



# EXHIBIT SPACE

## PACIFIC NATIONAL EXHIBITION LICENSE CONDITIONS

1. The Licensee hereby acknowledges and that the utility service, including electric light and power and the heating, ventilation and air conditioning, if any, and water, supplied to the Licensed Area as of the date of this Agreement are adequate for the Licensee's intended use of the Licensed Area and except in circumstances beyond the control of the PNE, the PNE shall supply to the Licensed Area such utility service during the Term at substantially the same level and manner. If the utility service is interrupted in whole or in part through no fault of the Licensee, the PNE will use reasonable efforts to secure or restore the interrupted utility service.
2. The PNE, its agents and employees, and agents and employees of the City of Vancouver shall have the right to enter the Licensed Area at any time during the Term for the inspection thereof, provided always that the PNE shall make reasonable efforts to ensure that any such access does not materially interfere with the Licensee's Event or related activities permissible hereunder.
3. The Licensee shall:
  - (a) obtain, wherever necessary and whenever required, the written approval, sanction, permit or license of the License Inspector of the City of Vancouver or of any other appropriate municipal, provincial or federal governmental authority for the Event;
  - (b) operate the Event in accordance with the applicable by-laws or resolution of the City of Vancouver and with all applicable directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector, or other proper officers of the City, municipal, provincial or federal agency or authority having jurisdiction, and at his own expense, shall comply with all applicable requirements of law or ordinance pertaining to the conduct of his business upon the Licensed Area;
  - (c) conduct and manage its business and the Event in an orderly and lawful manner and so that no act or thing whatsoever may be done, permitted or omitted to be done upon the Licensed Area or in connection with the Event or in the exercise of the rights under the License which may render any existing right of the PNE to use the Licensed Area or the Premises liable to be suspended or revoked or which may be, or may become, a nuisance, material annoyance or disturbance to the PNE, its employees, agents and licensees, or to the owners or occupiers of any neighbouring premises;
  - (d) bear and pay all costs and expenses as agreed in connection with the License and the Event;
  - (e) bear and pay all costs and expenses and attend to the installation of any sound system, power system, lighting or lighting equipment system required in addition to the systems existing on the Licensed Area;
  - (f) keep in good repair the Licensed Area all fixtures, machinery and equipment contained therein or forming part thereof and make good all damage to the Licensed Area and the Premises, and all fixtures, machinery and equipment contained therein or forming part thereof caused by the Licensee or those for whom it is responsible at law, save and except reasonable wear and tear and damage insured against by the PNE, and damage caused by the negligent acts or omission of the PNE or its servants, agents or employees;
  - (g) ensure the Licensed Area is returned to the same state of cleanliness as before being occupied. All garbage, debris and other miscellaneous items belonging to the Licensee must be removed upon the expiry of the Term. The Exhibit Space Manager will inspect the respective Licensed Area and determine if in an acceptable condition. If the Exhibit Space Manager concludes the Licensed Area is not in an acceptable condition, the Licensee will be provided with 3 business days to bring the Licensed Area to an acceptable condition. Should the Licensee either fail to bring the Licensed Area to an acceptable condition or fail to meet the timeline provided, the PNE shall have the right to charge the Licensee a fee of \$500, which will be deducted from the reimbursable deposit payable to the Licensee.
4. The Licensee shall not:
  - (a) bring or allow to be brought onto the Licensed Area or the Premises any material or substance in such quantity or do any act or permit any act to be done on the Licensed Area or the Premises which is in violation of or will increase the existing fire hazard of the Licensed Area or the Premises or will have the effect of increasing the premium or premiums payable on any insurance held by the PNE on the Licensed Area or the Premises or render any such policy of insurance liable to cancellation or render such policy of insurance invalid;
  - (b) place or leave or permit to be placed or left on the roads, parking lots, sidewalks and delivery areas of the Licensed Area or the Premises any debris or refuse except in proper receptacles placed for that purpose by the PNE;
  - (c) use or permit to be used any machinery with moving parts or any other exhibits or goods liable to occasion any accident, injury or damage to persons or property coming into contact with them unless they are adequately guarded and protected to prevent the public from coming into contact therewith or from any damage or damage arising therefrom;
  - (d) make any alterations or additions to the Licensed Area or the Premises except with the prior written permission of the PNE, which permission shall not be unreasonably withheld, and if permitted on such terms and conditions as it may impose acting reasonably;
  - (e) place any decorations or signs or distribute any handbills or advertising materials of any kind, in or outside the Licensed Area or the Premises without the prior permission of the PNE;

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- (f) use so much electric power as to overload the present outlets installed in the Licensed Area; or
- (g) install additional electrical outlets in the Licensed Area without the prior written consent of, and on the terms and conditions of, the PNE.
5. The Licensee will obtain and maintain comprehensive general liability insurance including, without limitation, coverage for contractual liability assumed hereunder, on terms satisfactory to the PNE, with the PNE and City of Vancouver as named or additional insureds. Such policy or policies will be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence including \$2,000,000 for bodily injury and death to any one or more persons or for property damage, or such higher limits as the PNE requires from time to time and will contain a clause providing that the insurer will give the PNE and the City of Vancouver 30 days prior written notice in the Event of cancellation or material change and will provide a waiver of subrogation in favour of the PNE. The Licensee will prior to having any right to enter upon the Premises provide the PNE with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the PNE and its insurance advisors, acting reasonably. The Licensee shall ensure that all of its agents and subcontractors carrying on work at the Licensed Area or on the Premises have comprehensive general liability insurance policies providing coverage limits which are reasonable in the circumstances having regard to the services being performed.
6. Anything which in these License Conditions is made conditional upon the prior permission or consent of the PNE, written or otherwise, shall not be undertaken until that permission or consent is first had and received, and except as may be expressly provided to the contrary, any such permission or consent will not be unreasonably withheld. The PNE may require the Licensee to apply for such permission or consent in a prescribed manner and support such application by such information, documentary or otherwise, as the PNE may deem necessary and advisable.
7. The Licensee will give efficient, experienced and qualified supervision to the conduct of the Event using its best skill and attention at all times. During the term of the License, the Licensee will employ in the Licensed Area at the Premises only such personnel, labour and workers, and only under such conditions of employment as, in the judgment of the PNE acting reasonably will conform with collective agreements entered into between the PNE and its unionised employees and will be in harmony with other personnel, labour and workers employed by the Licensee, its agents, and with the employees of the PNE and employees of third parties which have been granted Licenses by the PNE. Upon the request of the PNE, the Licensee will promptly cause to be removed from the Licensed Area and the Premises any employee, agent or contractor of the Licensee which if in the reasonable opinion of the PNE were not removed is likely to cause a breach of any the PNE's collective agreements or personnel policy guidelines or which is in violation of any law or statute, safety code or regulation or other reasonable PNE rule or guideline.
8. If any portion of the Event involves a public performance of any nature or kind, the Licensee shall reimburse the PNE for its cost of providing such personnel as the PNE, in its sole discretion deems appropriate to ensure that the conditions of labour harmony and patrons' safety prevail.
- The Licensee shall not: suffer or permit any strike, lockout, or any other labour dispute directly or indirectly involving the Licensee to continue, after being notified by the PNE that in the opinion of the PNE bona fide held, its continuance may materially adversely affect the operations of the PNE.
9. The PNE shall have the right at any time before or during the Term to direct that any work or services to be performed in the Licensed Area or at the Premises by or on behalf of the Licensee shall be performed by unionized employees.
10. If the Event involves a public performance of any nature or kind the Licensee shall:
- (a) cause the following clause to be printed as a condition of admission on all tickets which it may sell or distribute to the public for admission to the Licensed Area or the Premises for the Event: "Admission is subject to compliance with all Federal and Provincial Laws and the provisions of any by-laws or regulations of the City of Vancouver or the PNE in force at the Event site. To ensure compliance, the presenter of this ticket consents to a reasonable search before entering. Objectionable conduct or the failure to comply with any of the above by-laws or regulations may result in non-admission or ejection and constitutes a release of any and all claims related thereto";
  - (b) not deny admission to the Event, the Licensed Area or the Premises because of race, creed, religion, sex, colour, ethnic or national origin, or political or economic opinions;
  - (c) reserve a reasonable number of seats for the exclusive use of the PNE;
  - (d) permit on presentation of credentials any of the officers, agents, and employees of the PNE to enter the Licensed Area at any time as may reasonably be required by the PNE provided always that the PNE shall not interfere with the Licensee's permitted activities within the Licensed Area; and
  - (e) upon the request of the PNE, the Licensee shall execute such additional documents, agreements and assurances as, in the opinion of the PNE, may be necessary in order to assign to the PNE the right to receive the proceeds from the sale of tickets for admission to the Event if any monies are charged for admission in order to satisfy the License Fee which may be due or growing due from the Licensee to the PNE.
11. In addition to any other rights of termination or revocation of the License herein, the PNE shall have the right by written notice to the Licensee to revoke the License in the event of:
- (a) a strike, lockout or any other labour dispute directly or indirectly involving the Licensee which, in the bona fide opinion of the PNE may materially adversely affect the operations of the PNE;
  - (b) a strike, lockout or any other labour dispute directly or indirectly involving the PNE where the PNE believes that such labour dispute will adversely affect the operations of the PNE;
  - (c) the PNE's right to manage the Premises being terminated by the City of Vancouver, or if the License is revoked for any other reason; or
  - (d) the PNE in its sole discretion and in good faith believing that it is in the best interest of the PNE and its operations that the License be revoked.

Notwithstanding paragraph 11(b), if the labour dispute does not have a material adverse effect amounting to a shut down of any material portion of the operations of the PNE, then prior to revocation of the License, the PNE shall give to the Licensee written notice of its intention to revoke the License herein



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granted and unless within three (3) days of the delivery of the notice to the Licensee (or such shorter period as the circumstances may require in order to avoid a material adverse affect on the PNE of such labour dispute), the labour dispute is resolved to the satisfaction of the PNE such that there is no threat to the operations of the PNE, the PNE shall be at liberty to revoke the License.

13. If the PNE revokes the License:
  - (a) under paragraph 11 above, the Licensee shall not have any direct or indirect right of action at law or in equity against the PNE for any losses sustained by the Licensee, any loss of profit sustained by the Licensee, or any consequential damages sustained by the Licensee;
  - (b) under sub-paragraphs 11(c) or (d) above the PNE will refund to the Licensee any monies received for the Event covering the unexpired portion of the Term and the PNE will not have any further liability to the Licensee for losses, loss of profit or consequential damages and its sole liability will be to refund monies received from the Event covering the unexpired Term.
14. The Licensee shall indemnify and save harmless the PNE and the City of Vancouver from and against all claims, demands, actions, suits, loss, damage, costs, fines, penalties, charges and expenses (including lawyers fees and litigation expenses) whatsoever which the PNE or the City of Vancouver may incur, suffer or be put to, by reason of the acts or omissions of the Licensee and those for whom it is responsible at law, including:
  - (a) those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property as a result of or in connection with the use and occupation of the Premises or the Premises by the Licensee or the acts or omissions of the Licensee or its servants, agents, employees, licensees or invitees,
  - (b) those under the Workers' Compensation Act arising out of any injuries sustained by any employees of the Licensee or of any of its agents,
  - (c) economic losses sustained because of, or any legal fees and expenses incurred because of any actual or threatened strikes, lockout, or any other labour dispute directly or indirectly involving the Licensee which, in the opinion of the PNE may adversely affect the PNE or any of its activities,
  - (d) those made by any person to whom the PNE rendered medical services, ambulance services, or any service in connection with an injury or sickness occurring to any person on the Premises during the Term,
  - (e) those arising from a breach by the Licensee of any of its covenants and agreements set forth in this License Agreement, and
  - (f) those resulting from the receipt and handling by the PNE of any goods, chattels or equipment for or on behalf of the Licensee;

except to the extent any such claims, demands, actions, suits, loss, damage, costs, fines, penalties, charges and expenses are the result of negligent acts or omissions of the PNE or the City of Vancouver.

15. If:
  - (a) the Licensee fails to pay the Amounts owing to the PNE pursuant to the License Agreement or any part thereof on or before the date that any such payment is due;
  - (b) the Licensee fails to observe or perform any other covenant or agreement on the party of the Licensee to be observed or performed and fails to rectify such default within 5 days of delivery of written notice by the PNE to the Licensee, or such lesser period as the circumstances may require in the sole discretion of the PNE; or
  - (c) the PNE's right to operate and manage the Premises or any part thereof is terminated by the City of Vancouver;then the PNE shall have the right to revoke and terminate the License and this Agreement effective immediately upon written notice to the Licensee and shall be entitled to take exclusive possession of the Licensed Area and the Licensee expressly waives any and all rights that it may have against the PNE for termination of this License by the PNE in accordance with the terms hereof and acknowledges and agrees that the Licensee shall make no claim against the PNE, howsoever arising, from such termination and without limiting the foregoing, shall make no claim with respect to loss of profits, loss of economic opportunity, or consequential damages.

If the termination occurs by reason of a default of the Licensee as provided in sub-paragraphs 15(a) or 15(b) above, then any such termination shall be without prejudice to any claims that the PNE may have against the Licensee, in law or in equity, arising from the Licensee's default, and any monies paid by the Licensee to the PNE, shall be forfeited to the PNE.

If the termination of the License occurs by reason of the PNE exercising its rights as provided in sub-paragraph 15(c) above, then in such case the PNE shall return to the Licensee any portion of the license fees paid by the Licensee in respect of the unexpired Term as at the date of termination, which shall be the sole remedy of the Licensee.
16. If the License is terminated by the Licensee, or terminated or revoked by the PNE in accordance with the terms hereof, prior to the expiration of the Term, any monies paid shall be forfeited absolutely to the PNE on account of its damages and may be retained by it, in addition to any other remedy available to it at law or in equity.
17. The Licensee shall not sell or permit the sale of raffle or lottery tickets or solicit donations at the Event without the prior written consent of the PNE.
18. The relationship of the Licensee to the PNE is declared to be that of an independent contractor, and is not an agency relationship, and nothing in these License Conditions or the License Agreement shall create any relationship between the parties other than licensee and licensor. The Licensee shall not represent or hold himself out to be an agent of the PNE.
19. Except as may be expressly set out herein, the PNE makes no representation or warranty as to the suitability or fitness of the Licensed Area or any of the systems and equipment contained therein for the purposes of the Event and the Licensee has the sole responsibility for satisfying itself that the Licensed Area including the systems and equipment contained therein is suitable for the Event.



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20. All sums of money expressed in the License Agreement or in the License Conditions are in lawful money of Canada.
21. The Licensee shall upon expiration or earlier termination of the Term remove from the Licensed Area and the Premises all of its chattels, fixtures and equipment (the "Property") and make good any damage caused by the initial installation and removal thereof. Any of the Property left upon the Licensed Area or the Premises following expiration or earlier determination of the Term may be removed by the PNE from the Licensed Area or the Premises and stored for not less than seven days following expiration or determination of the Term, the costs of such removal and storage shall be for the account of the Licensee and together with any unpaid balance of any monies owing by the Licensee to the PNE shall form a lien and charge on the Property in favour of the PNE (the "Indebtedness"). If within the said seven day period the Licensee has not removed the Property and paid the Indebtedness the Property shall at the option of the PNE become the property of the PNE with the right to retain or sell such Property by private sale or auction and retain the proceeds thereof for its own use absolutely. If sold by the PNE, the PNE shall be liable to account to the Licensee only for the net proceeds of the sale after payment from such proceeds of Indebtedness and the costs incurred by the PNE in the removal, storage and disposition of the Property.

In the event the PNE terminates the License, for any reason whatsoever, the Licensee will work diligently, and use its best efforts to remove all of its goods and chattels and those of any sub-licensee as soon as possible. In the event that the Licensee fails to comply with this section, paragraphs 15, 16, and 21 of these License Conditions shall apply.

22. The Licensee, its agents, employees and patrons will be subject to regular PNE parking rates. All vehicles shall be parked as directed by the PNE.
23. The Licensee shall not:
- (a) broadcast or suffer or permit the broadcasting of the Event on radio or television for commercial purposes, or
  - (b) make or suffer or permit the making of audio or visual recordings of the Event for commercial purposes without the prior written consent of the PNE and then only upon such terms and conditions with regard to broadcasting and recording and payment therefore as the Licensee and the PNE may agree.
24. This License Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
25. Failure on the part of the PNE to complain of any act or failure to act of the Licensee, or to declare the Licensee in default irrespective of how long that failure continues, shall not constitute a waiver by the PNE of its rights hereunder, under the License Agreement or any other agreement between the parties hereto, or the right to then or subsequently declare a default and no waiver shall be inferred from or implied by anything done or omitted to be done by the PNE except by an express waiver in writing.
26. Should any provision or provisions of these License Conditions or the License Agreement be illegal or not enforceable, it or they shall be considered separate and severable from these Conditions or License Agreement as applicable, and these License Conditions or License Agreement, as applicable and their remaining respective provisions shall remain in force and be binding upon the parties as though the provision or provisions had never been included.
27. Any notice required to be given under these License Conditions or the License Agreement shall be in writing and shall be deemed to be well and sufficiently given if delivered personally, sent by facsimile or mailed by prepaid registered mail addressed as follows:

**To the PNE: Pacific National Exhibition  
2901 East Hastings Street  
Vancouver, BC V5K 5J1  
Fax Number: 604.251.7761**

**Attention: Exhibit Space Manager**

To the Licensee: At the address or booth shown on the first page of the License Agreement.

Any notice delivered by registered mail shall be deemed to have been received forty-eight (48) hours after the mailing thereof, or if sent by facsimile, when sent, or if delivered, when delivered.

28. The Licensee shall not assign the License except with the prior written consent of the PNE, and no such assignment shall operate as a release of the obligations of the Licensee hereunder.
29. The License subsists only for the Term. It does not contain and does not grant to the Licensee any right of renewal whatsoever.
30. The License Agreement and these Conditions contain the complete arrangement between the parties with respect to the subject matter of the License and all prior agreements, covenants, representations and warranties, written or oral, are hereby superseded and cancelled.
31. The License Agreement and these License Conditions shall be binding upon and ensure to the benefit of the PNE and the Licensee and their respective heirs, executors, successors and permitted assigns.

By signature of this document, I hereby have read and accepted the terms as outlined above.

Licensee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Licensee Signature: \_\_\_\_\_ PNE: \_\_\_\_\_

