



CANADA'S NATIONAL CONVENIENCE, GAS AND CAR WASH SHOW
CONVENIENCE AND CARWACS EXHIBIT SPACE CONTRACT
March 5 & 6, 2024

The International Centre | 6900 Airport Road | Mississauga, ON

☐

ADVERTISERS' SPACE RATE: \$39.05*/sq.ft.

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**GENERAL RATE: \$49.00*/sq.ft. for the initial 100 sq.ft.
\$39.05* each additional sq.ft.**

50% deposit must be received within 30 days of application submission, or management may terminate this agreement by written notice. Balance due **November 10, 2023**.

Ex: 10'x10' booth = \$3,905 or \$4,900 + applicable taxes. **Please note:** an additional \$150 will be charged per corner.

*Cost of booth includes 24 hour security, 8ft back drape, side step drape and materials handling up to 5,000 lbs.

PLEASE RESERVE _____ 10X10 BOOTH/S

Floor Plan Choices:

1st choice: _____ 2nd choice: _____ 3rd choice: _____ 4th choice: _____
space/s # _____ space/s # _____ space/s # _____ space/s # _____

Company INFO (as you would like it to appear on all show material):

Company Name: _____

Address: _____

City: _____ Prov./State: _____ Postal/Zip Code: _____

Phone: _____ Fax: _____

Toll free: _____ Website: _____

Company Twitter Name: _____

► **CONTACT NAME:** _____ Title: _____

☐ Address same as "Company Info" above or: _____

Phone: _____ Email**: _____

☐ Please send me additional information regarding sponsorship opportunities at this event.

► **LOGISTICAL CONTACT:** ☐ same as "Contact Name" above or:

(This person will receive the exhibitor manual and all communications from show management)

Contact Name: _____ **Title:** _____

Address: _____

Phone: _____ **Email**:** _____

► **ADVERTISING CONTACT:** ☐ same as "Contact Name" above or:

Contact Name: _____ **Title:** _____

Address: _____

Phone: _____ **Email**:** _____

On acceptance by Show Management, an invoice for **50% deposit** will be issued and payment is due upon receipt.
Balance is due **November 10, 2023**.

► **METHOD OF PAYMENT:** Cheque Visa MasterCard American Express

(If you are paying by credit card, a representative in Accounts Payable will be contacting you to complete your payment securely.)

► **BILLING ADDRESS:** same as "Company Info" above or: _____

City: _____ Prov./State: _____ Postal/Zip Code: _____

We agree to pay Stagnito Partners Canada Inc. (dba EnsembleIQ) the fees applicable to the space required and to abide by all the rules and regulations adopted by Show Management. If this contract is faxed to Stagnito Partners Canada Inc. (dba EnsembleIQ), we authorize Stagnito Partners Canada Inc. (dba EnsembleIQ), to take any and all steps to rely on our faxed contract as though it were an original. We acknowledge that we have read understand Schedule "A" Exhibition Terms and Conditions attached. We acknowledge that booths cancelled after December 8, 2023, will be charged in full.

Signature: _____ Date: _____

** By providing an e-mail address, I am agreeing to receive future information about this show and related products from Stagnito Partners Canada Inc. (dba EnsembleIQ).

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO: Sandra Parente sparente@ensembleiq.com

If you have any questions, please contact **Sandra Parente: sparente@ensembleiq.com • 416-271-4706**

Please list the types of products or services you intend to promote at the show:

Please list any companies you would **prefer to be** in close proximity to:

Please list any companies you would **prefer NOT to be** in close proximity to:

Schedule “A”

Exhibition Terms & Conditions

- 1) Stagnito Partners Canada Inc. (dba EnsembleIQ), (hereafter referred to as Show Management) agrees to provide the Exhibitor with a standard booth, which includes a back wall & side wall drape at no additional charge.
- 2) The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of Show Management, which permission may be arbitrarily withheld. The exhibitor also agrees to exhibit only the products described in this contract.
- 3) a. The Exhibitor agrees to abide by all regulations and rules adopted by Show Management in the best interests of the Show, and agrees that Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.
b. The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Show Management and the official contractors serving the Show facility and companies operating in the building in which the Show is taking place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
c. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the Show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- 4) a. The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
b. The exhibitor agrees to indemnify and hold harmless Show Management, Show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Show Management or a visitor to the Show.
c. All of the exhibitor's property at the Show shall be at the sole risk of the exhibitor and Show Management assumes no responsibility for loss or damage thereto.
- 5) This contract may only be canceled if notice, in writing, is received by Show Management. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is received after December 8, 2023, the exhibitor is liable for full payment of his space rental under this contract. In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Show Management reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of this contract and Show Management may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.
- 6) Should an exhibitor fail to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation noted in the show exhibitor manual, show management reserves the right to consider the space to be canceled and vacated. All requests for installations beyond the published installation completion deadline are at the discretion of show management. Show management reserves the right to resell the canceled space, assign the space to another exhibitor or decorate the open space as deemed necessary.
- 7) Show Management reserves the right to relocate exhibitors or exhibits at any time when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the Show.
- 8) Show Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel Exhibitors or their personnel if, in Show Management's opinion, their conduct or presentation is objectionable to other Show participants or Show Management.
- 9) Exhibitor agrees to confine his/her presentation within the contracted space only, and within the maximum height set by the Show rules and regulations and to maintain staff in his/ her booth space during Show hours.
- 10) All goods shipped to the Show must be clearly marked with the name of the Exhibitor and the number of his/her space. Goods must not be shipped to the Show with shipping charges to be paid on arrival, as these will not be accepted by Show Management. Show Management assumes no responsibility for loss or damage to goods before, during the period of the Show, nor after its closing.
- 11) The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date a policy of insurance from a reputable insurer. The policy of insurance shall protect Show Management and insure the

exhibitor against all claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the exhibitor's presence or operations at the Show. Policy shall provide coverage of at least \$2,000,000 for each separate occurrence.

- 12) The exhibitor agrees to occupy the contracted exhibit space during the full term of the Show and to remove his/her exhibit, equipment and appurtenances from the Show building by the final move-out time limit, or in the event of failure to do so; the Exhibitor agrees to pay for such additional costs as they may be incurred.
- 13) Non-Force Majeure Changes to Dates, Venue, or Exhibit / Sponsor Space by Show Management. Show Management may, in its sole discretion, change the dates and/or Venue for the Event upon notice to Exhibitor / Sponsor (which may be communicated by e-mail). Show Management shall not be liable for any costs, damages, fees, or other expenses of Exhibitor / Sponsor as a result of any such changes. Additionally, Show Management reserves the right to relocate Exhibitor's / Sponsor's Exhibit Space / Sponsorship Space to any space within the Venue at any time. Show Management may retain any portion of Exhibitor's / Sponsor's License Fees paid pursuant to Page 1 and such amount shall be applied as though no change in date, Venue, or relocation of Exhibit Space / Sponsorship Space had occurred. Any remaining payments due from Exhibitor / Sponsor shall be due in accordance with Page 1. Any cancellation of the License or withdrawal from the Event by Exhibitor / Sponsor due to any change in date, Venue, or Exhibit Space / Sponsorship Space assignment shall be subject to liquidated damages as shown for "Cancel/Withdraw" on Page 1.

Change of Event From In-Person To Virtual: Management shall have the sole right to change the event from an in-person or in-person with virtual/live streaming (Hybrid) to a full virtual event for any reason whatsoever including but not limited to a majority of attendees and or sponsors imposing travel bans, inability to gather in person due to restrictions as a result of an epidemic or pandemic, Government advisories against gathering or travel and or other disturbances (including but not limited to riots, terrorism, natural disasters, weather-related concerns). The virtual event will take place in the same calendar year as the in-person or hybrid Event was to have taken place. Management has sole right to select the new date for the full virtual event as long as the new Event dates are to be within the same calendar year as the original in-person or hybrid Event was to have taken place,

Should Management, in its sole discretion, change the Event to a full virtual Event, Exhibitor / Sponsor shall have the option to select the following business solutions:

- a) *A virtual event (as presented by Show Management at that time) - 40% of the full payment made to date and due per Page 1 of this agreement used as credit to purchase any of the available advertising or marketing programs available from Event's publication sponsor or 40% of the full payment made to date applied to the 2025 Convenience U CARWACS East - Toronto Event or 40% of the full payment made to date, as a refund paid 30 days after the event is completed. If selecting a credit, this credit must be used in the 2024 calendar year. 60% of the full amount due will be applied to the virtual event.*
- b) *Convert 100% of amount due on page 1 to Print or Digital Media. c) If you choose not to move forward with any of the above options, the balance of your exhibitor/sponsorship agreement will be applied to a refund, or rollover credit to 2025 Convenience U CARWACS East - Toronto Event.*
- 14) **Force Majeure.** If the Venue shall become, in the sole discretion of Show Management, unfit for occupancy, or the holding of the Event or if the performance of Show Management under the License Agreement is interfered with by virtue of a Force Majeure (as defined below), the License Agreement and/or the Event (or any part thereof) may be terminated by Show Management or the Event (or any part thereof) may be postponed and/or re-located by Show Management. Show Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising from or relating to a Force Majeure. A "Force Majeure" shall include, but not be limited to: fire; casualty; flood; epidemic or pandemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott, or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failures; impairment or lack of adequate transportation facilities; inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment; local, state, or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive, or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of Show Management.
- 15) Show Management reserves the right to cancel this contract and to withhold possession of exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the Show rules and regulations, in which case the Exhibitor shall forfeit as liquidation damages all space rental payments made by him/her and any further occupancy of such space.
- 16) The exhibitor is liable for any damage they cause to the facility or to any property of Show Management, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Show Management its agents or any other exhibitor.
- 17) In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$50 administration fee will be charged to the exhibitor.