

### CANADA'S NATIONAL CONVENIENCE, GAS AND CAR WASH SHOW

## **EXHIBIT SPACE CONTRACT – 2016 CONVENIENCE U TORONTO**

☐ We wish to exhibit at:

The Convenience U CARWACS Show March 8 & 9, 2016 | The International Centre Mississauga, ON Canada

## **SPACE RATES: \$27.50\* PER SQUARE FOOT**

\*Includes 24 hour security, 8ft back drape, side step drape and materials handling up to 5,000 lbs. (Example: 10' x 10' booth = \$2,750 plus applicable taxes) Please Note: An additional \$150.00 will be charged per corner. \_\_\_\_10X10 booth/s Please reserve Floor Plan Choices: 2<sup>nd</sup> choice: 3rd choice: 4th choice: 1st choice: space/s# space/s# space/s# space/s# Company INFO (as you would like it to appear on all show material): Prov./State: Postal/Zip Code: City: Phone: \_\_\_\_\_\_ Fax: \_\_\_\_\_ Toll free: \_\_\_ Web Site: \_ Company Twitter Username: Contact Name: Address same as "Company Info" above or: Phone: \_ E-mail Address: By providing an e-mail address I am agreeing to receive future information about this show and related products from Stagnito Business Information. Company Twitter Username: \_ Logistical Contact to receive exhibitor manual: same as "Contact Name" above or: Contact Name: Address: \_\_\_\_\_ Phone:\_ F-mail Address: By providing an e-mail address I am agreeing to receive future information about this show and related products from Stagnito Business Information. Advertising Contact: same as "Contact Name" above or: Contact Name: \_\_\_\_\_Title: \_\_\_\_\_ Address: \_\_\_\_ E-mail Address: By providing an e-mail address I am agreeing to receive future information about this show and related products from Stagnito Business Information. ☐ VISA MasterCard Name on Credit Card (as it appears): \_\_\_\_ Credit Card Number: \_\_\_\_\_ Billing Address: same as "Company Info" above or: Prov./State: \_ Postal/Zip Code: We agree to pay Stagnito Business Information the fees applicable to the space required and to abide by all the rules and regulations adopted by Show Management. If this contract is faxed to Stagnito Business Information, we authorize Stagnito to take any and all steps to rely on our faxed contract as though it were an original. We acknowledge that booths cancelled after December 11, 2015 will be charged in full. Date: On acceptance by Show Management, a signed copy of this contract and an invoice will be sent to you. Payment is due upon receipt of invoice. Note: booth space will not be allocated until a 50% deposit has been received. SHOW MANAGEMENT USE ONLY Show Management Signature:\_\_\_\_ Contract #: \_ \_Space Fee Total (incld. HST):\_ Booth(s): \_

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# Schedule "A"

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### **Exhibition Terms & Conditions**

- Stagnito Business Information (hereafter referred to as Show Management) agrees to provide the Exhibitor with a standard booth, which includes a back wall & side wall drape at no additional charge.
- The exhibitor shall not assign any rights under this agreement or sublet
  the space without the prior written permission of Show Management,
  which permission may be arbitrarily withheld. The exhibitor also agrees to
  exhibit only the products described in this contract.
  - a. The Exhibitor agrees to abide by all regulations and rules adopted by Show Management in the best interests of the Show, and agrees that Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.
  - b. The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Show Management and the official contractors serving the Show facility and companies operating in the building in which the Show is taking place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
  - c. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the Show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
  - a. The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
  - b. The exhibitor agrees to indemnify and hold harmless Show Management, Show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Show Management or a visitor to the Show.
  - c. All of the exhibitor's property at the Show shall be at the sole risk of the exhibitor and Show Management assumes no responsibility for loss or damage thereto.
- 5) This contract may only be cancelled if notice, in writing, is received by Show Management. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 180 days or less prior to the first day of the Show, the exhibitor is liable for full payment of his space rental under this contract. In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Show Management reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of this contract and Show Management may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.
- 6) Should an exhibitor fail to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation noted in the show exhibitor manual, show management reserves the right to consider the space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline are at the discretion of show management. Show management reserves the right to resell the cancelled space, assign the space to another exhibitor or decorate the open space as deemed necessary.

- Show Management reserves the right to relocate exhibitors or exhibits at any time when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the Show.
- 8) Show Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel Exhibitors or their personnel if, in Show Management's opinion, their conduct or presentation is objectionable to other Show participants or Show Management.
- 9) Exhibitor agrees to confine his/her presentation within the contracted space only, and within the maximum height set by the Show rules and regulations and to maintain staff in his/her booth space during Show hours.
- 10) All goods shipped to the Show must be clearly marked with the name of the Exhibitor and the number of his/her space. Goods must not be shipped to the Show with shipping charges to be paid on arrival, as these will not be accepted by Show Management. Show Management assumes no responsibility for loss or damage to goods before, during the period of the Show, nor after its closing.
- 11) The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date a policy of insurance from a reputable insurer. The policy of insurance shall protect Show Management and insure the exhibitor against all claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the exhibitor's presence or operations at the Show. Policy shall provide coverage of at least \$2,000,000 for each separate occurrence.
- 12) The exhibitor agrees to occupy the contracted exhibit space during the full term of the Show and to remove his/her exhibit, equipment and appurtenances from the Show building by the final move-out time limit, or in the event of failure to do so; the Exhibitor agrees to pay for such additional costs as they may be incurred.
- 13) Show Management reserves the right at its sole discretion to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, Show Management shall not be liable in damages or otherwise for failure to carry out the terms of this Agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Show Management whether similar or dissimilar from the causes enumerated herein. In the event that the exhibit space to be used by the Exhibitor should in any way be rendered unusable, the Exhibitor shall pay for such space only for the period during which it was or could have been used as determined within the sole discretion of Show Management. A refund of all monies paid by the Exhibitor to Show Management will be made by Show Management in the event that the Show is not held as proposed by Show Management.
- 14) Show Management reserves the right to cancel this contract and to withhold possession of exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the Show rules and regulations, in which case the Exhibitor shall forfeit as liquidation damages all space rental payments made by him/her and any further occupancy of such space.
- 15) The exhibitor is liable for any damage they cause to the facility or to any property of Show Management, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Show Management its agents or any other exhibitor.
- 16) In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$50 administration fee will be charged to the exhibitor.