

# BUILDEX

EDMONTON

**MARCH 20 & 21, 2018**

EDMONTON EXPO CENTRE, NORTHLANDS

[www.buildexedmonton.com](http://www.buildexedmonton.com)

## 2018 Exhibit Space Contract

SCAN AND EMAIL TO: Michael Pelsoci

OR FAX TO: 604.631.2105

\* PCI COMPLIANCE REQUIRES THAT ANY CREDIT CARD INFORMATION MUST ONLY BE RECEIVED TO OUR SECURE FAX LINE 604.631.2105 OR MAILED CHEQUE TO THE ADDRESS BELOW. THANK YOU FOR YOUR CO-OPERATION.  
 \*\* IF THE SHOW CONTACT IS NOT RESPONSIBLE FOR THE OVERALL HEALTH AND SAFETY AT THE EVENT THEN PLEASE EMAIL THE CONTACT INFORMATION TO PAUL.MARYSCHAK@INFORMA.COM

### CONTACT INFORMATION

COMPANY NAME TO APPEAR IN SHOWGUIDE		CONTACT NAME & TITLE**	
ADDRESS			
CITY / PROVINCE	POSTAL CODE	WEBSITE	
TELEPHONE (INCLUDE AREA CODE)	FAX (INCLUDE AREA CODE)	EMAIL	
PRODUCTS / SERVICES TO BE DISPLAYED FOR CATEGORY LISTING			

### BOOTH / EXHIBIT OPTIONS

<b>BOOTH NUMBER REQUEST:</b> 1ST CHOICE _____ 2ND CHOICE _____ 3RD CHOICE _____ 4TH CHOICE _____			
<b>BOOTH SIZE:</b> <input type="checkbox"/> 10x10 – \$2200 <input type="checkbox"/> 10x20 – \$4400 <input type="checkbox"/> 20x20 – \$8800 <input type="checkbox"/> CUSTOM: _____			\$
<b>OPTIONAL</b>	<b>CORNER LOCATION:</b> <input type="checkbox"/> Yes – \$150 per (1) corner location		\$
<b>OPTIONAL</b>	<b>NEW / GREEN PRODUCT SHOWCASE IN SHOWGUIDE:</b> <input type="checkbox"/> Yes – \$325		\$
<b>OPTIONAL</b>	<b>SHOWGUIDE ADVERTISING:</b> <input type="checkbox"/> ¼ Page Ad – \$495 <input type="checkbox"/> ½ Page Ad – \$750 <input type="checkbox"/> Full Page Ad – \$995		\$
<b>OPTIONAL</b>	<b>SPONSORSHIP ADD-ON:</b>		\$
<b>YOUR EXHIBIT FEE INCLUDES:</b> Company listing in showguide, website listing in showguide, a link to your website from our event website, unlimited complimentary passes for marketing & six complimentary seminar passes. I understand that by signing below I am committing to reserve exhibit space at this event and will automatically receive information about the Informa services or events related to the event or service for which I am registering and other Informa events by fax, regular mail, email, phone (including pre-recorded phone messages that may include marketing content). <b>CANCELLATION &amp; RELOCATION POLICY:</b> An exhibitor may cancel this exhibit space agreement in writing, without penalty within 10 business days. After 10 business days, monies are due as per above payment terms and the exhibitor shall not be relieved of exhibit obligation. The Management shall in no event be required to make any rebate or refund to the Exhibitor in connection with any cancellation of this agreement. The Management reserves the right to relocate Exhibitor in space other than specified herein. A change in location shall not relieve the Exhibitor of their obligations hereunder.			<b>GST (5%)</b> \$
			<b>TOTAL COST</b> \$
AUTHORIZED SIGNATURE <b>X</b>	PRINT NAME	DATE	

By signing above, I agree with the Policies & Standards in Appendix A on pages 2 & 3.

### PAYMENT INFORMATION\*\*

<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMEX <input type="checkbox"/> WIRE TRANSFER <input type="checkbox"/> CHEQUE		A deposit of 20% is required to secure your exhibit space upon booking. 30% is due <b>August 16, 2017</b> . The final 50% is due <b>January 17, 2018</b> . Showguide Ads and New / Green Product Showcase will be charged in full. <b>Cheques payable to: Informa Canada Inc., Suite 510 – 1185 West Georgia St., Vancouver, BC V6E-4E6</b>	
NAME ON CARD	CARD NUMBER	EXPIRY DATE	
SIGNATURE	DATE SIGNED		

**DEPOSIT AT SIGNING AND PAYMENTS ON « AUG. 16, 2017 » AND « JAN. 17, 2018 » WILL BE DEBITED FROM ABOVE CARD**

## APPENDIX A – POLICIES & STANDARDS GOVERNING EXPOSITION

**1. Defined Terms.** The term "Show" means BUILD EX Edmonton 2018, currently scheduled to be held on March 20 & 21, 2018 (the "Show Dates") at the Edmonton Expo Centre (the "Exhibit Facility"). The Show is owned, produced and managed by Informa Exhibitions Inc. As used hereinafter, the term "Management" means, collectively, Informa Exhibitions Inc and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

**2. Contract Acceptance.** This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of Management. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

**3. Qualifications of Exhibitor.** Management, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Show. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for Design, Construction, & Property Management. Applicants who have not previously exhibited at the Show may be required to submit a description of the nature of their business and the items to be exhibited. Management reserves the right to restrict or remove any exhibit which Management, in its sole discretion, believes is objectionable or inappropriate.

**4. Sub-Leasing.** Exhibitor may not sub-let his space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his 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 his booth non-exhibiting companies' representatives. Rulings of the Management shall in all instances be final with regard to use of any exhibit space. The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of Management.

**5. Default in Occupancy.** Any 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 the Management and re-allocated or assigned for such purposes as it may see fit. All exhibits must be open and manned for business during the Show hours. Exhibitor may not dismantle the display until the Show is officially closed by Management.

**6. Cancellation of Show.** If Management cancels the Show due to circumstances beyond the reasonable control of Management (such as acts of God, acts of war, governmental emergency, labour strike or unavailability of the Exhibit Facility), Management shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Management, in full satisfaction of all liabilities of Management to Exhibitor. Management reserves the right to cancel, re-name or re-locate the Show or change the dates on which it is held. If Management changes the name of the Show, re-locates the Show to another venue within the same city, or changes the dates for the Show to dates that are not more than 30 days earlier or 30 days later than the dates on which the Show originally was scheduled to be held, no refund will be due to Exhibitor, but Management shall assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If Management elects to cancel the Show other than for a reason previously described in this paragraph, Management shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Management to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Show.

**7. Payments.** If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, Management may immediately terminate this Contract (and Exhibitor's participation in the Show) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. Management shall have no obligation to refund monies previously paid. Management reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Management. Management is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

\*WIRE/ACH: Management is not responsible for any losses suffered due to third party fraud or misdeemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into Management's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in Management's designated bank account, you should verify the authenticity of the change with Management. If Management does not receive payment by the established due dates Management may immediately terminate this Contract. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse Client, its employees and other representatives' entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.

**8. Cancellation by Exhibitor.** If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to Management with evidence of receipt. If such written notice is received within 10 business days of executing the Contract then no penalty will be assessed. After 10 business days, monies are due as per the payment terms and Exhibitor is liable for the obligation. If the cancellation occurs after 10 business days, Exhibitor will remain liable for 100% of the total exhibit fee, sponsorships and advertising. These amounts are considered to be liquidated and agreed upon damages, for the injuries Management will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause Management to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date Management receives the notice. Management reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location if it requests a downsizing of space.

**9. Insurance and Liability.** Exhibitor shall, at its own expense, secure and maintain at all times during the Show, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

(A) Workers' compensation and employer's liability insurance complying with the laws of the state in which the Show is being held;

(B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$5,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

(C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions Inc and each of its direct and indirect subsidiaries and (ii) the Venue. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Management, shall be promptly furnished to Management. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to Management. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

**10. Assumption of Risks.** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Management nor the Venue accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Management nor the Exhibit Venue, any and all risks, losses, damages and liabilities described in this paragraph.

**11. Indemnification.** Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Management), and hold Management and the Venue harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Show, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

**12. Limitation of Liability.** Under no circumstances shall Management or the Exhibit Facility Venue acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Management's maximum liability under any circumstance exceed the amount actually paid to Management by Exhibitor for exhibit space rental pursuant to this Contract. Management makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Show or regarding any other matters.

**13. Installation and Dismantling.** Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, Management shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to Management. All exhibits must remain intact until the Exhibition is officially closed.

**14. Damage to Venue.** The Exhibitor is liable for any damage caused by him or his representatives to the venue, booth equipment or to the property of other Exhibitors. The Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment. Exhibitor shall promptly pay for any and all damages to the Venue or associated facilities, booth equipment or the property of others caused by Exhibitor.

**15. Listings and Promotional Materials.** By exhibiting at the Show, Exhibitor grants to Management a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Show and to use such names in Management promotional materials. Management shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Management may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Show and use such photographs for any Management promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Show.

**16. Copyrighted Materials.** Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Show unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**17. Alcoholic Beverages.** The use of alcoholic beverages in the Show area by the Exhibitor is prohibited unless approved by show management during show hours and ordered through the facility.

**18. General Terms and Conditions.** Management has sole control over attendance policies. Except as expressly provided in this Contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the Contract, Management in its sole judgment may refuse to consider for participation in future Shows an Exhibitor who violates or fails to abide by Contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of Management.

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

**20. Decoration.** The 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, or redecoration of any item or of any booth which the Management deems inconsistent with the purpose of the Show or inappropriate for any other reason and no liability shall attach to the Management for costs that may devolve upon Exhibitor hereby. Side walls are discouraged. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished 3 hours prior to Show opening, the Management shall authorize the official decorator to effect the necessary finishing and exhibitor must pay all charges involved thereby.

**21. Occupational Health & Safety Compliance.** The Exhibitor agrees to conduct all business at the Show in accordance to the Provincial Occupational Health & Safety Act outlined by the Ministry of Labour. Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Venue (including any union labour work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits. Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Show. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Show. Exhibitor will not permit the delivery of merchandise at the Venue without the express permission of Management.

**22. Safety Devices.** The Exhibitor agrees to accept 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. Any electrical equipment that is being displayed or offered for sales must be certified by the Standards Council of Canada. Exhibitors with unapproved equipment that they wish to display but not connect or provide electricity to must complete the applications for Permission to Show.

**23. Flammable Materials.** No flammable 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 in any booth.

**24. Admittance During Non-Show Hours.** Booth representatives will be permitted to enter the Show ninety minutes (90) before the scheduled opening time each day of showing, and will not be permitted to remain in the Show after the closing hour each night, with the exception of the final night. Exhibitors requiring additional time must secure Management authorization one week prior to move-in.

**25. Contact and Updates.** Management will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Show via fax, mail, e-mail and/or SMS. Exhibitor acknowledges that Management shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by Management.

**26. Games of Chance, Lotteries, Draws & Competitions:** Sales promotions and the operation of any recreational pastime by the Exhibitors in conjunction with their display must receive written approval from Management one month prior to Show. There must be no obligation on the part of the prize—winners and they must not be required to place an order before collecting the prize offered. All such competitions must comply with any existing government regulations and must be able to be operated within the confines of your booth space and not block the common areas such as aisles.

**27. Demonstrations:** Exhibitors wishing to conduct demonstrations within their booth space must submit a proposal in writing to the Management at least one month prior to the first day of move-in. Depending on the nature of the demonstration the Management may be required to seek further approval from the Fire Marshall's Office and/or the Operations Manager of the Exhibit Facility. Only those demonstrations that have been approved in writing by the Management will be permitted to be conducted on the Show floor. The Management shall be the sole arbiter of acceptability of demonstrations and may require the onsite modification or stoppage of any demonstration.

**28. Regulations Governing Displays.** Display material of any nature (including but not limited to signs, logos, show cases, display or storage cabinets, electrical fixtures, wires, conduits, etc.) may be placed to a height not exceeding eight (8) feet from the building floor anywhere within an exhibit area for the first 5' from the back of the wall, unless authorized by the Management at least one month prior to move-in. Exhibitors with Exhibit space 400 sq ft or larger must submit full details of booth layout including dimension to Management two months prior to the show in order to secure written approval prior to move in.

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of Management and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of Management.

Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area.

Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. 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 the Management.

No signs shall be displayed nor shall public announcements be made concerning sales, prices or conditions of sale unless prior approval has been given by show management. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel must remain in their own booths. Booth representatives may not wear clothing that the Management deems scanty or excessively revealing.

Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. 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 his exhibit material in conformity with the maximum floor load specifications.

Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

**29. Rejected displays.** Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. 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, liability shall not exceed the return to the 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.

**30. Signs.** 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 the Management to be contrary in any way to the best interests of the Show, the Exhibitor shall make such changes as are requested by the Management. All signage copy and graphics including company name and logos must only be visible from within the exhibitor's booth space and cannot be displayed on the sides or back of the booth.

**31. Sound Amplifying, Reproducing Equipment:** Noise Levels for Operating Equipment. Exhibitors operating sound reproducing, sound amplifying equipment are required to operate same in such a manner that a 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. The Management shall be the sole arbiter of acceptability of sound levels and may require reduction of sound level or elimination of sound reproducing devices in those instances where in the judgment of the Management such sound is in violation of these standards or otherwise objectionable.

**32. Outside Exhibits/Hospitality Suites.** Exhibitor is prohibited, without express written approval from Management, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Show hours or when any Management-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through Management. If Exhibitor cancels or fails to occupy the exhibit space during official Show hours, Management reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

**33. Union Labour.** The Show Facility is not a unionized building which means the show itself and our exhibitors are not required to use union labour. However, most of our 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. The Management cannot take the responsibility for interference with the show caused by labour disputes involving individual exhibitors.

**34. Bankruptcy, Insolvency, etc.** If the Exhibitor should become bankrupt or insolvent or file any debtor's proceedings, or take or have taken against the Exhibitor in any Court a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee or if the Exhibitor makes an assignment for the benefit of creditors or petitions or enters into an arrangement or suffers this Contract to be taken under any writ of execution or attachment, or if, by law or otherwise, this Contract shall pass to or devolve upon one other than the Exhibitor, then, in any one or more such events, the Management reserves the right and option, at any time prior to the opening of the Show to cancel this Contract upon giving the Exhibitor a five day written notice; and in such the Management shall retain as and for liquidated damages the payments made by the Exhibitor hereunder.

**35. Contract and Amendment to the Rules.** The Exhibitor, for himself and his employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by the Management. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of the Management. These rules may be amended at any time by the Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations. Violation of this Contract or any rules and regulations governing the Show, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Show and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at the future Shows. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by Management in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Management of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

**36.** I consent to receive information from Informa, including details regarding this agreement.