

LIABILITY WAIVER

I THE UNDERSIGNED, BEING THE VENDOR INVOLVED IN THE PORTOBELLO WEST FASHION AND ART MARKET AT THE ROCKY MOUNTAINEER STATION (HEREINAFTER REFERRED TO AS THE MARKET), IN CONSIDERATION OF MY OR AN EMPLOYEE'S PARTICIPATION IN THE MARKET, I HEREBY, FOR MYSELF AND ANY EMPLOYEE FOR WHOM I AM RESPONSIBLE, RELEASE, DISCHARGE, HOLD HARMLESS, AND FOREVER ACQUIT THE PROVINCE OF BRITISH COLUMBIA, THE CITY OF VANCOUVER, ROCKY MOUNTAINEER STATION, CARLIE SMITH O/A PORTOBELLO WEST MARKET, OR OTHER LOCAL SPONSORS, AND THEIR OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS OR ANY LIABILITIES WHATSOEVER, KNOWN OR UNKNOWN NOW EXISTING OR WHICH MAY ARISE IN THE FUTURE, ON ACCOUNT OF OR IN ANY WAY RELATED TO OR ARISING OUT OF MY PARTICIPATION IN THE MARKET. FURTHER, I ASSUME ALL LIABILITY OF ANY NON-PARTICIPANTS WHO ACCOMPANY ME.

I UNDERSTAND THAT I AM AN INDEPENDENT VENDOR FOR ALL PURPOSES, INCLUDING WORKERS COMPENSATION, AND AM NOT AN EMPLOYEE OF THE PROVINCE OF BRITISH COLUMBIA, THE CITY OF VANCOUVER, ROCKY MOUNTAINEER STATION, CARLIE SMITH O/A PORTOBELLO WEST MARKET, OR OTHER LOCAL SPONSORS, AND THEIR OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, AND AS SUCH THEY ARE NOT RESPONSIBLE FOR INJURY OR DEATH OF MYSELF AND ANY EMPLOYEE FOR WHOM I AM RESPONSIBLE WHICH MAY OCCUR WHILE ACTING AS A VENDOR.

Applicant's Signature

Date Signed

Name/Position

Company

Terms and Conditions (Exhibitors)

1. **Payment:** All exhibitor stalls must be pre-paid. Portobello West Market reserves the right to hold the Exhibitor liable for any and all amounts owed. Portobello West Market may at its option terminate any Exhibitor agreement immediately if payments are not made in a timely manner.
2. **Cost of Operation:** The Exhibitor understands and agrees that all expenses for shipping and handling of the exhibit into and out of the show area, for erection and decoration of the display, and for all other costs incidental to the operation of the display, are not part of the show fee and are to be paid by the Exhibitor.
3. **Assignment and Use of Event Space:** Portobello West Market will assign exhibit space in its reasonable discretion and based on a first come first serve basis. Exhibitor acknowledges that Portobello West reserves the right to reassign exhibit space or alter Event layout at any time.
4. **Liability:** Notwithstanding anything in the Agreement to the contrary, each party will be liable for the negligent, or willful acts or omissions of its employees, officers, agents, directors, invitees, contractors, or others acting on its behalf or with its authority, and shall indemnify the other party for any liability arising therefrom. Exhibitor further agrees to indemnify and hold Portobello West Market and the owners and lessors of the exposition areas of the Rocky Mountaineer Station, harmless from claims by the Exhibitor's agents or employees or by any other persons arising out of any act or omission connected with the Exhibitor's participation in the conference and/or exposition, whether negligent or not. Portobello West Market shall not be responsible for the security of Exhibitor's equipment or its proprietary information, and the Exhibitor shall have full responsibility for any theft or other loss including any subrogation claims by its insurer. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. None of the Event Providers shall be liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor for any damage, loss harm or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the Facility or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings demonstration, or stagings.
5. **Facility and Union Rules:** Exhibitors shall comply with all rules and regulations of the Facility and any relevant union in connection with its installation, use and dismantling of the Exhibit.
6. **Care of Building and Equipment:** Exhibitors or agents must not injure, deface or use any prohibited substance (e.g. double-sided tape) on the walls or floors of the building, the booths or the equipment of the booths. If such damage appears, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electric wiring must conform with CSA's Canadian Electrical (CE) Code, and all applicable fire laws, electric codes and other laws which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted on site. The exhibitor also shall comply with all reasonable requests of officials of the site and Portobello West Market with respect to installation, conduct and disassembly of exhibit.

7. **Third Party Contractors:** Portobello West Market may designate firms as official third party contractors to provide support and facilities services ("Official Contractors"). Where designated, all Exhibitors will be required to use Official Contractors. Notwithstanding such designation, Official Contractors act solely as independent contractors, and neither Portobello West Market nor the Facility will be responsible for the performance or any act of omission of Official Contractors.
8. **Rules and Regulations:** The Exhibitor agrees to and shall abide by all accompanying exhibit terms, conditions and general regulations, as well as any additional rules and regulations Portobello West Market shall publish as it deems necessary or appropriate. All such additional rules and regulations shall be deemed a part of and made enforceable in accordance with these terms and conditions.
9. **Alcohol Policy:** No alcoholic beverages, other than Portobello West Market sanctioned receptions, may be served on site.
10. **Abandonment or Vacating of Facilities:** If any part of the space covered by this agreement becomes vacant or is not used by Exhibitor, Portobello West Market may terminate this agreement by written notice to the Exhibitor, whereupon the Exhibitor's rights and privileges shall terminate.
11. **Payment Terms:** Exhibit space rental contracts submitted to Portobello West Market must be accompanied by full payment.
12. **Cancellation:** In the event any Exhibitor wishes to cancel all or part of the exhibit space contracted for hereunder, the Exhibitor will be liable for the following: 50% of the total canceled exhibit space rental fee for cancellations received by Portobello West Market in writing 30 days before the event. After that date, no refunds will be given. No refunds will be given for cancellations of contracts signed within 30 days of the event.
13. **Miscellaneous:** These Terms shall be construed and interpreted according to with the Laws of Canada and shall not be modified except by written agreement.