

EXHIBITOR APPLICATION & CONTRACT

| dress | Prov/State Postal Code | |
|--|--|----|
| none Ext | Fax | |
| nail | Web Address | |
| RATE SCHEDULE 10' x 10' Booth | Booth Choice #1 #2 | #3 |
| | Size | |
| 1-3 10'x10' Booths \$1,095.00 each 4+ 10'x10' Booths \$995.00 each Corner premium \$200 on single booth Double and triple booth price includes 1 corner Space includes 8 ft. draped back and side wall but does not include electricity, carpet or furnishings. These may be or- dered from show suppliers. No booth sharing or subletting unless approved in writing by Show Management. Deposit is non-refundable if exhibitor cancels contract. | Booth cost Corner Premium Subtotal 13% HST after June 1/10 Total 25% of Balance due w/Application FINAL BALANCE DUE DEC 4/10 | |

Please indicate if you are interested in providing the following:

Seminars

____ Main Stage Entertainment ____ Sponsorship

We hereby apply for Exhibit Space and agree to abide by all Show Rules and Regulations.

Door Prizes

Authorized Exhibitor Signature X ______ Date

Please print full Name

You must initial and return by fax both pages of this contract. Initials:

Return to: Black Kat Enterprises, 314 Townsend Street, Peterborough, ON K9J 2K8 Email: info@black-kat.ca Tel: 705.876.8542 Fax: 705.876.6526

Exhibitor Contract Terms & Regulations

Black Kat Enterprises (a Division of Touch Magazine Inc.) or Show Management will be referred to as "Management" and Show related facilities will be referred to "Center" as

- Once the Center has placed the exhibit space at the disposal of the Management, the Management shall make available to the applicant for the period of the 1. Show the space applied for, including rod and drape.
- 2 Subletting of space by the exhibitor is prohibited. Sharing or other use of the space not specifically authorized by the Management is prohibited.
- 3. No signs or advertising devices shall be displayed outside space other than those furnished by the Management. Displays blocking the unobstructed view from space to space are prohibited. No displays or signs may be affixed to building walls or posts.
- 4. No wiring, installation of spotlights or other electrical work and no carpentry work shall be done except by either Center employees or firms so designated by the Management.
- Exhibitors shall abide by and observe all laws, rules and regulations of the Province and City where the Show takes place, and departments thereof and all rules 5. of the related Center.
- No exhibitor shall use any inflammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables 6. and/or risers shall be flameproof.
- 7. Once a contract is accepted, Exhibitors shall not be entitled to a refund of any part of any fee should the exhibitor for any reason be unable to exhibit at the Show, or cancel any space previously contracted for. Exhibitors who are unable to exhibit at the Show, or cancel any space previously contracted for, may request in writing that any monies on account with Management (less an administrative fee if cancellation request is made less than two months prior to the Show) be transferred to another Show produced by Management. Such Show must be scheduled to be held within one calendar year of the cancelled show
- If an exhibitor fails to make payments due herein when they are due, such exhibitor's rights to exhibit may be cancelled by the Management without further 8. notice.
- 9 Management reserves the right to alter or change the space assigned to an exhibitor, to alter or remove exhibits or their personnel if, in Management's opinion, their conduct or presentation is objectionable to other Show Participants.
- Management reserves the right to cancel this contract and to withhold possession of exhibit space at Management's discretion, and/or if the Exhibitor fails to 10. perform any material condition of the contract or refuses to abide by Show rules and regulations.
- In the event that because of war, fire, strike, government regulation, public catastrophe, act of God or the public enemy or other cause, the Show or any part 11. thereof is prevented from being held, is canceled by the Management the exhibit space applied for herein becomes unavailable, Management shall determine and refund the applicant his proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Management and reasonable compensation to the Management, but in no case shall the amount of refund to the applicant exceed the amount of exhibit fee paid.
- 12 Neither the Management, the Center nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident or any other cause, and neither the Management nor the Center will obtain insurance against any such damage, loss, harm or injury.
- The applicant hereby agrees to indemnify, defend and protect the Management and the Center against, and hold and save the Management and the Center harm-13. less from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and and expense of whatever kind or nature which might result from or arise out of any action or failure to act of the applicant or any of its officers, agents, employees, or other representatives, including but not limited to claims or damage or loss to property, or from or out of any damage, loss, harm or injury to the person or any property of the applicant or any of its officers, agents, employees or other representatives.
- Draws, lotteries or contests prohibited without prior approval of Management. 14
- All staff hired by Exhibitors must be 19 years of age or older. 15.

JANUARY 15-16, 2011

| Charge Balance Due per Invoice to CC Below: Authorized Amo | ount \$ Initial X | | |
|---|-------------------|--|--|
| Applications with Credit Card deposit payment may be faxed to 705.876.6526. Applications with cheque deposit payment mail to address below. | | | |
| Visa Mastercard Cheque (Payable to Black Kat Enterprises) | | | |
| Credit Card No | Expiry / | | |
| CVD# (3 digits on back of credit card) | | | |
| Card Holder's Name | Signature | | |

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