

Wednesday, July 30 - Sunday, August 3, 2025



Regina Exhibition Association Ltd. (Licensor)
P.O. Box 167, 1700 Elphinstone Street Regina, SK S4P 2Z6
Phone: 306-781-9200 Email: exhibitsales@real1884.ca

COMPANY (Licensee)			CONTACT NAME
STREET ADDRESS			
CITY	PROV	POSTAL CODE	EMAIL
PHONE #	CELL#		WEBSITE
PRODUCT OR SERVICE (Please check Art Beauty Clothing & Jewelry	☐ Giftw☐ Heal	= -:	□ Other (Please list)
☐ A completed and signed Exhil☐ ☐ A signed Exhibitor Agreemen ☐ Two (2) photographs (one de ☐ Full payment of all applicable Applications will not be processed unl	bitor Applicat; picting the centrication exhibit fees	ation; complete display ans. s. frements are met. A	Additionally, valid proof of liability insurance coverage
is required no later than ten (10) busin APPLICATION DEADLINE	ness days pr	ior to the Show co	mmencement.
Applications will be accepted up to 30	days before	e the Show, subject	to Exhibit Space availability.
PHOTOS Two (2) photos are required with the a	application;	one (1) of your ent	ire display and (1) of your product.
	e, or as close	e to, the exact disp	the application selection process. ay you are bringing to the QCX Marketplace. Artist mitted without photos will be considered incomplete
If you are unable to attach the photos	to the appli	ication, please sub	mit them to exhibitsales@real1884.ca
			Fairs and Exhibitions (C.A.F.E.) are exempt from the mount of \$25.00 per company, which shall be
Are you a current member of C.A.F.E.?	YES	NO	
If yes, please provide your C.A.F.E. Me	mbership N	lumber:	



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EXHIBIT SPACE

BOOTH SIZE	PRICE	QUANTITY	TOTAL
10' x 10' Inline Booth	\$850* ea.		
10' x 10' Corner Booth	\$950* ea.		
C.A.F.E. Levy (Non-members, taxes included)	\$25 ea.		
TOTAL			

*Plus, applicable taxes.

Included with booth:

- (2) Complimentary exhibitor lanyard passes
- · Booth draping 8 ft. high & 3 ft. sides
- One 1200-watt 120-volt electrical outlet
- · Website exhibitor listing
- · Complimentary exhibitor parking

Available for additional costs with booth:

- Additional exhibitor admission passes
- Booth carpeting and furnishings (including tables, chairs, etc.)
- Internet/Wi-Fi
- Additional power requirements
- Hanging of booth signage

Exhibitors will need to contact Show Management via email, exhibitsales@real1884.ca for all additional cost options.

BOOTH DISPLAY RESTRICTIONS

- Backdrops within the Booth may not exceed 8' in height.
- For Booths that are 10' deep:
 - o Sidewalls may be a maximum of 8' high for the rear 5' of Booth.
 - o Sidewalls may not exceed 3' high for the front 5' of Booth, closest to the aisle.
- For Bulk Booths or Booths deeper than 10', please contact Show Management for specific restrictions.

FEES & PAYMENT

- Returned payments (NSF cheques, declined credit card payments, etc.) will be subject to a \$25+GST processing fee.
- No separate billing invoice will be issued.
- Receipts available upon request.
- Proof of Insurance must be submitted by July 18, 2025. Failure to deliver will result in forfeit of Exhibit Space.

Regina Exhibition Association Ltd. does not offer or promise exclusivity, does not guarantee booth location, and does not permit the use of end caps in Exhibit Spaces.

All applications are subject to review and approval by the Regina Exhibition Association Ltd.

Licensee Signature	Date	
Management.		
i understand that this application becomes an agreem	ient once payment is made in run and approved b	y Silow



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DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement:

- 1. Licensor Refers to the Regina Exhibition Association Limited (REAL), the operator or manager of the property known as the REAL District, and any authorized agents or representatives acting on its behalf.
- 2. Licensee Refers to the individual, business, or entity, also known as an exhibitor or vendor, who has been granted the right to occupy and use the assigned space under the terms of this Agreement.
- **3.** Parties Refers to both the Licensor and Licensee.
- **4. Agreement** Refers to the Rules & Regulations contained in this Exhibitor Agreement, including any amendments or schedules attached hereto.
- **5. Rules & Regulations** The requirements, procedures, and policies outlined in this document and/or issued by the Licensor or Show Management that all Licensees shall adhere to.
- 6. Premises Refers to the facilities, buildings, grounds, and common areas on the property known as the REAL District where the Show takes place, including all areas assigned for exhibits, loading zones, and public access areas.
- 7. Show The specific event, exhibition, or trade show during which the Licensee has been granted space usage under this Agreement. This includes, but is not limited to, Canada's Farm Show, Queen City Ex, and Frost @REAL.
- **8. Show Management** Refers to the team or individual(s) designated by the Licensor or Show Organizer responsible for overseeing the planning, coordination, and enforcement of Show operations and rules.
- 9. Display or Exhibit The visual presentation materials and items used by the Licensee within the Booth or Booth Space, including but not limited to signage, banners, lighting, merchandise, shelving, decorations, video screens, and any other physical or digital elements intended to attract attention or convey information.
- **10. Booth or Exhibit Space** The individual, defined area allocated to a Licensee within the Show, typically bounded by pipe and drape, walls, or other structural elements, intended for the Licensee's use to display, promote, or sell products or services.
- 11. Force Majeure Events or circumstances beyond the reasonable control of either party, including but not limited to natural disasters, war, strikes, government regulations, or acts of God, which may prevent the performance of obligations under this Agreement.



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RULES & REGULATIONS

- 1. Conduct of Show The Licensor 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 Space 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 these rules and regulations or this Agreement, in which event the Licensor may retain all amounts paid by the Licensee to the Licensor.
- 2. Move-in & Move-out The Licensee will: (a) take possession of the Exhibit Space during move-in hours specified by the Licensor, and (b) complete all set up of their display, including 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. The Licensee is prohibited from moving out early. At the discretion of Show Management, a deposit may be required to ensure compliance. Failure to comply may result in additional charges or forfeiture of Exhibit Space.
 - All booths shall be dismantled and labeled with the Licensee name and shipping information prior to leaving the Show. The Licensor is not responsible for any loss or damage to equipment or items during move-in or move-out.
- **3. Show Hours** Booths shall be fully set up, stocked, and have personnel on location during all Show hours specified by the Licensor.
- **4. Vehicles** No vehicles will be permitted in any building 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.
- 5. Licensee's Property Shipped to the Licensor For an applicable fee, mutually agreed to by both parties prior to goods being received, the Licensor 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 the Licensor. The Licensor will not be liable for any loss, damage or injury to such property, and the Licensee will indemnify and hold harmless the Licensor 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 the Licensor or its employees, agents or contractors. The Licensee further indemnifies the Licensor from any claims or costs related to claims from any third party for loss or damage to property on the Premises of the Licensor during the time covered by this Agreement, except to the extent such claims arise out of the negligence or willful misconduct of the Licensor or its employees, agents or contractors.
- **6. Subletting** Subletting or sharing of an Exhibit Space by Licensee is not allowed. The Exhibit Space is to be used exclusively for the purpose shown on this Agreement. The Licensee is not permitted to use electrical power or water from another Licensee. Exhibit Space which has 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 shall confine all exhibit activities 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.



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- 9. 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.
- **10. 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. The Licensee releases the Licensor from any liability or claim with respect to such action taken after the move-out date.
- 11. Cancellation The Licensee may, by written notice cancel this Agreement at any time prior to the 30th 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 the conclusion of the move-in, or abandons the Exhibit Space, the Licensee's right and entitlement to occupy the Exhibit Space shall immediately cease and be at an end. Licensees cancelling within 30 days of the Show commencing will forfeit all space payments and/or deposits and will be moved to the waitlist for the following year's Show.
- **12. Novelties** The Licensee shall not give away buttons, hats, fans, or other promotional items which are customarily distributed from novelty stands except as provided in the Agreement.
- **13. Booth Access & Movement Restrictions** The Licensee shall not move their exhibit or any part thereof without prior approval from Show Management. The Licensee is strictly prohibited from entering or removing items from another exhibitor's booth at any time.
- 14. Licenses & 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 the Licensor on demand. The Licensee also agrees to advise all exhibitors offering goods for sale that applicable sales tax shall be filed, designating sales were made in Regina, Saskatchewan.
- **15. Food & Beverage** The 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.
- **16. 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.
- 17. Free Draws The Licensee shall not conduct a free draw unless prior approval from the Licensor has been obtained. All free draw tickets and stubs shall contain the name of the company conducting the free draw and a sample ticket shall be provided to the Licensor. The Licensee will provide the Licensor with the name of the winner(s) of any free draws that are conducted.
- **18. Raffle Tickets** The selling of raffle tickets or soliciting of donations by the Licensee from any common space, roadway, aisle, or contracted Exhibit Space is prohibited except as specifically provided for in this Agreement.
- **19. 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 the Licensor.



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- **20. Electrical** Licensees are advised that standard electrical outlets are included. The Licensee is responsible for coordinating their electrical requirements (other than standard) with the Licensor by way of completing an electrical order form.
- **21. 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 rests exclusively with the Licensor.
- **22. Product for Display** The Licensee may only sell, or display products specified in the accepted application. The Licensee shall 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 shall be made 30 days prior to Show dates.
- **23. Illicit Drugs** The Licensee will not permit the display, sale or advocacy of items or paraphernalia that could reasonably be interpreted as promoting the use of illegal drugs.
- **24. Objectionable Patrons** The Licensor reserves the right to eject any person or persons engaging in unlawful or disruptive conduct (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 the Licensor or its employees, agents, or contractors.
- 25. Objectionable Performances The Licensor 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 the Licensor files written objection on the ground that the activity is legally obscene, fails to uphold Show advertising claims or violates Show Content Restrictions (if any) agreed to in writing by both parties at the time of completion of the Agreement. If the Licensor 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 51 of this Agreement. If the matter is not referred to arbitration, the Licensor 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 Show to act in an uncontrolled manner during the performance(s) or while on the Premises.
- **26. Public Announcements at Show** The Licensor 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 Show. The Licensor is also entitled to make such announcements as the Licensor 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.
- 27. The Licensor's Exclusive Right to Operate The Licensor 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 shall be performed by the Licensor and all bar operations shall be arranged through the Licensor unless tour catering is otherwise approved. The Licensee shall not engage in any of the aforesaid businesses without the written consent of the Licensor and on such terms and conditions as the Licensor may determine.
- **28. Signage** The Licensor prohibits signage on the Premises. Any Licensee signage on the Premises requires prior written consent by the Licensor.



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- **29. Display Advertising Rights** The Licensor 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 Show. Further, the Licensor shall retain all revenue received therefrom.
- **30. Lodging Prohibited** The Licensee agrees that it will not permit the Premises to be used for lodging room unless agreed to in writing by the Licensor.
- **31. Discrimination Prohibited** No person shall be denied admission to a performance or the Show because of race, creed, religion, sect, color, ethnic or national origin, or political or economic opinions.
- **32. 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 the Licensor 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.
- **33. Contravention of Laws** The 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.
- **34. Interruption of the Show** The Licensor 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 the Licensor 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 the Licensor in such an event.
- **35. Evacuation of Premises** Should it become necessary in the judgment of the Licensor 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 Show, or reschedule, the rental shall be forfeited, prorated, or adjusted at the discretion of the Licensor, based on the situation, and the Licensee hereby waives any claim for damages or compensation from the Licensor, provided the 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 51 of this Agreement.
- **36. Comply With Rules & Regulations** The Licensee agrees to abide by and conform to all reasonable rules and regulations from time to time adopted or prescribed by the Licensor for the government and management of said Premises. The Licensor has the right at all times to enter and inspect the Premises without any restrictions.
- 37. Indemnity The Licensor will take reasonable precautions to ensure the safety of property and materials brought upon the premises of the Licensor. 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 the Licensor, 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 the Licensee, Licensee's service providers (if any), or any other invitee of the Show; 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.



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- 38. Insurance The Licensee shall place and maintain in full force and effect commercial general liability and property damage insurance in such amounts and containing such terms as the Licensor 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 the Licensor or any of the additional insureds (as set forth herein) or their respective employees, agents, or contractors or (b) any structural or premise-related defects of the Premises. Further, the **REGINA EXHIBITION ASSOCIATION LIMITED (REAL)** 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 the Licensor no later than ten (10) business days prior to the Show commencement 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 the cancellation of the Licensee's insurance, notice thereof will be provided to the Licensor in accordance with Licensee's policy provisions. The Licensee further agrees that if it does not satisfy the Licensor of its insurance coverage, the Licensor shall have the right to place such insurance and collect the premium from the Licensee as rent. The Licensors 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 the Licensor.
- **39. Criminal Record Check** By written notice, the Licensor may require the Licensee to submit a criminal record check at no cost to the Licensor at the time of application. The Licensor may decline or reject a Licensee application should the criminal record check reveal any convictions related to the Licensee.
- **40. Taxes** The 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).
- **41. Consent** The Licensee gives consent to receive electronic communications, including emails, from the Licensor and their services, events, news, offers, promotions, updates and more. The Licensee may withdraw consent at any time.
- **42. 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 the Licensor to enforce this provision. No unlawful actions, conduct, language, pictures, or portrayals shall be included in the activities or Show 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.
- **43. Security** Outside security companies are not permitted to work onsite at the Premises of the Licensor. Licensees requiring security personnel shall contract security services directly through the Regina Exhibition Association Limited.
- **44. 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 the Licensor. The Licensor 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.



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45. Fire Regulations - The Licensee agrees that it will not use or permit to be used for decorations or any other purpose flammable materials, as outlined below, and that all such decorative materials shall be treated with flame proofing.

The following materials shall be prohibited:

- Acetate fabrics
- Corrugated paper boxboard
- Seamless paper
- Paper-backed foil unless it is securely glued to an appropriate backing.

The following materials shall be flameproof if used:

- Cloth materials
- Plastic materials
- Artificial flowers and foliage
- Split wood and bamboo fibers
- Styrofoam
- Textiles, straw, grass, hay, wood chips, and shavings
- Paper, cardboard, or compressed paperboard less than 1/8" thick

The Licensee shall not, without the written consent of the Licensor, 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. If the Licensee uses any type of fuel such as gas, oil, or propane in its Exhibit Space, the Licensee shall contact the Regina Fire Department to discuss all matters pertaining to the installation of such equipment.

Motor vehicles or gasoline powered equipment on display shall be equipped with lock-on type gasoline tank caps, and batteries are to be disconnected. Fuel tanks shall not contain more than one-quarter (1/4) tank of fuel, regardless of fuel tank capacity.

When <u>propane bottles</u> 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. The tank shall not be connected to other propane tanks or any other appliance and shall be sealed against leakage. Flammable liquids or gases shall not be stored inside any building.

It is permissible to exhibit one pressurized container (<u>aerosol</u>), not exceeding one pint capacity of each product classified as a flammable liquid.

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 the Licensor shall advise Licensee of any such conditions which may be applicable to the Show), or in any way obstruct or interfere with the rights of other tenants in said Premises or injure or annoy them.

46. Pyrotechnics - Requests for any pyrotechnics shall be submitted in writing by the Licensee (or the Licensee's pyrotechnics provider) to the Licensor <u>and the CITY OF REGINA FIRE MARSHAL for approval</u>. 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 the Licensor.



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- **47. Government Inspectors** The Licensee will provide 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.
- **48. Lost Articles** The Licensor 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 the Licensor.
- **49. Control of Keys** The Premises and the keys thereof, shall at all times be under the charge and control of the manager appointed by the Licensor and employees appointed at the discretion of the manager and/or the Licensor to properly retain charge and control may enter the Premises at any time and on any occasion.
- **50. Motion Picture Equipment** The 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 personnel shall be supplied by the Union if used within the grounds and buildings of the Licensor.
- **51. 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 the Licensor.
- **52. 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.

53. Force Majuere - The Licensor 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, the Licensor 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 the Licensor from all claims and causes of action or 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



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Regina Exhibition Association Ltd. (Licensor)
P.O. Box 167, 1700 Elphinstone Street Regina, SK S4P 2Z6
Phone: 306-781-9200 Email: exhibitsales@real1884.ca



Licensee to seek lost revenue from the Licensor or support legal claims should the interruptions be considered reasonable within market conditions and best practices in facilities maintenance.

- **54. Covid-19 & Similar** Without limiting the generality of section 53, in the event capacities are reduced due to COVID-19 or similar measures, the Licensor 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.
- **55. Assignment & 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 the Licensor. This Agreement shall not be amended without the prior written consent of the parties.
- **56. 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.
- **57. 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.
- **58. 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.

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.

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I acknowledge having read, understood and agreed to the Rules & Regulations included in this Exhibitor Agreement