

# 2023 EXHIBIT SPACE AGREEMENT

## QCX Marketplace – Booth Application

Wednesday August 2<sup>nd</sup> – Sunday August 6<sup>th</sup>, 2023

Regina Exhibition Association Ltd. (Licensor)  
P.O. Box 167, 1700 Elphinstone Street Regina, SK S4P 2Z6  
Phone: 306.781-9200 Email: [exhibitsales@REAL1884.ca](mailto:exhibitsales@REAL1884.ca)

COMPANY (Licensee)			CONTACT NAME
STREET ADDRESS			
CITY	PROV	POSTAL CODE	EMAIL
PHONE #	CELL #	WEBSITE	

**PRODUCT'S** - Please check the appropriate category.

- Art
- Beauty
- Clothing & Jewelry
- Giftware
- Health & Fitness
- Home & Garden
- Other (Please list)

ARE YOU A MEMBER OF THE CANADIAN ASSOCIATIONS OF FAIRS AND EXHIBITIONS (C.A.F.E.) YES NO

IF YES, PLEASE PROVIDE C.A.F.E. # \_\_\_\_\_ (C.A.F.E. MEMBERS WILL NOT BE SUBJECT TO \$20.)

### FEES AND PAYMENT SCHEDULE

- To apply for booth space, a signed copy of this Agreement must be received by the Regina Exhibition Association Ltd. in full payment along with your liability insurance.
- Returned payments (including NSF cheques and declined credit card payments) will be subject to a \$25 processing charge, plus GST.
- No separate billing invoice will be issued. Receipts available upon request.
- No locations are guaranteed.
- No applications will be processed unless payment is included in this agreement, as well as liability insurance.
- No end caps are allowed in booth spaces.
- Proof of Insurance must be submitted by **July 2, 2023. Failure to deliver will forfeit booth space.**

BOOTH REQUIREMENTS	PRICE	QUANTITY	TOTAL
10' x 10' Inline Booth	\$850.00 ea.		
10' x 10' Corner Booth	\$950.00 ea.		
C.A.F.E. Levy (Non-members)	\$20.00 ea.		
<b>TOTAL (Not including taxes)</b>			

#### WAYS TO BOOK SPACE:

- Mail to - P.O. Box 167, 1700 Elphinstone Street Regina, SK S4P 2Z6
- Submit both pages of the form by email to [exhibitsales@real1884.ca](mailto:exhibitsales@real1884.ca)

#### PAYMENT INFORMATION AMOUNT:

AMOUNT: \$ \_\_\_\_\_

Cheque: *Make cheques payable to the **Regina Exhibition Association Ltd.***

#### VISA/MASTERCARD

Credit Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Name of Card Holder: \_\_\_\_\_

Signature of Card Holder: \_\_\_\_\_

Date: \_\_\_\_\_

#### ADDED INFORMATION:

##### APPLICATION REQUIREMENTS:

To make application selections, we require detailed information about your booth(s), products, services and company. Please fill out the application form with as much detail as possible. If the selection team is uncertain about any information provided in the application, they will reach out directly for clarification.

**PHOTOS:** Please submit two (2) photos, one (1) of your booths displays and (1) of your product. These photos should be the same, or as close to, the exact display that you plan on bringing to the QCX Marketplace. Please ensure that these photos highlight your booth and products as the selection process is very competitive and overall display is a main consideration in acceptance. At least one of the photos must show the entire booth display, so all parts are visible. Artist renderings, drawings, or mock-ups will be rejected. Applications submitted without photos will be considered incomplete and will be rejected. If you are unable to attach the photos to the application, please submit them to [exhibitsales@real1884.ca](mailto:exhibitsales@real1884.ca)

### 2023 Rules & Regulations – Commercial Exhibits

1. **Conduct Of Show** - The Licensor (The Regina Exhibition Association Limited, REAL) produces Canada's Farm Show, The Queen City Exhibition and Frost @REAL (Show) and hereby reserves the right to: (a) require the Licensee to withdraw any item from public sale or view that the Licensor deems objectionable; (b) reject Licensee's display or change any exhibit or concession location so as to enhance the quality and/or presentation of the Show; (c) cancel this Agreement at any time without notice and provide to the Licensee a full refund of all amounts paid by the Licensee provided that such cancellation is not as a result of the Licensee's breach of this Agreement or these rules and regulations, in which event the Licensor may retain all amounts paid by the Licensee to the Licensor.
2. **Exhibit Hours** - Subject to clauses 3 & 4, the Licensee will: (a) take possession of the exhibit or concession location during move-in hours specified by the Licensor, and (b) complete all carpentry work and painting and have the Licensee's exhibit in good order and ready prior to the move-in deadline specified by the Licensor. Failure by the Licensee to comply with the foregoing may result in forfeiture of Licensee's rights under this Agreement and any amount paid hereunder. Exhibits must be: (a) fully set up, stocked, and have personnel on location during all Show hours; (b) dismantled and removed following the conclusion of the Show prior to the move-out deadline specified by the Licensor.
3. **Move-in** – REAL is not responsible for any loss or damage of equipment or items that occurs during move in and move out.
4. **Move-out** – Exhibitors are prohibited from moving out early and may be charged at the discretion of Show Management to post a deposit to ensure compliance. Failure to do so will result in additional charges or loss of space. All booths must be dismantled and crated

with company name and shipping information prior to leaving the show. REAL is NOT responsible for any loss or damage of equipment or items during move in or move out.

5. **Cancellation** - The Licensee may, by written notice cancel this Agreement at any time prior to the 30<sup>th</sup> day preceding the commencement of the Show, and on receipt of such written notice the Licensor shall refund to the Licensee all amounts paid under this Agreement less an administration fee equal to \$250.00. No refunds will be provided for cancellations received by the Licensor less than 30 days prior to the commencement of the Show. If a Licensee fails to take possession of an exhibit location prior to conclusion of the move-in, or abandons the exhibit or concession location, the Licensee's right, and entitlement to occupy the exhibit or concession location shall immediately cease and be at an end. Exhibitors cancelling within 30 days of the event commencing will forfeit all space payments and /or deposits and will be moved to the waitlist category for next year's show.
6. **Subletting** - Subletting or sharing of an exhibit or concession location by Licensee is **not allowed**. The exhibit or concession location is to be used exclusively for the purpose shown on this Agreement. Licensee is not permitted to use electrical power or water from another Licensee. Exhibit or concession location(s) which have been assigned and confirmed are not transferable.
7. **Exhibit or Concession Limitations** - The Licensor has the right to prescribe the materials to be used in the construction of booths, signs, show cards or tabloids of exhibits and to regulate their dimensions and positions, and generally direct the arrangements of articles exhibited so far as the same may be necessary to secure an attractive appearance. The licensee must confirm all exhibit activities to within the limits of the space allocated to it. No soliciting or advertising for any purpose will be permitted on the grounds except from within the space for that purpose.
8. **Indemnity** - The Licensor will take reasonable precautions to ensure the safety of property and materials brought upon the premises of REAL. The Licensee assumes all risk of exhibiting and the Licensor shall not be liable for any bodily injury sustained by, or death of, any individual, nor for any loss of, or damage to, any property in connection with the exhibit. The Licensee hereby agrees to indemnify, defend, and hold harmless REAL, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable legal fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Premises by Licensee, Licensee's service providers (if any), or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, or any of Licensee's service providers. This Section shall survive termination of this Agreement.
9. **Insurance** - The LICENSEE shall place and maintain in full force and commercial general liability and property damage insurance in such amounts and containing such terms as REAL deems reasonably necessary in writing. Any indemnity or hold harmless provided herein shall not apply to the extent of (a) any negligence or willful misconduct of REAL or any of the additional insureds (as set forth herein) or their respective employees, agents, or contractors or (b) any structural or premises-related defects of the Premises. Further, THE REGINA EXHIBITION ASSOCIATION LIMITED and the CITY OF REGINA shall be listed as additional insureds on LICENSEE'S liability policies with respect to the liabilities assumed herein by LICENSEE. Written evidence in the form of a Certificate of an insurance policy issued by the insurer shall be delivered to REAL at least 10 business days prior to the Event with **general liability coverage of no less than \$2,000,000 per occurrence coverage and \$1,000,000 auto insurance coverage per occurrence**. In the event of a cancellation of LICENSEE'S insurance, notice thereof will be provided to REAL in accordance with LICENSEE'S policy provisions. The LICENSEE further agrees that if it does not satisfy REAL of its insurance coverage, REAL shall have the right to place such insurance and collect the premium from the LICENSEE as rent. REAL's failure to object to the limits and types of insurance as evidenced by LICENSEE'S certificate of insurance within one (1) business day of receipt thereof shall mean that such limits and coverages are approved by REAL.
10. **Electrical** - Licensees are advised that standard electrical outlets **are included**. The Licensee is responsible for coordinating their electrical requirements (other than standard) with The Regina Exhibition Association Limited by way of completing the electrical order form on our website.
11. **Noise** - Undue noise in the demonstration of exhibits, or noisy or unseemly methods employed in sales or demonstration activities will not be permitted. The decision of what constitutes undue noise or unseemly methods rest exclusively with the Licensor.
12. **Product for Display** - The Licensee may only sell, or display products listed within this application. The Licensee must make any changes or additions to the list of products in writing and are subject to approval by the Licensor. Changes to the Exhibit Space Application must be made 30 days prior to show dates.

13. **Contravention of Laws** - Licensee is responsible for complying with all applicable federal, provincial, and municipal laws and licenses with respect to its products and exhibit. This includes but is not limited to; labour legislation with respect to minimum wages and benefits of employees, Provincial Worker's Compensation coverage, temporary & foreign worker legislation and immigration requirements while working at its exhibits.
14. **Security** – Outside security companies are not permitted to work onsite at the grounds and buildings known as REAL Licensees requiring security personnel must contract security services directly through The Regina Exhibition Association Limited.
15. **Fire Regulation** - If Licensee uses any type of fuel such as gas, oil, or propane in its exhibit or concession location(s), Licensee shall contact the Regina Fire Department to discuss all matters pertaining to the installation of such equipment.  
The use of the following materials shall be prohibited:
- Acetate fabrics; corrugated paper box board; and no seam paper
  - Paper backed foil unless glued securely to suitable backing.
- The following materials shall be flameproof if used for display or decorative purposes:
- All cloth materials \* Plastic Materials \* Flowers - artificial\* Ruckus\* Foliage - artificial\* Split wood and bamboo fibers
  - \*Styrofoam \* Textiles, straw, grass, hay, wood chips, shavings
  - Paper - Cardboards or compressed paperboard less than 1/8" thick is paper.
  - Flammable liquids or gases shall not be stored inside the building\* Aerosols: It is permissible to exhibit one pressurized container, not exceeding one pint capacity of each product classified as a flammable liquid.
  - Motor vehicles or gasoline powered equipment on display must be equipped with lock-on type gasoline tank caps and batteries are to be disconnected. Fuel capacity must be at a 1/4 tank or less
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16. **Government Inspectors** - The Licensee will provide to all government inspectors or agents all information required in the conduct of their investigations and will not impede or overrule the work of any government inspector in any area of their jurisdiction. CSA, RQH etc.
17. **Taxes** - Licensee is responsible for collecting and remitting to the appropriate government authority all sales and other taxes as applicable with respect to the sale of products or services from the exhibit location(s).
18. **Delivery of Goods** - Employees of the Licensor will not receive goods on behalf of a Licensee. Arrangements for delivering and storage of goods are the responsibility of the Licensee.
19. **Exhibit or Concession Cleaning** - The Licensee will keep its own location(s) swept and cleaned. The Licensor will supply staff to ensure that the aisles are kept clean. Roadways and garbage containers will be cleaned daily by the Licensor.
20. **Food & Beverage** - Licensee will not dispense, whether for a price or free of charge, any food or beverage from any common space, roadway, aisle, or contracted exhibit space except as specifically provided for in this Agreement.
21. **Vehicles** - No vehicles will be allowed in any buildings after the move-in deadline. No moving vehicles will be allowed on the roadways of the grounds during the Show and vehicles may only be parked in designated areas of the grounds during the Show. No vehicles will be permitted within the exhibit area.
22. **Trailers on Licensee's Lots** - Trailers on Licensee outdoor exhibit space that are used as offices or stage areas, will be positioned so as not to interfere with the sight lines of adjoining or neighboring Licensee exhibit space. The Licensor will have final approval as to location.
23. **Storage** - Storage of Licensee equipment on the grounds after the move-out deadline is not permitted. Equipment left on the grounds after the move-out date will be removed or stored at the Licensee's expense. Licensee absolves the Licensor from any liability or claim with respect to such action taken after the move-out date.
24. **Consent** - I give consent to receive electronic communications, including emails, from The Regina Exhibition Association Ltd. and their services, events, news, offers, promotions, updates and more. I may withdraw consent at any time.

25. **Free Draws** - Licensee shall not conduct a free draw unless prior approval from the Licensor has been obtained. All free draw tickets and stubs must contain the name of the company conducting the free draw and a sample of same must be provided to Licensor. Licensee will provide Licensor with the name of the winner(s) of any free draws that are conducted.
26. **Raffle Tickets** - The selling of raffle tickets or soliciting of donations by Licensee from any common space, roadway, aisle, or contracted exhibit space is prohibited except as specifically provided for in this Agreement.
27. **Illicit Drugs** - The Licensee will not permit the display, sale or advocacy of items or paraphernalia that may be seen to promote in any way the use of illegal drugs.
28. **Novelties** - Licensee shall not give away buttons, hats, fans, and such other items which are customarily distributed from novelty stands except as provided in the Agreement.
29. **Motion Picture Equipment** - Licensee is advised that the buildings and the outside grounds utilized for the purpose of live entertainment are covered by a contract with the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada. Motion Picture operators are specified as employees covered in the contract and such people must be supplied by the Union if used within the grounds and buildings known as REAL
30. **Application Deadline** - Provided space is available, applications are accepted up until 30 days prior to event commencing.
31. **No exhibitor shall move** - Unless approved by Show Management.
32. **No exhibitor will enter/move** - Items from another exhibitor booth.

33. **OBJECTIONABLE PATRONS**

REAL reserves the right to eject any objectionable person or persons (as determined using reasonable, non-discriminatory discretion) from the Premises and the LICENSEE hereby waives all claims for damages arising from the exercise of such rights, except to the extent such damages arise out of any negligence or willful misconduct of REAL or its employees, agents, or contractors.

34. **EVACUATION OF PREMISES**

Should it become necessary in the judgment of REAL to evacuate the Premises for reasons of public safety, the LICENSEE will retain possession of the Premises for sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another event scheduled in the Premises. If it is not possible to complete presentation of the Event, or reschedule, the rental shall be forfeited, prorated, or adjusted at the discretion of REAL, based on the situation, and the LICENSEE hereby waives any claim for damages or compensation from REAL, provided, however, that LICENSEE approves such forfeiture, reduction or adjustment in writing. If the LICENSEE does not approve, it may refer the matter to dispute resolution pursuant to Section 55 of this Appendix.

35. **MAINTAIN SAFETY**

The LICENSEE agrees not to bring onto the Premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the Premises or which is likely to constitute a hazard to property thereon without the prior written approval of REAL. REAL shall have the right to refuse to allow any such item to be brought onto the Premises and the further right to require its immediate removal therefrom if found thereon. When exhibiting motor vehicles, in or on the Premises, no vehicle shall contain more than one-quarter tank of fuel, battery posts shall be disconnected, and if the fuel cap is exposed, it shall be locked. When propane bottles are exhibited or contained as part of an exhibit, the maximum amount of propane in each tank shall not exceed five (5) lbs. Regardless of the size of the tank, and the tank shall not be connected to other propane tanks or any other appliance and shall be sealed against leakage.

36. **FLAMMABLE MATERIAL PROHIBITED**

The LICENSEE agrees that it will not use or permit to be used for decorations or any other purpose flammable materials such as tissue paper, crepe paper, etc., and that all such decorative materials shall be treated with flame proofing. Further, the LICENSEE shall not do, nor permit to be done, anything in or upon any portion of said Premises or bring or keep anything therein or thereon which shall in any way conflict with the conditions of any insurance policy upon the Premises or any part thereof, (provided, however, that REAL shall advise LICENSEE of any such conditions which may be applicable to the Event), or in any way obstruct or interfere with the rights of other tenants in said Premises or injure or annoy them.

#### **37. APPROVAL FROM FIRE MARSHAL**

Requests for any pyrotechnics must be submitted in writing by the LICENSEE (or the LICENSEE'S pyrotechnics provider) to REAL and the CITY OF REGINA FIRE MARSHAL for approval. The LICENSEE agrees to submit two (2) copies of a full and complete floor plan for an exhibit show to the FIRE MARSHAL no less than thirty (30) days before the first move-in day, and no move-in may begin without a signed copy of such floor plan from the FIRE MARSHAL being provided to REAL.

#### **38. ENGINES, MOTORS, AND FIRES PROHIBITED**

The LICENSEE shall not, without the written consent of REAL, put up or operate any engine or motor or machinery or use oils, burning fluids, camphene, kerosene, naphtha, acetylene, gasoline or any other flammable material on the Premises, or any other agent other than electricity for illuminating the Premises

#### **39. OBJECTIONABLE PERFORMANCES**

REAL retains approval right of the performance, exhibition, or entertainment to be offered under this Agreement, and LICENSEE agrees that no such activity or part thereof shall be given or held if REAL files written objection on the ground that the Event is legally obscene, fails to uphold Event advertising claims or violates Event Content Restrictions (if any) agreed to in writing by both parties at the time of completion of the Agreement. If REAL files such objection and the parties are unable to resolve such situation after good faith efforts to do so, either party may refer the matter to arbitration pursuant to Section 55 of this Appendix. If the matter is not referred to arbitration, REAL shall not be liable to the LICENSEE and the LICENSEE shall be required to pay all rents, costs and expenses as provided in this Agreement. The LICENSEE agrees to use reasonable efforts to ensure that the entertainers, agents, and employees will not use devices and effects or conduct themselves in a manner which invites patrons of the Event to act in an uncontrolled manner during the performance(s) or while in the Premises.

#### **40. INTERRUPTION OF THE EVENT**

REAL shall retain the right to cause the interruption of any performance in the interests of a legitimate public safety risk or threat, and to likewise cause the termination of such performance when, in the reasonable judgment of REAL and after consultation with LICENSEE and appropriate authorities, if feasible, it is necessary to do so in the interest of public safety, and the LICENSEE hereby waives any claim for damages or compensation from REAL in such an event.

#### **41. PUBLIC ANNOUNCEMENTS AT EVENT**

REAL reserves the right to distribute to the audience announcements and literature concerning future attractions to be held in the Premises whether such attractions are under the auspices of the LICENSEE or otherwise, provided, that such announcements shall not unreasonably interfere with the Event. REAL is also entitled to make such announcements as REAL may deem necessary at any time in the interest of public safety. LICENSEE agrees that it will co-operate with the delivery of such announcements for public safety, including, but not limited to announcements requiring patrons to return to their seats.

#### **42. DISPLAY ADVERTISING RIGHTS**

REAL retains the exclusive right to keep any and all forms of display advertising in or on the Premises including, but not limited to, illuminated display signage, posters, banners and electronic message centers during the Event. Further, REAL shall retain all revenue received therefrom.

#### **43. COMPLY WITH RULES AND REGULATIONS**

The LICENSEE agrees to abide by and conform to all reasonable rules and regulations from time to time adopted or prescribed by REAL for the government and management of said Premises. REAL has the right at all times to enter and inspect the Premises without any restrictions.

#### **44. LICENSES AND PERMITS**

The LICENSEE agrees to comply with all Federal, Provincial or Local laws and to pay promptly all taxes, excise, or license fees and to take out all licenses or permits for use of licensed space as required by Federal, Provincial or Local laws and ordinances; and the LICENSEE agrees to provide evidence of same to REAL on demand. The LICENSEE also agrees to advise all exhibitors offering goods for sale that applicable sales tax must be filed, designating sales were made in Regina, Saskatchewan.

#### **45. COMPLY WITH LAWS**

In the event that the LICENSEE is not a resident of Canada and has not provided a resident of Canada waiver, A Non-Resident Withholding (NRW) Tax will be applied to all payments. No activities in violation of Federal, Provincial or Local laws shall be permitted on the Premises, and LICENSEE shall cooperate with REAL to enforce this provision. No unlawful actions, conduct, language, pictures, or portrayals shall be included in the activities

or Event presented by the LICENSEE on the Premises, and nothing shall be presented, used or sold that is contrary to law or prohibited by ordinances of the city of Regina. Further, the attention of the LICENSEE is called to any such violation on the part of the LICENSEE, or any persons employed by or admitted to the Premises by the LICENSEE, the LICENSEE will promptly cease or remedy such violation.

**46. LODGING PROHIBITED**

The LICENSEE agrees that it will not permit the Premises to be used for lodging room unless agreed to in writing by REAL.

**47. DISCRIMINATION PROHIBITED**

No person shall be denied admission to a performance or the Event because of race, creed, religion, sect, color, ethnic or national origin, or political or economic opinions.

**48. NUMBER OF PERSONS LIMITED**

The LICENSEE shall not admit to said property a greater number of persons than the seating capacity thereof will accommodate or can safely or freely move about the said Premises and the decision of REAL in this respect shall be final. LICENSEE is solely responsible for obtaining permits for, and adhering to, capacity limits as set by the Regina Fire Marshall.

**49. LOST ARTICLES**

REAL shall have the sole right to collect and have the custody of articles left in the Premises by persons attending any event held in or on the Premises, and the LICENSEE or any person in the LICENSEE'S employ shall not collect or interfere with the collection or custody of such articles, except for the purpose of delivering such articles to REAL.

**50. FREE SAMPLES**

The LICENSEE is not allowed to permit any promotions, free giveaways of any kind of free samples of food, beverage, or any other products without prior written approval by REAL.

**51. REAL'S EXCLUSIVE RIGHT TO OPERATE**

REAL reserves the right to operate and maintain its regular concessions and concession rights including food, beverages and parking privileges, and to sell refreshments and other merchandise, to rent other articles, to take photographs for its own records (subject to the prior written consent of performing artist(s) and/or LICENSEE) and other privileges. All catering at the Premises must be performed by REAL and all bar operations must be arranged through REAL unless tour catering is otherwise approved. The LICENSEE shall not engage in any of the aforesaid businesses without the written consent of REAL and on such terms and conditions as REAL may determine.

**52. CONTROL OF KEYS**

The Premises and the keys thereof, shall at all times be under the charge and control of the manager appointed by REAL and employees appointed at the discretion of the manager and/or REAL to properly retain charge and control may enter the Premises at any time and on any occasion.

**53. OTHER MATTERS**

It is agreed that any matters not expressly provided for in this Agreement will be decided and dealt with at the reasonable discretion of REAL.

**54. LICENSEE'S PROPERTY SHIPPED TO REAL**

For an applicable fee, mutually agreed to by both parties prior to goods being received, REAL will accept delivery of property addressed to the LICENSEE only as a service to the LICENSEE and only after permission to conduct this service has been given by REAL. REAL will not be liable for any loss, damage or injury to such property, and the LICENSEE will indemnify and hold harmless REAL for any loss or damage to such property in the receipt, handling, care, or custody of such property at any time, except to the extent such loss, damage or injury arises out of the negligence or willful misconduct of REAL or its employees, agents or contractors. The LICENSEE further indemnifies REAL from any claims or costs related to claims from any third party for loss or damage to property on the Premises of REAL during the time covered by this Agreement, except to the extent such claims arise out of the negligence or willful misconduct of REAL or its employees, agents or contractors.

**55. SIGNAGE**

REAL prohibits signage on REAL property. Any LICENSEE signage on REAL property requires prior written consent by REAL.

## **56. DISPUTE RESOLUTION PROCEDURE**

Any disagreement or dispute (herein "Dispute") arising out of or relating to this Agreement, shall be resolved as set forth in this section. It is agreed that any dispute resolution procedure undertaken in accordance with this Article shall be held in Regina, Saskatchewan.

If settlement cannot be reached, either party ("Party") may give notice in writing of its intention to arbitrate, together with a written submission ("Submission") to the other party ("Other Party").

The Submission shall outline the nature of the dispute, the relevant facts and the argument of the Party giving the notice. The Other Party shall within 5 days of receiving the Notice, prepare its reply ("Reply") and serve such Reply on the other party.

Immediately upon a Party serving a Notice of Arbitration, each Party shall place one person's name in a hat and a third party shall draw from the hat the name of the person who shall be the single arbitrator. If a Party has not submitted a name, the arbitrator shall be the person whose name is placed in the hat.

The arbitrator shall base his/her decision on the Submission and Reply; provided, however, that the arbitrator shall at his/her discretion, have the option to ask either party to answer questions to clarify the nature of the dispute or any part of the Submission and Reply; and in such case, the arbitrator shall base his/her decision on the Submission and Reply as clarified by the answer to the arbitrator's question.

The decision of the arbitrator shall be final and binding on the parties and not subject to appeal or rehearing in any manner.

A party shall have recourse to the courts only to enforce the arbitration decision if the other party fails to abide by such decision.

## **57. FORCE MAJUERE**

REAL shall not be responsible or liable for damages caused by delay or failure to perform its obligations under the terms of this Agreement when the delay or failure is due to strikes, lockouts or labour disputes, acts of God, lawful acts of public authorities, delays or defaults caused by common carriers, riots, fire, flood, explosion, public health emergency, communicable disease outbreak, governmental controls or regulations, or any other cause beyond its reasonable control (hereinafter referred to as a "force majeure"). In the event of a force majeure, REAL reserves the right to terminate this Agreement, and if such right is exercised, shall release the Licensee from liability for payment for time not utilized and the Licensee agrees to release REAL from all claims and causes of action of any nature and kind for such termination. Licensee agrees that unexpected business interruptions and mechanical failures that impact service offerings will not create an opportunity for Licensee to seek lost revenue from REAL or support legal claims should the interruptions be considered reasonable within market conditions and best practices in facilities maintenance.

## **58. COVID-19 AND SIMILAR**

Without limiting the generality of section 53, in the event capacities are reduced due to COVID-19 or similar measures, REAL has the option to cancel the engagement and retain the deposit less any non-refundable costs to LICENSEE or re-evaluate the event with the new capacities and present a new offer to the LICENSEE that reflects those new numbers. Should live events not be permitted by event time, the show will be cancelled, and the deposit will be returned to LICENSEE less any non-refundable costs.

## **59. ASSIGNMENT and AMENDMENT**

The LICENSEE shall not assign its rights under this Agreement including with respect to any use of the Premises or any part thereof without the prior written consent of REAL. This Agreement shall not be amended without the prior written consent of the parties.

## **60. SEVERABILITY**

If all or any part of any term or provision hereof is illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

## **61. WAIVER**

No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof of any other right, power, or privilege. The rights and remedies herein are cumulative with and not exclusive of any rights or remedies provided by law.

## **62. JURISDICTION**

This Agreement shall be construed in accordance with and governed by the laws, and subject to the jurisdiction of the courts of Regina, Saskatchewan.



### 63. ENTIRE AGREEMENT

This Agreement (together with all Appendices incorporated into this Agreement), constitutes the entire agreement and understanding between the Parties in respect of all matters which are referred to herein and supersedes any previous arrangement, agreement or understanding (whether oral or written) between them relating to such matters. The Parties confirm that they have not entered into this Agreement on the basis of any representations, warranty or undertaking that is not expressly incorporated in this Agreement.

I have read and agree with all the rules and regulations set out by the Regina Exhibition Association Ltd.

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Licensee Signature

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Date