

**2024 OREA REALiTY Conference & Trade Show**  
**March 6-7, 2024**

**Sponsor & Exhibitor Terms and Conditions**

The following terms and conditions apply to every Applicant who purchases a sponsorship from OREA (hereinafter a "**Sponsor**") with respect to the Event described in the Sponsor & Exhibitor Application. These Terms and Conditions, in addition to the terms and conditions set out in the particular Sponsor & Exhibitor Application, collectively constitute the entire Agreement between OREA and the Sponsor with respect to sponsorship of the Event. Capitalized terms used herein that are not defined herein have the meaning given to them in the Sponsor & Exhibitor Application. Once submitted to OREA, the Sponsor & Exhibitor Application, and sections 1 and 2 of these Terms and Conditions, shall bind each Applicant whose application for Sponsorship of an Event is not accepted by OREA giving the Applicant written notice of acceptance.

1. **ACCEPTANCE BY OREA AND SPONSORSHIP:** Sponsor's application for sponsorship of the Event is set out in the Sponsor's Sponsor & Exhibitor Application, and is subject to OREA's approval and acceptance. OREA's approval and acceptance of the Sponsor's application, and resulting grant of Sponsorship, may be withheld or denied in OREA's sole discretion, and shall only be granted by OREA delivering express written notice thereof to the Applicant. Sponsorships are non-transferable. Except as expressly set forth in this Agreement, OREA makes no and expressly disclaims all representations or warranties, express or implied, regarding the Event, sponsorship of the Event and sponsorship benefits and any other services provided by OREA hereunder, including but not limited to warranties of merchantability, merchantable quality, fitness for purpose, or arising by law, statute, usage of trade or course of dealing. Event content, dates, hours and venue may be modified at any time by OREA in its sole discretion. If Sponsor's application is accepted by OREA, it will be provided the Sponsor package for the Event that corresponds to the Sponsorship Level purchased by Sponsor as indicated on its Sponsorship Application, as such Sponsorship Level is described in the related material that has been made available to Sponsor by OREA. To the extent necessary to give effect to such Sponsorship Level, the Sponsor grants to OREA a fully-paid right to use Sponsor's name and logo in connection with the promotion and production of the Event. Sponsor and OREA are independent contractors as a result of this Agreement, which does not constitute either of them as agent or fiduciary of the other.
2. **PAYMENT AND CANCELLATION.** Full payment of the sponsorship fee selected by the Applicant ("Sponsorship Fee") in the Sponsor & Exhibitor Application must be received by OREA before Applicant will be granted sponsorship. Sponsorships are also subject to limited availability. If OREA determines it will not accept Applicant's application for sponsorship, it will refund the amount of any Sponsorship Fee paid for the Event by Applicant within a reasonable time. If OREA delivers written notice to Applicant that its application for sponsorship has been accepted, the sponsorship shall not be cancellable by Sponsor and the Sponsorship Fee shall be non-refundable except as expressly provided herein. Event content, dates, hours and venue may be modified at any time by OREA in its sole discretion.
3. **SPACE AND USE:** Each Sponsor and their representatives shall not solicit trade in the aisles. Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to the Sponsor's authorized exhibit space. No signs or

advertising devices shall be displayed outside exhibit space or protecting beyond limits of exhibit space as to interfere with any neighboring exhibit.

Sponsor may not make or permit to be made any audio-visual recordings or photographs at the Event without OREA's permission. All contractors must be approved by the host hotel/convention facility (hereinafter "**Exhibit Building**"), and Sponsor acknowledges it may be required to enter into an agreement with Exhibit Building with respect to any such contractors. OREA is not responsible for any refusal of Exhibit Building to permit any particular third-party contractors at the Event.

4. **TERM.** The term of the Agreement shall commence on the date of OREA's written notice of acceptance of the Applicant's application for sponsorship, and shall continue in full force and effect until the conclusion of the Event.
5. **APPROVAL OF SPONSOR MATERIALS.** All sponsorship activities and promotions are subject to approval by OREA. OREA reserves the right to restrict, prohibit, or remove any activity, material, content, individual or promotion provided by or on behalf of Sponsor from the Event or OREA's associated online or physical materials which, in OREA's opinion and at its sole discretion, is objectionable for any reason or may detract from the general character of the Event. Such activities and promotions may include, but are not limited to, persons, objects, conduct and content. which OREA determines to be objectionable. In no event shall OREA be liable for any expenses incurred as a result of such restriction, prohibition or removal.
6. **OREA'S INTELLECTUAL PROPERTY.** OREA's trademarks, service marks, brand names, logos, artwork, and expression in which copyright subsists, whether in electronic or physical form, that OREA displays or distributes through any media whatsoever at or with respect to the Event, or that are provided by OREA to Sponsor by any means in connection with the Event, and all trademark rights and copyrights in such information or materials (collectively, "OREA IP"), shall be and remain the sole and exclusive property of OREA or its licensors. Sponsor shall not have the right to use in any way, or reproduce for any purpose, any OREA IP without OREA's prior written consent.
7. **SPONSOR'S USE OF OREA TRADEMARK AND LOGO.** OREA hereby grants Sponsor a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable license and privilege to use the specifically provided OREA Logo for the sole purpose of promoting the Event, provided any such promotional material are approved in advance by OREA. No other right, property, license, permission or interest of any kind in or to the use of any intellectual property of OREA is or is intended to be licensed to, given to, transferred to, or acquired by Sponsor. Sponsor agrees to comply with the marking provisions of the trademark laws of Canada in connection with such use, including a statement that such trademark is used under license. Sponsor agrees that its use of the OREA logo inures to the benefit of OREA and that Sponsor shall not acquire any rights as a result of this limited license. Any use of OREA's intellectual property that exceeds the limited license set forth above shall constitute a material breach of this Agreement.
8. **SPONSOR'S INTELLECTUAL PROPERTY.** Sponsor hereby grants OREA a limited, royalty free, fully paid-up, non-exclusive, non-transferable, terminable license and privilege to use, reproduce and display Sponsor's name, and any logo provided to OREA by Sponsor for use in connection with the Event, for purposes of promotion and/or administration of the Event. Subject to such license, Sponsor retains all of its intellectual property rights in such material OREA agrees to comply with the marking provisions of the trademark laws of Canada in connection with such use, including a statement that any such trademark is used under license. Any such use by OREA does not convey OREA's approval, endorsement, certification, or referral of any product or service provided by Sponsor, and Sponsor shall not represent otherwise to anyone without OREA's express written agreement. This paragraph, and OREA's acceptance of any such material from Sponsor, do not create any obligation on the part of OREA to make any use of such material.

9. **CONFIDENTIAL INFORMATION.** "Confidential Information" means all information exchanged by the parties that is not generally known to the public and, at the time of disclosure, is identified as, or would reasonably be understood by the party receiving it ("Receiving Party") to be, proprietary or confidential to the party disclosing it or on whose behalf it is disclosed ("Disclosing Party"). Confidential Information may be disclosed by a party in oral, written, visual, electronic or other form. The Disclosing Party's Confidential Information shall include all personal information collected or provided by the Disclosing Party. The party receiving Confidential Information in connection with this Agreement will use the same care and discretion to avoid its disclosure, publication or dissemination as the Receiving Party uses with respect to its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Sponsorship Agreement, the Receiving Party shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Disclosing Party; (b) use the Confidential Information of the Disclosing Party for any purpose other than performance of this Agreement; or (c) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party. OREA's Confidential Information shall also include the terms of this Agreement. This paragraph shall survive the termination of this Agreement as long as either party has possession, control, or awareness of any of the other party's Confidential Information.
  
10. **LIMITATION OF LIABILITY AND INDEMNITY:** Sponsor's representatives attend the Event, and Sponsor brings, places, ships, unloads, loads and displays its property to and at the Event at Sponsor's sole risk and OREA shall assume and bear no responsibility or liability of any kind whatsoever for loss or damage thereto prior, during or after the Event. Neither OREA, nor the owners or managers of Exhibit Building, nor any of their officers, agents, contractors, employees or other representatives (collectively, the "**Released**") shall be held liable for, and they are hereby released from liability by Sponsor for, any damage, loss, harm, or injury, including without limitation death, to the person or property of the Sponsor or any of their invitees, visitors, officers, agents, employees, contractors or other representatives, resulting from theft, fire, water, vandalism, or accident or any other cause, even if caused by the negligence or gross negligence of the Released. Under no circumstances will OREA or any Released be liable for lost profits or other indirect, incidental, consequential, special or exemplary or punitive damages for any of their acts or omissions in connection with the Event, howsoever arising and regardless of whether or not they have been apprised of the possibility thereof. In no event shall OREA's liability to Sponsor hereunder or in any way in connection with the Event exceed the amount actually paid to it by Sponsor for the sponsorship. The Sponsor shall indemnify, hold harmless, defend and protect and save OREA and the Released, from and against any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees and expenses of any kind, which result from or arise from or in connection with any act or failure to act, done or alleged to be done on the part of OREA or any Released in connection with this Agreement, the Sponsor & Exhibitor Application, the sponsorship or the Event.
  
11. **COMPLIANCE.** Sponsor will perform all of its obligations under the Agreement in compliance at all times with all laws, statutes, governmental orders and regulations, including those of any governmental agency, that are applicable to Sponsor.
  
12. **INSURANCE:** Each Sponsor shall maintain throughout the term of this Agreement commercial general liability insurance, from a reputable licensed insurer, of not less than \$2 million per occurrence for the Event. OREA reserves the right to require reasonable evidence of such insurance in a form satisfactory to OREA, and that, upon OREA's request, such insurance policy name OREA as an additional insured and include a waiver of subrogation, and OREA may bar Sponsor from Event entry on failure to satisfy any such request.
  
13. **FORCE MAJEURE:** Notwithstanding anything in Section 17, if because of war, fire, strike, Event facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public

enemy or other cause beyond the reasonable control of OREA, the Event or any part thereof is prevented from being held, is canceled by OREA or, any necessary part of the Event space becomes unavailable, OREA, in its sole discretion, shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate Sponsor Fee received which remains after deducting expenses incurred by OREA. In no case shall the amount of refund to the Sponsor exceed the amount of the Sponsor Fee paid by it.

14. **ASSIGNMENT:** The Sponsor is prohibited from subletting the exhibit space or transferring or assigning the Agreement or any of Sponsor's rights hereunder without the prior written consent of OREA, which it may withhold at its sole discretion.
15. **OBSERVATION OF RULES AND LAWS:** OREA reserves the right to adopt additional rules and to modify these Terms and Conditions from time to time, as may be deemed necessary by OREA for the general success of the Event, by delivering written notice thereof to Sponsor or otherwise attaching them to these Terms and Conditions. Such additional rules and modifications may include changes or additions to these Terms and Conditions and/or the Sponsor Application Form. All such Rules shall form part of these Terms and Conditions and this Agreement, and Sponsor agrees to be bound thereby. The Sponsor also agrees to abide by all laws, rules, policies, guidelines, directors, regulations and ordinances established by Electrical Safety Authority, Exhibit Building, Fire and Health Departments of the applicable municipal government, Health Canada and any applicable government authority with respect to the Event or the location of the Event.
16. **BREACH AND TERMINATION:** Any breach of the Agreement by the Sponsor may result in OREA's termination of the Agreement and/or immediate removal of any of Sponsor's exhibit, content, material or representatives from the Event or associated content at the sole expense of the Sponsor or any such other action as OREA may consider necessary. Any termination of the Agreement by OREA shall be effective on such date of termination as is specified in written notice of termination given by OREA to Sponsor, and shall not prejudice any other remedial rights OREA may have.
17. **RESCHEDULING AND TERMINATION WITHOUT CAUSE:** OREA may terminate this Agreement without cause upon written notice provided to Sponsor no less than ten (10) days prior to the Event. If this Agreement is terminated by OREA without cause, OREA shall refund the total Sponsorship Fee that Sponsor has paid OREA within thirty (30) days of providing such notice. OREA may re-schedule any date(s) of the Event by giving Sponsor written notice thereof at any time up to such Event date(s), using reasonable efforts to give at least seven (7) days prior notice. If OREA delivers notice of re-scheduling the Event to Sponsor, Sponsor shall deliver written notice that it does not accept such rescheduling within five (5) days of receipt of such notice, but in any event prior to the start of the rescheduled Event date(s), failing which it shall be deemed to have accepted such rescheduled Event date(s). If OREA re-schedules the Event and Sponsor gives notice it does not accept such rescheduling as aforesaid, OREA shall refund the total Sponsorship Fee that Sponsor has paid OREA within thirty (30) days of its receipt of such notice from Sponsor, subject to Section 10 and 13.
18. **RELEASE:** Sponsor acknowledges that the Event may be recorded and reproduced in any form and hereby authorizes OREA and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, and transmit in any form for any purpose any such recording of the Event (in whole or in part) and agreed to execute, obtain from its staff and representatives who will attend the Event and deliver to OREA any additional releases and consents required by OREA in connection therewith to give effect to this provision. Sponsor agrees and hereby consents to OREA using Sponsor's name as part of any list of Event participants and/or sponsors. Sponsor hereby waives and releases OREA from any claim it may have now or in future in connection with activities contemplated in this paragraph.

19. **NO REPRESENTATION OR WARRANTY.** OREA MAKES NO REPRESENTATION OR WARRANTY AS TO THE ATTENDANCE AT THE EVENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OREA MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, SPONSORSHIP OF THE EVENT AND SPONSORSHIP BENEFITS AND ANY OTHER SERVICE PROVIDED BY OREA HEREUNDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR PURPOSE, OR ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.
20. **INDEPENDENT CONTRACTORS:** Each party is an independent contractor. This Agreement does not constitute either party as an agent, representative or partner of the other and neither shall have the authority to enter into contracts or obligations on the other's behalf.
21. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the law of Ontario and the laws of Canada applicable therein. The parties agree that all actions and proceedings initiated by either party hereto and arising in connection with this Agreement shall be litigated in a court located in the Province of Ontario and hereby submit and consent in advance to such jurisdiction.
22. **NO WAIVER:** No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.
23. **SEVERABILITY:** If any provision of this Agreement is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity and unenforceability of one provision will not affect any other provision of this Agreement.
24. **ASSIGNABILITY:** Neither party to this Agreement may assign, transfer, sell, pledge, or hypothecate its right, title of interest in this contract or any part thereof, or any rights or privileges created thereby without prior written consent of the other party. Any assignment or attempted assignment contrary to this paragraph shall be null and void. This Agreement shall be binding upon all successors, legal representatives and permitted assigns of the parties.
25. **ENTIRE AGREEMENT:** This Agreement (including the Sponsor & Exhibitor Application) and the description of any sponsorship package purchased by Sponsor provided by OREA constitutes the entire agreement between the parties concerning its subject matter, and may only be modified by their written agreement. If any term of this Agreement is considered unenforceable, the remainder continues in force and effect.

*Please note that Sponsor contact information will be used in administering the use of exhibit space and may be disclosed to official contractor for OREA's Show Management Services for the purpose of the Event and exhibit space.*