - (c) Remit to Northlands the last Operation Day's total Commission amount.

5. OTHER TAXES AND DEDUCTIONS

- 5.1 The Licensee is solely responsible for all communications with the Canadian Revenue Agency (CRA) and all similar agencies regarding any applicable taxes.

6. TERM

- 6.1 The term of this Agreement shall commence effective on May 6, 2019 and shall conclude immediately upon expiration of the Licensee's Move-Out (the "**Term**"), unless earlier terminated in accordance with this Agreement. Upon expiration of the Term, this Agreement will expire automatically unless renewed in writing by both Parties prior to the expiration of the Term.

7. EXHIBIT DETAILS

- 7.1 The Licensee shall operate the Exhibit(s) on the Operation Days, during the hours of the Event.
- 7.2 The Licensee may enter Northlands' Grounds to set up the Exhibit prior to the Operation Days at the discretion of Northlands and must have completed its move-in within the allotted time period as confirmed by Northlands.
- 7.3 The Licensee shall remove the Exhibit and vacate Northlands' Grounds at the conclusion of the Event and in no event later than 10 a.m. on July 29, 2019. The Licensee shall not vacate Northlands' Grounds until the conclusion of the Event unless otherwise directed by Northlands.
- 7.4 Northlands shall indicate to the Licensee its specific move-in and move-out times and confirm the location of the Exhibit prior to move-in. The Licensee shall not operate the Exhibit outside the Exhibit space allocated to the Licensee. Northlands may relocate the Exhibit to a location other than the confirmed Exhibit location, at Northlands' sole discretion.
- 7.5 The Licensee shall not sell, offer or display any product other than the products indicated on the Application at the price(s) indicated on the Application without the express written consent of Northlands.
- 7.6 The Licensee shall process every sale of the Product through a cash register approved by Northlands and that meets Northlands' requirements, if any.

8. LICENSEE'S GENERAL OBLIGATIONS

- 8.1 The Licensee shall:
- (a) Not injure, mar or in any manner deface or damage Northlands' Grounds, premises or property. The Licensee shall be solely responsible for any repair or replacement costs, and such costs may be deducted from any monies held by Northlands for the Licensee. Northlands shall provide the Licensee with an invoice for such costs, if any;
 - (b) Obtain and maintain at its sole expense all necessary permits, licenses, certificates, consents and approvals required by all authorities having jurisdiction relating to the activities of the Licensee pursuant to this Agreement. The Licensee shall immediately provide copies of any such documents to Northlands upon Northlands' reasonable request;
 - (c) Vacate Northlands' Grounds no later than the time specified by Northlands, or forthwith upon the earlier cancellation or termination of this Agreement, and leave Northlands' Grounds in the same condition and state of repair as when received at move-in, excepting only reasonable wear and tear, and removing all goods, chattels, equipment or other material whatsoever brought onto Northlands' Grounds by the Licensee. Any items left on Northlands' Grounds after the Licensee has vacated, or cancellation or termination of this Agreement, as the case may be, will be disposed of by Northlands, and any charges for disposal will be charged to the Licensee;
 - (d) Provide such written and verbal reports as may be reasonably required by Northlands to monitor the Licensee's compliance with the terms and conditions of this Agreement;
 - (e) Comply with all rules and provisions set out in the Handbook found at k-days.com and the Application, as applicable. Northlands may amend the Handbook and the Application, at its sole discretion, without notice to the Licensee;
 - (f) At all times, act in a courteous and professional manner, and with the utmost regard for safety and the prevention of injury to all persons and property;
 - (g) Observe and comply with all Northlands' policies, procedures, rules and directions (including verbal) as may be provided by Northlands from time to time, and as may be amended by Northlands in its sole discretion;
 - (h) Meet all deadlines requested by Northlands or required by law and advise immediately of any inability to meet a deadline;
 - (i) Not commit any illegal acts or use profanity;
 - (j) Promptly comply with and conform to the requirements of every applicable law, bylaw, regulation, ordinance and order at any time or from time to time enforced and affecting the activities and services, or either of them, pursuant to this Agreement;
 - (k) Provide, at its own cost, all services, equipment, tools, materials, supplies and other items necessary to operate the Exhibit in accordance with the Agreement (the "**Licensee's Equipment**"), except the Northlands' Equipment expressly stated herein to be provided by Northlands;
 - (l) In the event the Licensee conducts draws from the Exhibit, provide a copy of the draw tickets and stubs to Northlands at least 30 days prior to the Event for review and approval by Northlands, at Northlands' discretion. The tickets and stubs shall indicate

the legal name of the person or entity conducting the draw. The Licensee shall forthwith provide to Northlands the name of the winners of the draws. Purchase, donation or demonstration shall not be required in order to enter the draw. The Licensee shall not sell raffle tickets or solicit for donations from the Exhibit.

- (m) Northlands' vendors are not permitted to give statements or opinions pertaining to any of Northlands' business operation to any members of the media. If you are approached by media asking for a statement, please call 780.471.8103. Northlands has designated staff to speak to media groups.

9. THIRD PARTY CONTRACTS

- 9.1 The Licensee shall comply with any contractual obligations between Northlands and any third party that may be imposed on Northlands' Grounds;
- 9.2 Unless expressly waived by Northlands in writing, if the Licensee is selling, offering or advertising carbonated or non-carbonated non-alcoholic beverages (collectively the "**Beverages**"), but excluding hot coffee, hot tea, hot chocolate and milk, then the Licensee shall only sell, offer or advertise Beverages that are distributed by Coca-Cola Refreshments Canada Company ("**Coke**"). The Licensee acknowledges that Northlands has an exclusivity agreement with Coke with respect to Northlands' Grounds. The Licensee shall use Coke refrigerators or coolers to refrigerate the Beverages and may only place Coke products in these refrigerators or coolers.

10. PRODUCT SUPPLY

- 10.1 Northlands is not responsible for loss of, or damage howsoever caused to or by, the Licensee's products, including, but not limited to, loss or damage as a result of the delivery of the Licensee's products.
- 10.2 If Commission applies to the Exhibit the Licensee is operating, the Licensee shall provide Northlands with:
 - (a) A copy of all receipts related to the products sold by the Licensee the previous Operation Day; and
 - (b) An inventory of the Licensee's products available for sale on the previous Operation Day and an inventory of the Licensee's products not sold at the end of the previous Operation Day;prior to 3 p.m. on the second Operation Day, and each Operation Day thereafter, and prior to 2 a.m. on the morning after the last Operation Day.

11. NORTHLANDS' GENERAL RIGHTS AND OBLIGATIONS

- 11.1 Northlands shall have the sole right, in its unfettered discretion, to retain sponsors for the Event and to display sponsors' signage on Northlands' Grounds, including any Exhibit areas.
- 11.2 Northlands shall provide or make available, as the case may be, the Northlands' Equipment.
- 11.3 Northlands shall not be responsible for any loss or damage of any nature resulting from the interruption or failure of the power or water/sewer services.
- 11.4 At the Licensee's request, Northlands may, but shall in no way be obligated to, provide to the Licensee additional services, equipment, tools or materials at the Licensee's sole cost and liability.
- 11.5 Northlands shall have the right, at all reasonable times, to examine and audit the Licensee's materials and records, at Northlands' cost and expense, either directly or through auditors appointed by Northlands and, as a result of such examination and audit, to terminate this Agreement pursuant to the Termination for Material Default Section of this Agreement if deemed appropriate by Northlands, at its discretion. The Licensee's materials and records referenced in this Section shall include, but not be limited to, the Products and Z-tapes.
- 11.6 Northlands shall have the right, at all reasonable times, to examine and audit the Licensee's Exhibit activities, including, but not limited to, the quality of the Products, and the Licensee's compliance with its obligations under this Agreement, at Northlands' cost and expense, either directly or through auditors appointed by Northlands and, as a result of such examination and audit, to terminate this Agreement pursuant to the Termination for Material Default Section of this Agreement, if deemed appropriate by Northlands, at its discretion.

12. SAFETY & SECURITY

- 12.1 Northlands is not responsible for loss of, or damage howsoever caused to or by, the Licensee's personal property, the Licensee's Equipment or Northlands' Equipment once provided to the Licensee, if any. The presence of security or watch personnel does not constitute acceptance by Northlands of any responsibility for the security and safety of the Licensee's personal property, the Licensee's Equipment or Northlands' Equipment once provided to the Licensee, as the case may be.
- 12.2 The Licensee shall ensure that all goods or equipment provided by the Licensee that require safety approval have Canadian Standards Association (CSA) certification or equivalent certification.
- 12.3 The Licensee acknowledges that it is an employer as defined by the *Occupational Health & Safety Act*, R.S.A. 2000, c. O-2, and that the Licensee will, as a condition of this Agreement, comply with the *Occupational Health & Safety Act* in the performance of its duties and obligations under this Agreement.
- 12.4 All medical services shall be at the sole cost of the Licensee, including but not limited to the cost of medical or travel insurance of the Licensee. For Northlands' sole convenience and at Northlands' sole discretion, Northlands may provide access to the Licensee to on-site medical services. However, in this case, the Licensee shall be solely responsible for any charges or fees incurred which would normally be paid by an individual or guest at Northlands.
- 12.5 The Licensee has the sole obligation and duty to provide a safe work area on Northlands' Grounds for its servants, agents, employees, invitees, representatives, volunteers, contractors and subcontractors. Any claim for damages by any servants, agents, employees, invitees, representatives, volunteers, contractors or subcontractors of the Licensee against Northlands alleging failure to furnish a safe workplace shall not be construed as relieving the Licensee of its indemnity obligations to Northlands.
- 12.6 Any installations or other work must be approved in advance by Northlands and arranged through Northlands' assigned Event or Show Manager, or other contact designated by Northlands.

13. PUBLICITY AND INTELLECTUAL PROPERTY

- 13.1 The Licensee grants the limited, revocable, non-exclusive, non-transferable, royalty-free right to Northlands to use the Licensee's name, image, logos and trademarks, and recordings of the Licensee, if any, in perpetuity, solely for the purposes of promoting the Event or Northlands, or both.
- 13.2 If the Licensee arranges for publicity of the Exhibit at the Event, the Licensee shall notify Northlands of the same and obtain Northlands' prior consent.
- 13.3 In advertising and promoting the Licensee's activities at the Event, the Licensee shall refer to Northlands' venues, as applicable, and as amended by Northlands from time to time, as follows:
- (a) "Edmonton EXPO Centre @ Northlands" for all web-based and social media communications, and "Edmonton EXPO Centre, a Northlands Venue" for all other communications;
 - (b) "North Stage @ Northlands" for all web-based and social media communications, and "North Stage, a Northlands Venue" for all other communications; and
 - (c) "South Stage @ Northlands" for all web-based and social media communications, and "South Stage, a Northlands Venue" for all other communications.
- 13.4 The Licensee shall use its reasonable efforts to attend or participate in interviews or promotions as requested by Northlands.

14. TERMINATION FOR CONVENIENCE BY NORTHLANDS

- 14.1 Northlands may terminate this Agreement at any time for convenience without advance notice by providing written notice thereof to the Licensee. In the event of termination for convenience by Northlands:
- (a) If the effective date of termination specified in the notice falls prior to the Event, Northlands shall be entitled to the Costs and shall refund to the Licensee the Deposit or Rent, whichever has been paid; or
 - (b) If the effective date of termination specified in the notice falls during the Event or after, Northlands shall be entitled to the Costs and shall be entitled to the greater of:
 - i. The Rent paid to Northlands by the Licensee; or
 - ii. Payment by the Licensee of any Commission accrued up to and including the effective date of termination;and the Licensee shall have no further claims against Northlands.

15. TERMINATION FOR CONVENIENCE BY LICENSEE

- 15.1 The Licensee may terminate this Agreement at any time for convenience by providing at least 15 days' written notice to Northlands. In the event of termination for convenience by the Licensee:
- (a) If the effective date of termination specified in the notice falls more than 90 days prior to the Event, Northlands shall be entitled to the Costs and the Deposit, and shall refund to the Licensee the balance of the Rent paid by the Licensee, if any; or
 - (c) If the effective date of termination specified in the notice falls 90 days or less prior to the Event, Northlands shall be entitled to the Costs and the Rent;
- and the Licensee shall have no further claims against Northlands. For clarity, in no event shall the effective date of termination be during the Event.

16. TERMINATION FOR MATERIAL DEFAULT

- 16.1 For the purposes of this Section:
- (a) "**Change in Control**" means a change in legal or beneficial ownership of the securities of the Defaulting Party which, in the case of a corporation, are attached to more than 50% of the votes that may be cast to elect directors of the Defaulting Party and, if exercised, are sufficient to elect a majority of directors of the Defaulting Party; and
 - (b) "**Asset Transaction**" means the sale of all or substantially all of the assets of the Defaulting Party.
- 16.2 Either Party (the "**Non-Defaulting Party**") may immediately terminate this Agreement upon written notice to the other Party (the "**Defaulting Party**") in any one or more of the following circumstances:
- (a) The Defaulting Party is the Licensee, who fails to:
 - i. Act in a courteous and professional manner;
 - ii. Provide to Northlands a Certificate of Insurance in accordance with this Agreement;
 - iii. Pay the Deposit, Rent or Commission in accordance with this Agreement; or
 - iv. Submit to Northlands the Z-tapes or the Percentage Payment Report & Receipt Form in accordance with this Agreement;
 - (b) The Defaulting Party materially breaches any of the terms, rules and procedures contained in this Agreement;
 - (c) Any of the Defaulting Party's representations or warranties given hereunder are found to be materially incorrect or untrue;
 - (d) A Change in Control or Asset Transaction in respect of the Defaulting Party occurs without the prior written consent of the Non-Defaulting Party, which consent may be withheld by the Non-Defaulting Party in its sole discretion;
 - (e) The Defaulting Party ceases or threatens to cease to carry on its business;
 - (f) The Defaulting Party makes an assignment of its assets for the benefit of its creditors or makes a proposal to its creditors under any bankruptcy or insolvency legislation of any jurisdiction;
 - (g) A petition in bankruptcy is filed and presented against the Defaulting Party or a receiver, receiver and manager, custodian or similar agent is appointed or takes possession of any property or business of the Defaulting Party;
 - (h) An execution, sequestration, extent or other process of any court becomes enforceable against the Defaulting Party or a distress or analogous process is levied upon the property of the Defaulting Party;
- 16.3 In the event Northlands terminates this Agreement in accordance with this Section:
- (a) Northlands shall be entitled to keep all payments paid by the Licensee to Northlands, including but not limited to the Costs, Deposit, Rent, and Commission (regardless of which is greater), as a reasonable estimate of the total payments anticipated to be received by Northlands pursuant to this Agreement; and
 - (b) The Licensee shall pay to Northlands all payments due and owing to Northlands pursuant to this Agreement, including, but not limited to, accrued Commission not yet paid up to and including the effective date of termination.

16.4 In the event the Licensee terminates this Agreement in accordance with this Section, Northlands shall refund to the Licensee the Deposit, Rent and Commission, whichever has been paid by the Licensee, and the Licensee shall have no further claims against Northlands.

17 **TERMINATION FOR FORCE MAJEURE**

- 17.1 "**Force Majeure Occurrence**" means without limitation, an act of God, strike, labour disputes, war, fire, earthquake, acts of public enemies, riots, acts of terrorism, epidemic, action of federal, state, provincial or local governmental authorities, an event or reason beyond the reasonable control of a Party, or if in the event of inclement weather, Northlands, acting reasonably, determines it would be unsafe to allow the Event, in whole or in part, to proceed. For clarity, the lack of funds on the part of a Party shall be deemed to not be a Force Majeure Occurrence.
- 17.2 The failure of any Party hereto to comply with the terms and conditions hereof because of a Force Majeure Occurrence shall not be deemed to be a breach of this Agreement provided however, in such event, such Party shall use reasonable commercial efforts to put itself in a position to carry out its obligations hereunder as soon as reasonably possible.
- 17.3 Northlands has the sole and unfettered discretion to immediately terminate this Agreement in the event of a Force Majeure Occurrence. In the event of termination by Northlands due to a Force Majeure Occurrence:
- (a) Prior to Move-In, Northlands shall refund to the Licensee the Costs and the Deposit or Rent (whichever has been paid), and the Licensee shall have no further claims against Northlands; or
 - (b) At Move-In or after, Northlands shall be entitled to the Costs and shall be entitled to the greater of:
 - i. The Rent paid to Northlands by the Licensee; or
 - ii. Payment by the Licensee of any Commission accrued up to and including the effective date of termination.

18 **INSURANCE**

- 18.1 The Licensee shall, at its sole cost and expense, take out and keep in full force and effect during the Term, the following insurance, all satisfactory to Northlands, acting reasonably:
- (a) Commercial General Liability (CGL) insurance with limits of not less than two million dollars (\$2,000,000.00) per occurrence (or such higher amount indicated on the Application), covering liabilities for bodily injury, personal injury, death and property damage including products and completed operations liability. **This insurance shall name "Edmonton Northlands" and the "City of Edmonton" as additional insureds.**
 - (b) Standard automobile insurance providing third party liability coverage for bodily injury and property damage insurance for limits of at least two million dollars (\$2,000,000.00), inclusive and in respect of any one claim for the injury to, or death of, one or more persons or damage to, or destruction of, property;
 - (c) Any other form of insurance which Northlands may reasonably require from time to time in the form, for the amount, and for the insurance risk against which, a prudent party under similar circumstances would insure.
- 18.2 On or before June 14, 2019, the Licensee shall deliver to Northlands a duly completed and executed copy of the Certificate of Insurance (attached hereto as Schedule "D"), or an equivalent form acceptable to Northlands, confirming the required insurance coverage for the Term.
- 18.3 The Licensee is solely responsible, in its sole discretion, for arranging any necessary medical or travel insurance at the Licensee's sole cost and expense. In the event the Licensee fails to acquire any, or any adequate, medical or travel insurance, such failure shall in no way affect Northlands' liability or exposure to costs, expenses or damages of any nature.
- 18.4 The Licensee shall provide, at its own cost, all servants, agents, employees, invitees, contractors or subcontractors required by it on the same terms and conditions as set out in this Agreement, and, if required by law, shall carry and pay for Workers' Compensation Insurance.

19 **INDEMNITY**

- 19.1 For the purposes of this Indemnity Section only, "**Northlands**" includes all of the following, or any combination thereof: Edmonton Northlands (a Part 9 Company under the *Companies Act*, R.S.A. 2000, c. C-21), Edmonton Northlands (an Agricultural Society under the *Agricultural Societies Act*, R.S.A. 2000, c. A-11), their subsidiaries, respective Boards and Board members, directors, officers, employees, agents, representatives, volunteers, insurers, heirs and assigns.
- 19.2 The Licensee shall indemnify and save harmless Northlands, and its contractors and sub-contractors, from any and all actions, proceedings, claims, judicial review, demands, losses, debts, fines, penalties, costs and expenses (including but not limited to legal fees and expenses on a solicitor-and-his-own-client basis) (collectively the "**Losses**"), that may be brought against or suffered by Northlands (including its contractors and sub-contractors) or that Northlands (including its contractors and sub-contractors) may sustain, pay or incur (including any cost, liability or damage arising out of settlement entered into by the Licensee on behalf of Northlands, including its contractors and sub-contractors) that are directly or indirectly attributable to the performance or non-performance by the Licensee of its obligations under this Agreement, or the negligent or wilful acts or omissions of the Licensee except to the extent that such Losses, or any of them, are the result of negligence by Northlands, its contractors and sub-contractors, or any of them, as the case may be, or any material breach of contract by Northlands. This Section shall survive expiration or termination of this Agreement.
- 19.3 The Licensee shall indemnify and save harmless the City of Edmonton (the "**City**"), which includes its Council and Council members, officers, employees, contractors, subcontractors, agents, representatives, volunteers and insurers, or any combination of them, from any and all Losses that may be brought against or suffered by the City or that the City may sustain, pay or incur (including any cost, liability or damage arising out of settlement entered into by the Licensee on behalf of the City) that are directly or indirectly attributable to the performance or non-performance by the Licensee of its obligations under this Agreement, or the negligent or wilful acts or omissions of the Licensee except to the extent that such Losses, or any of them, are the result of negligence by the City, or any material breach of contract by the City. This Section shall survive expiration or termination of this Agreement.
- 19.4 The Licensee accepts all risks associated with this Agreement, including, but not limited to, the use of the Exhibit and environs. The Licensee waives any and all Losses against Northlands, howsoever caused, to the Licensee, its subsidiaries, respective directors, officers, employees, agents, representatives, volunteers, contractors, sub-contractors, insurers, heirs and assigns.

20 **GENERAL**

20.1 **Notices:**

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing. Notice shall be served by one of the following means:
- i. Personally, by delivering it to the party on whom it is to be served at the address set out here, provided that such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as said;
 - ii. By fax directed to the party on whom it is to be served at that fax number set out herein. Faxed notice shall be deemed received in accordance with the sender's automatically generated date-stamped fax confirmation receipt;
 - iii. By mailing via pre-paid first class registered post. Notice so served shall be deemed received seventy-two (72) hours after the date it is post-marked. In the event of a postal strike or interruption, no Notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received; or
 - iv. By pre-paid courier service. Couriered Notice shall be deemed received when actually delivered.
- (b) The Parties' respective addresses for Notice are as follows:

NORTHLANDS

LICENSEE

Mailing Address/Courier/In-Person:
Northlands Corporate Office
2693 Broadmoor Boulevard, Suite 132
Sherwood Park, Alberta, CA T8H 0G1

Courier/In-Person:
See address on Application

Phone: 780.471.7210
Fax: 780.471.8176
Attention: Commercial Exhibits

Mailing:
See address on Application

And a copy to: General Counsel
Fax: 780.471.7153

Phone: See phone number on Application
Fax: See fax number on Application
Attention: See contact on Application

or to such other address or person as each party may direct from time to time in writing.

- (c) The Licensee consents to the sending of electronic communications by Northlands to the Licensee, in compliance with the *Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C. 2010, c. 23 (the Canadian anti-spam legislation), and such consent shall continue during and after the expiry of the Term.

20.2 **Counterparts:** This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. A counterpart of this Agreement may be delivered by fax;

20.3 **Singular, Plural and Gender:** Wherever required by the context in this Agreement, the singular includes the plural and vice versa, and gender referred to includes the feminine, masculine or neuter gender, and "person" means an individual, partnership, corporation or association.

20.4 **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws in force in the Province of Alberta. The Parties attorn to the jurisdiction of the Courts of Alberta, and agree that any action or proceeding brought by either Party to enforce this Agreement shall be commenced in the City of Edmonton, in the Province of Alberta.

20.5 **Time of Essence:** Time shall be of the essence of this Agreement.

20.6 **Survival:** The provisions of this Agreement, which by their context are meant to survive the expiry or earlier termination of this Agreement, shall so survive for the benefit of the Party relying upon the same.

20.7 **Overlooking and Condoning:** Any condoning, excusing or overlooking by Northlands of any default, breach or non-observance by the Licensee at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of Northlands' rights hereunder in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of Northlands hereunder in respect of any subsequent default, breach or non-observance.

20.8 **Confidential Information:** The terms of this Agreement shall be treated as confidential, and shall not be disclosed by or made known to any other person except as authorized by the Parties. This Section shall survive the expiration or termination of this Agreement.

20.9 **Captions:** The headings, captions, section numbers, sub-section numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only, and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

20.10 **Relationship Between Parties:** Nothing contained herein shall be deemed or construed by the Parties nor by any third party, as creating the relationship of principal and agent, employment, partnership, or of a joint venture agreement between the

Parties, it being understood and agreed that none of the provisions contained herein nor any act of the Parties shall be deemed to create any relationship between the Parties other than an independent service agreement between two parties at arm's length.

- 20.11 **Agreement Entire Relationship:** The Parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement and that this Agreement constitutes the entire Agreement between the Parties.
- 20.12 **Amendments:** This Agreement may be altered or amended in any of its provisions when such changes are reduced to writing and signed by the Parties hereto but not otherwise.
- 20.13 **Statutory Reference:** Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder and any final judicial decisions interpreting the same, with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.
- 20.14 **Assignment:** This Agreement, or any rights or obligations arising out of this Agreement, shall not be assigned by either Party without the other Party's prior written consent which may be unreasonably withheld.
- 20.15 **Severance:** All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid, the other provisions shall nevertheless remain in full force and effect.
- 20.16 **Binding Effect:** This Agreement and everything contained herein shall enure to the benefit of and be binding upon the successors and permitted assigns, as the case may be, of the Parties hereto.
- 20.17 **Further Assurance:** The Parties, do hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
- 20.18 **Set-Off:** If the Licensee fails to make any payment to any third party for which Northlands may be liable, without limiting or waiving any right or remedy against the Licensee hereunder, Northlands may, but shall not be obligated to, pay such third party on behalf of the Licensee. Any amount paid in accordance with this Section shall constitute a debt due and owing to Northlands and such amount may be set-off against any sum of money owed by Northlands to the Licensee, as such may exist from time to time, until all amounts owing to Northlands have been completely set-off.
- 20.19 **Third Party Contracts:** The Licensee shall not enter into any contractual relationship with any third party on behalf of Northlands. Any contractual relationship entered into between the Licensee and any third party shall not bind Northlands in any manner whatsoever.
- 20.20 **Cumulative Remedies:** No remedy conferred upon or reserved in favour of Northlands shall exclude any other remedy herein or existing in law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now hereafter existing, unless expressly stated otherwise in this Agreement.
- 20.21 **Authority to Contract:** Each Party represents and warrants that it has the authority to enter into and fulfill the terms of this Agreement

21 **INDEPENDENT LEGAL ADVICE**

- 21.1 The Parties hereby acknowledge and confirm that each was advised by the other to obtain independent legal or other professional advice and that by executing this Agreement each hereby confirms that it has had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either:
- (a) Obtained such independent legal or other professional advice; or
 - (b) Waived the right to obtain such independent legal or other professional advice.

SCHEDULE "D"

CERTIFICATE OF INSURANCE

This is to certify to Edmonton Northlands operating as "Northlands" located at Edmonton, Alberta, Canada, that the insurance policies shown below are in effect. Only this form will be accepted.

Return Signed form to: Purchasing, Edmonton Northlands, 2693 Broadmoor Blvd, Suite 132, Sherwood Park, AB T8H 0G1
Fax #: 780.471.7153

Name of Northland Event _____	Event Manager _____
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Named Insured _____	Agent/Broker _____
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Address _____	Address _____
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Description of Named Insured's Operations to which this Certificate applies:

Policy Expiry Date:

SCHEDULE OF COVERAGE

Limit Required:	Commercial General Liability	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$5,000,000	<input type="checkbox"/> \$10,000,000	<input type="checkbox"/> _____
Limit Required:	Auto Liability	<input type="checkbox"/> \$2,000,000			

	Insurer	Policy Number	Effective Date	Expiry Date
A. General Liability	_____	_____	_____	_____
B. Automobile Insurance	_____	_____	_____	_____
C. Excess/Umbrella Liability	_____	_____	_____	_____

PARTICULARS OF COVERAGE (describe by indicating applicable coverage features and amount of insurance)

A. General Liability	LIMITS OF LIABILITY
<input type="checkbox"/> Occurrence Form	\$ _____ Inclusive Per Occurrence Aggregate each policy period (if applicable)
<input type="checkbox"/> Claims Made Form	
<input type="checkbox"/> Products & Completed Operations	\$ _____ Aggregate for Products/Completed Operations
<input type="checkbox"/> Independent Contractors	
Insured	
<input type="checkbox"/> Broad Form Property Damage	\$ _____
<input type="checkbox"/> Occurrence Property Damage	
<input type="checkbox"/> Blanket Agreemental Liability	
<input type="checkbox"/> All Risks Tenants Legal Liability	
Deductible or Retention Level	\$ _____
B. Automobile Insurance	
	\$ _____ Inclusive Per Occurrence
C. Excess/Umbrella Liability	
<input type="checkbox"/> Follows form of Primary General Liability	\$ _____ Excess of General Liability Coverage Shown Above
<input type="checkbox"/> SPF7 – Excess Automobile Liability	\$ _____ Excess of Automobile Liability Coverage Shown Above

Edmonton Northlands and The City of Edmonton are added as Additional Insured but only arising out of the Named Insured's operations. The Undersigned hereby represents to Northlands that the above policies are accurately described and shall apply as primary insurance and not excess to any other insurance available to Northlands; and have been issued to the Named Insured. The Undersigned further represents that these policies are endorsed to provide Northlands with thirty (30) days written notice of cancellation or material change in coverage. This certificate is executed and signed by the Insurer, or authorized Agent/Broker of the Named Insured.

Authorized Representative (signature)

Insurance Company or Agent/Broker

Name of Representative (please print)

Telephone

Date