

CONDITIONS OF CONTRACT

1. The Exhibitor agrees to abide by all regulations and rules adopted by On Tilt Productions Ltd. (hereinafter referred to as "OTP") and agrees that OTP shall have absolute discretion adopting rules and regulations and that OTP may unilaterally amend said rules and regulations without notice.
2. The Exhibitor's property shall be placed on display and exhibited at his/her/its risk and OTP assumes no responsibility for loss or damage thereto. The Exhibitor shall assume all responsibility for loss or damage to his/her/its property due to fire, theft, flood, lightning, earthquake, explosion or any other cause. The Exhibitor agrees to indemnify and save OTP harmless from any damage, expense or liability whatsoever arising from any injury or damage to the public, to said Exhibitor, his/her/its agents, servants, employees or invitees or to the other exhibitors, or to the property of said Exhibitor, the walls, floors or ceilings of the space in the building so occupied by the Exhibitor, or to other exhibitors' property occurring in said building or the approaches and entrances thereto, by virtue of the terms and conditions of this agreement. The Exhibitor must arrange for sufficient Public Liability Insurance extended to cover participation in the Show.
3. The Exhibitor agrees to display only their following products and or services:

Only the Exhibitor's products and or services shall be displayed.
4. All exhibits shall be substantially completed the day prior to commencement of the Show, and shall include displays of the products and or services set out at paragraph 3. hereof.
5. The Exhibitor's booth must be attended throughout the Show, and for the entire duration thereof, by the Exhibitor or its authorized representative.
6. The Exhibitor is responsible for obtaining all necessary licenses, permits, food handling certificate and or approval, and any related items (the "Approvals"). OTP may offer assistance but does not accept responsibility for obtaining the Approvals, under any circumstances.
7. In the event the building should be destroyed by fire or the elements or if any circumstances whatsoever should occur which might make it impossible for OTP to permit Exhibitors to occupy the premises or if the Show must be cancelled, the Exhibitor covenants that he/she/it will not hold OTP, and OTP will in no way be, responsible for any claims or damages which might arise in consequence thereof.
8. If OTP cancels this contract, upon notice to Exhibitor, OTP shall be released from any and all claims for damages or otherwise.
9. In the event the Exhibitor terminates the agreement for any such reason, all rights of the Exhibitor shall cease and terminate. Any and all payments made by the Exhibitor shall be forfeited to OTP and OTP shall have the right to sell the booth space to other Exhibitors. Notwithstanding same, the Exhibitor shall continue to remain liable to OTP for full payment of his/her/its booth space.
10. OTP reserves the right to reject or prohibit exhibits, or any parts of exhibits or exhibitors which OTP considers objectionable or to relocate exhibits or exhibitors when, in OTP's absolute discretion, such moves are necessary to maintain the quality, character, traffic flow and/or good order of the Show. OTP may request a photograph or sketch of the Exhibitor's display with the final payment.
11. Exhibits must be contained wholly within contracted space. Exhibit walls must be finished on all sides. OTP reserves the right to order additional wall materials, to be billed to the Exhibitor. No exhibit may exceed 8 feet in height unless OTP grants permission.

12. Any hanging signs will be directional Show signs only, produced and positioned by OTP.
13. Exhibitors will be required to abide by all rules and regulations as established by the management of the facilities. No distribution is permitted of helium filled balloons, stickers or any items, which may cause damage to the facility or other exhibits. OTP reserves the right to prohibit the distribution, whether free of charge or otherwise, of other items, including but not limited to jewelry, food, and beverages.
14. Smoking is **not** permitted. Specified outdoor smoking sections may be made available.
15. Distribution of any printed matter, souvenirs or other materials will be restricted to the exhibit area of the Exhibitor. No soliciting will be allowed outside the exhibit area of the Exhibitor.
16. Televisions, VHS players, projectors, computers, sound equipment, etc. must be kept within confines of exhibit space and it shall be the responsibility of each Exhibitor to ensure the sound, electrical or mechanical apparatuses, or any other possible nuisances emanating from his/her/its exhibit area shall not be at a degree that will disturb exhibitors in surrounding exhibits.
17. Move-in and move-out times will be assigned to prevent waste of time and energy. The Exhibitor agrees that no display may be dismantled or goods removed during the entire duration of the Show and same must remain intact until the closing hour of the last day of the Show. The Exhibitor agrees to remove his/her/its exhibit, equipment and appurtenances from the Show building by the final move-out time limit, or in the event of failure to do so, agrees that any part or parts thereof becomes the absolute property of OTP and further agrees to pay for any additional costs incurred by OTP in removal.
18. Exhibits must comply with local fire regulations. All display material must be fireproof.
19. 60 Cycle, 110 volt, 15 amp electrical outlets are optional at a fee and available as noted per the Registration – Exhibit Space Contract.
20. Any arrangements not explicit under the herein Conditions of Contract shall be of no force and effect unless written and approved by OTP, as evidenced by the signature of Cory O'Grodnik. At the Show, any such arrangements complying with this clause shall be made available, in original signed form, by the Exhibitor or are of no force and effect.
22. Any failure to comply with the herein terms will be sufficient to allow OTP to remove the Exhibitor and their booth from the Show. OTP's waiver of compliance shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of same or any other term, covenant or condition herein contained. OTP reserves the right to act, not act, or delay action on any failure to comply.