



Ottawa
Jan 27-29, 2017

Exhibitor Application & Agreement

Show Location:
Shaw Centre
Canada Halls
55 Colonel By Drive
Ottawa, ON K1N 9J2

We, the undersign (hereinafter referred to as the "Exhibitor") offer to take, for our use, exhibition space from Black Kat Shows (hereinafter referred to as the "Management") subject to the terms and conditions on this page and page two.

| EXHIBITOR INFORMATION | | |
|--|--|------------|
| Form must be completed in full. Check box(es) for contact info you DO NOT wish to have listed on our website. PLEASE USE BLACK INK ONLY | | |
| Company Name (Promotional): | | Contact: |
| Company Name (Billing): | | Title: |
| Mailing Address: | | Alt Phone: |
| City: | | Fax: |
| Province/State: | | Email: |
| Postal/Zip: | | Website: |
| Business Phone: | | Facebook: |

| EXHIBITOR'S REQUEST FOR BOOTH SPACE |
|---|
| (a) Booth Dimensions: (Depth) _____ X (Width) _____ |
| (b) Space Rental: Cost \$ _____ (\$1395/10x10 or \$895/5x10) Premium \$ _____ (\$200/corner) * Premium is a corner on two intersecting aisles. Purchase 2 booths in one (1) show and receive one (1) corner at no extra charge. |
| (c) Preferred Booth Locations: First Choice _____ Second Choice _____ Third Choice _____ |
| (d) Products to be exhibited: _____ _____ |
| (e) Special Notes: _____ |
| (f) Interested in: <input type="checkbox"/> Seminars <input type="checkbox"/> Main Stage Entertainment <input type="checkbox"/> Door Prizes <input type="checkbox"/> Sponsorship <input type="checkbox"/> Showguide Ad |

PAYMENT INFORMATION

Space Rental \$ _____
Plus HST @ 13%: \$ _____
HST# 870259892
GRAND TOTAL: \$ _____

Payment will follow the payment schedule on page two.

| |
|--|
| CREDIT CARDS: Mastercard and VISA accepted |
| Card Number: _____ |
| Expiry Date: _____ |
| CVV: _____ |
| Card Holder Name: _____ |
| Authorized Signature: _____ |
| CHEQUES/MONEY ORDER: Please make payable to <i>Black Kat Shows, 314 Townsend Street, Peterborough, Ontario, K9J 2K8</i> |
| Email Transfer: Please send your bank email to lizw@blackkatshows.com using questions "What is the name of your company" and answer "Black Kat Shows" |

I agree to the terms and conditions of this agreement and have read and understand the exhibitor rules and regulations on page two. The client acknowledges that liability is not limited to the corporate entity and that in the event of default of payment, the individual shall be guarantor and surety for full payment of the outstanding account.

Date Submitted: _____ Submitted by: _____
(Authorized Signature)

By signing above, I confirm I have read and agree to all of the rules and regulations noted on page 2.

**SCAN | EMAIL TO admin@blackkatshows.com
FAX 705.876.6526**

Exhibitor Rules & Regulations

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

SHOW DATES: January 27-29, 2017

LOCATION: The Shaw Centre

1. **CONTRACT:** This contract for space constitutes a contract between the Exhibitor and the Management, and in addition to its terms, shall include and incorporate the Exhibitor's Rules and Regulations printed on this application, the tentative floor plan which the parties acknowledge may be amended and modified by the Management, and the Operational Rules which will be sent to the Exhibitor as part of the Exhibitor's Kit.
2. **LICENSE AND TERM:** The license given hereunder shall be solely for the use and occupation of the space allocated to the Exhibitor. This shall be for the period commencing at the appointed move-in time and ending at the appointed move-out time including the installation/removal of exhibits.
3. **INSURANCE:** Liability and property damage insurance to a minimum limit of one million dollars (\$1,000,000.00) must be obtained by the Exhibitor for the entire duration of the Show including move-in and move-out. The Exhibitor must be prepared to furnish a Certificate of Insurance to Management upon request.
4. **QUALIFICATIONS TO EXHIBIT:** The Management reserves the right to reserve, decline or prohibit any exhibit or part of an exhibit, which in its opinion is not suitable to or in keeping with the character of the Show. Only items/products that have been approved and accepted by Management as indicated on page one will be brought in by the Exhibitor. Exhibitors must maintain qualified personnel in the display at all times during the Show hours. All staff hired by Exhibitors for Shows in Ontario must be 19 years of age or older, in Quebec must be 18 years of age or older, and in United States must be 21 years of age or older.
5. **LOCATION OF EXHIBIT:** Management reserves the right to relocate an exhibitor, as it shall deem necessary to the proper conduct of the Show.
6. **EXHIBIT SPACE RENTAL INCLUDES:**
*Standard booth as described in the Exhibitor Kit
*General Show security services
*Exhibit staff access as per maximum outlined in Exhibitor Kit
All other requirements and furnishings, including electrical, are the responsibility of the exhibitor.
7. **PAYMENT SCHEDULE:**

| Contract Signed | Deposit | 2 nd Payment | 3 rd Payment |
|-----------------------|---------|-------------------------|-------------------------|
| Prior to Oct 31, 2016 | 20% | 40% due Nov 1, 2016 | 40% due Jan 9, 2017 |
| Nov 1 –Dec 31, 2016 | 60% | 40% due Jan 9, 2016 | |
| After Jan 1, 2017 | 100% | | |

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 notice.

8. **SUBLICENSE OF SPACE:** The Exhibitor shall not sublicense, transfer, or apportion any part of its allocated space, shall not exhibit or permit to be exhibited in its space any merchandise NOT a part of its own regular products, and shall not exhibit any advertising material not directly pertaining to the products exhibited except as specifically approved by the Management. Any exhibitor subletting or

promoting products that they do not officially represent will be fined \$1000 per occurrence.

9. **NON-DELIVERY OF THE BUILDING:** The Management will not be held liable for failure to deliver the space in the event of the building becoming unavailable through fire, act of God, public enemy, strikes, the authority of the law, or any other cause beyond its control.
10. **DAMAGES, EXTENDED MOVE IN OR OUT:** The Exhibitor will hold Black Kat Shows and the owners of the buildings and grounds harmless from any damage or liability arising from any injury or damage to said Exhibitor, his agents, servants or employees, or to the property of the said Exhibitor occurring in the buildings or grounds of the Centre. All exhibitors must be completely set up with surrounding aisles clear, 2 hours prior to show opening and all materials must be removed from the Centre by Sunday at midnight otherwise you will be subject to a \$500 penalty plus any Centre charges. If exhibitor moves out or tears down booth before the closing hour of the show a \$150 charge will apply.
11. **CANCELLATION:** In the case the Show shall not be held for any reasons whatsoever, then and thereupon the license of the space to the Exhibitor shall be terminated. In such case, the limit of the claim for damage and/or compensation by the Exhibitor shall be returned to the Exhibitor of the amount received by the Management from the Exhibitor for the license of the space, provided that if the Show is terminated for any reason during the term of the license the amount to be refunded to the Exhibitor hereunder shall be prorated based on the proportion of the term expired up to the termination.
12. **EXHIBITOR'S KIT:** The Management will email to each Exhibitor, a kit which shall contain rules all Exhibitors must follow, shipping instructions, order forms for all services provided by Management-approved contractors. This kit shall be forwarded to the Exhibitor's Contact Person.
13. **CANCELLATION OF CONTRACT:** 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) be transferred to another Show produced by Management. Such Show must be scheduled to be held within one calendar year of the cancelled show.
14. **INTERPRETATION OF REGULATIONS:** The Management has the right to make such changes, amendments, and additions to these Exhibitor's Rules and Regulations, as it shall deem necessary to the proper conduct of the Show and thereupon the Exhibitor's Rules and Regulations and Operational Rules shall rest with the Management and its decision shall be final. Management may require Exhibitors to make such alterations to their displays, as it deems necessary to the proper conduct of the exhibition and, on failure to comply, may order the immediate removal of the entire exhibit without compensation and at the Exhibitor's expense.
15. **AISLES AND COMMON AREAS:** Are not to be used by individual exhibitors. No solicitation may be conducted in the aisles, foyers or common areas. Flyers, incentives and signage are not permitted in any common areas without express prior written approval by show management and may involve a sponsorship agreement. Any unauthorized solicitation or distribution in the aisles or common areas will be subject to fines of \$1000 per incident.
16. **DRAWS, LOTTERIES, OR CONTESTS:** Are prohibited without prior approval of Management.