

CONTRACT FOR EXHIBIT SPACE

2023 CCMTA Annual Meeting • July 17-19, 2023 St. John's Convention Center • St. John's, Newfoundland and Labrador

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the Canadian Council of Motor Transport Administrators (hereinafter called "CCMTA") for exhibit space at the **2023 CCMTA Annual Meeting** on July 17-19, 2023, at the St. John's Convention Centre, in St. John's, Newfoundland & Labrador, (hereinafter called "Facility").

This contract is subject only to (1) the acceptance by counter signature of CCMTA show management; (2) the floor plan of exhibits; and (3) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by CCMTA Show Management on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon CCMTA. THE EXHIBITOR further agrees that if, in the opinion of CCMTA Show Management, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS

| EXHIBIT SPACE RENTAL FEE PER BOOTH: | | |
|-------------------------------------|-----------------------------------|----------------------|
| 10' x 10' STANDARD BOOTH | CCMTA ASSOCIATES/MEMBERS: \$1,700 | NON-MEMBERS: \$2,200 |
| 10' x 20' DOUBLE BOOTH | CCMTA ASSOCIATES/MEMBERS: \$3,400 | NON-MEMBERS: \$4,400 |

FEES: All exhibit space rental fees are subject to applicable taxes. Place of supply rules apply.

PAYMENT TERMS: Payment of the exhibit space rental fee is due upon application; failure to make payment by said payment date does not release the contractual or financial obligation on the part of the Exhibitor.

Payment can be by credit card, EFT, or company cheque. Please make checks payable to CCMTA. Sign and return contract and payment to the **Canadian Council of Motor Transport Administrators, 1111 Prince of Wales Drive, Suite 404, Ottawa, Ontario, Canada, K2C 3T2**. A copy of this contract will be returned to you upon acceptance.

VOLUNTARY CANCELLATION: The Exhibitor specifically recognizes and agrees that CCMTA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the credibility and costs associated with the inability to replace those canceling, advertising, redesigning of floor space, and the like. The Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate CCMTA for its losses and not constitute a penalty

should the exhibitor fail to provide timely written notice by email of cancellation of all or any part of its assigned booth space.

CANCELLATION DURING THE PERIOD OF ASSESSMENT:

| | |
|---|-------------|
| Prior to April 1, 2023 | 100% Refund |
| April 2 – April 15, 2023 | 50% Refund |
| April 16, 2023 or after | No Refund |
| An administrative fee of \$125 applies to all voluntary cancellations. | |

Cancellations will be accepted only in accordance with the above schedule. Failure to make full payment of exhibit space rental fee upon application, will subject Exhibitor to cancellation of contract by CCMTA, forfeiture of exhibit space rental. All cancellations and refunds must be requested by email to events@ccmta.ca.

EXHIBIT HOURS: Please refer to the 2023 Annual Meeting website for Exhibition Open hours; noting posted hours are subject to change.

ARRANGEMENT OF EXHIBITS: Standard Booth: 10' x 10' space with 8' rear draping, Double Booth: 10' x 20' space with 8' rear draping 3' side draping; Corner Booth 10' x 20' x 10' with 8' rear draping, and 3' side drape, Tabletop Booth: 8' table with 8' rear draping, and one ID sign are provided without charge. All other furnishings, carpeting, equipment, facilities, etc., will be

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provided by Exhibitor at their own expense and responsibility (they may at Exhibitor's discretion be obtained through official suppliers). Booth backgrounds are eight feet in height. In any portion of the booth, all parts of the exhibit shall be placed not to exceed the space provided. Any deviation must be submitted to CCMTA for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet or share the whole or any part of the booth space allotted.

REGISTRATION: The Exhibit Space Rental includes complimentary registration fees for an attendee(s) as outlined below.

| EXHIBIT SPACE RENTAL - PER BOOTH - COMPLIMENTARY REGISTRATIONS FEES: | |
|---|---|
| 10' x 10' BOOTH | One (1) complimentary attendee registration |
| 10' x 20' DOUBLE BOOTH | Two (2) complimentary attendee registrations |

The Exhibitor acknowledges and agrees that each booth attendant must register separately and pay the applicable registration fee required to attend the conference.

GENERAL RESTRICTIONS: Exhibitors are prohibited from using amplifying equipment that is objectionable to CCMTA. Exhibitors must confine their activities to their contracted space. Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths. Draping materials and other decorative materials must be flameproof and comply with all provincial/territorial and local regulations. CCMTA has the right to require the modification of any questionable exhibit. Exhibitors using music in their booth, either live or mechanical, must provide CCMTA with a copy of Exhibitors licensing agreement with SOCAN or other such licensing organization or must expressly warrant in writing to CCMTA that no such license is required. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold CCMTA harmless from any action brought against CCMTA by SOCAN or other licensing organization for the playing of such music. Exhibitors are prohibited from serving alcoholic beverages or any other food and beverages without written approval from CCMTA. Exhibitors holding hospitality functions for CCMTA Annual Meeting attendees must obtain clearance from CCMTA prior to announcement of such functions.

LIABILITIES: The Exhibitor agrees that CCMTA, its agents, and employees, the Facility, its agents and its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the

Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressing waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor will be required to provide a certificate of insurance to CCMTA. Exhibitor shall also indemnify and save and hold harmless CCMTA, Facility and the Facility's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents from and against any cost, expense, liability or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or its agents, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of CCMTA, or Facility. Such indemnification shall not be limited to insurance required herein. CCMTA, its agents and employees, will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority or any other act beyond the control of CCMTA, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall ensure their own exhibits and display materials. Exhibitors shall carry Commercial General Liability Insurance with a \$2,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a certificate of insurance in the amount above indicating that Canadian Council of Motor Transport Administrators has been added as an additional insured for the confirmed exhibition dates. CCMTA will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

CARTAGE, HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official show services contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official show services contractor and returned to the booth promptly at the end of the show as part of the handling contract. It is mandatory that move in/out are done through the loading docks only.

BOOTH FURNITURE, LABOR AND UTILITIES: Refer to the Exhibitor Service Guide for additional information and policies governing the exhibit hall. A schedule of prices and order forms

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for furniture rental, labor and other services will be sent to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors to ensure installation prior to show opening. The Exhibitor Service Guide to be provided once full payment is received.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits. No one under 18 will be permitted without an accompanying adult.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by CCMTA are hereby made an integral part of the Contract and of the agreement between Applicant and CCMTA for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

CODE OF CONDUCT: CCMTA is committed to providing a safe, welcoming, and productive environment for all meeting participants. All participants are expected to abide by this

Events Code of conduct while attending a CCMTA event. All participants must comply with the instructions of the host(s), moderator and CCMTA staff including methods for providing feedback and comment.

Participants of CCMTA meetings are expected to exercise consideration and respect at all times in speech and actions, providing a welcome, equitable and effective environment in which to participate.

CCMTA fosters a harassment free and inclusive environment that recognizes the inherent worth of every participant. Harassment, in any form, will not be tolerated. CCMTA reserves the right to limit attendance at any meeting as deemed necessary. We invite all those who participate to help us create a safe and positive experience for all participants

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

SPACE: The floor arrangement of space is shown by the exhibit space floorplan. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ACCEPTANCE AS BINDING CONTRACT: INVOICES SHOULD BE SENT TO:

| | |
|-----------------|------------------|
| Company | |
| Contact: | Title: |
| Address: | City: |
| Province/State: | Postal/Zip Code: |
| Telephone: | Cell: |
| Email: | |

Signature of Exhibitor Authorized Representative

Date

Signature of CCMTA Authorized Representative

Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of named Exhibitor.