



2023 SPACE APPLICATION / CONTRACT
October 27th – 29th, 2023
The International Centre - Hall 5

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|---------------------------------|---------------------------|
| Exhibiting Company Name: | |
| Address: | |
| City / Prov. / State: | Postal / Zip Code: |
| Contact Name: | Title: |
| Cell Phone: | Email: |
| Website: | Instagram: |
| Facebook: | Twitter: |

Exhibit Description: Please supply a specific description of the products / services you wish to display in your booth. Only those items described and approved by Show Management will be permitted to be displayed at the show. (Submit photos if available)

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| We wish to rent _____ sq. ft. of BOOTH SPACE Rate: 1) Booked and Deposit Paid by June 30 th , 2023 (100-399 sq. ft.) at \$17.95 per square foot + 13% HST 2) Booked and Deposit Paid after June 30 th , 2023 (100-399 sq. ft.) at \$19.95 per square foot + 13% HST | We wish to rent _____ sq. ft. of BULK SPACE Rate: 1) Booked and Deposit Paid by June 30 th , 2023 (Min. 400 sq. ft.) at \$12.10 per square foot + 13% HST 2) Booked and Deposit Paid after June 30 th , 2023 (Min. 400 sq. ft.) at \$14.00 per square foot + 13% HST |
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PAYMENT TERMS

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| ALL CONTRACTS UNDER \$2,000.00 including applicable taxes must be paid in full at the time of application. | ALL CONTRACTS OVER \$2,000.00 please remit a deposit of \$2,000.00 + applicable taxes or 25% of the exhibit space costs + applicable taxes, whichever is greater, at the time of application. FULL AND FINAL PAYMENT DUE SEPTEMBER 25th, 2023 |
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We agree to pay the Canadian Ski Council (CSC) (the "Licensor") the appropriate space rate, plus HST. We have read and understand the Conditions of the Application/Contract on the reverse (or attachment if received via e-mail) and agree to abide by them. If this Application/Contract is faxed to CSC, we authorize the Licensor to take any and all steps in reliance on our faxed Application/Contract as though it were an original. By signing below, the undersigned (in both your personal capacity and where applicable, on behalf of the entity) agrees that verbal authorization may be obtained from you to charge the credit card tendered in respect of payment here under.

By signing up for the show, I understand that my contact information as listed above will be shared with the show's official suppliers for the sole purpose of contacting me regarding services for the show (e.g. electrical).

Exhibitor Authorized Signature: _____ **Date:** _____

METHOD OF PAYMENT

CREDIT CARD **EFT** **CHQ** (Please make cheques payable to Canadian Ski Council)

Card Number: _____ Expiry: _____ CVV: _____ Postal Code/ZIP: _____

Name on Card: _____ Pay Deposit Only Pay Full Amount

Signature: _____ Amount: \$ _____

*On acceptance of this contract by the Licensor, a signed copy of this contract and an invoice will be sent. **PLEASE SEE REVERSE FOR TERMS OF PAYMENT.***
THE MAXIMUM TRANSACTION PER SPACE THAT CAN BE PAID ON CREDIT CARD IS \$4,000.00
A 2.5% FEE WILL BE APPLIED TO ANY CREDIT CARD CHARGES OVER \$4,000.00

OFFICE USE ONLY

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|------------------------------|---|
| Customer Code: | (A) Dimensions Front: _____ x Depth _____ |
| Date Received: | (B) Dimensions Front: _____ x Depth _____ |
| Booth Space # Assigned (A): | (A) Sq. ft. _____ @ _____ \$ _____ |
| Booth Space # Assigned (B): | (B) Sq. ft. _____ @ _____ \$ _____ |
| Sales Person: | Subtotal: \$ _____ |
| Confirmation #: | Plus 13% HST: \$ _____ |
| Invoice #: | Total Cost: \$ _____ |
| Number of Badges: | Deposit Received: \$ _____ |
| Cheque #: | Final Balance Due: \$ _____ |
| Accepted by Show Management: | Date: _____ |

RULES AND REGULATIONS 2023 TORONTO SKI+SNOWBOARD SHOW

APPLICATION FOR SPACE - No right to allocation of space may be derived from the application. In special cases the organizers may decide not to confirm an application, to allocate less space than has been applied for, to alter allocated space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

RENT AND TERMS OF PAYMENT

- **Contracted amounts less than \$2,000.00 including applicable taxes are to be paid in full at the time of application.**
- **All contracts over \$2,000.00 please remit a deposit of \$2,000.00 plus applicable taxes or 25% of the exhibit space costs plus applicable taxes, whichever is greater, at the time of application.**
- **Balance payable is due thirty (30) days prior to the scheduled move-in date for all bulk exhibitors on September 25, 2023.**
- An applicant for exhibit space will not be allowed to move-in if the account is not paid in full. Payments will not be accepted at or during the show.
- Make cheques payable to Canadian Ski Council

Each exhibitor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to the licensed space. Without limiting the generality of the foregoing, the exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties and shall strictly confine all permitted activities to the licensed space. **In addition, use of the space shall be strictly restricted to the exhibitor and the exhibitor shall not assign, either in part or in whole, otherwise permit the participation of any third party in any of the activities, undertakings or displays in the licensed space, without the prior express written consent of the licensor.** In the event of the failure of the exhibitor to utilize all its space to the satisfaction of the Licensor, it may at any time after the opening hour of the Show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the benefit of the exhibition. The Licensor reserves the right to relocate contracted exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the exhibition. The use of said space shall be subject to the Rules and Regulations appearing in this contract and in the "Exhibitor Information Kit" and to all further rules and regulations now or hereafter adopted for the conduct of said Show, which are hereby, made a part of this agreement and to which the exhibitor agrees strictly to conform. The exhibitor further acknowledges that the Licensor is a party to an occupancy agreement pursuant to which the use and occupation of the building by the Licensor and all exhibitors is governed. The exhibitor agrees to be bound by the terms, conditions, rules and regulations set forth in such agreement.

CHARACTER OF EXHIBIT - The Licensor reserves the right, in its sole discretion, to decline, prohibit or remove any exhibit, exhibitor or proposed exhibit or exhibitor not approved of by it, and to permit only such matter and conduct as it shall approve. The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems, and all things which effect the character of the exhibition, and the exhibitor will not obstruct or hinder the Licensor in preventing or removing forthwith any matter, conduct or thing which it considers objectionable.

RISKS - All property used or exhibited is at the sole risk of the exhibitor, and the Licensor will not assume any responsibility for the safety of exhibits against theft, robbery, fire, accidents or for any matter or thing whatsoever, or for bodily injury or damage to property or persons caused by the operations of the exhibitor. The exhibitor understands and agrees that the Licensor shall assume no responsibility for representations or warranties given by the exhibitor to the public in regard to its products or services or for transactions or contracts between the exhibitor and the public, or for any losses or damages arising therefrom.

INSURANCE - **The exhibitor shall hold the Licensor harmless from any damage, expense or liability, to or in respect to any person, arising out of the exhibitor's occupancy of the said licensed space or anything or matter connected with such occupancy or the activities of the exhibitor, its servants, agents or employees in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere. All exhibitors must have General Commercial Liability insurance of a minimum of two million dollars prior to the show. The exhibitor shall add the Licensor (The Canadian Ski Council) as an additional insured.**

REMOVAL OF GOODS - Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the Show without prior written permission of the Licensor. **The exhibitor will cause all exhibits, equipment and products to be removed from the Show premises on the date and time specified as "Exhibit Removal Deadline" in the Exhibitor Information Package.** The Licensor shall be entitled to remove all exhibits, equipment and products of the exhibitor to any place of storage, and the exhibitor shall be liable for all additional charges or damages incurred by the Licensor for or by reason of all such property of the exhibitor left on the Show premises or other environs after such deadline.

PREVENTION OR INTERRUPTION OF USE OF PREMISES - The Licensor reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. In the event the Show is cancelled because of reasons beyond the control of the Licensor, space rental fees or deposits already made will be returned to exhibitors on a pro rata basis, after all related expenses incurred by the licensor through the date of cancellation have been met, and the Licensor shall be released from any and all claims for damage which might arise in consequence thereof.

LABOUR AGREEMENTS - The exhibitor agrees to observe all union contracts and labour relation agreements in force, agreements between the Licensor, official contractor service companies and the building in which the Show will take place and the labour laws of the jurisdiction in which the building is located.

CANCELLATION POLICY - No amount paid or payable by the exhibitor hereunder is refundable in the event the exhibitor does not use the reserved space. The Licensor shall have full power in the interpretation and enforcement of all Rules and Regulations whether contained herein or otherwise and the power to make such amendments thereto and such further rules and regulations governing participation in the Show as it shall consider necessary for the proper conduct of said Show. If the exhibitor fails to make any said payments at the time appointed therefore, all rights of the exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the Licensor as liquidated damages for the breach of this Agreement, and the Licensor may thereupon relicense said space. The Licensor may at any time that the exhibitor fails to pay any indebtedness owed by the exhibitor to Licensor, after demand, seize and sell any property of the exhibitor within the Show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness, together with its costs, without prejudice to any other rights of the Licensor, and the exhibitor shall be liable for any deficiency or loss suffered by the Licensor. This license may be terminated by the Licensor at any time on the breach of any of the terms or conditions hereof by the exhibitor, and thereupon all rights of the exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Licensor as liquidated damages for such breach, and the Licensor may thereupon relicense said space. Until this application is accepted by the Licensor, the exhibitor shall be entitled to the return of the rent paid, upon notice in writing to the Licensor.

GENERAL - In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, condition or rule is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision. The exhibitor hereby consents to the use of any pictures or other images by the Licensor in the subsequent promotion of this Show or any other show of the Licensor. There is no representation, warranty or condition made by binding upon the Licensor affecting the subject matter of this Agreement of the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Licensor. Nothing herein shall be construed as constituting the exhibitor and the Licensor partners, joint ventures or agents of one another. The exhibitor has read and understands the Rules and Regulations and understands that this application and the contract resulting from it will be subject to these Rules and Regulations. The Licensor reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract. This contract and any disputes that may arise herefrom shall be interpreted and governed in accordance with Ontario law. The parties hereby irrevocably attorney to the jurisdiction of the Courts of the Province of Ontario, it being the intention of the parties that all disputes shall be settled by the Courts of the Province of Ontario applying the laws.

COMPLIANCE WITH HEALTH AND SAFETY LAW - Exhibitors, their on-site staff and suppliers/contractors, shall comply with all show terms, rules and regulations, and with all pertinent and applicable laws, codes and regulations, Federal, Provincial, Municipal and local, including the Occupational Health & Safety Act, governed by the province of Ontario, which may affect the show space. It is also the sole responsibility of the exhibitor to ensure that all their on-site staff and suppliers/contractors are informed of and comply with all these terms at all times while on the show property. The exhibitor agrees to be liable for the actions of its on-site staff and suppliers/contractors. These terms and regulations will be enforced by both Show Management and Ministry of Labour. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CSC to terminate CSC obligations under this contract and remove, shut down or darken exhibitor's space. CSC's decision on all such matters shall be final. The exhibitor accepts full responsibility for its legal liability and any losses or fines incurred as a result of failure to comply with health and safety laws. If Show Management should be held liable for an exhibitor's action or failure to comply with its legal obligations, the exhibitor shall reimburse Show Management for all expenses incurred and hold Show Management harmless for any resulting liability.

FIRE & ELECTRICAL SAFETY - Exhibitors must comply with all facility and local Fire Code Regulations. Both decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all National, Provincial and Municipal government requirements and to the local provincial Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these terms, or otherwise incurs a fire or electrical hazard, Show Management reserves the right to cancel all or such part of the exhibit as may be out of compliance.

INJURY, LOSS, OR DAMAGE - Show Management will not be responsible for any injury, loss or damage that may occur to or be caused by the exhibitor to the exhibitor's employees, property, or to the facility from any cause whatsoever. Show Management will not be held liable for any injury, loss, or damage which is sustained by any person who may be on the premises leased or rented to the exhibitor, or watching, observing, or participating in any demonstration in the exhibitor's exhibit unless such injury, loss, or damage is caused by active negligence or a willful act of Show Management. If Show Management should be held liable for an exhibitor's action or failure to act in any manner whatsoever, the exhibitor shall reimburse Show Management for all expenses incurred and hold Show Management harmless for any resulting liability.

TERMINATION - The Exhibitor understands and agrees that the Canadian Ski Council will incur expenses in preparation for the Event. In the event that the Toronto Ski and Snowboard Show is cancelled for any reason, including, without limitation due to Covid-19 or other Force Majeure event, the Exhibitor will not be entitled to a full refund of its Deposit. Instead, at the Exhibitor's option, CSC shall (a) apply the entirety of the Exhibitor's Deposit to the 2024 Show, or (b) provide the Exhibitor with a partial refund based on the official date of cancellation, based on the following schedule:

- Cancellation 90 or more days in advance of the opening of the show: 90% refund
- Cancellation 60 to 89 days in advance of the opening of the show: 80% refund
- Cancellation 30 to 59 days in advance of the opening of the show: \$75% refund
- Cancellation less than 30 days in advance of the opening of the show or during show days: 60% refund