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# 2019

# APPLICATION FORM

SEPTEMBER 6, 2019, VANCOUVER CONVENTION CENTRE, EAST BUILDING, HALL B

COMPANY _____		
CONTACT _____	TITLE _____	
ADDRESS _____		
CITY _____	PROVINCE/STATE _____	POSTAL/ZIP CODE _____
TELEPHONE _____	FAX _____	
E-MAIL _____	WEBSITE _____	
TYPE OF PRODUCTS/SERVICES TO BE DISPLAYED _____		

## Application Process

- All applications must be accompanied with the correct deposits to be processed
- Applications are subject to the approval of Management and are processed on a first come first serve basis
- The Applicant/Exhibitor acknowledges that they have read and agree to all "Exhibit Contract Terms & Conditions".
- Management will assign booth locations based on Exhibitors top 3 choices, on a first come first served basis. Booth locations are subject to change.
- Exhibitors will be notified of acceptance of space as soon as possible by Management, and only signed contracts, by both parties, are valid.

## 2019 EARLY BIRD

FEB 1ST - JUNE 30TH

- 10' x 10' booth : \$800
- 10' x 20' booth : \$1200
- Other sizes : Please contact for availability and size options

## 2019 LAST CHANCE

JULY 1ST - AUG 15TH

- 10' x 10' booth : \$1000
- 10' x 20' booth : \$1400
- Other sizes : Please contact for availability and size options

## WE'RE IN!

Sign us up for the following booth size:

\_\_\_\_\_ X \_\_\_\_\_

Booth Price: \_\_\_\_\_

Subtotal: \_\_\_\_\_

GST (5%): \_\_\_\_\_

Total: \_\_\_\_\_

## PAYMENT

(check either credit card or cheque):

VISA / MC / AMEX

AMOUNT \_\_\_\_\_

CARD NUMBER \_\_\_\_\_

EXPIRY DATE \_\_\_\_\_ CSV \_\_\_\_\_

3 digit security number

POSTAL CODE (REQUIRED) \_\_\_\_\_

CARDHOLDER'S NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CHEQUE:

MAKE CHEQUES PAYABLE TO: TOIT Events

AMOUNT \$ \_\_\_\_\_

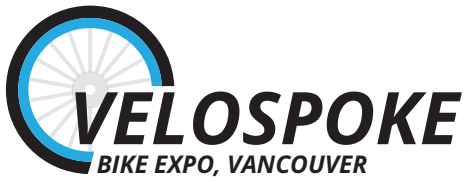
Return completed form with payment to:

Email: michaelnathanson@rbcgranfondo.com

Mail: GranFondo Canada  
4111 Fraser Street  
Vancouver, BC  
V5V 4E9

I/We have read, understood and agree to abide by the Terms and Conditions.

APPLICATION BY \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



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# EVENT CONTRACTUAL TERMS AND CONDITIONS

SEPTEMBER 6, 2019, VANCOUVER CONVENTION CENTRE, EAST BUILDING, HALL B

## 1. GENERAL EXHIBITOR COVENANTS

- 1.1 The Exhibitor agrees to abide by the applicable laws, by-laws, rules and regulations of Canada, the Province of British Columbia, the City of Vancouver, the Vancouver Convention Centre, and any other government or regulatory body, in its use of the Facility and operation of its exhibit.
- 1.2 The Exhibitor agrees to abide by all rules and regulations governing the use of the Facility and the operation of its exhibit established from time to time by TOIT Events Inc. (the "Manager"), including, but not limited to, the rules and regulations set forth in the Exhibitor Manual.
- 1.3 The Exhibitor agrees to abide by all applicable union agreements and labour relations agreements governing: (i) the Manager; (ii) contractors providing services or supplies to the Facility; (iii) contractors operating in the Facility; and (iv) contractors operating in relation to the Event.
- 1.4 The Exhibitor agrees to abide by all applicable exclusive service agreements and exclusive supply agreements between the Manager and: (i) contractors providing services or supplies to the Facility; (ii) contractors operating in the Facility; and (iii) contractors operating in relation to the Event.
- 1.5 The Exhibitor agrees to obtain, at its own expense, any licenses or permits required for the operation of its exhibit during the term of the Event and to pay all taxes, including, but not limited to, all applicable sales taxes of any nature or kind that may be levied against it as a result of its operation at the Event.

## 2. SPECIFIC EXHIBITOR COVENANTS

- 2.1 The Exhibitor agrees not to conduct or be associated with any promotional contests held at, or in connection with, the Event, unless:
  - (i) the Exhibitor satisfies the Manager that the promotional contest is being operated in accordance with applicable law; and
  - (ii) the Manager provides prior written consent to the Exhibitor, which may be withheld in the Manager's unfettered subjective discretion, not subject to any standard including, without limitation, any standard of reasonableness or good faith (the "Manager's Discretion").
- 2.2 The Exhibitor agrees not to use, at the Event, any magnified sound devices or any audio recording, video recording, or photography devices without the Manager providing prior written consent to the Exhibitor, which may be withheld in the Manager's Discretion.
- 2.3 The Exhibitor agrees not to use, at the Event, any audio, video, photograph, artwork, copyright, trademark or patent material, or any other intellectual property or rights (the "Intellectual Property") belonging to a party other than the Exhibitor, unless: (i) the Exhibitor obtains all releases, licenses, permits or other authorizations for its use; and (ii) the Manager provides prior written consent to the Exhibitor.
- 2.4 The Exhibitor agrees to occupy the Exhibit Space during all Event hours and to sell, promote or advertise only the products and services described in this agreement.
- 2.5 The Exhibitor agrees to keep its exhibit fully operational during the entire term of the Event. The Exhibitor agrees not to dismantle or remove property from its exhibit at any time during the term of the Event.
- 2.6 The Exhibitor agrees to remove its display and equipment from the Facility by the Move-out Date, and in the event of a failure to do so, or failure to return the Exhibit Space to the same condition as at the Move-in Date, the Exhibitor agrees to pay for any additional costs and expenses incurred by the Manager within (14) days of receiving notice of such additional costs and expenses.

## 3. MANAGER RIGHTS

- 3.1 The Manager reserves the right, in the Manager's Discretion, to:
  - a) determine the eligibility of exhibitors and exhibits at the Event;
  - b) reject or prohibit exhibits, exhibitors or Event attendees at any time;
  - c) change or modify the layout of the Event;
  - d) change or modify the exhibit space assigned to exhibits or exhibitors;
  - e) change or modify the date, location, hours or term of the Event; or
  - f) establish, change or modify any rules or regulations governing the use of the Facility, and the operation of the Event or any exhibit, without incurring any liability.

## 4. ASSIGNMENT AND SUBLETTING

- 4.1 The Exhibitor agrees not to assign any rights under this agreement or sublet any of its Exhibit Space, unless the Manager provides prior written consent to the Exhibitor, which may be withheld in the Manager's Discretion.

## 5. INDEMNIFICATION

- 5.1 The Exhibitor agrees to defend, indemnify and save the Manager and its affiliated companies, agents, representatives and employees harmless from all losses, expenses (including legal fees), and direct or indirect damages of any nature or kind including, without limitation, consequential damages on account of or arising out of:
  - a) any infringement of Intellectual Property by the Exhibitor;
  - b) the Exhibitor's occupancy of the Exhibit Space and Facility;
  - c) any of the Exhibitor's operations in connection with the Event including, but not limited to, any assertions, slogans, headlines or any other claims made regarding any of the Exhibitor's products or services and any of the Exhibitor's competitors products or services;
  - d) the use of equipment, devices or any other property used by the Exhibitor in connection with the Event, and
  - e) any personal injury, death, property damage or any other damage sustained by an Event attendee or the Exhibitor, the Manager, the Facility, an Event sponsor and any of their respective affiliated companies, agents, representatives and employees.

## 6. LIABILITY AND INSURANCE

- 6.1 The Manager and its affiliated companies, agents, representatives and employees assume no liability for loss, damage or injury, through any cause, to the Exhibitor or any property owned, rented or leased by the Exhibitor.
- 6.2 The Exhibitor is liable for any damage it causes to the Facility or to any property owned, rented or leased by any other exhibitor or the Manager. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Facility or to the owned, rented or leased property of any other exhibitor or the Manager.
- 6.3 The Exhibitor agrees to not make any claim or demand or take any legal action whatsoever, against the Manager, the Event sponsors and any of their respective affiliated companies, agents, representatives and employees, for any loss, damage or injury however caused, to the Exhibitor or any property owned, rented or leased by the Exhibitor.
- 6.4 The Exhibitor agrees to obtain and maintain, at its own expense, a comprehensive general liability and property insurance policy (the "Policy") acceptable to the Manager in the Manager's Discretion, for the period commencing at the start of the Move-in Date and terminating not before the end of the Move-out Date. The Policy will name the Manager as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Event. The Policy will provide coverage of at least CAD\$1,000,000 for each separate claim. At the request of the Manager, the Exhibitor agrees to provide the Manager with a copy of the Policy within three (3) days.
- 6.5 The Exhibitor is responsible to insure its own exhibit, personnel, display, materials and any other Exhibitor owned, rented or leased property from any loss, damage or injury through theft, fire, accident or any other cause and the Exhibitor accepts all risks associated with the use of the Exhibit Space and the Facility.

## 7. CANCELLATION AND TERMINATION

- 7.1 The Exhibitor has the right to cancel this agreement by notice in writing to be delivered to the Manager no later than sixty (60) days before the Move-in Date. All deposits received by the Manager up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor
  - (i) notifies the Manager less than sixty (60) days before the Move-in Date that it wishes to cancel this agreement; or
  - (ii) fails to make payments in accordance with the payment schedule set out in this agreement; or
  - (iii) fails to appear at the Event; the Manager may:
    - (iv) cancel this agreement without notice and all rights of the Exhibitor hereunder will cease and terminate;
    - (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this agreement;
    - (vi) re-rent the Exhibit Space; and (vii) bring action against the Exhibitor for payment of the full cost of the Exhibit Space.
- 7.2 If the Exhibitor violates or breaches any terms or conditions of this agreement, all payments made by the Exhibitor and all amounts due to the Manager will be deemed earned by the Manager and all deposits received will be non-refundable and non-transferable. Further, the Manager will have the right to immediately occupy the Exhibit Space and utilize it in any manner as the Manager deems appropriate, including, but not limited to, re-renting its use to another exhibitor. The Exhibitor will not be entitled to any offset or mitigation of the amount due under this agreement as a result of the use of or payment for the Exhibit Space by another exhibitor.

Each covenant by the Exhibitor contained herein is material and the violation of any term or condition hereof by the Exhibitor will be a breach of the entire agreement entitling the Manager to immediately and without notice revoke the rights granted to the Exhibitor and take possession of the Exhibit Space. Any such revocation of the rights granted herein will be without prejudice to the Manager to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms of this agreement.

## 8. FORCE MAJEURE

- 8.1 In the event that: (i) the Facility is destroyed or becomes unavailable for occupancy; or (ii) the Manager is unable to permit the Exhibitor to occupy the Facility or the Exhibit Space; or (iii) the Event is cancelled or curtailed for any reasons beyond the control of the Manager including, but not limited to, casualty, explosion, fire, terrorism, riot, civil disturbance, strike, lockout, boycott, or lightning, flood, weather, epidemic, earthquake or any other acts of god, the Manager may cancel, in whole or in part, the Event and will not be liable for any losses, expenses (including legal fees), and direct or indirect damages of any nature or kind including, without limitation, consequential damages that the Exhibitor may suffer.

## 9. MISCELLANEOUS

- 9.1 Exhibitor agrees to the following payment schedule: 50% due with application and remainder due on or before September 1st, 2018. Earlybird rates must be paid in full upon application. Any late or missing payment leaves the Exhibitor subject to loss of any deposit to date and the loss of the reserved exhibit space.
- 9.2 Waiver by the Manager of any breach of any term or condition of this agreement by the Exhibitor will not be deemed a waiver of any subsequent breach of the same or any other term or condition of this agreement.
- 9.3 No alterations or variations of the terms or conditions of this agreement will be valid unless made in writing and signed by each of the parties hereto.
- 9.4 This agreement is governed by and construed in accordance with the laws of British Columbia.