

2017-2018 EXHIBITOR SPACE APPLICATION AND CONTRACT - CANADA

The WSF is presented by:



HALIFAX
Oct. 5/2017

SOLD OUT!

TORONTO
Nov. 2/2017:
Metro Toronto
Convention Centre

VANCOUVER
Nov. 14/2017:
Vancouver
Convention Centre

EDMONTON
Dec. 13/2017
Edmonton
EXPO Centre

MONTRÉAL
Feb. 1/2018:
Palais des congrès
de Montréal

1. COMPANY INFORMATION

Company Name: _____

Main Address: _____

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

Contact Name: _____ Telephone: _____ Fax: _____

Email: _____ Website: _____

Description of Product(s) to be exhibited: _____

List specific companies (not product lines) that **you do not wish to be next to**, limit 3 companies:

1. _____ 2. _____ 3. _____

2. EXHIBITOR CONTACT(S)

If exhibiting at multiple Fairs, please indicate the primary contact for each fair:

Halifax **SOLD OUT!**

Toronto

Vancouver

Edmonton

Montréal

Name: _____ Name: _____ Name: _____ Name: _____

Title: _____ Title: _____ Title: _____ Title: _____

Email: _____ Email: _____ Email: _____ Email: _____

Phone: _____ Phone: _____ Phone: _____ Phone: _____

3. EXHIBIT SPACE - RENTAL FEES

The rental fee for each 10'x10' booth space is \$1,700 CAD + tax.

The rental fee for each 10'x20' booth space is \$3,000 CAD + tax.

Included in exhibit space rental fee: 1 draped table, 2 chairs, 1 wastebasket, lunch/refreshments for two company representatives.

3-Fair Discount: 10% | 4-Fair Discount: 20% | National Sponsor Discount: 25%

Please select the locations you wish to attend and the amount of booth space required:

Event:	Toronto	Vancouver	Edmonton	Montréal
1. 10' x 10' booth ¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. 10' x 20' booth ¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please use the booth rate calculator provided separately to determine your exhibit fee and enter the amount generated for your booth selections in the space provided. All fees must be paid in full 30 days prior to the date of the first fair you are attending.

Amount owing: _____

GST / HST is included in the calculated total amount owing at the following rates: 5% GST for events in Montréal, Edmonton and Vancouver; 13% HST for Toronto. (GST/HST: R106868797)

4. METHOD OF PAYMENT

Cheque enclosed Visa American Express MasterCard

Credit Card Number _____ Expiry Date: _____

Print name as it appears on card: _____ Title: _____

Authorized Signature: _____ Date: _____

We understand this application becomes binding contract when accepted by the Canadian Wood Council - Conseil canadien du bois . We agree to abide by the General Information, Terms and Conditions that form the second part of this document as well as those included in the Exhibitor Information Kit.

FAX: Completed Contracts to: **613 747 6264**

EMAIL: agroza@cwcc.ca

MAIL: Make cheques payable to: Canadian Wood Council, c/o Wood Solutions Fair, 99 Bank Street, Suite 400, Ottawa, ON K1P 6B9

For more information contact: Adrian Groza Tel: **613 747 5544 ext.223**

Please Note: This event is dedicated to the promotion of wood products & products used to facilitate the use of wood products such as fasteners and coatings. Competing products which may displace wood, such as steel shear wall panels or cement fibreboard, will not be permitted at the Fairs. Your cooperation is appreciated.

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TERMS AND CONDITIONS

Canadian Wood Council - Conseil Canadien Du Bois c/o Wood Solutions Fair hereinafter referred to as "WSF"

1. SPACE RENTAL CHARGE. The exhibit space rental fee is \$1700 + tax for one 10' x 10' space and \$3000 + tax for one 20' x 10' exhibit space paid in the currency of the country or Fair's designation. CWC member discount is only applicable for Fairs held in Canada.

2. PAYMENT. Full payment is due thirty (30) days prior to exhibiting Fair set-up date. Applications will not be processed or assigned without the required payment.

3. CANCELLATION OF CONTRACT. Exhibitors may cancel their exhibit space and receive a refund for the amount over and above the nonrefundable deposit of \$100 administrative fee, providing WSF receives a written notice of such cancellation at a minimum of six weeks prior to Fair date. Cancellation by the exhibitor received in writing, less than six weeks prior to the event but more than one (1) day prior to the event will result in a refund minus 50% of the exhibit space rental fee. Cancellation by the exhibitor the day before the event will result in NO REFUND of the exhibit space rental fee. In addition, the exhibitor loses the right to use the complimentary exhibitor registrations and tickets granted by this contract. WSF reserves the right to terminate this contract immediately and to withhold from the exhibitor possession of the exhibit space and exhibitor shall forfeit, all exhibit space rental fees paid if, (a) the exhibitor is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the exhibitor's consent, if the exhibitor assigns its property to its creditors or performs any other act of bankruptcy or if the exhibitor becomes insolvent and cannot pay its debts when they are due (b) the exhibitor fails to pay all exhibit space rental fees by Fair date or (c) the exhibitor fails to perform any material terms or conditions of the contract, materially breaches these Terms and Conditions, or refuses to abide by these Terms and Conditions. WSF also reserves the right, without cause, to terminate this contract for convenience not less than thirty (30) days prior to the Fair. If WSF terminates this contract for convenience it shall provide the exhibitor a full refund of the exhibit space rental fees.

4. ELIGIBLE EXHIBITS. WSF reserves the right to determine eligibility of any company or product to participate in the Fair. WSF can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of WSF, compatible with the educational character and objectives of the Fair.

5. ALLOCATION OF SPACE AND ASSIGNMENT. Whenever possible, WSF intends to make space assignments in keeping with the exhibitor's location preferences. WSF however, reserves the right to make the final determination of all space assignments in the best interest of the Show. Final booth location is assigned by Fair Management.

6. SUBLETTING OF EXHIBIT SPACE. Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from WSF. Assignment, subletting or sharing with WSF's prior approval shall not relieve exhibitor of its obligations under this contract. Exhibitors must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

7. LIABILITY. Neither WSF or Canadian Wood Council, its sponsors, members, nor the representatives and employees thereof, Fair Management, its official service contractors, nor its representatives and employees (collectively, "WSF's Providers") will be responsible for injury, loss or damage that may occur to

the exhibitor or to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibitor's contract. WSF's and WSF's Providers' total cumulative liability for damages, expenses, costs, liability or losses (collectively "Damages") arising out of or in connection with this contract, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory even if advised of the possibility of those damages, will in no event exceed an amount equal to the exhibit space rental fees paid by the exhibitor. WSF and WSF's Providers are not liable for any indirect, incidental, special or consequential damages whatsoever, any lost profits, anticipated or lost revenue, or any other commercial or economic loss arising out of or in connection with this contract (including any third party claim), whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory even if advised of the possibility of those damages. For greater certainty, the limitation and exclusion of WSF's liability shall apply notwithstanding any other section of this contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that each exhibitor shall assume their own risk of any injury, loss or damage, and the exhibitor, by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the exhibitor shall be the exhibitor's responsibility.

8. EXHIBITOR INSURANCE. The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, and the following minimums are required: \$100,000 worker's compensation and employer's liability; and general liability of \$500,000 bodily injury and \$100,000 property damage, or \$500,000 combined single limits of both bodily injury and property damage. Such insurance shall name WSF as an additional insured. Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state/provincial laws, covering all of the exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall.

9. DISABILITY PROVISIONS. The exhibitor shall have sole responsibility for ensuring that their exhibit is in full compliance with the Americans with Disabilities Act and any US regulations implemented by that Act, and adhering to Canadian law in this capacity.

10. DAMAGE PROPERTY. The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. The exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

11. INDEMNITY. The exhibitor assumes all risks and liability inherent in the performance of its obligations and those of its employees, subcontractors, agents and suppliers and shall take all necessary measures to avoid any damage to WSF or to third parties. To that effect, exhibitor agrees to defend, fully indemnify and hold harmless WSF, its successors and assigns, from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees

and disbursements) resulting from: (i) damages to persons or property, personal injury or death caused by the negligent or willful acts or omissions of the exhibitor, its employees, agents and suppliers arising in connection with this contract; and (ii) any and all breaches by the exhibitor of any representations, warranties, covenants, terms or conditions of this contract. Without limiting the scope of the foregoing, the exhibitor shall also defend, fully indemnify and hold harmless WSF, its successors and assigns, from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) resulting from or relating to any claim that any product exhibited at the Fair constitutes an infringement, violation or misappropriation of any third party's right, including any intellectual property right.

12. LABOUR. Exhibitors are required to observe all contracts in effect between service contractors, convention space, and labor organizations.

13. INSTALLATION. Exhibit installation in exhibit space depends on the location of your exhibit space. Target move-in dates are published in the Exhibitor Information Kit (EIK). Please see your EIK for your specific exhibiting Fair for move-in dates and times. After the cut-off time, any unattended booths will be set up at the discretion of WSF, and all expenses will be charged to the exhibitor. In the best interest of the Fair, WSF reserves the right, at their discretion, to reassign any un-set exhibit space.

14 DELIVERIES AND REMOVAL DURING FAIR. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during Fair hours without written permission from WSF Fair Management. All arrangements for deliveries and supplies, during non-Fair hours, of supplies, such as flexible materials, cartons and products to be packaged must be made with WSF Fair Management.

15. ADMITTANCE DURING NON-FAIR HOURS. Booth personnel will not be permitted to enter the exhibit floor earlier than 6:30am on Fair day and will not be permitted to remain on the exhibit floor after the official closing of the Fair. Please see your EIK for complete details, as each Fair closing time will differ. Exhibitors that require additional time should check with WSF Fair Management on the previous day. No exhibitor will be permitted to set-up after the official set-up times outlined in your EIK.

16. EXHIBITOR APPOINTED CONTRACTORS (EAC). Exhibitors who desire to use an EAC to set up and/or dismantle their exhibit booth(s) must provide WSF with the following information thirty (30) days prior to Fair: (a.) name address, and telephone number of the EAC; (b.) name of the supervisor to be in attendance; (c.) assurance that a certificate of insurance is valid through the show date with minimums of \$100,000 worker's compensation and employer's liability. General liability coverage must provide for \$500,000 bodily injury and \$100,000 property damage or \$500,000 combined single limits of both; and (d.) a statement that the EAC shall comply with these printed Rules for Exhibitors, shall observe local labor jurisdiction and shall assure that the EAC will be responsive to the Official Service Contractor's requirement for move-in and move-out scheduling of both the hall and dock. When requested, an EAC work space area will be provided by WSF at a nominal fee for use during setup and teardown; otherwise all tools and equipment required to accomplish the work must be stored within the exhibitor booth space. Each EAC supervisor shall be required to report to the WSF Registration Desk, to verify work authorizations and to receive workmen badges for the crew. Upon verification, official service badges allowing access to the exhibit area during service hours only will be issued. No solicitation by and EAC will be allowed in the exhibit hall. Failure to comply with these Rules for Exhibitors will result in immediate expulsion from the hall.

17. CONFLICTING EVENTS DURING FAIR HOURS. The exhibitor agrees not to extend invitations, call meetings, hold hospitality events or otherwise encourage the absence of industry professionals from the exhibit hall and meeting rooms during the hours of all Education and Fair activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by WSF. If an exhibitor cancels their exhibit space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms. Exhibitors must receive written approval from WSF to conduct drawings and raffles. WSF permits contribution of souvenirs and samples, provided it is dignified and does not interfere with other exhibitors.

18. DISMANTLING. Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time of 3:45 pm, on exhibiting Fair day. Every exhibit must be fully staffed and operational during the entire Fair. The dismantling of displays will begin at 3:45 pm, on exhibiting Fair day. At this time, all exhibit displays or materials left in the booths without instructions will be packed and shipped at the discretion of WSF, and all charges will be applied to the exhibitor. All exhibits must be removed prior to 7pm on exhibiting Fair day.

19. BADGES. Official show badges shall be visibly displayed by all exhibitor representatives at all times in the exhibit area. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Exhibitors will be granted an allotment of two (2) full conference badges per 100 square feet of exhibit space purchased. Any changes or additional badges are \$20.00 each. Children 16 years of age and younger are not permitted in the exhibit hall during setup/teardown.

20. CHARACTER OF EXHIBITS. The general rule of the exhibit floor is "be a good neighbor." Exhibits, which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle will not be permitted. Booth personnel, including demonstrators, hostesses and models, are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with WSF, no part of the convention space and its grounds may be used by any organization other than WSF for display purposes of any kind or nature. Within exhibit space property, exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only.

A. Attire. Representatives should be conservatively attired to maintain the professional and business-like climate of the Fair.

B. Sound. Videos or movies relating to exhibitor's equipment will be permitted, provided projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.

C. Lighting. In the best interest of the Fair, WSF reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.

D. Booth Exteriors. The exterior of any display cabinet or structure facing a side aisle or adjacent exhibitor's booth must be suitably decorated at the exhibitor's expense.

E. Noise and Odors. In fairness to all exhibitors, noisy or obstructive activity, noisily operating displays, and exhibits producing objectionable odors will not be allowed.

F. Booth Identification. All booth identification must be part of the physical structure of the booth itself. In-line booths may not have booth identification graphics or theme notices on the exposed area on the rear or outside areas of the booth. Balloons of any type, banners, or other identification, which are suspended or otherwise separated, from the booth itself will not be permitted.

21. MUSIC LICENSING. The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between WSF and ASCAP or BMI for meetings, conventions, trade shows and expositions. The exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present WSF Show Management with a

copy of such license or grant no less than thirty (30) days prior to the start of the Show.

22. DISPLAY HEIGHTS. Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Information Kit.

23. ORDINANCES AND REGULATIONS. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the Show. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. No storage of any kind is allowed behind the back drapes or in the exhibit space. The official service contractor will store all cartons, crates, containers, and packaging materials. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the Show is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles.

24. PHOTOGRAPHY AND SKETCHING. Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without expressed authority of the exhibitor concerned in each case. Sketching or drawing machinery or product on display is prohibited. A photography order form will usually be included in the Exhibitor Information Kit, if not please request one from the official service contractor in advance.

25. FOOD SERVICE. Exhibitors shall not dispense beverages or food in the exhibit area without prior written permission of WSF.

26. PR/NEWS RELEASES. Releases must be limited to coverage of individual exhibit activities. Exhibitors are encouraged to provide product literature for use by authorized press reporters.

27. SOLICITATION/DISTRIBUTION OF MATERIAL. Solicitation and distribution of materials is only permitted from within your contracted booth space. Each exhibitor shall report the name(s) of the solicitor(s) to WSF for corrective action.

28. FAILURE TO HOLD FAIR. Should any contingency prevent holding of the Fair, WSF may retain such part of the exhibitor's exhibit space rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if the Fair is cancelled, postponed, curtailed or abandoned due to circumstances beyond WSF's reasonable control, including, but not limited to, any fire, labour dispute, government measure, an act of God, war insurrection, terrorist act or epidemic, or radioactive contamination.

28. AMENDMENT OF RULES. WSF reserves the right to make changes, amendments and additions to these rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by WSF.

30. CONFIDENTIALITY. Receiving Party (as defined below) shall not use Disclosing Party's (as defined below) Confidential Information (as defined below) for any purpose other than to exercise or perform its rights or obligations under this contract. Receiving Party shall not copy or otherwise reproduce Disclosing Party's Confidential Information, or disclose, disseminate or otherwise communicate, in whole or in part, Disclosing Party's Confidential Information to any third party, without the prior written consent of Disclosing Party. Receiving Party further agrees that it shall safeguard Disclosing Party's Confidential Information from disclosure and, at a minimum, use efforts commensurate with those Receiving Party employs for protecting the confidentiality of its own Confidential Information which it does not desire to disclose or disseminate, but in no event less than reasonable care. Immediately upon the demand of Disclosing Party, Receiving Party shall return Disclosing Party's Confidential Information (and any and all permitted copies thereof) to Disclosing Party. "Confidential Information" means any information which is confidential in nature or that is treated as being confidential by a Party or by any of its affiliates (collectively, the "Disclosing Party") to the other Party or to any of its Affiliates (collectively, the "Receiving Party"), whether such information is or has been conveyed verbally or in written or other tangible form, and whether such information is acquired directly or indirectly such as in the course of discussions or other

investigations by the Receiving Party, including, but not limited to, trade secrets and technical, financial or business information, data, ideas, concepts or know-how that is considered and treated as being confidential by the Disclosing Party. Confidential Information disclosed in tangible or electronic form may be identified by Disclosing Party as confidential with conspicuous markings, or otherwise identified with a legend as being confidential, but in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by a Party exercising reasonable business judgment from being treated as Confidential Information by Receiving Party.

31. RELATIONSHIP OF PARTIES. This contract shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture.

32. GOVERNING LAW. This contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

33. SEVERABILITY. If any provision, or portion thereof, of this contract is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this contract, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct.

34. WAIVER. A waiver of any provision of this contract shall only be valid if provided in writing and shall only be applicable to the specific incident and occurrence so waived. The failure by either party to insist upon the strict performance of this contract, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

35. ENTIRE AGREEMENT. This contract shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall replace all prior promises or understandings, oral or written.