

The International Centre, Hall 5 6900 Airport Road, Mississauga ON

# **EXHIBITOR INFORMATION**

PRIMARY CONTACT:					
Contact Full Name		Position			
Company Name					
Address					
City		Province		Postal Code	9
Country E-mail			Website		
Telephone    Toll Free Tel			Fax		
SECONDARY CONTACT:					
Contact Full Name		Position			
E-mail		Telephone			
BOOTH PREFERENCE: 1ST CHOICE 2N	ID CHOIC	3RI3RI			1
Booth fees include: standard pipe and drape	<b>ΔΤΥ</b>	MEMBER RATES	ΟΤΥ	NON-MEMBER RATES	BOOTH RENTAL
Standard Booth (Sold in 10' x 10' blocks)		\$2,750/booth		\$4,125/booth	\$
1,000 SF and greater		\$24/nsf		N/A	\$
Corner Charge: \$150/corner (applies to all booth sizes)		QTY: 1 2	3	4	\$
				Subtotal	
		HST #124	1924564	HST (13%)	\$
50% deposit due withi	n 30 days	s of submitting the signed of	contract	Total	
I will bring a vehicle as part of my exhibit.		🗌 l will bring heavy	and/or lar	ge equipment as part of m	ıy exhibit.
<ol> <li>PLEASE NOTE MATERIALS HANDLING:</li> <li>1. Up to 5,000 lbs of material handling included.</li> <li>2. Over 5,000 lbs, subject to additional charges.</li> </ol>					
If this application is accepted, the Exhibitor agrees to be bo Exhibitor Manual. The undersigned is fully authorized to com				d those included in the Exhib	bitor Prospectus and
Signature			Da	te	
Payment Schedule: 50% deposit due within 30 days of sub	mitting th	e signed contract; final 50	% due on o	or before June 14, 2024.	
Post-dated cheques enclosed (payable to Sign Associa	ition of Co	anada), in accordance with	n the abov	e Payment Schedule.	
l authorize payments by:					
□ Visa □ MasterCard □ AMEX, in accordance with th	ie above F	Payment Schedule 🗌 Invo	pice for Ele	ectronics Funds Transfer	
Complete form and send with payment to: Attention: <b>Sign Association of Canada</b> 18 King Street East, Suite 1400, Toronto, ON M5C 1C4 • 905-856-00	000 Ext 2 •	sales@sac-ace.ca			
Cancellation Policy: Cancellations received in writing before May 31, 2024 and before June 14, 2024 will be subject to a cancella					
For questions and inquiries, please contact Miguel Dos Santos at 4	16-459-235	51 or e-mail at miguel@newcor	n.ca		





September 19-20, 2024

The International Centre, Hall 5 6900 Airport Road, Mississauga ON

**Regular Contract** 

# 1. CONTRACT FOR SPACE.

By submitting an application for exhibit space, the applicant ("Exhibitor") releases the Sign Association of Canada ("SAC") and its agents, representatives, licensees or employees from any and all liabilities to Exhibitor, its agents, representatives, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit by Exhibitor. Exhibitor acknowledges that SAC, in its sole discretion, determines the eligibility of any person to participate as an exhibitor or to present product(s) for exhibit. An acceptance of an application does not imply endorsement by SAC of an exhibitor's products nor does SAC warrant, either expressly or by implication, the efficacy of the products displayed at the exhibit, nor does rejection imply lack of merit of product or manufacturer. This application for space (when endorsed by SAC with notice of space assianment) constitutes a contract for the right to use the space. Other than as agreed herein, Exhibitor shall not advertise its exhibitor or collaborator status under this Agreement in any manner that could be construed as endorsement by SAC of its products or services. This Agreement in no way transfers any ownership of SAC's names, trademarks or logos to Exhibitor. Except as explicitly permitted in this Agreement, Exhibitor shall not use any SAC name, trademark or logo without express written permission from SAC. Exhibitor shall ensure that all references to its exhibitor and/or the relevant tier or exhibitor and affiliation with SAC shall adhere to guidelines and instructions provided by SAC. Exhibitor acknowledges and agrees that any breach of this paragraph will result in substantial and serious harm to SAC, the extent of which cannot be reasonably or adequately compensated in damages in an action at law and may cause irreparable harm to SAC. Exhibitor, therefore, expressly agrees that SAC, in addition to any other rights or remedies which SAC may possess, shall be entitled to seek injunctive or other equitable relief to prevent a breach of this paragraph by Exhibitor. No refund may be made for space that is unused during part of the exhibit. Should space remain unoccupied at the opening of the exhibit SAC may rent or use it without obligation or refund. Exhibitor acknowledges that SAC's Expo and all exhibitor opportunities and all related activities, events and their component parts occurring during the dates identified above are conducted and controlled exclusively by and for SAC. Exhibitor recognizes that the exhibitor opportunity granted hereunder is non-transferable, nor can it be assigned, subdivided, bifurcated or parceled out in any manner, either with or without compensation, by exhibitor. Only SAC recognized exhibitors may receive recognition in any form or fashion, by SAC as determined by SAC in its sole discretion. Cancellation of exhibit space: Cancellations before May 31, 2024 will be assessed cancellation fees of 10% of the total amount contracted. Cancellations after May 31, 2024 and before June 14, 2024 will be assessed cancellation fees of 50% of the total amount contracted. Cancellations after June 14, 2024 will be assessed cancellation fees of 100% of the total booth contracted. All cancellations are based on the originally contracted booth space at assignment date. This application for space (when endorsed by SAC with notice of space assignment) constitutes a contract for the right to use the space. Exhibitor must be a SAC member to be eligible for member pricing. SAC will not be required to provide any booth space or services until SAC has been paid in full. In the event of any uncured breach or default by exhibitor, SAC may treat an exhibitor's failure to comply with any of the terms or conditions herein as a material breach of the contract and retain any moneys paid as liauidated damages The exhibitor information brochure, the Exhibitor Prospectus, and the Exhibitors Manual forms a part of, and is incorporated by reference into this Agreement and applicant agrees to fully comply therewith.

# 2. ARRANGEMENT OF EXHIBITS.

All exhibitors are required to have floor covering in their booth. All booths may be utilized for display purposes only as permitted in this Agreement. Limits may not be exceeded except if warranted by unusual or unalterable circumstances and if specifically approved by SAC in advance and in writing or as provided in the exhibitor information brochure. Booths bounded by more than one aisle may be open to either or both of the aisles shown on the floor plan. Each exhibit must be designed to face the aisle relating to the numbering of the booth. Exceptions to this will be allowed only where multiple booths are occupied permitting a walk-through arrangement. The space provided will be as shown on the floor plan insofar as possible. SAC reserves the right to make changes at any time in the location, size and display limits of any booth for safety purposes or if this is in the best overall interest of SAC or the Expo, as well as any aisle size adjustments. Further, SAC is not responsible for notifying exhibitors of other companies that may choose space adjacent to or nearby their contracted space. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Aisles are under the control of SAC and may not be used for exhibits. (See Exhibit Regulations.)

# 3. USE OF EXHIBIT SPACE.

No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature, souvenirs or samples for the product or services of any other firm or individual except as approved in writing by SAC. The purposes of the exhibits are to inform and educate regarding characteristics and uses of the products.

# 4. RESTRICTIONS

SAC reserves the right to restrict or remove exhibits which, because of noise or any other method of operation (including product lighting levels), are a violation of these Terms and Conditions, any other terms of this Agreement, or, if in the opinion of SAC, are objectionable or otherwise detract from or are out of keeping with the character of the convention as a whole, SAC may forbid installation or require removal or discontinuance of any exhibit or promotion which, if continued, departs from the design and description given advance approval. In the event of such restrictions or evictions, SAC is not liable for any refund or rental, costs of revision or removal, or other expenses. Advertising, displays and demonstrations in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance.

# 5. CONDUCT.

Exhibitors operating sound & motion picture equipment, record players, loudspeakers or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience, or SAC may require discontinuance of their use. Exhibitors that produce fumes from products on display must have appropriate ventilation so as not to interfere with other exhibitors or attendees. All demonstrations, interviews & other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the Expo. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches, competing events or other activities during exhibit hours or in conflict with any officially programmed convention event. Exhibitors shall be responsible for all required licenses & permits & for any associated fees for any activities pertaining to their exhibit/display or social activities. "Cash and Carry" sales are not permitted. If, as an exhibitor, you cash and carry, you must obtain the proper permit and abide by applicable laws pertaining to tax collection and reporting.

# 6. SOUVENIRS & SAMPLES.

Distribution of souvenirs & samples in a dignified fashion is permitted by exhibitors in their booths only, provided there is no interference with other exhibits.

# 7. CARE OF PREMISES

No part of an exhibit & no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Damage from failure to observe this notice is payable by exhibitor.

# 8. EXHIBITOR BADGES.

Booth personnel must register & wear Sign Expo Canada identification badges while on the exhibit floor.

# 9. LIABILITY & INSURANCE.

Exhibitor is fully responsible for any claims, liabilities, losses (including legal fees), damages or expenses relating to or arising from any injury or death to any person, or any loss of or damage to property where such an injury, loss, or damage is incident to, arises out of, or is any way connected with exhibitor's participation in the Expo (collectively, "Claims"). Exhibitor agrees to obtain at its own expense, any or all licenses and permits to comply with all federal, provincial and local laws and local ordinances for any activities conducted in association or as part of the SAC Expo. Exhibitor shall protect, indemnify, hold harmless and defend SAC, its officers, directors, agents, representatives and employees against all Claims, including legal fees and costs of litigation, provided that the foregoing shall not apply to the extent the injury, loss or damage is caused by or resulting from the gross negligence of SAC, its officers, directors, agents or employees. Exhibitors shall maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the Expo, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance should include coverage of the indemnification obligations of the Exhibitor in connection with this Agreement and should cover SAC, the International Centre, Stronco, and their officers, directors, agents, representatives and employees. Each exhibitor is responsible for obtaining, for its protection and entirely at its expense, as well as such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against SAC, the International Centre, and their officers, directors, agents, representatives or employees. All agents or representatives performing services at the International Centre where the Expo is located directly for an exhibitor other than such exhibitor's employees must provide SAC with copies of valid certificates of insurance. The liability of SAC shall be limited by the terms and conditions appearing in this Agreement. In no event shall SAC be liable under this Agreement for any indirect, incidental, punitive, special, and/ or consequential damages, even if the parties have been advised of the possibility of such damages. The maximum extent of SAC's liability shall be the amount of the booth and/or sponsorship fee paid by the exhibitor to SAC to participate in the Expo.

# 10. FORCE MAJEURE; TERMINATION OR POSTPONEMENT.

In the event that any circumstance beyond SAC's control, whether known or unknown at the time of this Agreement, or unforeseen occurrence, shall in SAC's opinion render the fulfillment of this Agreement illegal, impossible, commercially impracticable, or inadvisable, or in the event any part of the exhibit hall is destroyed or damaged or otherwise is unavailable for the Expo so as to prevent SAC from holding the event, permitting an exhibit to occupy assigned space during any part or the whole of the exhibition period, or in the event occupation of the assigned space during any part or the whole of the exhibition period or SAC's conduct of the Expo is prevented or in SAC's opinion rendered commercially impracticable, inadvisable, illegal, or impossible or is materially impaired by circumstances beyond SAC's control, including, fires, explosions, floods, severe weather, strikes or threat of strikes, riots or civil



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disturbance, acts of or threats of terrorists, acts of foreign enemies, government advisories or regulations, curtailment of transportation services or facilities that prevents or delays attendees from attending, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the event is located), COVID-19 or other communicable disease or reasonable threat thereof, influenza or reasonable threat thereof, disease outbreak with warnings by the World Health Organization, governmental bodies, other reasonable health and/or safety considerations, economic decline in the sign industry, national emergency or other cause beyond the control of SAC (each herein referred to as a "Force Majeure Event"), this Agreement may be amended or terminated as solely determined by SAC in the event of a Force Majeure Event. SAC Membership and SAC Membership fees are not refundable if SAC amends or terminates this Agreement based upon a Force Majeure Event. If SAC terminates this Agreement based upon a force majeure event, in SAC's sole discretion, SAC may return a portion of the amount paid by Exhibitor for space after deduction of amounts necessary to cover expenses incurred in connection with the Expo. Such expenses shall include, but not be limited to, all expenses incurred by SAC as a result of contracts with third parties for services or products directly related to, or incidental to, the Expo, including out of pocket expenses and overhead expenses attributable to the production of the Expo. If SAC amends this Agreement based upon a Force Majeure Event, which amendment may include but is not limited to changing the date or location of the Expo, SAC may assign space at such Expo, which Exhibitor hereby agrees to use and which will be assigned under the terms and conditions set forth herein. However, Exhibitor has the option upon such amendment of cancelling this Agreement which will result in a forfeiture of 25% of the booth rental fee. If deposits or prepayments on the booth rental fee do not meet or exceed 25% of the booth rental fee, SAC will apply such deposit or prepayment toward such debt and will invoice Exhibitor for any shortfall. If deposits or prepayments equal more than 25% of the booth rental fee, SAC will apply the amount of such deposit or prepayment toward such debt and SAC will refund any excess to Exhibitor. SAC shall not be financially liable in the event the Expo is interrupted, cancelled, terminated, moved or rescheduled to different dates or times, except as provided herein. If the date or location is changed, then Exhibitor will be fully charged for space and payments and any deposits or payments will not be refunded by SAC, unless Exhibitor chooses to cancel as set forth herein. Exhibitor hereby waives any right to seek a refund other than as set forth herein and waives any and all claims, causes of action or right to seek redress against SAC, its directors, officers, agents, representatives or employees for losses or damages which may arise in consequence of such Force Majeure Event or inability to occupy the assigned space. Exhibitor understands and agrees that SAC has undertaken costs and risk in organizing the Expo and these terms and conditions with respect to Force Majeure Events provision has been specifically considered by the parties as a reasonable allocation of risk. SAC would not enter this Agreement without this provision and without Exhibitor's knowing waiver of right to seek a refund, subject to the limitations and provisions hereof.

# 11. INSTALLATION & REMOVAL.

Exhibit booths shall be set up according to the schedule set forth in exhibitor information brochure and the Official Exhibitors' Contractor's Manual. Booths shall remain intact until close of exhibit when dismantling may begin. Exhibitors who use an Exhibitor Appointed Contractor (EAC) to set up or dismantle their exhibit booth(s) must provide SAC the following information 30 days prior to show set-up: Name, address & telephone number of the EAC; name of the supervisor to be in attendance; a valid certificate of insurance through the show date with minimums of \$100,000 workmen's compensation & employer's liability; general liability coverage must provide for \$1,000,000 bodily injury & \$1,000,000 property damage or \$1,000,000 combined single limits of both; a statement that the EAC will be responsive to the Official Show Contractor's requirement for move in & move out scheduling of both the hall and the dock. No non-exhibitor solicitation will be allowed in the exhibit hall. Failure to comply with the rules and regulations and other terms of conditions of this Agreement will result in immediate expulsion from the hall. Exhibitor is responsible for the proper care, handling, security, removal, & disposal of all hazardous materials entered upon the exhibit facility premises by the exhibitor as required by applicable environmental laws, regulations and industry standards in effect at the time of occupancy. Upon request by SAC, Exhibitor shall provide proof of the method of transportation & disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the premises will be paid by Exhibitor.

# 12. ASSIGNMENT OF SPACE.

To provide the most equitable assignment of exhibitor booths, only a signed contract for space and specified deposit received in the SAC office will be recognized as an official request. If there are any outstanding amounts due from previous events, no exhibit space will be assigned until all outstanding amounts have been received by SAC. First assignments of booths will be made from all official requests received & priorities will be given to companies that are up to date in payments and have exhibited previously according to the SAC Priority Point System: Priority point order will be calculated using: One (1) point per 100 net square feet of exhibit space; One (1) point per \$3,000 sponsorship spend with a maximum of 4 points for \$12,000 and above. Points will be credited starting with the 2015 Sign Expo Canada. Exhibitors can accumulate points for booth space and sponsorship. If an exhibitor misses 1 year exhibiting then they will lose the booth space points accumulated the previous year. If an exhibitor misses 2 consecutive years exhibiting then they will lose all their points accumulated from booth space and sponsorship. If the company stops exhibiting but are a sponsor, they can continue to accrue points through sponsorship. If a company is only a sponsor and not an exhibitor and does not sponsor for 2 consecutive years, they will lose all their accumulated points. There is no penalty for missing 1 year of sponsorship.

#### 13. PREJUDICIAL CONDUCT.

No exhibitor during a convention, conference, or trade show held & sponsored by SAC shall set-up, conduct or participate in a separate sign show or sign exhibit on any site within city limits of the city in which SAC is holding its convention other than on the site selected by SAC without prior written approval of SAC. No exhibitor or group of exhibitors can sponsor or circulate in any manner any promotion or advertising program or campaign to compete with and/or conflict with SAC's official convention. Any exhibitor violating this Section may be deemed guilty of conduct prejudicial to the best interests of SAC and the Expo and may be suspended from exhibiting during the current event and any future SAC sanctioned event(s).

#### 14. SERVICES & SHIPPING INSTRUCTIONS.

An exhibitor service kit containing order forms for exhibit labour, furniture, decorating materials, electric & other services, & shipping instructions will be emailed to exhibitors upon assignment of space, & approximately 60 days prior to the show date. The labour regulations, rates, & guidelines included in this manual are a part of this Agreement. All contracts and/or agreements made between the official show contractors and Exhibitor are strictly the responsibility of Exhibitor and the contractor.

## 15. SOCIAL FUNCTIONS/HOSPITALITY SUITES/PROFESSIONAL ACTIVITIES.

Persons not exhibiting will not be allowed to have product promotion, displays, demonstrations, social functions and/or hospitality suites. All meeting rooms and suites in the applicable locations contracted by SAC will be reserved and SAC must be contacted for all suites and functions. All suites will be held for exhibitors until ninety (90) days prior to the convention. After that, any remaining suites will be on a first come, first serve basis, with a written agreement that the suite will not be used for product promotion/display purposes. All social functions and hospitality parties must be held at times other than regularly scheduled SAC meetings, exhibits, food functions, & other events.

# 16. INTERPRETATION & ENFORCEMENT.

These terms and conditions form a part of the Agreement between Exhibitor and SAC. SAC has full power of interpretation & enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of SAC and all decisions so made shall be binding on all parties affected by them as by the original regulations. Exhibitors or their representatives who fail to comply with or observe this Agreement or who, in the opinion of SAC conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal and may be docked priority points, as determined in SAC's discretion. No refunds, reductions in committed amounts, or "carry overs" (to future events) will be available for any reason, without SAC's prior written consent, except as specifically set forth below.

#### 17. GENERAL

SAC respectfully asks the full cooperation of Exhibitor in their observance of this Agreement. All points not covered are subject to the decision of SAC. The schedule of prices and rules shown in the Exhibitor information brochure are hereby made a part of this contract. Should there be a conflict between the terms of this Agreement and any attachment, the terms of this Agreement shall apply.

#### 18. NON-EXCLUSIVE AGREEMENT.

This is a non-exclusive agreement and does not prohibit SAC from seeking other exhibitors, barter arrangements or other services from other exhibitors.

# **19. CONFIDENTIALITY AND OTHER MATTERS.**

Each party recognizes that the terms of this Agreement are confidential. In the event of expiration or earlier termination of this Agreement other than by mutual consent, exhibitor shall not be relieved of any of its liabilities or obligations arising hereunder unless explicitly stated otherwise herein. Upon the effective date of termination, exhibitor shall no longer have access to or the opportunity to receive any exhibitor for any costs, expenses, loss, delay, damage or any other liability resulting from or arising in connection with the cancellation or postponement of the Expo or the termination of this Agreement.

#### 20. APPLICABLE LAW.

This Agreement and all claims or causes of action (whether in contract or civil liability) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflicts of law principles. The parties agree that any suit arising out of breach of this Agreement must be brought in Toronto, Ontario, Canada and jurisdiction over the matter and the parties and venue properly lies in the Province of Ontario.

#### 21. INTELLECTUAL PROPERTY.

Exhibitor grants to SAC a limited, revocable, non-transferable license to use Exhibitor's



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# **TERMS & CONDITIONS**

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name, acronym and logo in connection with the Expo. Exhibitor represents and warrants that it is either the author or owner of all rights to Exhibitor content, and that Exhibitor content does not infringe the rights of others, and that Exhibitor has full power and authority to submit the content and to grant this license to SAC. Exhibitor agrees to indemnify and hold SAC harmless from any claim by third parties alleging that exhibitor granting this license in any way infringes such third party's rights to any or all of the exhibitor content. Registration and attendance at or participation in SAC-sponsored events/activities constitutes an agreement by the exhibitor for SAC's use and distribution of Exhibitor's and Exhibitor's participants' images or voices in photographs, video, electronic reproductions, and audio recordings of such events/ activities. Exhibitor will obtain permission from its participants as may be necessary under the terms of this Agreement.

#### 22. ACCESSIBILITY.

Exhibitors agree to comply with all applicable laws required to make their booths accessible to those with disabilities. Exhibitor shall also indemnify and hold harmless SAC and the International Centre against all loss (including legal fees), cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with applicable laws.

#### 23. SEVERABILITY.

If any part of any provision of this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of the Agreement.

#### 24. WAIVER.

Neither the waiver by SAC of a breach of or a default under any of the provisions of this Agreement, nor the failure of SAC, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privilege hereunder.

#### 25. EXECUTION.

This Agreement may be executed in as many counterparts as may be required. All counterparts shall collectively constitute a single agreement. This Agreement may be executed through delivery of duly executed signature pages by facsimile or electronic transmission, with the same effect as originals.

# FOR FURTHER INFORMATION:

# **MIGUEL DOS SANTOS**

Assistant Show Manager 416-459-2351 miguel@newcom.ca

# **CONNOR PRESCOTT**

Sales Representative 416-510-6806 connor@newcom.ca

month

Website: www.signexpo.ca

# I/We hereby apply for exhibit space in Sign Expo Canada, September 19-20, 2024 (two-day tradeshow).

# I/We agree to abide by the Show Terms, Conditions, and Regulations.

This contract is executed this \_

dav

vear

Executed	by	
	· · /	

Company \_\_\_\_\_

Signature

