

CHC 2019 Expo

EXHIBITOR CONTRACT

INSTRUCTIONS: If you are using a Google Chrome browser, please download the form and complete it. The 'Submit Form' button does not work when using Chrome. You will get a pop-up box when using the Submit Form button when downloaded. If you don't, please attach the form and e-mail it to info@ciph.com.

Exhibiting Company Name:				
Address:				
City:	Prov.: _		Postal Code/Zi	
Telephone:	_ Fax:	Website:		
Booking/Billing Contact:		Title:		
Cell:	E-Mail:			
IDENTIFY THE TWO COMPANY REF	PRESENTATIVES TO) BE REGISTERED	FOR THE CANA	IDIAN HYDRONICS
Conference Attendee #1		Title:		
Cell:	E-Mail:			
Conference Attendee #2		Title:		
Cell:	E-Mail:			
Booth(s) rental	h(s) occupied solely by h(s) reserved by CIPH I must be paid by a CIPH mber product will be d	CIPH member and pr Manufacturers' Agents I member; lisplayed in all or par	oduct; solely displaying (t of the booth, the	CIPH member products; non-member rate applies.
	T	Т		
CIPH Member Price - \$2,999/ booth	Number of booths	Price per booth	Total \$	
Non-Member Price - \$3,499/ booth		\$	\$	
Subtotal		\$	\$	
Plus GST/HST (106861669 RT0001)		(13%) \$	\$	
	•	GRAND TOTA	L \$	
PRODUCTS: Describe the products you	ou will display for the on	line and printed guide/	program. (maximur	n 100 words).
NAME OF LEGALLY RESPONSIBLE			•	*
Name:		Title:		
Authorized Signature:			Date:	

INVOICE TO FOLLOW, FULL PAYMENT IS REQUIRED WITHIN 30 DAYS OF RECEIPT OF INVOICE

TERMS AND CONDITIONS

Management reserves the right to decline any application for space. We, the above signed, (hereinafter referred to as the "Exhibitor"), offer to take, for our use exhibition space from The Canadian Institute of Plumbing & Heating (hereinafter referred to as the "Management" or "Exhibition Management") for the Canadian Hydronics Conference (hereinafter referred to as the "Exhibition" subject to the terms and conditions on this page. Faxed or e-mailed applications will be treated as originals.

SPONSOR & SHOW Canadian Institute of Plumbing & Heating

MANAGEMENT: 295 The West Mall, Suite 504

Toronto, (Ontario), Canada M9C 4Z4

MOVE-IN 7:00 a.m. – 9:00 a.m. on November 5.

MOVE-OUT 6:00 p.m. – 9 p.m. on November 6.

- 1. CONTRACT: This application for space when, and if, accepted by Management shall constitute a contract between the Exhibitor and Management, and in addition to its terms and conditions printed on this application, shall include and incorporate the tentative floorplan(s) which the parties acknowledge may be amended and modified by the Management, and the Operating Rules which will be available to the Exhibitor as part of the Exhibitor Manual. The contract shall take effect upon receipt of the contract by Exhibition Management. Management assumes no responsibility before payment of the required exhibit rental has been received. Management reserves its right to decline to accept any application for space for any reason deemed to be sufficient.
- 2. TERM: The licence given hereunder shall be solely for the use and occupation of the space and booth(s) (if it applies) allocated to the Exhibitor hereunder for the dates / locations selected and shall be for the period commencing at the appointed move-in time on November 5, 2019 and ending at 8:00 p.m. on November 6, 2019.
- 3. INSTALLATION AND DISMANTLING: The Exhibitor shall be allowed access to his exhibit space to proceed with its set-up during the published move-in hours. Set-up must be ready for the opening of the Show. The Exhibitor will not start packing up before 5:00 p.m. on designated show date. Packing-up and move-out must be completed by 8:00 p.m. on designated show date. All materials and equipment must be removed by this time. If left after 8:00 p.m. on designated show date, the Exhibitor will pay the Canadian Institute of Plumbing & Heating or its designated supplier all costs for removal and storage of equipment or materials before they will be released to the Exhibitor.
- 4. COST AND PAYMENT: Full payment is required within 30 days of receipt of invoice by the Exhibitor. Federal tax on goods and services (GST/HST) will be added and any other federal, provincial or municipal taxes applicable to the subject contract. Exhibit space reserved within 30 days of the event must be paid in full by credit card.
- 5. QUALIFICATIONS TO EXHIBIT: The purpose of this Exhibition is to provide a showcase for hydronics (hot water) heating products and systems. Exhibits of companies providing services such as relevant tools and equipment, trade publications, computer software, financial advisory are also acceptable. Management reserves the right to remove, decline, or prohibit any exhibit or part of Exhibit or proposed Exhibit which in its opinion is not suitable or in keeping with the character of the Exhibition.
- 6. INSURANCE: The Exhibitor must be insured for a minimum of \$2,000,000 (civil liability) for the duration of the exhibition, including move-in and move-out periods covering bodily and material injury. The exhibitor agrees not to do anything on the exhibition site or nearby and not to bring or keep anything that might cause a risk of fire or invalidate or be contrary to insurance policies or contrary to any rules or regulations of the designated facility(s).
- 7. SUBLICENCE OF SPACE: The Exhibitor shall not share, sublicence, transfer, or apportion any part of its allocated space except as specifically approved by Management, shall not exhibit nor 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.
- 8. REIMBURSEMENT: If the application for reservation is rejected by Management, the full amount paid will be reimbursed to the Exhibitor. An Exhibitor whose application has been processed and accepted will be permitted to cancel the present contract by sending a written notice to the Management who will then be permitted to provide the present space to another Exhibitor. For cancellations made prior to May 1, 2019, a refund of monies paid less 50% of the total exhibit space cost will be made on receipt of the notice of cancellation.

NO REFUND OF EXHIBIT SPACE PAYMENTS FOR CANCELLATIONS MADE AFTER May 1, 2019.

- 9. ANNULMENT: In case the Exhibition shall not be held in its whole or in part for any reason whatsoever, Management can annul the present contract. In such case, the limit of the claim for damage and / or compensation by the Exhibitor shall be the return to the Exhibitor of the amount received by Management from the Exhibitor for licence of the space, provided that if the Exhibition is terminated for any reason during the term of the licence stipulated in Clause 2, the amount to be refunded to the Exhibitor hereunder shall be prorated based on the proportion of the term expired up to the termination, the whole subject to Clause 11.
- 10. NON-DELIVERY OF BUILDING: Management will not be liable for failure to deliver the space in the event that the building becomes unavailable through fire, act of God, public enemy, strikes, terrorism, the authority of the law, or any other cause beyond its control.
- 11. DEFAULT: In the event that the Exhibitor is in default on any of its obligations in the present contract, including any failure to make any payment by the prescribed dates, this will be a clear manifestation of its intention not to perform its obligations, and thus putting him in default by operation of law. This contract will automatically be cancelled by operation of law without any other notice and Management shall keep any payment already received from the Exhibitor as penalty without prejudice to his rights and claims.
- 12. EXHIBITOR SERVICES MANUAL: Management will provide an on-line information and services manual which shall contain a copy of the Operational Rules and shall provide complete shipping instructions, production information and order forms for all services needed during installation, show period and removal from the Exhibition. RESPONSIBILITIES:
- 12.1 The Exhibitor undertakes to use the exhibit space or booth (if applicable) only for the use described in this contract, to return them in the same condition at the end of the contract and not to prejudice the other exhibitors.
- 12.2 Management declines all responsibility in cases of damages, loss, theft or destruction of any goods or in cases of death or bodily injury which may occur to a person who shows up on the Exhibition site unless they are caused by the act or fault of the Manager or his representatives.
- 12.3 Management will take reasonable measures to prevent loss and protect the Exhibitor's interest but in any case, Management will not be responsible for any losses. Neither Management nor the building's owner can be held responsible for any bodily injury, loss or material damages of any goods belonging to the Exhibitor or in his care. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of the Exhibitors' activities on the facilities premises and will indemnify, defend and hold harmless the facilities, owners and management companies, as well as their respective agents, servants and employees from any and all such losses, damages and claims.
- 12.4 During the Exhibition, including move-in and move-out periods, the Exhibitor agrees to protect and compensate the Management of all material or bodily injury caused to the Management, other Exhibitors, visitors, lessees or building's owners, their officers, employees or agents, caused by the Exhibitor's act or fault or by those under his control.
- 12.5 The Exhibitor shall not transfer his rights under the contract without written approval from Management. Approval does not free the Exhibitor from obligations under the present contract.
- 12.6 This contract shall not be interpreted as creating a partnership nor an association between the Exhibitor and Management nor shall the Exhibitor be considered as an agent of the Management.
- 13. RULES AND REGULATIONS: The Exhibitor hereby commits to comply with all local laws, rules and regulations in force along with rules and regulations of the designated facilities, including Management's regulations.
- 14. INTERPRETATION OF REGULATIONS: Management has the right to make such changes, amendments and additions to any Rules and Regulations that it has prescribed for the purpose of holding the Exhibition, including the operational rules, as it shall deem necessary for the proper conduct of the Exhibition. Thereupon the Exhibitor's Rules and Regulations and the Operational Rules shall rest with 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.

Cheques should be payable to:

Canadian Institute of Plumbing & Heating 295 THE WEST MALL, SUITE 504, TORONTO, ON, M9C 4Z4 Tel: 416-695-0447

Toll free: 1800-639-2474