



OTTAWA BOAT SHOW

EY CENTRE, 4899 Uplands Drive Ottawa, ON K1V 2N6

February 23 - 26, 2017

ALL SHOW INFORMATION WILL BE ADDRESSED TO THE ADDRESS LISTED BELOW UNLESS OTHERWISE INDICATED

Company Name (As you wish for it to appear in the Show Guide): _____

First Name: _____ Last Name: _____

Address: _____

City/Prov./State: _____ Postal/Zip Code: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Facebook: _____ Twitter: _____

EXHIBIT DESCRIPTION: Please supply a description of the products/services you wish to display in your booth. Only those items described below and approved by Show Management will be permitted to be displayed at the show:

A. Booth Space We wish to rent _____ square feet (Standard 10'x 10') at \$10.55 per sq. ft. + HST. ♦ Please remit \$1,055.00 + 13% HST.	B. Bulk Space We wish to rent _____ square feet (Minimum 20'x 25') at \$6.60 per sq. ft. + HST. ♦ Please remit deposit of \$1,500.00 + 13% HST.	C. Volume Space We wish to rent _____ square feet (2,000 sq. ft. or over) at \$5.50 per sq. ft. + HST. ♦ Please remit deposit of \$1,500.00 + 13% HST.
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Space Location: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

Dimensions Front: _____ x Depth _____ Total Cost: _____

We agree to pay Canadian National Sportsmen's Shows (1989) Limited (CNSS) (the "Licensor") the appropriate space rate, plus HST. We have read and understand the Conditions of the Application/Contract on the reverse, and agree to abide by them. If this Application/Contract is faxed to CNSS, we authorize the Licensor to take any and all steps in reliance on our faxed Application/Contract as though it were an original. I understand that my contact information as listed above will be shared with the show's official suppliers for the sole purpose of contacting me regarding services for the show (e.g. electrical).

Exhibitor Authorized Signature: **X** _____ Date: _____

METHOD OF PAYMENT - *THE MAXIMUM TRANSACTION PER COMPANY PER SPACE THAT CAN BE PAID ON A CREDIT CARD IS \$4,000.00 INCLUSIVE OF ALL APPLICABLE TAXES.*

Cheque (Please make cheque payable to Canadian National Sportsmen's Shows)

Visa MC AMEX Card Number _____ Exp.: _____

Print Name _____ Amount: \$ _____ Pay Deposit Only Pay Full Amount

Card Holder Signature: _____

On acceptance of this contract by the Licensor a signed copy of this contract and an invoice will be sent. **A DEPOSIT MUST ACCOMPANY THIS APPLICATION**

BALANCE IS DUE ON DECEMBER 16, 2016 & WILL BE DEBITED FROM THE CARD LISTED ABOVE

OFFICE USE ONLY

Customer Code: _____ Booth Space: # _____ Number of Badges: _____

Deposit Received: \$ _____ Order No.: _____ Sales Person: _____

FINAL BALANCE DUE: \$ _____

Accepted by Show Management: _____ Date: _____

RULES AND REGULATIONS 2017 OTTAWA BOAT SHOW

APPLICATION FOR SPACE

No right to allocation of space may be derived from the application. In special cases the organizers may decide not to confirm an application, to allocate less space than has been applied for, to alter allocated space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

RENT AND TERMS OF PAYMENT

(A) Booth Space exhibitors please remit a payment of **\$1,055.00 + 13% H.S.T.** with Application Contract

(B) Bulk/Volume Space Exhibitors please remit deposit of \$1,500.00 with Application Contract. **Balance due by December 16, 2016**

(C) Full payment must be sent with any space application received after December 16, 2016 .Please make cheque payable to Canadian National Sportsmen's Shows.

USE OF SPACE

Each exhibitor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to the licensed space. Without limiting the generality of the foregoing, the Exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties and shall strictly confine all permitted activities to the licensed space. **In addition, use of the space shall be strictly restricted to the Exhibitor and the Exhibitor shall not assign, either in part or in whole, otherwise permit the participation of any third party in any of the activities, undertakings or displays in the licensed space, without the prior express written consent of the licensor.** In the event of the failure of the Exhibitor to utilize all its space to the satisfaction of the Licensor, it may at any time after the opening hour of the Show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the benefit of the exhibition. The Licensor reserves the right to relocate contracted exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the exhibition.

The use of said space shall be subject to the Rules and Regulations appearing in this contract and in the "Exhibitor Information Kit" and to all further rules and regulations now or hereafter adopted for the conduct of said Show, which are hereby, made a part of this agreement and to which the Exhibitor agrees strictly to conform. The Exhibitor further acknowledges that the Licensor is a party to an occupancy agreement pursuant to which the use and occupation of the building by the Licensor and all Exhibitors is governed. The Exhibitor agrees to be bound by the terms, conditions, rules and regulations set forth in such agreement.

CHARACTER OF EXHIBIT

The Licensor reserves the right, in its sole discretion, to decline, prohibit or remove any exhibit, Exhibitor or proposed exhibit or Exhibitor not approved of by it, and to permit only such matter and conduct as it shall approve. The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems, and all things which effect the character of the exhibition and the Exhibitor will not obstruct or hinder the Licensor in preventing or removing forthwith any matter, conduct or thing which it considers objectionable.

RISKS

All property used or exhibited is at the sole risk of the Exhibitor, and the Licensor will not assume any responsibility for the safety of exhibits against theft, robbery, fire, accidents or for any matter or thing whatsoever, or for bodily injury or damage to property or persons caused by the operations of the Exhibitor. The Exhibitor understands and agrees that the Licensor shall assume no responsibility for representations or warranties given by the Exhibitor to the public in regard to its products or services or for transactions or contracts between the Exhibitor and the public, or for any losses or damages arising there from.

INSURANCE

The Exhibitor shall hold the Licensor harmless from any damage, expense or liability, to or in respect to any person, arising out of the Exhibitor's occupancy of the said licensed space or anything or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere.

REMOVAL OF GOODS

Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the Show without prior written permission of the Licensor. **The Exhibitor will cause all exhibits, equipment and products to be removed from the Show premises on the date and time specified as "Exhibit Removal Deadline" in the Exhibitor Information Package.** The Licensor shall be entitled to remove all exhibits, equipment and products of the Exhibitor to any place of storage, and the Exhibitor shall be liable for all additional charges or damages incurred by the Licensor for or by reason of all such property of the Exhibitor left on the Show premises or other environs after such deadline.

PREVENTION OR INTERRUPTION OF USE OF PREMISES

The Licensor reserves the right, exercisable in 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 such change. In the event the Show is cancelled because of reasons beyond the control of the Licensor, space rental fees or deposits already made will be returned to Exhibitors on a pro rata basis, after all related expenses incurred by the licensor through the date of cancellation have been met, and the Licensor shall be released from any and all claims for damage which might arise in consequence thereof.

LABOUR AGREEMENTS

The Exhibitor agrees to observe all union contracts and labour relation agreements in force, agreements between the Licensor, official contractor service companies and the building in which the Show will take place and the labour laws of the jurisdiction in which the building is located.

CANCELLATION POLICY

No amount paid or payable by the Exhibitor hereunder is refundable in the event the Exhibitor does not use the reserved space. The Licensor shall have full power in the interpretation and enforcement of all Rules and Regulations whether contained herein or otherwise and the power to make such amendments thereto and such further rules and regulations governing participation in the Show as it shall consider necessary for the proper conduct of said Show.

If the Exhibitor fails to make any said payments at the time appointed therefore, all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the Licensor as liquidated damages for the breach of this Agreement, and the Licensor may thereupon relicense said space. The Licensor may at any time that the Exhibitor fails to pay any indebtedness owed by the Exhibitor to Licensor, after demand, seize and sell any property of the Exhibitor within the Show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness, together with its costs, without prejudice to any other rights of the Licensor, and the Exhibitor shall be liable for any deficiency or loss suffered by the Licensor. This license may be terminated by the Licensor at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Licensor as liquidated damages for such breach, and the Licensor may thereupon relicense said space. Until this application is accepted by the Licensor, the exhibitor shall be entitled to the return of the rent paid, upon notice in writing to the licensor.

GENERAL

In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, condition or rule is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision. The Exhibitor hereby consents to the use of any pictures or other images by the Licensor in the subsequent promotion of this Show or any other show of the Licensor.

There is no representation, warranty or condition made by binding upon the Licensor affecting the subject matter of this Agreement of the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Licensor. Nothing herein shall be construed as constituting the Exhibitor and the Licensor partners, joint ventures or agents of one another. The Exhibitor has read and understands the Rules and Regulations and understands that this application and the contract resulting from it will be subject to these Rules and Regulations. The Licensor reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Ontario law. The parties hereby irrevocably attorney to the jurisdiction of the Courts of the Province of Ontario, it being the intention of the parties that all disputes shall be settled by the Courts of the Province of Ontario applying the laws of the Province of Ontario.

COMPLIANCE WITH HEALTH AND SAFETY LAW

Exhibitors, their on-site staff and suppliers/contractors, shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, Federal, Provincial, Municipal and local, including the Occupational Health & Safety Act, governed by the province of Ontario, which may affect the show space.

It is also the sole responsibility of the Exhibitor to ensure that all their on-site staff and suppliers/contractors are informed of and comply with all these terms at all times while on the show property. The exhibitor agrees that they are considered to be the "prime contractor" of their space and agrees to be liable for the actions of its on-site staff and suppliers/contractors.

These terms and regulations will be enforced by both Show Management and Ministry of Labor. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CNSS to terminate CNSS obligations under this contract and remove, shut down or darken Exhibitor's space. CNSS's decision on all such matters shall be final.

The Exhibitor accepts full responsibility for its legal liability and any losses or fines incurred as a result of failure to comply with health and safety laws. If Show Management should be held liable for an exhibitor's action or failure to comply with its legal obligations, the exhibitor shall reimburse Show Management for all expenses incurred and hold Show Management harmless for any resulting liability.

FIRE & ELECTRICAL SAFETY

Exhibitors must comply with all facility and local Fire Code Regulations. Booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all National, Provincial and Municipal government requirements and to the local provincial Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these terms, or otherwise incurs a fire or electrical hazard, Show Management reserves the right to cancel all or such part of the exhibit as may be out of compliance.

INJURY, LOSS, OR DAMAGE

Show Management will not be responsible for any injury, loss or damage that may occur to or be caused by the exhibitor to the exhibitor's employees, property, or to the facility from any cause whatsoever. Show Management will not be held liable for any injury, loss, or damage which is sustained by any person who may be on the premises leased or rented to the exhibitor, or watching, observing, or participating in any demonstration in the exhibitor's exhibit unless such injury, loss, or damage is caused by active negligence or a willful act of Show Management.

If Show Management should be held liable for an exhibitor's action or failure to act in any manner whatsoever, the exhibitor shall reimburse Show Management for all expenses incurred and hold Show Management harmless for any resulting liability Canadian National Sportsmen's Shows (1989) Ltd. 30 Village Centre Place, Mississauga, Ontario L4Z 1V9 Tel: (905) 361-2677 Toll Free (888) 695-2677 Fax: (905) 361-2679-
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