



## EXHIBITOR CONTRACT TERMS AND CONDITIONS AGREEMENT

This agreement, when signed on the Exhibit Space Contract document by the Exhibitor and Canada's Wedding Expo (CWE) constitutes a binding legal agreement. CWE agrees to review your application and contract and assign your company exhibit, if available, consistent with eligibility requirements and policies. The Exhibitor agrees that upon acceptance of this application and contract by CWE, with or without appropriate payment of the exhibition fee, this application and contract shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. By the signature, the individual signing the Canada's Wedding Expo 2009 Exhibitor Contract document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms herein this Agreement and the rules and regulations included in the Exhibitor Services Manual/Media Kit or any other regulations issued prior to exhibition.

### **TERMS AND CONDITIONS**

#### **BOOTH RENTAL PAYMENT**

Applicable deposit must accompany this application with the balance due and payable by October 15th, 2008. If the balance is not received by the deadline, the Exhibitor waives all rights to the space designated on the contract and CWE Management will not guarantee space at the location specified in the application, or any space. Contracts executed after October 15th, 2008 require 100% of the total exhibition fee at time of application. The Exhibitor agrees that the application accepted with a deposit pending invoice to the Exhibitor shall be deemed valid and binding as if a deposit had been made. Exhibitor agrees that no portion of this payment is refundable, and that, except as outlined in the Cancellation Policy of this agreement. Exhibitor is liable for the total space contracted for.

#### **CANCELLATION POLICY**

CWE must receive all Exhibitor participation cancellations, in writing via postal mail. The date of the cancellation shall be the date the show management receives written cancellation via postal mail. If CWE Management does not receive notice of cancellation, in writing via postal mail, the Exhibitor will be liable for 100% of the Exhibitor cancellation fee. Both the Exhibitor and CWE Management acknowledge that, in the event of cancellation, CWE Management will sustain substantial monetary losses that cannot precisely be determined. Due to the difficulty in determining and detailing said losses, the Exhibitor agrees to pay the following as liquidated damages (and not a penalty) if the Exhibitor cancels its participation: If written notice of cancellation is received on or prior to October 15th, 2008, the Exhibitor shall receive 100% of their deposit/payment. If written notice is received after October 15th, 2008 the Exhibitor shall receive 0% of their deposit. If written notice of cancellation is received after October 15th, 2008 the Exhibitor is liable for 100% of the total Exhibition fee. All cancellation fee(s) are payable immediately upon cancellation. If Exhibitor fails to occupy booth space without notice, the Exhibitor forfeits all deposits made, and will be held liable for any unpaid balances due on contract. The above cancellation fee(s) terms shall apply regardless of the execution date of the contract.

#### **EXHIBITOR BREACH**

CWE Management reserves the right to cancel the Exhibitor's participation if the Exhibitor breaches any of its obligations or does not comply with the terms and conditions of the Contract including, but not limited to, making any payment that is due as per this Contract. If CWE Management does cancel Exhibitor as per this section, the Exhibitor will have been deemed to have canceled its own participation and thus subject to cancellations fees as stated in the Cancellation Policy above. The date of cancellation for calculating the cancellation fees shall be the date that CWE Management cancels the Exhibitor for breach.

#### **COLLECTION FEES**

Any Exhibitor that does not meet all financial obligations when due will be responsible for all outstanding debts and any fees (including attorney's fees and/or collection fees) CWE Management incurs to recover the debt. There will be a \$50.00 charge for all returned cheques.

#### **LICENSE RELATIONSHIP**

It is understood and agreed that the Contract constitutes a non-assignable and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement or joint venture between the parties.

## **SUB-LETTING**

The exhibitor named on this contract shall be the only company advertised in the assigned booth. The Exhibitor shall not assign, sublet, transfer, sell or apportion in whole or any part the space allocated to the Exhibitor by CWE Management to any third party or have representatives, equipment or materials from any other business other than its own.

## **ASSIGNMENT OF EXHIBIT SPACE**

CWE Management will attempt to accommodate the exhibitor's request for specific booths. However no guarantees can be made. Exhibit spaces will be allocated on a first come first serve basis. CWE Management reserves the right to relocate space of exhibits, which may be affected by a change in the floor plan, or in the interest of optimum, traffic control and exhibit exposure. Exhibits shall be arranged to not obstruct the general view or hide the exhibits of others. Plan for special built displays not in accordance with all applicable regulations should be submitted to CWE Management before construction is ordered. CWE Management cannot be held liable if competitive exhibitors are adjacent to or opposite each other but efforts will be made to allocate space on a basis fair to all exhibitors. The Exhibitor acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in Canada's Wedding Expo.

## **EXHIBIT SET-UP**

All exhibits must be set up within the time schedule specified in the Exhibitor Manual. No major changes to displays are permitted during public show hours. In the event of an Exhibitor's booth not being open at anytime during show hours, CWE Management shall have the right to open the said booth by the removal of any night sheets or other of any sort, but shall be under no liability to the Exhibitor for any loss or damages which may be caused thereby, or as a result of the booth being opened in that way and then being left unattended.

## **ARRANGEMENT OF THE EXHIBIT**

Displays must not protrude beyond the measured booth dimensions, nor obstruct a clear view of the neighboring booths. The exhibitor may not attach his display to walls, structural supports, or flooring in the exhibit building, by nail, screws, bolts or permanent cement, nor may he/she suspend anything from the ceiling or rafters. No painting of the floor of the premises is permitted. Low side dividers between exhibits should not exceed 36 inches in height. No Exhibitor shall permit the exposure of any unfinished surface to neighboring booths. If the Exhibitor fails to correct the unfinished part, CWE Management reserves the right to finish such outside partitions. The Exhibitor shall pay the cost of such repairs to CWE Management upon demand being made. CWE Management reserves the right to restrict the use of glaring or irregular lighting effects.

## **EXHIBIT DISMANTLING**

No Exhibitor shall dismantle or remove any part of his display before the time schedule as specified in the Exhibit Manual. CWE Management may resolve any material remaining after the cut-off time at the Exhibitor's expense.

## **CHARACTER AND CONDUCT**

All displays and promotional literature must be in good taste. The product or service must be presented in a professional manner with no carnival tactics or sideshow type "come-ons" permitted. Free samples may be distributed. Any Exhibitor offering food samples must notify CWE Management. Orders for products may be taken and merchandise may be sold at a cash retail price subject to CWE Management approval. Raffles and give-a-ways may be conducted, but only with the approval of CWE Management. No alcoholic beverages will be permitted in the exhibit hall. If, in the opinion of CWE Management, an Exhibitor or his servant or agents conducts himself in an objectionable manner, he/she will be liable, at the sole discretion of CWE Management for immediate expulsion from the show. In such circumstances, CWE Management will not be liable for any damage or loss to the Exhibitor or the person expelled, nor will there be any refund on rental fees.

## **NOISE AND MACHINERY**

CWE Management has the right to stop the display, demonstration or running of an engine or machine or anything, which, by causing vibration, noise, smoke, smell, or any of them, may be considered to be a nuisance. The Exhibitor shall at the request of CWE Management stop the use of loud speakers, microphones, amplifiers, musical instruments, stereo & video equipment, radios, filming equipment or such audio equipment. The Exhibitor shall not have on his/her stand or exhibit or display at the EXPO any goods of an explosive, inflammable, obscene or noxious nature. CWE Management reserves the right to refuse or terminate the exhibit or sale of any article, which they may in their discretion deem unsuitable or objectionable or deceptive to purchasers.

## **EXHIBIT CARE**

The exhibit must be attended throughout the Expo hours by at least one representative of the Exhibitor. It is the Exhibitor's responsibility to keep his/her area clean and orderly throughout the show and to ensure that it is ready for opening at the time the show opens each day. If the Exhibitor generates excessive amounts of trash, CWE Management may remove any trash or materials remaining at the close of the show days at the Exhibitor's expense.

## **COMMON SHOW AREAS**

All lobbies, corridors, aisle ways, restrooms, food and beverage concessions and special assembly rooms will be considered as common show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No Exhibitor will be permitted to use these areas for the display or distribution of products, services, or their attendant literature.

## **ADVERTISING**

The Canada's Wedding Expo name may be included in the advertising of the Exhibitor; however, CWE Management must be informed in advance of the content to be certain it is the interest of the show as well as the Exhibitor. The Exhibitor grants CWE Management the right to use the name of the Exhibitor as a part of its advertising in so far to say that the Exhibitor is displaying his/her products/services at the show. The Exhibitor Pre-Show advertising campaign can be obtained from CWE Management.

## **DRAWS, PROMOTIONAL GIVE-A-WAYS AND MAILING LISTS**

All Exhibitor draws and promotional give-a-ways must be approved by CWE Management prior to the show. All Exhibitor draws and promotional give-a-ways must be free and clear of any financial obligation on the part of the winner. All contest terms and conditions, and list of prizes available and their value must be clearly posted. CWE Management reserves the right to cease any draws that do not meet with the above criteria. Mailing lists compiled by the Exhibitor at the Expo may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor listed on this contract. Any CWE lead list that may be available may not be sold or otherwise distributed and is for sole use of CWE Exhibitors only. CWE will not be liable for any draws or promotional giveaways that do not comply with regulations or applicable laws.

## **PASSES AND BADGES**

Each exhibiting company will receive 6 exhibitor badges per booth paid for prior to the commencement of Canada's Wedding Expo. Additional badges can be purchased for \$10.00 each. No free admission passes will be distributed.

## **SECURITY, FIRE HEALTH & SAFETY**

The Exhibitor will assume all responsibility for compliance with local city and provincial safety, fire and health ordinances regarding installation and operation of his/her exhibit. The Exhibitor shall be properly insured for same. CWE Management will provide security throughout move-in, show and takedown hours.

Except during Expo hours, doors will be locked and security will be on premises. Limited access will be provided during non-Expo hours to bona fide exhibitors only and their authorized representatives. Such admittance will be by Exhibitor badge only. All exhibit materials and equipment will be reasonably located and protected by safety guards and devices where necessary. Only fireproof materials shall be used in displays and the necessary fire precautions will be adhered to by the Exhibitor in regard to his/her vehicles. Gas tanks must be dry and gas caps must be taped. Batteries must be disconnected.

## **LIABILITY & INSURANCE**

CWE Management shall not, under any circumstances whatsoever, be liable or responsible for a) any loss, damage, theft, or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the Exhibitor or for which the Exhibitor is responsible b) any damage or injury suffered by the Exhibitor or his/her servants or agents or by any other person c) any loss, damage or expense whatsoever suffered by the Exhibitor by reason of chance in date, time or place of the exhibition or the abandonment of thereof. The Exhibitor shall be liable for all loss, damage, injury, claim costs and expenses whatsoever or howsoever caused to any person or property in any circumstance whatsoever by the Exhibitor, his/her servants, or agents or the goods, exhibits, fittings, machinery and other property belonging to the Exhibitor for which the Exhibitor is responsible and the Exhibitor hereby agrees to indemnify CWE Management in respect of a) any such loss, damage, injury, claims, costs expenses as foresaid. The Exhibitor agrees to provide CWE Management upon request with a certificate of insurance for a minimum of \$1,000,000 General Liability Coverage inclusive of bodily injury and/or property damage for each occurrence Canada's Wedding Expo and the Toronto Congress Centre must be named as additional insured in respect to the operation of the show. Exhibitors wishing to insure their goods must do so at their own expense.

If CWE Management should be prevented from holding the show beyond its control, or if it cannot permit the exhibitor to copy his rented spaces due to circumstances beyond control including, but not limited to, strike, fire, civil disobedience, terrorism, inclement weather, lockouts, and acts of God, CWE Management will refund to the exhibitor the amount of the rental paid, less a proportionate share of the show expenses. Suppliers of the CWE Management shall have no further obligation or liability to the Exhibitor. Any contractual agreement made between an Exhibitor and the supplier shall be between those parties and CWE Management shall not be party thereto nor incur any liability on behalf of any one Exhibitor in such contractual agreements. Exhibitors for a fee, can request event date insurance coverage through the Insurance suppliers of CWE Management.

#### **EXHIBIT BUILDING RULES**

As sub-tenants, Exhibitors are required to abide by the rules and regulations of the management of the Exhibitor building (TCC). A copy of these rules is on file at the office of CWE Management.

#### **OFFICIAL CONTRACTORS**

Where an official contractor has been designated by CWE Management to perform services for Exhibitors such as rental of furniture, erections of exhibits, electrical work, plumbing, labour, or any other service, no Exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing from CWE Management.

#### **GENERAL**

All matters and questions not covered by this show information and Agreement form are subject to the decision of CWE Management. In addition, CWE Management shall have full discretion in the interpretation and enforcement of all rules contained herein and the authority to make such amendments thereto, and such further rules and regulations governing the conduct of and participation in the show as it shall consider necessary for the proper presentation of the show. The Exhibitor agrees to cease any activity that CWE Management deems to be a violation of the terms and to follow the directives of CWE Management.

#### **MISCELLANEOUS**

This contract is irrevocable, and the rights of CWE Management under this contract shall not be deemed waived except as specifically stated in writing by an authorized representative of CWE Management. The Exhibitor further agrees that upon acceptance of this agreement by CWE Management, with or without appropriate or timely payment of any and all fees, this agreement shall become binding and enforceable in accordance with its terms.

#### **RESTRICTIONS**

Helium Balloons are allowed. However, if they are released and / or end up being displayed for any reason whatsoever, there will be a charge to the exhibitor to remove the helium balloon(s) for the ceiling or any other parts of the exhibition hall.

Alcohol/Wine/Spirits are not allowed. However, if CWE obtains a "Special Occasion Permit" then certain conditions will apply for the tasting and/or sale of wine, liquor, beer and spirits.

CWE Management reserves the right to have sole discretion on whether or not any Exhibitor can participate in CWE. All decisions by CWE Management shall be final and binding upon all parties.