

HUNGRY WOLF EVENTS

EXHIBITOR APPLICATION AND AGREEMENT

<b>PROMOTER:</b>	<b>Hungry Wolf Events Ltd.</b> 104-19925 Willowbrook Dr. Langley, BC, V2Y 1A7	(the "Promoter")
<b>EVENT:</b>	<b>Popeye's Fall Classic 2018</b>	(the "Event")
<b>LOCATION:</b>	<b>River Rock Casino</b> 8811 River Rd. Richmond, British Columbia, Canada	(the "Facility")
<b>DATE:</b>	<b>November 3rd, 2018</b>	
<b>TIME:</b>	Morning Event: 8:30 am Evening Event: 5:00 pm	

1. EXHIBITOR INFORMATION

Name: \_\_\_\_\_ (the "Exhibitor")

Full Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov./State: \_\_\_\_\_ Country: \_\_\_\_\_ PC: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Telephone: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Please list products or services to be displayed:

- 1.
- 2.
- 3.

Please list companies/exhibitors you would prefer NOT to be located adjacent to:

- 1.
- 2.
- 3.

2. RATES

**Platinum Sponsor\* (\$4000, 400+ competitor SWAG bags):**

- ✓ Main event sponsor
- ✓ Premium advertising and marketing spots including:
  - Double page program ad, back cover and middle insert pages
  - Inclusion in morning and night show PowerPoint Slide Shows
  - Emcee announcement made throughout the night show
  - Booth (triple table) in prime space located in the lobby
  - 6 booth passes granting theater access
  - 4 VIP night show tickets

\* May not be exclusive to one sponsor. Sponsors selected are to be agreed upon with the promoter.

**Gold Sponsor (\$1500, plus Swag items for 400+ competitor bags):**

- ✓ Booth (double table) located in lobby

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- ✓ 4 booths pass granting the theatre access
- ✓ Single page program ad (colour print, 85x11)
- ✓ Inclusion in morning PowerPoint slide show and evening intermission slide show
- ✓ Emcee announcements made throughout the night show

**Silver Sponsor (\$1000, plus Swag items for 400+ competitor bags):**

- ✓ Booth (single table) located in lobby
- ✓ 2 booth passes granting theater access
- ✓ Single page program ad (black and white, 85x11)
- ✓ Inclusion in morning PowerPoint slide show and evening intermission slide show
- ✓ Emcee announcements made throughout the night show

**Bronze Sponsor (\$750, plus Swag items for 400+ competitor bags):**

- ✓ Booth (single table) located in lobby
- ✓ 2 booth passes granting theater access
- ✓ Half page ad in the program and PowerPoint slide show

**3. EVENT ADVERTISING**

Increase your presence at the Promoter Fall Classic 2015 with these great advertising opportunities:

**Event Guide Advertising: Full Colour Print Advertisements**

<b>Photo Back Drop Co-Sponsorship</b>	Price: \$3000 (plus cost of production)
<b>Full Page Ad</b>	Price: \$1000.00 BOOK NOW and save: -\$100.00 Total: \$900.00
<b>Half Page Ad</b>	Price: \$600.00 BOOK NOW and save: -\$50.00 Total: \$550.00
<b>Quarter Page Ad</b>	Price: \$300.00 BOOK NOW and save: -\$20.00 Total: \$280.00

All advertising specifications delivered upon confirmation of order(s).

**4. SUMMARY**

Sponsorship	Cost (\$CDN)
Sponsorship Level (check (✓) one): <input type="checkbox"/> Platinum <input type="checkbox"/> Gold <input type="checkbox"/> Silver <input type="checkbox"/> Bronze <input type="checkbox"/> None	
Advertising (check (✓) one): <input type="checkbox"/> Full Page <input type="checkbox"/> Half Page <input type="checkbox"/> Quarter Page <input type="checkbox"/> None	
Subtotal:	
Add 5% GST (GST #811671189RT001):	

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	<b>Total*:</b>
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**\*Total is due to with submission of Signed Sponsorship agreement. All payments which are not submitted with Signed Sponsorship agreement will be subjected to a 10% Admin Fee.**

**For applications submitted after September 1, 2018 a 15% Expedite Fee will be applied.**

**5. AGREEMENT & PAYMENT**

I/we, the undersigned Exhibitor:

1. apply for exhibit space and /or advertising at the Event; and
2. AGREE TO ABIDE BY THE TERMS AND CONDITIONS SET OUT IN SCHEDULE A HERETO.

Our cheque made payable to **HUNGRY WOLF EVENTS LTD.** is enclosed for:

\$\_\_\_\_\_ Full Payment

Dated this \_\_\_\_ day of \_\_\_\_\_.

Signature:	Print Name:
X	

A confirmation/invoice will be forwarded to you upon space assignment.

Schedule A to Exhibitor Application And Agreement

**TERMS & CONDITIONS**

**1. EXHIBITOR COVENANTS**

- (a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the Facility and operation of the Event, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the Facility and the Event, and (III) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Event.
- (b) The Exhibitor agrees to abide by all rules and regulations governing the Event established from time to time by the Promoter, including rules and regulations set forth in the Exhibitor Zone: "Manage Your Booth" guidelines and information.
- (c) The Exhibitor agrees to observe, to the extent applicable, all union agreements and labour relations agreements in force (i) between the Promoter and contractors providing services to the Facility, and (ii) governing companies operating in the Facility in which the Event is taking place.
- (d) The Exhibitor agrees to obtain, at its own expense, any insurance, licenses or permits which are required for the operation of its trade or business during the term of the Event and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its assigned space.
- (e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Event, unless the Exhibitor satisfies the Promoter that the contest is being operated in accordance with applicable law, and the prior written consent of the Promoter is obtained.
- (f) The playing, performing, reproduction, broadcasting or other use at the Event

of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of the Promoter. The Exhibitor agrees to indemnify and save harmless the Promoter and the Facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

(g) The Exhibitor agrees to occupy its assigned exhibit space during Event hours and to sell, promote or advertise only the products and services described in this agreement.

**2. PROMOTER RIGHTS**

- (a) The Promoter reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Event, (II) reject or prohibit exhibits or Exhibitors which the Promoter considers objectionable, inappropriate, disruptive or offensive to the Promoter, other Exhibitors or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; iv) cancel, in whole or in part, the Event due to an event of force majeure; or (v) change the date, location and duration of the Event; without any liability to the Promoter.
- (b) The Promoter will have the right from time to time to establish and amend or modify any regulations governing use of the Facility and the Event.

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### 3. ASSIGNMENT AND SUBLETTING

The Exhibitor will not assign any rights or sublet space under this agreement without the prior written permission of the Promoter, which permission may be withheld in the Promoter sole and unfettered discretion.

### 4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless the Promoter and the Facility, their respective officers, directors, agents, representatives, insurers and employees, or those for whom the Exhibitor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Event, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, the Promoter, the Facility, Event sponsors or a visitor to the Event and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

### 5. LIABILITY AND INSURANCE

(a) The Exhibitor will obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to the Promoter for the period commencing on the first move-in date and terminating on the last move-out date of the Event. The policy will name the Promoter along with the Facility as an additional loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Event. The policy will provide coverage of at least \$100,000 CAD with not greater than a \$1,000 deductible for each separate occurrence. The Exhibitor must provide the Promoter with written proof of such policy no later than 90 days preceding the Event date.

(b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor will not make any claim or demand or take any legal action, whatsoever, against the Promoter, the Event sponsors or the Facility in which the Event is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

(c) Neither the Promoter nor the Facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

(d) Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this agreement is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.

### 6. BOOTH DISPLAY

(a) Booth construction and signage must be exhibited in accordance with the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Zone: "Manage Your Booth" guidelines and information".

(b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Event, but will remain intact until the end of the final dosing hour on the last Event day. The Exhibitor also agrees to remove its display and equipment from the Event site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by the Promoter.

(c) The Exhibitor will not sell, promote or advertise any products and services not in conformity with this agreement without the prior written approval of the Promoter.

(d) Any featured equipment, presentations, demonstrations, simulations or devices producing noise or odors will not disturb neighboring exhibitors or visitors of the Event in accordance with the rules & regulations as outlined in the Exhibitor Zone: "Manage Your Booth" guidelines and information.

### 7. CANCELLATIONS AND TERMINATION

(a) The Exhibitor will have the right to cancel this agreement by notice in writing to be delivered to the Promoter not less than 90 days preceding the opening date of the Event. All Payments received by the Promoter up to the date of notice of cancellation are nonrefundable and non-transferable. In the event that the Exhibitor (i) notifies the Promoter less than 90 days preceding the opening date of the Event that the Exhibitor wishes to cancel this agreement or (ii) fails to make payments in accordance with the agreement; or (iii) fails to show Promoter proof of insurance; or (iv) except as otherwise permitted herein, fails to appear at the Event; the Promoter reserves the right to (v) cancel this agreement without notice and all rights of the Exhibitor hereunder will cease and terminate; (vi) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this agreement; (vii) re-rent the said space; and (viii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from the Promoter.

(b) If the Exhibitor violates or breaches any other terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to the Promoter will be deemed earned by the Promoter and all deposits received will be nonrefundable and non-transferable. In the event of any violation or breach of the terms and conditions of this agreement, the Promoter will have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as the Promoter deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor will not be entitled to any offset or mitigation of the amount due under this agreement as a result of the use of or payment for the space by another exhibitor in the Event.

(c) Each covenant by the Exhibitor contained herein is material and of the essence of this agreement and violation of any term or condition hereof by the Exhibitor will be a default of the entire agreement entitling the Promoter to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein will be without prejudice to the Promoter to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

### 8. FORCE MAJEURE

In the event that (i) the Facility is destroyed or becomes unavailable for occupancy or (ii) the Promoter is unable to permit the Exhibitor to occupy the Facility or the space, or (iii) if the Event is cancelled or curtailed, for any reasons beyond the control of the Promoter, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, the Promoter will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

### 9. MISCELLANEOUS

(a) Waiver by the Promoter of any breach of any term or provision of this agreement by the Exhibitor will not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

(b) No alterations or variations of the terms of this agreement will be valid unless made in writing and signed by each of the parties hereto. No oral understandings or agreements not incorporated in this exhibitor agreement will be binding upon the parties hereto. Any subsequent modification of this agreement must be executed in writing (which for the purposes hereof will include via facsimile or other form of electronic communication) and must be countersigned by the other party to this exhibitor agreement (which will include via facsimile or other form of electronic communication).

(c) This agreement will be governed by and construed in accordance with the laws of the governing jurisdiction in which the Event is held.

(d) By signing this agreement, the exhibitor contact person(s) expressly consents to receiving communication by email.