



# APPLICATION TO EXHIBIT + CONTRACT

Please complete, sign & forward with 50 % deposit to:  
Executive Event Production Inc., 901 Station St  
Vancouver, BC V6A 4J8 OR Fax to: 604.689.8654  
P:604.689.8651 TF: 866.689.8652 E:info@westcoastchristmasshow.com

November 27 - 29, 2009  
TRADEX – Abbotsford, BC

Exhibiting Company Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
Prov \_\_\_\_\_ Postal Code \_\_\_\_\_ e-mail \_\_\_\_\_  
Ph (\_\_\_\_) \_\_\_\_\_ Fx (\_\_\_\_) \_\_\_\_\_ Web \_\_\_\_\_  
Exhibitor Contact Person \_\_\_\_\_

Products exhibited: \_\_\_\_\_

Please indicate your preferred choice of booth location. 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

### EXHIBIT SPACE FEES:

Deluxe 10ft x 5ft booth (inc. carpet, skirted table, chair) \_\_\_\_\_ x \$ 690/booth = \$ \_\_\_\_\_  
10 ft wide x 10 ft deep booth \_\_\_\_\_ x \$ 990/booth = \$ \_\_\_\_\_  
Deluxe 10ft x 10ft booth (inc. carpet, skirted table, chair) \_\_\_\_\_ x \$ 1,190/booth = \$ \_\_\_\_\_  
15 ft wide x 10 ft deep booth \_\_\_\_\_ x \$ 1,485/booth = \$ \_\_\_\_\_  
20 ft wide x 10 ft deep booth \_\_\_\_\_ x \$ 1,980/booth = \$ \_\_\_\_\_

Corner Fees (2 sides facing aisles) \_\_\_\_\_ x \$100/corner booth (\$50 for 10x5 booths) \$ \_\_\_\_\_

**Exhibitors Please Note:**  
Your exhibit décor must reflect  
the spirit of the Holiday Season

Net Total \$ \_\_\_\_\_  
5% GST \$ \_\_\_\_\_

**Total Payable \$ \_\_\_\_\_ x 50% = \$ \_\_\_\_\_ Deposit Due**

### PAYMENT METHOD

Check Enclosed, Payable to Executive Event Production **OR** Charge to  Visa  Master Card  
Card Number \_\_\_\_\_ Expiry Date \_\_\_\_\_  
Cardholder Name \_\_\_\_\_ Cardholder Signature \_\_\_\_\_  
Amount to charge now \$ \_\_\_\_\_ Charge Balance Oct 16, 2009 \$ \_\_\_\_\_

Given the agreement on this application and subject to the conditions expressed herein, the company listed on this document agrees to abide by the terms and conditions outlined on the reverse of this Application to Exhibit and Contract.

Authorized Agent's Name \_\_\_\_\_ Signature \_\_\_\_\_  
Title \_\_\_\_\_ Contact Phone \_\_\_\_\_

**Note** Incomplete applications or those without the accompanying deposit can not be processed.  
GST Registration No. RT 862746245

Accepted by Show Management: \_\_\_\_\_ Date: \_\_\_\_\_  
Booth Number(s) Assigned: \_\_\_\_\_ Payment Received: \$ \_\_\_\_\_

## **West Coast Christmas Show Terms & Conditions**

The company or individual named on the contract shall be referred to as the Exhibitor. Executive Event Production Inc. producers of the West Coast Christmas Show shall be referred to as Show Management. TRADEX shall be referred to as the Facility.

The exhibitor assumes all responsibility for its property, including any and all loss, theft, or damage to Exhibitor's displays, equipment and other property while on the premises of the Facility and hereby waives any demand or claim it may have against the Facility, Show Management, all service contractors, including its staff members and officers. All property will remain under the custody and control of the Exhibitor whether in transit to and from the Facility, or within the Facility or within the confines of its booth space. In addition the Exhibitor agrees to defend, if requested, indemnify and hold harmless Show Management, the Facility, all service contractors and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, claims, damages, suits, costs and expenses, including without limitation legal fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents. Exhibitors will carry Worker's Compensation Insurance in compliance with provincial laws covering all of the Exhibitor's employees, contractors or agents engaged in the performance of any work for the Exhibitor.

**1. Allocation of Space + Deadlines**

Applications will be processed on a first-come, first served basis. Whenever possible, space assignments will be made in keeping with exhibitor preferences. Show Management reserves the right to make final determination of space assignments. Failure to meet payment deadlines will forfeit first option on preferred space request. Relocation of exhibit space will be in the overall best interest of the show and is at the sole discretion of Show Management.

**2. Subletting of Space**

Exhibiting companies may only assign, sublet or share their exhibit space with another business or firm upon payment of a booth-sharing fee of \$150 (one hundred fifty dollars). Included in this fee will be 5 additional exhibitor badges and separate listing of the second company on the show website and show guide.

**3. Insurance + Liability**

Each Exhibitor shall carry liability coverage including premises, operations, contractual, personal injury and property damage liability. The Exhibitor is liable for any damage caused to the building or to standard booth equipment, or to other Exhibitors property.

**4. Exhibit Space Rental Payment + Cancellation Policy**

This application to Exhibit +Contract must be completed and returned with a 50% deposit. The balance owing is due Oct 16, 2009. Failure to meet this deadline waives the Exhibitors right to the contracted space and Show Management will not guarantee the availability of the location specified within the contract. Applications not accompanied by a 50 % deposit will not be processed. Applications submitted after Oct 16, 2009 must be accompanied by full payment. Exhibit space fees include draped back and sidewall of booth space. Cancellation of Exhibit Space must be received in writing by August 14, 2009 at which time all but 10% of the fees will be refunded. No cancellation of exhibit space will be accepted after August 14, 2009.

**5. Size & Structure + Appearance of Exhibit Space**

Exhibit space will be allocated in units as shown on the floor plan. Standard booths are 10 x 10 and are on cement floors. Construction of Exhibits shall comply with the exhibit booth regulations found in the Exhibitor Manual. Over height and Oversize exhibits must be pre-approved in writing by Show Management. No Exhibitor shall permit the exposure of any unfinished surface to neighbouring booths or visitors. Carpeting is mandatory and available for rent through Levy Show Services and is the responsibility of the Exhibitor. Exhibit space fees include draped back and sidewall. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. The exterior of any display structure facing a side aisle, or adjacent to exhibitors booth must be suitably decorated at the exhibitors expense. The Exhibitor must keep the Exhibit space in a clean and orderly state throughout the duration of the show. No cleaning services are included in the Exhibit space fee.

Storage of packing crates and materials is not permitted within the Exhibit space during the show. Storage areas will be provided for properly marked materials. It is the Exhibitor's responsibility to properly identify and mark its crates and then place in the storage areas. Exhibitors may utilize available space behind their drapes for storage, provided that they do not block access to power and plumbing hookups or infringe on Fire exits. Show management has the final approval on storage and may at its sole discretion designate certain areas behind the exhibit curtains as no storage areas in order to facilitate alternate use for that un-rented space.

**6. Conduct + Operation of Exhibit**

No exhibitor shall call or invite a visitor out of an exhibit that is not their own. Exhibitors must remain within their own exhibit space in demonstrating products, distributing literature, product samples or other materials. Other areas including the show floor, aisles and the Facility, both inside and on the exterior property, may not be used for these purposes. Exhibit personnel, including demonstrators, models, mascots and corporate characters are required to confine their activities within the exhibit space. Exhibit personnel, including demonstrators or models must be properly and modestly attired. Show Management retains the right to remove any Exhibitor personnel found to be conducting themselves in a manner deemed inappropriate.

The distribution of advertising or promotional material, which is deemed inappropriate for the show, is not permitted. Show Management will terminate any Exhibitor selling a product or service, which is deemed deceptive or objectionable. The Exhibiting Company must have an Exhibit representative present at all times within the booth during show hours. The Exhibit space must remain operational at all times during show hours.

Exhibitors shall not distribute materials, extend invitations, hold hospitality events, call meetings, or otherwise encourage absence of visitors from the show floor during the operating hours of the show.

Exhibit personnel will not be permitted to enter Tradex earlier than two hours before the scheduled opening time on show days and likewise will not be permitted to remain within Tradex more than one hour after closing hour each day with the exception of Sunday, November 29, 2009.

It may be necessary for neighbouring Exhibits or Show Management to access utility connections in an Exhibitor's booth. The Exhibitor agrees to permit such access, which may include the placement of piping, ramping, conduit, cable, etc.

Each Exhibitor is charged with the knowledge of all laws, ordinances and regulations pertaining to fire prevention, public safety, and health, including the health regulations, while participating in the West Coast Christmas Show. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor.

**7. Sound, Noise, Music, Lighting + Odors**

Videos related to an exhibitor's product will be permitted, provided the projection equipment and screen are located in the back third of the booth. Sound will be permitted only if the sound is not audible in the aisle or neighbouring booths. Sound systems, including microphones, will be permitted if not turned louder than conversational level AND if not objectionable to neighbouring exhibitors. Any exhibitor using music shall not violate any copyright, trademark, or other similar laws and shall comply with all copyright restrictions. No loud or obtrusive activities will be permitted during show hours. This includes the operations of any item, which may cause vibration, smoke, and excessive noise or produces objectionable odors.

Show Management reserves the right to limit or terminate the use of distracting light effects, including glaring lights.

**8. Exhibitor Badges**

Exhibitor badges will only be provided to persons named on the Exhibitor Name Badge Form. These passes are restricted to a maximum of 5 per 10' x 10' booth. Exhibitor Badges are for the sole use of persons staffing the Exhibitor's booth and will be required for entry via the Exhibitor's entrance. The clear view of the Exhibitor badge must not be obstructed.

**9. Sampling + Sale of Products**

Free samples are permitted for distribution to visitors. The selling of goods is permitted from within the exhibit space. All food vendors including exhibitors who are sampling food must apply for Temporary Health Permits through the Fraser Health Region Offices. Forms can be found on the TRADEX website.

**10. Official Show Guide**

Show Management assumes no responsibility for any errors or omissions within the Official Show Guide.

**11. Installing + Removing of Exhibit**

Exhibitors must adhere to the set up time as outlined in the Exhibitor Manual, unless prior arrangement has been made in writing with Show Management. All installations must be complete prior to show opening. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show hours without written consent from Show Management. No deliveries may be made during show hours. No exhibit shall be dismantled in any way prior to show closing. The deadline for removal of Exhibits is 11 PM on Sunday, November 29, 2009, unless special arrangements have been made with Show Management. In any event, all exhibitor displays or materials left on the show floor after 11 AM Monday, December 30, 2009 will be packed and shipped at the discretion of Tradex, and all charges applied to the Exhibitor, and without liability for loss, damage or theft.

**12. Failure to hold the Event**

If the show is interrupted or prevented from being held including but not limited to acts of God, strikes, lockouts or other labour or individual disturbances, riots, failure to secure materials or labour, fire, lightning, epidemic, tempest, flood, explosion, or any other causes, then Show Management shall in no way whatsoever be liable to the Exhibitor, other than to return such portion of any amounts paid, after deduction of such amounts as may be necessary, to cover all expenses incurred by Show Management in connection with the Show and / or promotion and publicity. If Show Management determines that the location of the Show should be changed or the dates of the Show postponed, no refund will be made but the Show Management shall assign to the Exhibitor, in lieu of the original space, such other spaces as the Show Management deems appropriate and the Exhibitor agrees to use such space under the same terms and conditions.

**13. Show Management's right to make changes**

Show Management reserves the right to make changes, amendments and additions to these rules and regulations at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors be advised of any such changes. Any matters not covered herein are subject to decision by Show Management.

**14. Applicable Law**

When signed by the parties, this application for space constitutes a binding contract enforceable under the laws of the Province of British Columbia. Should a court of competent jurisdiction herein find any provision invalid, such invalidation shall not affect the terms of this contract.