

December 4 - 7, 2023, Niagara Falls
Niagara Falls Convention Centre
Exhibits: December 6 - 7, 2023

2023 CONTRACT

2022 EXHIBITOR LOYALTY SPECIAL

Company Name: _____
 Contact Name: _____ Email: _____
 Address: _____
 City: _____ Postal Code: _____ Province/ State: _____
 Phone: _____ Web site: _____
 PHTCC Membership #: _____ New Exhibitor: ☐
 Same booth as last year: ☐
 Booth Choice: 1. _____ 2. _____ 3. _____
 NOT Adjacent to: _____

BOOTH RATES:

BOOTH SPACE **Member/New Exhibitor**
 1 - 4 Booths: \$21.50 per sq.ft.
 5 or more Booth: \$21.00 per sq.ft.

BOOTH SPACE **Non-Member**
 1 - 4 Booths: \$29.50 per sq.ft.
 5 or more Booth: \$29.00 per sq.ft.

☐ Basic Booth Cost: _____ sq. ft. x \$ _____

☐ Corner Surcharge: \$100 per open corner
 TOTAL = \$ _____

TOTAL AMOUNT

Subtotal = \$ _____
 HST (13% of Subtotal) -
 (Applies for payments within Canada.) = \$ _____
 Total Amount = \$ _____

An invoice will be issued for your confirmation.

Please sign and return this completed application
 with your payment to:

Pool & Hot Tub Council of Canada
 5775 Atlantic Dr., Unit-17
 Mississauga, ON L4W 4P3
Email to: mette@poolcouncil.ca OR **Fax to:**
 905-670-3069

PAYMENT TERMS

50% Deposit due at time of booking
 Balance due October 6, 2023
 = \$ _____

PLEASE CHECK OFF ONE BOX ONLY:

- ☐ I hereby authorize your office to charge the final booth
 payment to the credit card listed above on October 6, 2023
- ☐ Please contact me for authorization for the final payment.

To pay on credit card, please provide the following:
 Card Type: _____
 Name: _____
 Card #: _____
 Expiry: _____ Security Code: _____

PLEASE NOTE A SURCHARGE OF 3% WILL BE ADDED TO ALL CREDIT CARD PAYMENTS.

- Booth must be paid in full by October 6, 2023, to be included in the Official Show Guide
- No Exhibitor will be allowed on the exhibitor floor unless the booth is paid in full before the show dates.
- The loading dock is: 3.81m wide X 4.33 m high OR 12.4671' wide x 14.2060'

This Exhibitor Application and Payment is based upon acceptance by the Pool & Hot Tub Council of Canada. Once accepted, this Application becomes a Contract, subject to the cancellation and other policies detailed on page two (2) of this contract.

Authorized Signature: _____

Date: _____

1. **CONTRACT:** This application for space when, and if, accepted by Management shall constitute a contract with the Exhibitor and in addition to its terms, shall include and incorporate Exhibitor's Rules and Regulations printed on this application, the tentative floor plan, which the parties acknowledge may be amended and modified by Management, and the Rules and Regulations which will be made available online.
2. **LICENSE AND TERM:** The license given hereunder shall be solely for the use and occupation of the space allocated to the Exhibitor hereunder and shall be for the period commencing at the appointed move-in time on December 4 & 5, 2023 and ending at 06:00 p.m. December 7, 2023. In accordance with the Exhibitor's Rules & Regulations, the Exhibitor shall be allowed access to the space allocated before and after the Exhibition to allow for the installation and removal of exhibits. Everything must be off the exhibit floor by 06:00 p.m. on December 7, 2023.
3. **LIABILITY INSURANCE:** The Exhibitor shall obtain and maintain, at its own expense, during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to the Pool & Hot Tub Council of Canada. The policy of insurance shall name the Pool & Hot Tub Council of Canada 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. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. The Exhibitor shall provide the Canadian Pool & Spa Conference & Expo with a copy of such policy when booking exhibit space.
4. **QUALIFICATIONS TO EXHIBIT:** All manufacturers, importers and distributors of pool, spa, backyard living and related products who conduct their business affairs in a manner consistent with the aims and the Code of Ethics of the Pool & Hot Tub Council of Canada shall be eligible to apply for exhibit space in the Canadian Pool & Spa Conference & Expo, subject to priority, first given to members of the Pool & Hot Tub Council of Canada. Management reserves the right to remove, decline or prohibit any exhibit or part of an exhibit, or proposed exhibit that, in its opinion, is not suitable to or in keeping with the character of the exhibition.
5. **LOCATION OF THE EXHIBIT:** Management reserves the right to relocate an exhibitor as it shall deem necessary to the proper conduct of the exhibition.
6. **SUB-LICENSE OF SPACE:** The Exhibitor shall not sub-license, transfer or apportion any part of its allotted space except as specifically approved by Management; shall not exhibit nor permit to be exhibited in its space any merchandise NOT part of its own regular products; and shall not exhibit any advertising material not directly pertaining to products exhibited.
7. **NON-DELIVERY OF THE BUILDING:** Management shall not be liable for failure to deliver the space in the event of the building becoming unavailable through fire, act of God, public enemy, strikes, the authority of law, terrorism or any other cause beyond its control.
8. **DAMAGES:** Management shall not be liable for any damages, whether direct, indirect, general, special, consequential or otherwise to the Exhibitor, its agents and employees or visitors to its exhibit whether occasioned by Management, its officers or employees, or by another Exhibitor.
9. **PAYMENTS AND REFUNDS:** Applications for space must be accompanied by full or 50% deposit of the total cost of the space. Applications will not be processed nor space assigned without such payment. "All outstanding balances for exhibit space are due on or before October 6, 2023. Any Application submitted after August 1, 2023 must be accompanied by payment in full for the total cost of the space. In the event an exhibitor, whose application has been accepted and paid, wishes to cancel for personal or company specific reasons **prior** to October 6, 2023, a refund of monies deposited less 50% will be made upon receipt of written cancellation.
10. **Force Majeure** If the Exhibition shall not be held due to circumstances as defined under "Force Majeure", neither party will be liable for failure or delay to perform obligations under this Agreement, which will have become practically impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of the postponement or cancellation of the Exhibition due to Force Majeure shall be given to the other party within a reasonable period of time prior to the scheduled event if possible. The parties hereby agree, when feasible, not to cancel but to reschedule the pertinent obligations and deliverables for mutually agreed dates after the force majeure condition ceases to exist. If canceled, the parties agree the license of the space to the Exhibitor shall be terminated, with repayment made to the Exhibitor limited to the amount received by Management from the Exhibitor for the license of the space. If the Exhibition is terminated "during" the license, the amount to be refunded shall be prorated based on the proportion of the term expired up to the termination.
11. **EXHIBIT SPACE RENTAL INCLUDES:**
 - Material handling (excluding uncrating and assembly).
 - Crate storage and return.
 - Drayage
 - Standard draped booth as described in Exhibitor Kit.
 - Aisle carpeting (Booth carpeting must be ordered from display contractor).
 - General exhibition security services.
 - An on-line Exhibitor's Kit including Booth Configurations &
 - Regulations, Operation Rules, show contractor information, order forms and general information. <http://www.poolandspaexpo.ca/exhibitor-resources/>
 - Listing in official program when booked before September 15, 2023
12. **EXHIBITOR'S INFORMATION AND SERVICE KIT:** Management will e-mail to each Exhibitor, the link to the on-line Exhibitor Manual, an information and Service Kit which shall contain a copy of the Operational Rules and shall provide complete shipping instructions, production information and order forms for all services needed during installation, show period, and removal from the Exhibition.
13. **CANCELLATION OF CONTRACT:** Management reserves the right to terminate this contract and to withhold from the Exhibitor possession of the exhibit space if: (a) the Exhibitor fails to pay all space rental charges by deadlines specified in Section (9) above; or (b) the Exhibitor fails to perform any terms and conditions of the contract.
- 14a. **USE OF SPACE & RESTRICTIONS:** No exhibit will be permitted which interferes with the exhibits of other exhibitors or obstructs the visibility of other exhibits. Exhibits must be confined to the exact space allocated and where an exhibitor's display is built beyond limitations set forth in the Exhibitor's manual.
- 14b. Management may require Exhibitors to make such alterations to their displays as it deems necessary to the proper conduct of the exhibition and upon failure to comply, may order the immediate removal of the entire exhibit without compensation and at the Exhibitor's expense.
15. **INTERPREATION OF REGULATIONS:** Management has the right to make such changes, amendments and additions to these Exhibitors' Rules and Regulations, as it shall deem necessary to the proper conduct of the Exhibition and thereupon the Exhibitors' Rules and Regulations and the Operational Rules shall rest with Management and its decision shall be final.