



CRA Atlantic Regional Trade Show Exhibit Space Contract

Casino NB – Moncton, NB

February 9th, 2019

Please confirm the requested space for the following company. It is understood that this application becomes a contract only when signed on behalf of CRA. We understand that we will be placed in the area of the floor as appropriate to our products. We, including our exhibitor-appointed contractors, agree to abide by the **Exhibitor Contract (Terms & Conditions)** governing **Canadian Rental Association Trade Shows**.

Company Name _____ Contact Person _____
 Address _____ Contact Mailing Address _____
If different than company address.
 City/Prov/PC _____ Contact Telephone _____
 Telephone _____ Signature _____
 Toll-Free Phone _____ Website _____
 Fax Number _____ Email Address _____

Email address used for delivery of exhibit information; not published.

Booth Captain Contact Name _____ Email _____ Phone _____

SPACE/LOCATION REQUEST

Department Requested (based on product displayed): Construction/Industrial General Tool/Light Construction Party/Special Event

Size/Booth Type Requested (10-ft. by 10-ft. min.)

Standard _____ ft. x _____ ft. Corner _____ ft. x _____ ft. Peninsula _____ ft. x _____ ft. Island _____ ft. x _____ ft.

Booth Choices* 1) _____ 2) _____ 3) _____ 4) _____ 5) _____ 6) _____

CRA does not guarantee assignment of choices listed.

Competitors (list any companies you prefer not be located in adjacent booths)

Description of Products to be Displayed – **Must Be Completed!** (25 words or less)

COST OF BOOTH SPACE

\$450 per 10' x 10' booth (plus GST)

THIS AGREEMENT MUST BE ACCOMPANIED BY A DEPOSIT OF 15 PERCENT OF THE TOTAL COST OF SPACE RESERVED.

- **Deposit received within 30 days following the 2018 Show will provide confirmation of current or future booth space. All exhibit spaces without contract will be released on March 9th, 2018.**
- Deposit (15 percent) is nonrefundable after Sept. 9th, 2018.
- All outstanding balances for exhibit space due **Oct. 9th, 2018**.
- Payable in CAD funds by cheque, money order or credit card.
- All contracts received after **October 9th, 2018**, must be accompanied by full payment for space reserved.
- Exhibit Space contracts with unpaid balances on **Nov. 9th, 2018**, may be canceled by CRA with no refund due.
- Booth space canceled (in whole or in part) after Sept. 9th, 2018, but before **Nov. 9th**, will be assessed a fee of 15 percent of the cost of such canceled booth space. No refunds will be made for canceled booth space (in whole or in part) after **Nov. 9th, 2018**.

Total # of Booths Reserved _____
 Total Cost of Space \$ _____
 15 Percent Deposit Enclosed \$ _____

I authorize CRA to charge the remainder of the balance to the listed credit card on October 9th, 2018.

Signature: _____

METHOD OF PAYMENT

Cheque

Cheque/Card # _____ Exp. Date _____ Signature _____

Credit Card Billing Address: _____ City: _____ Prov: _____ PC: _____

(For CRA Office Use Only)

Date Received: _____ Deposit Amount: \$ _____ Balance Due: \$ _____
 Company ID: _____ Booth Assigned _____ Accepted by CRA _____
Nathalie McGregor, Managing Director

EXHIBITOR CONTRACT Terms & Conditions

CANADIAN RENTAL ASSOCIATION

The agreement is made between the CANADIAN RENTAL ASSOCIATION, ASSOCIATION CANADIENNE DE LOCATION, and the exhibitor duly signed on the reverse side, for exhibit space in any sponsored CRA Trade Show.

CRA RENTAL EQUIPMENT SHOW GENERAL RULES AND REGULATIONS

All exhibiting companies agree that they and their employees will abide by these rules and any additions and/or amendments, which the CANADIAN RENTAL ASSOCIATION shall put into effect, and that they shall remain as exhibitors from time to time, solely on their strict compliance with these rules. They have been formulated in the best interest and for the protection of the exhibitors as well as the CANADIAN RENTAL ASSOCIATION and its representatives. In any interpretation of the rules, the judgment of the CANADIAN RENTAL ASSOCIATION shall be final, and any matters not covered are subject to the decision of the CANADIAN RENTAL ASSOCIATION.

This agreement shall in all respects be interpreted, construed and governed by the laws of the said province and witness whereof, the parties have signed this agreement in triplicate.

- 1. CANCELLATION BY EXHIBITOR:** Cancellation of booth space must be in writing and received 45 days prior to the trade show date. 50% of booth cost will be refunded if the booth space is re-sold.
- 2. FORCE MAJEURE:** In case of cancellation of the Exhibition or unavailability of the Exhibit space for the specified uses due to war, government action or order, act of God, fire, strike, labour disputes, or any other causes beyond the Association's control, this agreement shall terminate and the Exhibitor shall be entitled to the return of the Rental Fee for the exhibit space, less the pro rate share allocable to the exhibit space of the expenses incurred by CRA in connection with the Exhibitor. In case of cancellation by CRA for any reason, or a change in the place or date of the Exhibition which is unsatisfactory to the Exhibitor, the Exhibitor shall be entitled to return of sums paid for the exhibit space. Refund of the Rental Fees, as provided in this section, shall be the exclusive remedy of the Exhibitor against CRA in the event the Exhibition is cancelled or rescheduled or the exhibit space is unavailable for use.
- 3. NON-WAIVER:** No waiver or any breach of this contract shall be held to be a waiver of any other or subsequent breach.
- 4. SUCCESSORS IN INTEREST:** This agreement shall bind the respective parties and their successors in interest.
- 5. GOVERNING LAW:** This agreement shall in all respects be governed by the local laws.
- 6. HOSPITALITY SUITES:** Hospitality suites allocated with consent of the CRA only. Hospitality suites must be closed during exhibit hours.
- 7. LOCATION AND ASSIGNMENT OF SPACE:** All exhibits will be located in the designated facility. Exhibits may NOT be located outside the exhibit floor of the building nor in parking areas in or surrounding the building without CRA consent. Dimensions of all booths shown on the exhibit diagram are believed to be accurate, but are only warranted to be approximate. CRA reserves the right to make such modifications as may be necessary to adjust the floor plan to meet the needs of exhibitors and the Rental Equipment Show. The Tradeshow Manager of the CANADIAN RENTAL ASSOCIATION has allocated exhibit space to exhibitors on a fair and equitable basis.
- 8. MOVE-IN:** The Association will not allow the exhibitor to move in and set up unless they have PAID IN FULL the mutually agreed total amount owing for the exhibit. The exhibitor must complete and sign the contract agreement on the reverse side before the booth is opened. If a payment problem should arise the Association may retain, as security, booth contents of the Exhibitor in question until the matter is resolved. All product equipment and promotional items must be placed in the booth One hour before end time of the move-in time as indicated on the exhibitor package.
- 9. MOVE-OUT:** At the close of the exhibition, the exhibitor shall by 12:00 midnight of that day, unless such time is extended, remove the exhibit and all other goods and property brought upon the premises by the exhibitor and leave the space occupied by the exhibitor clean and free from all rubbish. Cleaning charges will be assessed the exhibitor if the booth area they occupied required cleaning services.
- 10. ASSIGNMENT, SUBLETTING OF SPACE:** No exhibitor shall assign, sublet or share the space allotted without the knowledge and consent of CRA. No products, parts, accessories, or other goods, souvenirs, catalogs, etc, bearing names or other forms of advertising other than that of the exhibitor may be displayed. Exhibitors may not display any rebuilt or reconditioned machinery or equipment. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area.
- 11. USE OF SPACE:** CRA reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any reason become objectionable and also to prohibit or to evict any exhibit which, in the opinion of CRA may detract from the general character of the rental equipment show as a whole. All demonstrations or other promotional activities must be confined within the limits of the exhibit booth. Demonstrators or activities that cause annoyance to neighboring exhibitors such as flashing lights or noise, or result in obstruction of aisles or prevent ready access to a nearby exhibitor's booth will NOT be allowed. Exhibitors must take every reasonable precaution to minimize the noise of demonstrations or of operating sound devices, sound films, cutaway models etc. Exhibitors shall distribute printed matters, souvenirs or other articles only within the exhibit space. Throwing of souvenirs, loud shouting and making of any unnecessary noises to attract attention will not be permitted. Balloons used as part of an exhibit must be removed entirely before vacating the exhibit space. Singers are prohibited. Models or other entertainers will not be permitted to wear attire other than that which conforms to normal business or daytime social standard. CRA reserves the right of approval of said model and their attire, as well as the attire of other booth personnel.
- 12. EXHIBIT CONSTRUCTION AND ARRANGEMENT LIMITATIONS:** Exhibit background in all areas except island spaces cannot exceed 8 feet in height including a company name or other advertising. All display fixtures exceeding 4 feet in height and within 10 lineal feet of an adjoining booth or cross aisle must be confined within the rear half of the booth area. On island of peninsula spaces (space surrounded by aisles on three or four sides and 20' X 20' or larger) exhibit height construction is unlimited to facilitate the construction of open-type exhibits. However, only firm name or logo may appear above 10-foot height and in peninsula spaces no copy is allowed on the side facing adjoining booths, and that side must be finished. All display fixtures exceeding 4 feet in height and placed within 10 lineal feet of a neighboring exhibit or cross aisle must be a foot in from the numbered aisle. If a ceiling or two-storey exhibit is used over the entire island space, narrow supporting columns will be allowed in the corners at the cross aisles. Nothing will be allowed to be suspended from the ceiling of the exhibit area. Plans for island type exhibits or exhibits not conforming with the above must be approved by CRA at least TWO months prior to the opening of the show.

Height limitations do not apply to equipment manufactured in the normal course of business by the exhibitors, and displayed in its normal operating position. However, such equipment must remain completely within the confines of the exhibit space. CRA reserves the right to have any such finishing done to any exhibit which does not lend itself to an attractive appearance, such as unfinished sides or end panels. Such expense incurred will be at the Exhibitor's expense.
- 13. AUTHORIZED AGENTS:** The exhibitor, whose authorized signature is on the reverse side, will act as the full authority to represent the Exhibitor in the business with the CANADIAN RENTAL ASSOCIATION during the term of the contract or this same exhibitor will have an appointed agent or agents with full authority to represent the Exhibitor. He will be responsible for service pertaining to receipt of material, set up the exhibit, dismantling and shipping instructions, for the duration of the Show and shall be given full power of the preparation, conduct and removal of the exhibit and shall work with the Exhibition Manager and staff to carry out all Rules and Regulations of the show and to conduct the exhibit in a businesslike manner.
- 14. RECEIPT OF GOODS:** Goods will not be received unless plainly marked with all charges prepaid. All exhibits must be ready at least one hour before the show opens. CRA will not allow any move-in exhibits during Show Hours.
- 15. INSTALLATION OF EXHIBITS:** all exhibits will be installed at agreed times. All booths must be open and staffed during the exhibit hours agreed upon. The display area will be open to exhibitor personnel at designated times. All exhibits must be in place at least one hour before the exhibition opens.
- 16. DISMANTLING AND REMOVAL OF EXHIBITS AND PRODUCTS:** No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the show. Products on display or other items awarded as prizes or given away are not allowed to be carried out of the exhibit area until after the official closing of the show. To the exception of small door prizes.
- 17. EXHIBITOR REGISTRATION:** Registration for exhibitors will be in the Exhibit Area. Badges must be worn in order to gain admission to the display area. Only authorized exhibitor personnel, service personnel and CRA members and guests will be allowed in the exhibit area. Registration fees are set according to the policy of CRA and fees are outlined on the Personnel Registration form. All personnel must be registered by the authorized exhibitor manager. Use of an exhibitor badge by anyone other than the person named thereof is expressly prohibited. Any violations will result in the automatic removal of the exhibitor badge. Exhibitors witnessing such violations are urged to report said violation to CRA. Since the show is restricted to CRA registered attendees and exhibit personnel only, outside guests are not permitted to attend unless registered. Only firms with duly authorized exhibit space will be allowed exhibitor badges. Exhibitors will not be permitted to have non-registered guests view their exhibit. An exhibitor can purchase guest passes for any persons he wants to view their exhibit. The cost of guest passes is at the discretion of the CRA.
- 18. BOOTH PERSONNEL: Name badges for admission to the exhibition hall and all activities will be issued according to the following policy:**
 - a. One Booth: maximum 4 personnel
 - b. Two Booths: Maximum 6 personnel
 - c. Three/Five Booths: Maximum 8 personnel
 - d. Six/More Booths: Maximum 10 personnel

A charge of \$10.00 will be assessed for exhibitors who request badges over this maximum allowed.
A charge of \$10.00 will be assessed for all badges made on-site (plus GST)
- 19. CARE OF BUILDING, EQUIPMENT & EXHIBITS:** Exhibitors must not deface the walls of floors of the building, the booths, or the equipment of the booths. No nails or tacks can be driven in the building walls, floor or columns and equipment must be self-supporting. The exhibitor shall indemnify CRA for all claims for damage to exhibit space and exhibit premises caused or contributed to by his employees, representatives and guests. When such damage to the building appears, the Exhibitor is liable to the owner of the property so damaged.

All materials used to decoration must be flame proofed. Paper decorations, cut evergreens or branches are not permitted.

CRA will sweep and clean the aisles, but the Exhibitors must, at their own expenses, keep their exhibit space cleaned and their exhibits dusted and in good order. A cleaning charge will be assessed the exhibitor if booth requires cleaning services.
- 20. LIABILITY AND INSURANCE:** Neither CRA or the exhibition Centre, nor their representatives, nor any members of the committee will be held responsible for any injury, loss or damage that may occur to the exhibitor, or to the exhibitor's employees or property from any cause whatsoever. It is the exhibitor's responsibility to protect machinery and exhibits so that no injury will result to the public, visitors, guests or persons or property. All property of the exhibitor is understood to remain in the exhibitor's care, custody and control in transit to, from or within the confines of the exhibit hall subject to the Rules and Regulations. The exhibitor, signing the contract, expressly releases, holds, keeps and saves harmless and indemnifies the foregoing named organization and committee and individuals from all claims for such loss, damage or injury. Exhibitors are advised to carry insurance to cover any of the above.
- 21. SECURITY:** CRA will provide necessary watchmen for the building during the hours the show is closed. CRA shall take all proper and reasonable care to see that the exhibit is not destroyed or damaged through any cause within its control, but it does not insure the safety of said exhibit and is required to use only such reasonable care as it deems necessary through the employing of watchmen and other such precautions as a prudent businessman in the protection of his own property.
- 22. BOOTH SERVICES:** The price in this contract includes standard backdrop and side railings furnished by the contracted decorator. No front railing will be installed, all other services required such as electricity, furnitures, etc. must be arranged through the official decorator. All local ordinances, codes and union contracts must be complied with and are the sole responsibility of the Exhibitor.
- 23. EXHIBITOR'S LITERATURE:** any literature, commercial in nature, which pertains to the convention activities of the CRA e.g. show directory, show guide, etc may not be distributed at any trade show without the approval of the Managing Director of the CANADIAN RENTAL ASSOCIATION.
- 24. LIQUOR, WINE, BEER:** No alcoholic beverages will be permitted in the exhibit area unless sold by a licensed vendor. No outside alcohol will be permitted.

