

**November 2-4, 2023** The International Centre Mississauga, Canada

## **EXHIBIT SPACE APPLICATION**

**INSTRUCTIONS**: Enter your company's information in the fields below and sign. Return the completed application to <u>WMS@CorcExpo.com</u>. Applications received before November 1, 2022 require a 50% booth deposit. Applications submitted on or after November 1, 2022 must include full payment.

	configuration of the booth space requested:
COMPANY NAME – AS IT SHOULD APPEAR IN EXPO MATERIALS	1st Choice 2nd Choice
The KEY CONTACT listed below will receive ALL exhibitor	3rd Choice 4th Choice
communications:	Do you prefer location with an open corner? ☐ Yes ☐ No Will you have operating machinery? ☐ Yes ☐ No
KEY CONTACT PERSON	Prefer to be near (list companies):
KEY CONTACT PHONE NUMBER	Prefer to be away from (list companies):
KEY CONTACT EMAIL ADDRESS	<b>METHOD OF PAYMENT:</b> All checks should be payable to "Woodworking Machinery & Supply Expo"
COMPANY CONTACT INFORMATION to appear in meeting publications:	CCI Canada Inc., C/O TX4078C
	PO Box 4590-STN A
	Toronto, On M5W 7B1
STREET	Canada APPLICATIONS RECEIVED WITH OUT AN AUTHORIZED
CITY/STATE/ZIP	SIGNATURE AND/OR PAYMENT WILL NOT BE PROCESSED. If full payment is not received by due dates outlined in this contract, your signature authorizes CCI Media to charge the payments to your
PHONE NUMBER (IF DIFFERENT THAN ABOVE)	credit card on file.
WEBSITE	WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS GOVERNING THE EXPOSITION & WE ACKNOWLEDGE & ACCEPT ALL INDEMNITY, WAIVER & RELEASE PROVISIONS AS
EXHIBIT SPACE AND RATES	PRINTED ON THE REVERSE SIDE HEREOF AND WHICH ARE A PART OF THIS APPLICATION. ACCEPTANCE OF THIS
All prices are quoted in Canadian Dollars (CAD). A 13% Harmonia Sales Tax (HST) will be added to your total invoice.	APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT.
□ 0–399 square feet \$23.25 CAD per square foot	
	PRINT NAME

□ 400–799 square feet \$22.00 CAD per square foot

□ 800+ square feet \$20.50 CAD per square foot

\$125 CAD per each exposed corner (not applicable to island booths)

**CANCELLATION POLICY:** Payments are non-refundable and nontransferable. In the event of cancellation or downsize, the exhibitor must notify Show Management in writing. The exhibitor is responsible for the amount due at the time of cancellation per the payment policy noted on this signed contract.

WMS is entitled to retain all money paid at the time of downsize or cancellation and exhibitor is responsible for any balance dues during that period. No monies may be applied toward this year's or future year's advertising, sponsorships or WMS events.

AUTHORIZED SIGNATURE

DATE

By signing this contract, the exhibitor agrees to receive materials by email, fax, and U.S. Mail from WMS, CCI Media and its representatives and agents at the number(s)/address(es) provided on this form.

FOR OFFICE USE ONLY

**Booth Number:** 

Size:

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CCI Media, the Woodworking Machinery & Supply Expo, Corcoran Expositions, Inc., and their authorized representatives are hereinafter referred to as "Show Management."

1. Eligibility and Allotment of Space. Show Management has sole right to determine the eligibility of any company or product for inclusion in the exposition. Space allotments will be made by Show Management in keeping, if possible, with preferences and priorities of the exhibitor concerning location. Show Management, however, reserves the right to make reasonable shifts of booth locations.

2. Payment of Space. Applications submitted prior to November 1, 2022, must be accompanied by a 50% deposit payment. Applications received without such payment will not be processed nor will assignment be made. The balance of the space rental charge will become due and payable on August 1, 2023. Applications submitted after November 1, 2022, must be accompanied by payment IN FULL of the space rental charges. Applications received without such payment will not be processed nor will space assignments be made.

3. Cancellations and Refunds. Payments are non-refundable and nontransferable. In the event of cancellation or downsize, the exhibitor must notify Show Management in writing. The exhibitor is responsible for the amount due at the time of cancellation per the payment policy noted on this signed contract.

WMS is entitled to retain all money paid at the time of downsize or cancellation and exhibitor is responsible for any balance dues during that period. No monies may be applied toward this years or future year's advertising, sponsorships, or WMS events.

If Exhibitor cancels its participation after August 1, 2023 or fails for any reason whatsoever to utilize the exhibit space(s), such cancellation or failure to utilize space shall be considered a default on Exhibitor's part, and Exhibitor shall remain liable for, and shall pay to WMS, the total (100%) rental amount.

4. Subletting. The exhibitor agrees not to assign, sublet, or apportion space, or any part thereof allocated to such exhibitor without prior written permission of Show Management.

5. Limitation of Liability. All property of exhibitor is understood to remain under exhibitor's custody and control, in transit to or from or within the confines of the hall, subject to the rules and regulations of the exhibition. Exhibitors are required to carry a certificate of insurance for \$2,000,000 CAD Commercial General Liability extended to include: Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products and Completed Operations, Cross Liability Clause, and a Severability of Interest Clause; Tenant's Legal Liability of \$100,000 CAD; and CCI Media named as an Additional Insured.

Exhibitor agrees to make no claim for any reason whatsoever against Show Management or service contractor 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 Show Management; nor failure to hold the exposition as scheduled.

6. Exhibitors Authorized Representative. Each exhibitor must name one person to be his representative in connection with installation, operation, and removal of the company's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned, and orderly at all times. For their own safety and protection, individuals under twenty-one (21) years of age will not be admitted to the exhibit halls at any time.

7. Indemnification. Exhibitor agrees that it will indemnify and hold and save WMS and Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against WMS and Show Management on account of injury or damage to person or property to the extent that any such damage of injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any

law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder.

Such indemnification of WMS and Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of WMS and Show Management. Exhibitor covenants and agrees that in case WMS and Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon WMS and Show Management by virtue of any such litigation.

Property Damage. Neither WMS, Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and WMS, Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of WMS, Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space.

Exhibitor shall indemnify, defend, and hold harmless WMS, Show Management, the Convention Center and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

8. Installation and Removal. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the Show.

Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

The exhibitor agrees to remove his exhibit equipment and materials (including fluids) from the show building by the date advised by Show Management and such removal of materials will be in full compliance with any environmental and other pertinent requirements. If the exhibitor does not have an authorized disposal service company for the removal of fluids, materials and substances used during the show as may be required by local law, a list from Show Management may be obtained.

Such removal of materials will be at the sole risk of the exhibitor and in full compliance with any environmental requirements of any regulatory authority and as set out in paragraph 14 below.

9. Display Heights. Display heights must conform to published rules and regulations which will be forwarded to the exhibitor in the Exhibitor Manual approximately 4 months prior to the show.

10. Arrangement of Exhibits. Show Management shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by exhibitor and may require the replacing, rearrangement of redecorating of any item or booth without liability for costs that may accrue to the exhibitor as a result of the action. Plans for specially built displays in variance with regulations contained in the agreement must be submitted to Show Management for approval. Special pricing may apply.

Exposed parts of displays and/or equipment must be finished or covered in such a manner as not to be unsightly to exhibitors in adjoining booths.

11. Storage of Packing Crates and Boxes. Exhibitors will not be permitted to store packing crates and containers in their booths during the period of the show. Properly marked packing materials will be sorted and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify their crates.

12. Operations of Exhibits. Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the

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Exposition as a whole. This includes, but is not limited to, an exhibit, which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the Exposition as a whole. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion resulting from their booth activities.

Alcoholic Beverages. Alcoholic Beverages in the exhibition area are prohibited.

Signs & Illumination. Signs involving the use of neon or similar gases are prohibited. Electric flashing signs must be low intensity and require prior approval of the specifications of their use by Show

Management. Should the wording on any sign or area in the exhibitor's booth be deemed by Show Management to be contrary to the best interest of the show, exhibitor agrees to make such changes in wording as may be requested by Show Management.

Booth Personnel. Booth representatives must be dressed in a manner

deemed by Show Management to be in keeping with generally accepted standards of propriety.

Recruiting. Exhibitor shall not have in his booth any display or signs for purpose of recruiting employees.

Sound. Amplifiers and other sound generating equipment must be operated at levels which will not interfere with other exhibitors nor add unduly to the general acoustic discomfort.

Noise and Odors. No excessive noise or obstructive work will be permitted during operating hours of the exposition, nor will excessively noisy displays, nor exhibits generating objectionable odors be allowed.

Lotteries, Contests. The use of games of chance, lottery devices, musical instruments, carnival barkers and other sideshow practices is permitted only with written permission of Show Management.

Demonstrations, Souvenirs, Samples. All demonstrations and other sales activities must be confined to the limits of the booth. Distribution of samples, souvenirs, publications etc., is likewise limited to the booth confines.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless WMS, Show Management, and facility against cost, expense, or liability, including attorneys' fees, which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

13. Care of Premises. Exhibitor is liable for any damage caused to building, floors, walls, columns and to standard booth equipment or other exhibitor's property. Application of labels, tape, paint, lacquer, adhesives, or other coatings to building columns, floors and wall or to standard booth equipment is strictly prohibited.

## 14. Safety and Public Policy

Compliance. The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, provincial, and federal governing bodies concerning fire, safety and health and environmental requirements, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.

Inflammable Materials. All booth decorations must be flameproof, and all hangings must clear the floor.

Electrical Code. Electrical wiring must conform to the National Electrical code Safety Rules. If inspection indicates that exhibitor's display is not in compliance with these regulations, or otherwise constitutes a fire hazard, the right is reserved to cancel all or such part of the display that is irregular and effect the removal of same at exhibitor's expense.

15. Union Labor and Official Contractor. Show Management will select official contractors to provide certain services and equipment to exhibitors at the show site during installation, exposition, and dismantling. Exhibitors will be advised of these contractors, their services and rates in the official Exhibitors Manual issued by Show Management.

Exhibitor agrees to abide by and comply with rules and regulations concerning local unions having agreements with the show facility or with authorized contractors employed by Show Management. Any dispute or disagreement between exhibitor and official contractor or between exhibitor and a tradesman or union representative, will be referred to Show Management for resolution which will be binding on all parties to the disagreement.

16. Equipment Display. Used equipment is not eligible for exhibition display without prior written permission from Show Management. Show Management reserves its right to have such equipment removed from the show floor. Any removal costs are the responsibility of the exhibitor.

17. Other Regulations. These rules and regulations are part of the contract for space, which becomes effective upon the acknowledgment of the receipt of the Application for Exhibit Space and appropriate deposit. Show Manage-ment reserves the right to make such additional conditions, rules, and regulations as it deems necessary to ensure the success of the exhibit. All amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations.

18. Waiver, Assumption of Risk & Release. Show Management cannot prevent Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees from exposure to, contracting or spreading of COVID-19 or any other communicable disease while attending or exhibiting at the Show. It is not possible to prevent the presence of Covid-19 or other diseases. Therefore, if Exhibitor chooses to exhibit at and attend the Show it acknowledges and agrees that it may be exposing its agents, servants, employees, contractors, patrons, guests, licensees, and invitees to COVID-19 and/or increasing such party's risk of contracting or spreading COVID-19 or other communicable diseases. Exhibitor understands and acknowledges that contracting COVID-19 includes the risk of grave illness and injury, including, without limitation, death. Exhibitor hereby acknowledges and agrees that it has read and understands the above warning concerning COVID-19 and communicable diseases and hereby choose to accept the risk of contracting COVID-19 on behalf of itself and its agents, servants, employees, contractors, patrons, guests, licensees, and invitees in order to exhibit at and attend the Show. The value of exhibiting at the Show is such that Exhibitor accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the Show. Exhibitor hereby forever releases and waives its right to bring suit against Show Management and their respective owners, officers, directors, managers, officials, trustees, agents, employees, and other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease to Exhibitor or its agents, servants, employees, contractors, patrons, guests, licensees and invitees while attending or exhibiting at the Show. I understand that this waiver means Exhibitor gives up its right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and gives up any claim it may have to seek any damages whatsoever, whether known or unknown, foreseen, or unforeseen.