



Mid-Canada Boat Show

(Owned by the Mid-Canada Marine and Powersports Dealers Association)

Winnipeg Convention Centre

March 1st - March 4th, 2012

APPLICATION FOR EXHIBIT SPACE

Company Name: _____

Address: _____
Street City Province/State Postal/Zip

Contact: _____ Phone: _____ Fax #: _____

Email Address: _____ Website: _____

Exhibiting the following products and/or services: _____

Rate Information - Booth Space

1st & 2 Floors & 3rd Floor concourse

1 - 10 ft. X 10 ft. Booth Space..... \$1,125.00
2 to 4 - 10 ft. X 10 ft. Booth Spaces.....\$1,065.00 per booth
5 or more - 10 ft. X 10 ft. Booth Spaces.....\$1,000.00 per booth

I require _____ booth(s) Preferred floor _____
@ \$ _____ per booth \$ _____

Less 5% early booking discount (Before October 14th, 2011) \$ _____

GST @ 5%: \$ _____

Total Space Costs: \$ _____

Deposit (with application) -- \$400.00 per booth : \$ _____

Balance -- January 2nd, 2012 (Post dated cheque must be returned with signed contract): ___\$ _____

Please make cheque payable to **Mid-Canada Boat Show**

Any application received **after January 2nd, 2012** must be accompanied by 100% payment.
Exhibitors with outstanding payments due before show opening will not be permitted to move into the show.

Space assignment will not be made without proper deposit. In the event of cancellation, full refund (less booking deposit) will be made by the Mid-Canada Boat Show only if written notice of cancellation is received by Mid-Canada Boat Show ninety (90) days prior to the first day of the show. Requests for reduction of display space after the initial contract has been approved will be accepted if a written request for the change is received ninety (90) days prior to the first day of the show. Location of any reduced display space will be at the discretion of Show Management.

Application for the above space is hereby submitted in accordance with the terms and conditions on both the face and reverse side of this application. Upon confirmation of space assignment and acceptance of this application by the Mid-Canada Marine Dealers Association Inc., the undersigned agrees to be bound by the terms and conditions herein as well as those terms and conditions contained in the Exhibit Contract.

Authorized Signature _____ Date _____ Title _____ BS authorized _____



Mid-Canada Boat Show

(Owned by the Mid-Canada Marine and Powersports Dealers Association Inc).

Winnipeg Convention Centre

March 1st – March 4th, 2012

EXHIBIT CONTRACT

Agreement made between Mid-Canada Boat Show, (hereinafter called the Boat Show), and

Company Name: _____

Address: _____
STREET CITY PROVINCE/STATE POSTAL/ZIP CODE

Person to Contact: _____ Phone: _____ Fax#: _____

(Herein after called the Exhibitor), witness: that the Boat Show, for and in consideration of the payments and agreements on the part of the Exhibitor to be made and performed, hereby grants to the Exhibitor the right to use the exhibit space in the exhibition stated above and designated on show diagrams of said exhibition for the exhibition of the following Products and/or Services:

On the following terms and conditions:

1. The Exhibitor hereby agrees to pay for the right to use said space the sum of \$ _____ (Early Booking Discount deducted if Applicable)

Paid by initial deposit \$ _____ upon application for space
_____ % of balance \$ _____ due on or before _____
100_ % of balance \$ _____ due on or before.

*Note:
Late payment of balances will
jeopardize early booking*

2. The Exhibitor agrees that unless this contract is returned, duly signed, by the due date of the initial balance, the Boat Show is not required to hold the space for the Exhibitor, and may relicense it without notice.
3. The use of said space shall be subject to the rules and regulations appearing on the reverse hereof and in the "Exhibitor Information Package" and to all further rules and regulations now or hereafter adopted for the conduct of the Boat Show, which are hereby, made a part of this agreement and to which the exhibitor agrees strictly to conform. The Exhibitor further acknowledges the Boat Show is a party to an occupancy agreement with the Winnipeg Convention Centre pursuant to which the use and occupation of the building by the Boat Show and all Exhibitors is governed. The Exhibitor agrees to be bound by the terms, conditions, rules and regulations set forth by such agreement.
4. The Exhibitor shall hold the Boat Show harmless from any damage, expense or liability, to or in respect of any person, arising out of the Exhibitor's occupancy of the said licensed space or any thing or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees, in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere.
5. The Exhibitor shall arrange Commercial General Liability Insurance with limits of not less than \$2,000,000.00 per occurrence and including a Cross Liability Clause and a thirty (30) Day Notice to the Boat Show of any cancellation or material change to the policy. The Boat Show is to be named as an additional insured with respect to all operators arising out of the Exhibitor's participation in the Show. The Exhibitor is required to deliver to the Boat Show a certificate evidencing such insurance not less than fifteen (15) days prior to the commencement of the Show.
6. If the Exhibitor fails to make payment at the time appointed herein, or cancels within ninety (90) days prior to the first day of the Boat Show, the Exhibitor agrees that all of its rights to the space rented shall cease and terminate, the space may be rented to another Exhibitor, and the Exhibitor shall continue to remain liable to Mid-Canada Boat Show for the full payment of all monies payable under the contract. In addition, the Exhibitor specifically waives any right to seek performance of the space rental contract, and to claim for consequential loss or damage as a result thereof.
7. This license may be terminated by the Boat Show at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Boat Show as liquidated damages for such breach, and the Boat Show may thereupon relicense said space.
8. In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions and rules shall be read as if the said illegal or unenforceable term, condition or rule is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision.
9. The Exhibitor shall not assign this license or sublet or license the whole or any part of the space hereby contracted for without the prior written permission of the Boat Show.
10. There is no representation, warranty or condition made by or binding upon the Boat Show affecting the subject matter of this Agreement or the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Boat Show. Nothing herein shall be construed as constituting the Exhibitor and the Boat Show partners; joint ventures from it will be subject to these Rules and Regulations.
11. The Exhibitor has read and understands the Rules and Regulations appearing on the reverse side of this contract and understands that the Exhibitor will be subject to these Rules and Regulations.
12. The Boat Show reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract.
13. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Manitoba law.
14. SEE APPENDIX "A" ATTACHED

Authorized Signature _____ Date: _____ BS Authorized Signature _____

MID-CANADA BOAT SHOW TERMS, RULES AND REGULATIONS

Rules and Regulations related to the allocation of space and the installation, construction and character of exhibits, are those adopted by Mid-Canada Marine and Powersports Dealers Association's Boat Show Committee. These rules and the regulations of the Winnipeg Convention Centre can be clarified by contacting Mid-Canada Boat Show Management. Corrections and/or clarifications made by Mid-Canada Boat Show are a binding part of the Exhibitor contract.

ADMISSIBLE EXHIBITS

- a) Exhibitor agrees to display only new, unused boats and marine related products except in areas so designated. (Exceptions for feature purposes must be specified in writing from Show Management) and shall confine its exhibit, activities and operations to the licensed space. Without limiting the foregoing, the Exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties. No product may be displayed without the endorsement of the manufacturer.
- b) Price and Specification signs must be no larger 20" x 30" and appear to be professionally produced.
- c) Use of the space shall be strictly restricted to the Exhibitor and the exhibitor shall not assign, either in part or in whole, otherwise permit the participation of any third party in any activities, undertakings or displays in the licensed space without the prior express written consent of the Mid-Canada Boat Show. In the event of the failure of the Exhibitor to utilize all its space to the satisfaction of the Boat Show, it may at any time after the opening hour of the show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the overall benefit of the Boat Show.
- d) The Mid-Canada Boat Show reserves the right to reject or prohibit exhibits, or parts of exhibits, which may be of a disruptive, objectionable or inappropriate nature, as interpreted by show management, or to relocate exhibits when in show managements opinion such moves are necessary to maintain the quality, character or traffic flow of the Show.
- e) The exhibitor agrees that all equipment, materials and devises, including without limitation radio, television, moving pictures, sound and visual aids will be operated in such a manner and location as to cause no inconvenience to other Exhibitors or to the public. Sound will be kept at a level to reach the immediate vicinity of the Exhibitors area only, and the Boat Show reserves the right to remove or discontinue use of anything contravening these regulations.
- f) Bulk space available to MMPDA Members only and must be **fully carpeted**.

LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by show management or, if no alternative is available, may forfeit their show participation rights.

STAFFING OF EXHIBITS

- a) Exhibits must be staffed during all show hours.

PAYMENT FOR SPACE

- a) Exhibitors must have all Boat Show accounts paid in full before they are allowed to move into the show. All other accounts with MMPDA must be current.

CANCELLATIONS AND CUTBACKS

- a) This contract may only be cancelled by either party, providing notice in writing is received by the other party at least ninety (90) days prior to the first day of the show. In which event no party shall have any further obligation to the other. The exhibitor will forfeit early booking discount deposit.
- b) Should the exhibitor wish to reduce the total amount of space contracted for, any remaining funds will be refunded if Mid-Canada Boat Show receives written notice of the reduction 90 days prior to the first day of the show. No refunds will be made beyond that date. If applicable, refund cheques will be mailed after the show's conclusion.
- c) For all exhibitors requesting space reduction, Mid-Canada Boat Show reserves the right to relocate the exhibit or reconfigure it as determined by the Show Management.

SALE OF MERCHANDISE

- a) Show Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas.
- b) It is the responsibility of the Exhibitor to register for, collect, and report appropriate sales taxes.
- c) Sales receipts should be given for merchandise being sold over-the-counter during the show. This will avoid embarrassment while providing some security against thefts.
- d) There will be an extra charge to exhibitors selling non-boat related goods and services. This charge will be equal to whatever surcharge is levied by the Winnipeg Convention Centre.

REMOVAL OF GOODS

- a) Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the show without prior written permission of the Mid-Canada Boat Show.
- b) The Exhibitor will cause all exhibits, equipment and appurtenances to be removed from the show premises on the date and time specified as "Exhibit Removal deadline in Exhibitor Information Package. The Mid-Canada Boat Show shall be entitled to remove all exhibits, equipment and appurtenances of the Exhibitor to any place of storage in the event of the Exhibitors failure to remove same by such deadline. The Exhibitor shall bear all costs of such removal or storage and the Exhibitor shall be liable for all additional charges or damages assessed against Mid-Canada Boat Show for or by reason of all such property left on the show premises or other environs after such deadline.

SAFETY REGULATIONS

All decorations must be flame-proof and pass inspection by all designated authorities. Electrical and gas equipment used or exhibited must conform to the requirements of all electrical, gas and fire regulatory authorities, and/or any other Federal, Provincial or Municipal authority, board or commission having due jurisdiction at the Winnipeg Convention Centre.

RISK

All property used or exhibited is at the sole risk of the Exhibitor, and Mid-Canada Boat Show will not assume any responsibility for the safety of exhibits against theft, robbery, fire, accidents or for any matter of thing whatsoever, or for bodily injury or damage to property caused by the operations of the Exhibitor. The Exhibitor understands and agrees that Mid-Canada Boat Show shall assume no responsibility for representations or warranties given by the Exhibitor to the public in regard to its products or services, or for transactions or contracts between the Exhibitor and the public, or from any losses or damages arising there from.

PREVENTION OR INTERRUPTION OF USE OF PREMISES

The Mid-Canada Boat Show reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. In the event the Show is cancelled because of reasons beyond the control of Mid-Canada Boat Show, space rental fees or deposits already made will be returned to Exhibitors on a prorata basis, after all related expenses incurred by Mid-Canada Boat Show through the date of cancellation have been met, and Mid-Canada Boat Show shall be released from any and all claims for damage which might arise in consequence thereof.

COPYRIGHTS

Exhibitor hereby assumes all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Show or any music, written material, dramatic lights, inventions or devises that are subject to any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless the Mid-Canada Marine Dealers Association Inc. and its directors, officers and employees from any claims, damages, costs or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

LABOUR AGREEMENTS

The Exhibitor agrees to observe all union contracts and Labour relations agreements between Mid-Canada Boat Show, official contractor serving companies and the building in which the show will take place and the Labour laws of the jurisdiction in which the building is located.

AMENDMENTS

- a) The Mid-Canada Boat Show shall have full power in the interpretation and enforcement of all Rules and Regulations contained herein and the power to make such amendments thereto and such further rules and regulations governing participation in the Show, as it shall deem necessary for the proper conduct of said Show.
- b) By the execution of this contract the Exhibitor acknowledges that the provisions of the Exhibitor Information Package are binding upon it. In the event the exhibitor has not received the said Exhibitor Information Package prior to one (1) week before the commencement of the Show it is required to contact the Mid-Canada Boat Show office to make arrangements to obtain copy of same.

Application Terms & Conditions

APPLICATION FOR DISPLAY SPACE

The information requested on the application form must be provided in full. Without being liable to any damages the Mid-Canada Boat Show (owned by the Manitoba Marine and Powersports Dealers Association) will have the right to refuse any goods or services or have goods or services removed from the show forthwith, which have not been mentioned on the application form.

No right to allocation of display space may be derived from this application. In special cases, the Mid-Canada Boat Show may decide not to confirm an application, to allocate less space than has been applied for, to alter space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

CANCELLATIONS

The Mid-Canada Boat Show reserves the right at all times to change the dates of the exhibition or to cancel the exhibition altogether in cases of circumstances beyond their control without a participant having the right to compensation for any damage. The Mid-Canada Boat Show may comply with a request to cancel an application subject to a \$75.00 handling charge and the following conditions:

- Exhibitor will forfeit booking deposit.
- All other moneys received will be returned if a written request for cancellation is received ninety (90) days prior to the first day of the show.
- Requests for reduction of display space after initial contract has been approved may be accepted if a written request for the change is received ninety (90) days prior to the first day of the show. Location and price of any reduced display space will be at the discretion of Show Management.
- All requests for cancellation must be received in writing to be eligible for any refund.

TERMS OF PAYMENT

Unless otherwise stipulated in the space contract, payments for display space shall be as follows:

- Prior to October 31st, 2011, a deposit of **\$2,000.00 plus 10% of Total Exhibit Space costs for Bulk Display Space and for Booth Space a deposit of \$400.00 per booth.**
- Unpaid balance of Booth Space cost and G.S.T. is payable by January 2nd 2012.
- Booth applications for exhibit space received after January 2nd 2012 must be accompanied by payment in full, including G.S.T.
- 50% of unpaid balance of Bulk Space cost and G.S.T. is payable by October 31st, 2011. Final balance payable by January 2nd 2012.

*Late payment of balances.

If a participant does not meet his financial obligations, the Mid-Canada Boat Show will be entitled **not to proceed** with the allocation of space, or to **withdraw** an existing allocation of space: resulting in forfeiture of deposit without prejudice to the Mid-Canada Boat Shows claim for full payment of the amounts due.

LIABILITY

Goods exhibited shall be at the risk of the participant. The Mid-Canada Boat Show does not undertake the insurance of the goods. The participant or his staff cannot hold the Mid-Canada Boat Show liable for any damage from whatever cause; to goods or persons caused by the use of the exhibit space. The participant shall indemnify the organizers against all claims by third parties on this account. The participants will be liable for and will be required to be insured against any damage whatever caused by fault of default on his part or by personnel or by his entries in any way whatsoever to goods and/or persons working with or upon instructions of the Mid-Canada Boat Show against any claims which others might possibly enforce.

COPYRIGHTS

Participant assumes all costs and expenses arising from the participant's or participant's agents' or employees' incorporation or use during the Show of any music, written material, dramatic rights, inventions or devises that are subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Participant agrees to indemnify, defend and hold harmless MMPDA and its directors, officers and employees from any claims, damages, costs or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

AMENDMENTS

The Show Management shall have full power in the interpretation and enforcement of all terms, rules and regulations and any further stipulations considered necessary for the proper conduct of the show.

Participant agrees to comply with such terms, rules and regulations. Participant's failure to comply with such terms, rules and regulations shall entitle Mid-Canada Boat Show to terminate their obligations under the contract.

Participant agrees to comply with all pertinent laws, codes and regulations of municipal or other authorities, which affect show space.

No space may be sublet without the express written permission of show management.

Location and space availability are totally the prerogative of show management.