



April 3-5, 2020
 Canadian Warplane Heritage Museum
 Hamilton, Ontario

Exhibiting Company Name: _____ Contact Name: _____

Company Address: _____ City/ Postal _____

Company Phone #: () _____ / Fax: () _____ Website: _____

Contact Email: _____ Products or services to be displayed _____

I/We hereby apply for exhibit space in the **Spring Home & Garden Show presented by RE/MAX Escarpment & Niagara Realty, April 3-5, 2020**. If accepted, I/We hereby agree to abide by the show rules and regulations printed on the back of this form. I/We also agree to receive email updates and information about all upcoming Continuum Events.

Authorized Signature: _____ Date: _____

Exhibit Space Rates:

100-499	sq/ft	\$15.50 sq/ft
500+	sq/ft	\$8.25 sq/ft

Check box for same booth location as 2019:

New Booth # Requested: _____

Booth Size _____ x _____ = _____ sq.ft

@ Space Rate \$ _____ = \$ _____

+ Enhanced Web Listing @ \$95.00 = \$ _____ = \$ _____

HST @ 13% _____ = \$ _____

Total Investment = \$ _____

PAYMENT OPTIONS:

Cheque - payable to **Continuum Productions Inc**

Credit Card - **please circle** Visa MasterCard Amex

Card # _____ Expiry _____

Card Holder Name: _____

I authorize Continuum Productions Inc. to process the interim and final payments on the given credit card on the due dates listed above. A non-refundable deposit must accompany this Exhibit Space Agreement. All agreements submitted/received after March 6, 2020 must be forwarded with full payment.

Authorized Signature _____

PAYMENT SCHEDULE

10% Deposit due upon booking = \$ _____

30% Deposit due Oct 4, 2019 = \$ _____

30% Deposit due Dec 6, 2019 = \$ _____

30% Due March 6, 2020 = \$ _____

MAIL TO:

Continuum Productions Inc.
 3488 Trelawny Circle
 Mississauga, ON L5N 6N7

Cheques payable to: Continuum Productions Inc.

Fax to: (905) 824-9923 (Credit Card Deposits Only)

Phone: (905) 824-1060

FOR OFFICE USE ONLY: Date received: _____ Booth# _____

Booth Size _____ X _____ = _____ sq/ft @ Space Rate \$ _____ Space Amount \$ _____ +

Web _____ = Sub Total \$ _____ HST13% = _____ Total \$ _____

Salesperson: _____ Show Management Authorization _____ Date _____

1. EXHIBITOR CONVENANTS

- a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing the use of the facility and operation of the Show, (ii) abide by the rules and regulations of the City, Fire, & Police departments and of any other government or regulatory body having the authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection & protection of visitors to the Show.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Continuum Productions Inc. ("CPI"), including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitor agrees to observe, to extend applicable, all union contracts and labour relations agreements in force (i) between CPI and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales tax, of any nature of any kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies CPI that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of CPI is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of music, materials, devices, processes, and dramatic rights (the "Work") that is subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of CPI. The Exhibitor agrees to indemnify and save harmless CPI and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible by law) against any and all claims, losses, liabilities, and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible by law.
- g) The Exhibitor agrees to occupy the contracted exhibit space during all the Show hours and to sell, promote or advertise only the products and services described in this license agreement.

2. CONTINUUM PRODUCTIONS RIGHTS

- a) CPI reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which CPI considers objectionable, inappropriate, disruptive, or offensive to CPI, other Exhibitors or Show Visitors (Attendees); (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to CPI.
- b) CPI shall have the right to establish and amend or modify any regulations governing the use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of CPI, which permission may be withheld in CPI's sole discretion

4. IDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless CPI and the facility, their respective officers, directors, agents, representatives and employees against all claims, losses, liability damages (including legal fees and expenses) costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, CPI, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees for those for whom the Exhibitor is responsible in law.

5. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to CPI for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name CPI as loss insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of CPI, the Exhibitor shall provide CPI with a copy of such policy.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire,

accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against CPI, the Show sponsors or the facility in which the Show is held, for any loss, damage, or jury however caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

- c) Neither CPI nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor manual.
- b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by CPI.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to CPI no later than ninety (90) business days preceding the opening date of the Show. All deposits received by CPI up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies CPI less than ninety (90) business days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show, CPI reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from CPI.
- b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to CPI shall be deemed earned by CPI and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of the license agreement, CPI shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner that as CPI deems appropriate, including but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.
- c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling CPI to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of this license granted herein shall be without prejudice to CPI to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) CPI is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of CPI, including but not limited to, casualty, explosion, fire, lighting, flood, weather, epidemic, earthquake, or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout, or boycott, CPI will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

9. MISCELLANEOUS

- a) Waiver by CPI of any breach of any term or provision of this license agreement by the other Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$25 administrative fee will be charged to the exhibitor.