

APPENDIX A – POLICIES AND STANDARDS GOVERNING EXPOSITIONS

In this document, the term “Exhibitor” means the signatory of this application and includes all employees or agents of such, and the term “Show” means that exhibition/show described on the reverse hereof and the term “Management” means Informa Canada, Inc.

Amendment and Agreement to the Rules: Any matters not specifically covered within this contract shall be subject to the sole and absolute decision of Management. The Exhibitor and their employees agree to abide by the following rules and by any amendments that may be put into effect by Management. All amendments so made shall be binding on Exhibitor equally with the following conditions.

Principal Purpose: The “Principal Purpose” of the Show is to stimulate interest in and demand for industry products, in general. No Exhibitors shall engage in any activity inconsistent with the Principal Purpose.

Health & Safety

Age Restrictions: No one under the age of 16 will be permitted into the exhibit hall during move in & move out.

Occupational Health & Safety Compliance: Exhibitor will conduct all business at the Show in accordance to the Provincial Occupational Health & Safety Act outlined by the Ministry of Labour and accepts full responsibility for compliance with federal, provincial and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.

Insurance & Liability

Damage to Property: Exhibitor is solely liable for any damage caused by him/it or his/its representatives to building floors, walls, or columns, or to standard booth equipment or to the property of other Exhibitors. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.

Insurance and Liability: Commercial General Liability insurance is the responsibility of the Exhibitor naming **Informa Canada Inc.** and **Metropolitan Toronto Convention Centre Corporation** as additional insured with limits of liability of at least \$5,000,000.00, adequate coverage for their own personnel, exhibits and materials against all such hazards. Management assumes no risk, and by acceptance of this Agreement, the Exhibitor expressly releases Management of and from any and all liability for personal and property damages, loss of goods by fire, theft, damage or destruction and from any injury to himself or employees while in the Show quarters. The Exhibitor agrees to hold Management harmless for damage to Exhibitor from any cause whatsoever or from any action of any nature by Management, including damage to their business by reason of failure to provide space for their exhibit or, failure to hold the Show as scheduled, except as provided herein. The Exhibitor further agrees to indemnify and hold Management harmless from all liability arising from the acts of Exhibitor, its employees and agents. To assist Exhibitors who do not have the required coverage, Management has secured a Show package. Please see online exhibitor manual information for Show package details.

Floor Load. Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load of 300 lbs / sq. ft. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of their exhibit material in strict conformity with the maximum floor load specifications.

Inflammable Materials: No inflammable fluids, or materials of any nature, including decorative materials, use of which materials is prohibited by federal, provincial, or municipal fire regulations, may be used at the show.

Ladders & Rigging: When working higher than 12 ft., ladders must be tied off and appropriate rigging equipment worn. All safety equipment, materials and protective devices must be provided in good condition by Exhibitor.

Noise Levels: Maximum 80db. reading on the "A" scale of a sound level meter may be read at the aisle (s) space adjacent to their booth or measured at a neighbouring booth in an area bordering that of the sound equipment user. Management may require reduction of sound level or elimination. Such sound is in violation of these standards or otherwise objectionable.



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Personal Protective Equipment: CSA approved (or equivalent) steel toed boots/shoes must be worn during move-in and move-out. CSA approved (or equivalent) hard hats must be worn in booths where overhead work is being done. Other protective equipment (such as gloves, safety glasses, etc.) must be worn wherever exposure to injury is possible according to the OHSA.

General

Alcoholic Beverages: Outside alcohol in the Show area by Exhibitor is strictly prohibited.

Allocation of Space Contract: *A contract shall arise between Management and Exhibitor including these conditions which is subject to variation in space allotted.* The relationship of licensor and licensee shall immediately arise and continue between Management and Exhibitor in respect of the provision of booth space. In case of the non-payment of any sum due or any breach or non-observance of any of these conditions by Exhibitor, Management shall have full right to revoke Exhibitor's license to the provided booth space and to re-enter upon the allotted space and may remove and exclude Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against him and damages sustained by Management.

Booth Representatives: Exhibitor booth representatives shall be restricted to employees of exhibiting companies, or their representatives, and shall at all times wear "EXHIBITOR" badge identification furnished by Management. Management may limit the number of booth representatives at any time. All Exhibitor's company personnel other than those working in booth are to register as attendees at the Show.

Cancellation and Relocation Policy: Management shall in no event be required to make any rebate or refund to Exhibitor in connection with any cancellation of this Agreement. Management reserves the right to relocate Exhibitor in a space other than specified herein. A change in location or commitment shall not relieve Exhibitor of their obligations hereunder. Exhibitor is required to make full payment on all contracted booth space and cancellation of booth space does not relieve Exhibitor of their obligations.

Decoration: Management shall have full discretion and authority of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth which Management deems inconsistent with the Principal Purpose of the Show or inappropriate for any other reason and no liability shall attach to Management for costs that may devolve upon Exhibitor hereby.

Displays: Exhibitors with exhibit space 400 sq. ft. or larger must submit full details of booth layout including dimension to Management no later than one (1) month in advance of Show date in order to secure written approval prior to move-in. Exhibit space needs to be fully operational and staffed for full duration of Show hours. Please see online exhibitor manual for more detail.

Eligible Exhibits: Management has sole and absolute right to determine the eligibility of any company or product for inclusion in the Show.

Failure to Hold the Show: Should any contingency prevent holding of the Show, the Agreement shall terminate, and Exhibitor hereby waives any claim for damages or compensation and neither party shall have any further obligations as against the other, except that Management shall refund to Exhibitor the amounts paid under the Agreement, less a pro rata share of Management's actual expenses incurred in connection with the Show. Said pro rata share of Management's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to Exhibitor in relation to the number of square feet of floor space assigned to all other Exhibitors at the Show under similar contracts with Management.

Lighting and Electrical: Unless stated in the contract, all lighting, electrical wiring and outlets shall be at Exhibitor's sole cost and expense. All operating electrical equipment or apparatus used in, or exhibited for sale in Canada, must have C.S.A. or equivalent Ontario Hydro approval. Any electrical equipment that is being displayed or offered for sales must be certified by the Standards Council of Canada. Any exhibitors with unapproved equipment that they wish to display but not connect or provide electricity to must complete the applications for Permission to Show.

Obstruction of Aisles or Booths: Any demonstration or activity that results in excess obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by Management.



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Rejected displays: Exhibitor agrees that their exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein set forth. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his representatives, with or without giving cause. If cause is not given, Management's liability shall not exceed the return to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made and Management shall have no liability in respect of such ejection.

Removal of Exhibit: Exhibitor agrees that no displays may be dismantled or goods removed during the entire run of the Show but must remain intact until the closing hour of the last day. Exhibitor also agrees to remove the exhibit, equipment and appurtenances from the Show building by the end of the official move-out period, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred. Show Management reserves the right to remove, store or dispose of the exhibit as it sees fit without liability.

Signs, Sign Copy, Illumination: NEW FOR 2018 - Booths smaller than four hundred (400) square feet are NOT permitted to hang signs above their booth. Prior approval must be secured from show management no later than one (1) month prior to the show. Flags and balloons of any kind will NOT be permitted on the show floor. Electric flashers or signs involving the use of Neon or similar cases are prohibited. Should the wording on any sign or area in Exhibitor's booth be deemed by Management to be contrary in any way to the best interests of the Show, Exhibitor shall make such changes as are requested by Management. All signage copy and graphics including company name and logos must only be visible from within Exhibitor's booth space and cannot be displayed on the sides or back of the booth.

Sub-Licensing and Default in Occupancy: Exhibitor may not sublet his/its space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in their own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit, in their booth, non-exhibiting companies' representatives, unless approved in advance by Management. Exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, such space may be possessed by Management (without any costs therefore) and re-allocated or assigned for such purposes as it may, in its sole and absolute discretion, see fit.

Union Labour: The Show facility is not a unionized building which means the Show itself and Exhibitors are not required to use union labour. However, most of Management's official Show contractors and many of the local display fabricators and installation companies are unionized. In short, unionized and non-unionized labour work simultaneously on the Show floor. Management cannot and does not take any responsibility for interference with the Show caused by labour disputes involving individual Exhibitors.

Canadian Anti-Spam Legislation - Recently enacted Anti-Spam Legislation requires that we secure your express consent to allow third party vendors of event series to contact you directly via email in order to make arrangements for your participation at the Event. Such express consent will only allow these authorized service providers to contact you in connection with services related directly to your participation in this event. Receipt of your express consent to receive commercial electronic communications from these suppliers is a condition to Informa Canada accepting your Application. By **initialing below**, you are indicating that you consent to receive such commercial communications. You understand that your consent to receive such communications can be withdrawn at any time by indicating to the supplier your desire to be removed from the contact list.

Required Approvals

Admittance - Non-Show Hours: Booth representatives will be permitted to enter the Show two hours before the opening time on day 1 and one hour before the opening time on day 2 and 3. Exhibitors will be permitted to remain in the Show one hour after closing each night, with the exception of the final night at which point exhibitors are required to be off Show floor by 10:00pm. Exhibitors requiring additional time must secure written authorization from Management one month prior to the Show.



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Demonstrations: Exhibitors wishing to conduct demonstrations within their booth space must submit a proposal in writing to Management at least one month prior to the first day of move-in. Only those demonstrations that have been approved in writing by Management will be permitted to be conducted on the Show floor. Management shall be the sole arbiter of acceptability of demonstrations and may require the onsite modification or stoppage of any demonstration.

Floor Covering: Exhibitors must cover the entire floor space of their booth with carpet. Use of other material for floor covering (wood flooring, tile, etc.) must be approved by show management in writing no later than one (1) month prior to the show.

Notice of Project: Where an exhibitor expects to spend more than \$50,000 on material and labour to construct their booth they must file a "Notice of Project" with the Ministry of Labour before move-in. There is no cost to file the Notice of Project, however, if you do not file there could be a fine imposed on-site. Visit www.labour.gov.on.ca/english/hs/forms/index.php to complete the form online or request a paper version. Please contact the Ministry of Labour directly with any questions (416-235-5330). A copy of the completed Notice of Project must be posted in the exhibitor's booth during move-in and move-out.

Promotional Materials: Samples, souvenirs, publications, etc., may be distributed by Exhibitor only from within their contracted booth space. The distribution of any article that interferes with the activities in or obstructs access to neighbouring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or material made or processed or used by Exhibitor in or as the product or service he sells, may be distributed except by prior written permission of Management. No signs shall be displayed nor shall public announcements be made concerning sales, prices or conditions of sale unless prior written approval has been given by Management.

Promotions: Sales promotions and the operation of any recreational pastime by Exhibitors in conjunction with display must receive written approval from Management one month prior to Show. All promotions must comply with any existing government regulations.

Regulations Governing Displays: By signing this exhibitor contract you agree to the show's regulations governing displays. Any breach of the regulations may result in forfeiture from the show at the exhibitor's expense and/or may affect participation in future shows. The Buildings Show is a hard wall show. You must provide a back wall for your booth. If you have a common wall with another exhibitor (back wall/side wall), display material of any nature (including but not limited to signs, logos, show cases, display/storage cabinets, electrical fixtures, wires, conduits, etc.) must be placed at or below the maximum height not exceeding eight (8) feet from the building floor. Side walls (optional) must not exceed eight (8) feet in height for the first five (5) feet from the back wall and must drop down to four (4) feet for the remaining five (5) feet to the aisle. Back walls & side walls MUST be finished on both sides - so as not to be unsightly to exhibitors in adjoining booths. If such walls remain unfinished 3 hours prior to show opening, management shall have the right to authorize the official decorator to affect the necessary finishing at the exhibitor's sole cost and expense. Peninsula booths and island booths must also follow the show's booth regulations as found in the exhibitor manual. Booth regulations are firm unless otherwise authorized by management in writing no later than one (1) month prior to the show.

Exhibitors with exhibit space 400 square feet or larger MUST submit full details of booth layout including dimensions to show management for approval no later than one (1) month prior to the show. Exhibit space needs to be fully operational and staffed for the duration of the show hours. Please see exhibitor manual online or ask your sales director for more information.

Sales On Show Floor: Without prior written permission, retail sales, or the sale of any goods to be carried away, are prohibited on the show floor. There are no restrictions on taking of wholesale orders.