

**1. SPACE ALLOTMENT ELIGIBILITY:** Envirogate Event Management Inc., herein known as Management, has the sole right to decide the eligibility of a company, or its products, for inclusion in the show. Final space allocation of an exhibitor will be made by show management. Management endeavours to provide exhibitors with their location of first choice, but reserves the right to make reasonable reallocations of booth spaces.

**2. FACILITY CARE:** The exhibitor is liable for any damage caused to building, floors, walls and to standard booth equipment or other exhibitors' property by exhibitors' staff actions. Placement or application of any liquid substance or material to building surfaces, or to standard booth equipment is strictly prohibited. Weights of all equipment and exhibit materials shall not exceed the premises' maximum floor load. Any attempt knowingly to distribute or otherwise move load weights in such a manner as not to comply with maximum floor loads that results in personal accident or property damage will be the full and sole responsibility of the exhibitor.

**3. OCCUPANCY DEFAULT:** It is understood and agreed by the exhibitor that in the event any exhibitor fails to install its products in the contracted for space, or fails to pay space rental costs within the time frame specified, or fails to comply with any other terms and conditions concerning the use of this space, management will have the right to take possession of said space for such purposes as it sees fit. The exhibitor in the event this action is taken will be held liable for the full rental price of said space, as well as any additional costs associated with the display and set-up of the vacant space. Management reserves the right to charge a penalty for downgrades in exhibit space.

**4. EXHIBIT APPEARANCE CODE:** Management shall have full discretion and authority in the placement, arrangement and appearance of all items displayed by the exhibitor and may demand the replacement, rearrangement or redecorating of any item or booth without liability for costs that may accrue to the exhibitor as a result of the action. All exposed parts of the display, or booth object must be covered in such a manner so as not to be unsightly to neighbouring exhibitors. Specially built displays in variance with published regulations must be submitted to management for prior approval. Equipment on display cannot take up more than 70% of exhibit floor space nor obstruct the view of a neighbouring booth.

**5. INSURANCE:** Exhibitors are required to provide proof of liability insurance, covering themselves, show management and the MTCC as additional insureds. Proof of liability insurance will be required prior to show move-in. Exhibitors must carry \$2 million floater insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property of others.

**6. LIMITATION OF LIABILITY:** It is understood and agreed by the exhibition company that all property of the exhibitor is to remain under the exhibitor's custody and control, in transit to or from or within the confines of the facility, subject to the rules and regulations of the exhibition. The exhibitor agrees to make no claim for any reason whatsoever against management or service contractor(s) for loss, theft, damage or destruction of goods; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit, nor for any action of any nature of management, nor for the failure to hold the exposition as scheduled. In the event that the facility in which the show is to be held is unavailable for reasons beyond the control of the show management, Management reserves the right to relocate and/or reschedule this event within a six month period. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, terrorist action, strike, lockout or boycott.

**7. DIMENSIONS FOR DISPLAY BOOTHS:** Back wall height - eight feet. Side wall - eight feet high (cannot be more than three feet out from back wall). Side wing divider - three feet high.

**8. ON-SITE STORAGE:** Exhibitors will not be permitted to store containers, packing crates, and any other nonessential items in their booth during the period of the show. It is the responsibility of the exhibitor to

properly mark all packing materials to enable service contractors to manage in an expeditious manner their in-and-out facilitation.

**9. ASSIGNMENT:** The exhibitor may not assign this agreement without prior written consent of show management, for which written consent may be withheld.

**10. EXHIBIT OPERATIONS RESTRICTIONS:**

- The use of alcoholic beverages in the exhibition area is prohibited.
- Signage involving the use of neon or other such similar gases is prohibited. Wording on all signs in an exhibitor's booth will be of a nature so as not to be offensive or gaudy. Management has the right to order copy changes or the removal of such signage that fails to meet the guidelines.
- Booth representatives must be dressed in a professional and business like manner.
- Personnel recruitment displays of any nature shall not be permitted.
- Music and any other sound generating equipment must be operated at levels so as to not be disturbing to other exhibitors and show attendees.
- Excessive noise or activity obstructions will not be allowed during the show.
- Objectionable odours will not be allowed.
- Games of chance, lotteries, contest, and carnival type activities and other sideshow type events will not be permitted without prior written approval from show management.
- Demonstrations and all other sales activities must be confined to the limits of an exhibitor's booth. Distribution of samples, literature, and souvenirs will also be confined to the exhibitor's booth.

**11. SAFETY REGULATIONS:** The exhibitor assumes all responsibility for compliance with all ordinances, regulations and codes of duly authorized local, provincial and federal governing bodies concerning fire, safety, health and environmental requirements.

- Booth decorations must be flameproof.
- Hanging materials must clear the floor.
- Electrical wiring must conform to all National Electrical Code Safety Rules. Any exhibitor's failure or noncompliance on any mandated safety item will result in the need to dismantle that item and remove it from the premises at the exhibitor's expense.

**12. CONTRACTORS:** Contractors will be selected by management to provide services and equipment to exhibitors at the show site during set-up, show operations and dismantling.

**13. UNION LABOUR:** Exhibitors agree to abide by and comply with all rules and regulations concerning local unions having existing agreements with the show facility or with authorized contractors employed by management. Any dispute or disagreement between exhibitor and an official contractor, or between an exhibitor and tradespersons, must be referred to management for resolution which will be binding on all parties to the disagreement.

**14. EQUIPMENT AND MATERIAL REMOVAL:** In accepting these conditions, the exhibitor agrees to remove his or her exhibit equipment and materials (including fluids) from the show facility by the date and time listed in the Exhibitors Manual. Removal of material will be in compliance with all municipal, provincial and federal government regulations, as well as facilities and show management guidelines. Show management can provide a list of service companies to handle the removal of fluids, materials or any substances used during the show that may be required by law. The exhibitor assumes the sole risk and responsibility for removal of such materials.

**15. INSTALLATION, EXHIBITING, DISMANTLING:** Exhibitors may use their own hand-powered dollies but cannot use their own motorized moving equipment. Dates and times for installation, exhibiting and dismantling shall be those specified by show management. Exhibitor shall be liable for all storage and handling charges associated with the failure to comply within the time frames specified. Booths and exhibit materials must be fully set up prior to show opening on the first day and must not be dismantled or removed before the official show closing on the last day of the show.