

EARLY BIRD REQUEST FOR EXHIBIT SPACE 2011

Canada Blooms
THE FLOWER & GARDEN FESTIVAL

CANADA BLOOMS - THE FLOWER AND GARDEN FESTIVAL

MARCH 16 - 20, 2011

DIRECT ENERGY CENTRE

100 Prince's Blvd. Toronto, ON M6K 3C3

EARLY BIRD OFFER EXPIRES

SEPTEMBER 30, 2010

COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
CITY: _____ **PROV./STATE:** _____ **POSTAL/ZIP:** _____ **COUNTRY:** _____
TELEPHONE: _____ **FAX:** _____ **CELL:** _____
E-MAIL: _____ **WEB ADDRESS:** _____

FOR THE CANADA BLOOMS SHOWGUIDE: Please list our company name under the letter " _____ "

BOOTH NUMBER PREFERENCE: 1st _____ 2nd _____ 3rd _____

BOOTH DIMENSIONS: _____ feet x _____ feet = _____ sq.ft.*

(Please note that peninsula booths (open on three sides) must be 20' x 20' or greater).

PRODUCT CATEGORIES:

We will have the following products/services on display:

- Art/Artisan
- Books & Magazines
- Clothing
- Florist
- Garden Centre
- Green Products
- Garden Tools & Equipment
- Garden Travel
- Home & Garden Furnishings / Decor
- Jewelry
- Landscape Designer / Builder
- Not-for-Profit Organization
- Ponds, Fountains, Irrigation
- Vegetable Gardening

SAMPLING PROGRAMMES

- Dips
- Drinks
- Food
- Product: _____

BOOTH PAYMENT CALCULATIONS: (Early Bird offer expires September 30, 2010)

10' x 10' or larger:

Booth Cost: _____ sq.ft.* x \$17.50 per square foot = \$ _____

5' x 10' Booths:

Booth Cost: \$1,100 each x _____ quantity = \$ _____

Not-for-Profit Booths:

Booth Cost: \$400 each x _____ quantity = \$ _____

Corner Premium:

Corner Cost: \$175 per corner x _____ quantity = \$ _____

SUB TOTAL = \$ _____

13% HST = \$ _____

TOTAL BOOTH COST (in Canadian dollars) = \$ _____

Payment Terms: A 20% deposit must accompany this form. Second deposit (50% of Total Space Cost) is due by **November 1, 2010**. The balance is due by **January 28, 2011**.

THE ABOVE PAYMENT IS BASED UPON ACCEPTANCE OF CANADA BLOOMS. THIS APPLICATION BECOMES A CONTRACT AND IS NOT SUBJECT TO CANCELLATION EXCEPT BY THE CONSENT OF BOTH PARTIES. ON BEHALF OF THE ABOVE COMPANY, I AGREE TO ABIDE BY THE RULES AND REGULATIONS SET OUT IN THIS CONTRACT AND CONDUCT ALL BUSINESS AT THE SHOW IN ACCORDANCE TO THE OCCUPATIONAL HEALTH & SAFETY ACT AS OUTLINED BY THE MINISTRY OF LABOUR. AS AN EXHIBITOR, OUR COMPANY WILL HAVE PROPER INSURANCE FOR THE EVENT INCLUDING A \$2,000,000 COMPREHENSIVE GENERAL LIABILITY LISTING CANADA BLOOMS AND THE DIRECT ENERGY CENTRE AND RELATED COMPANIES AS ADDITIONAL NAMED INSURED.

SIGNATURE _____ DATE _____

If you wish to pay by Visa or Mastercard, please provide the following information:

Deposit Only Deposit and balance when due

VISA/MC#: _____ EXP. DATE: _____

CARDHOLDER NAME: _____

◆◆ PLEASE TAKE A PHOTOCOPY OF THIS CONTRACT FOR YOUR RECORDS ◆◆

OFFICE USE ONLY

Assigned Booth#: _____ Date Manual Sent: _____

Deposit Received: _____ US CDN Cheque #: _____ Date: _____

Balance Received: _____ US CDN Cheque #: _____ Date: _____

Accepted by: _____ Date: _____

SEND PAYMENT TO: Canada Blooms - 7856 Fifth Line South Milton, ON L9T 2X8

Tel: 416-447-8655 • Fax: 905-875-3942 • Email: gillesbouchard@canadablooms.com • www.canadablooms.com

EXHIBIT RULES AND REGULATIONS

- 1. Show Management:** The words "Show Management" as used herein refers to the Canada Blooms and its employees and agents. The enforcement and interpretation of the following rules and regulations is the responsibility of Show Management.
- 2. Space Rental:** The application for exhibit space, when duly signed by the exhibiting firm and Show Management, shall constitute a valid contract between the parties. If payment is not received within the prescribed time limit, the contract is considered null and void and the space will be re-assigned to another applicant. Should any rented space remain unoccupied on the opening day, Show Management reserves the right to rent such space to any other applicant or use it for any other purpose without refund to the original applicant. **NO CARPET OR ELECTRICITY IS SUPPLIED, HOWEVER ALL BOOTHS MUST HAVE SOME FORM OF FLOOR COVERING.**
- 3. Cancellation of Display Space:** Display space may be cancelled up to 90 days prior to the opening dates of the exposition without penalty; except for \$150.00 per 10' x 10' booth administration charge; however, a cancellation charge equal to one-third the cost of the space will be made by Show Management for space cancelled from 90 days to 60 days prior to the opening date of the exposition; one-half the cost of the space if cancelled from 60 days to 30 days of the opening date; and the full cost of the space if cancelled within 30 days of the opening date of the exposition.
- 4. Use of Space & Restrictions:** The space contracted for is to be used solely by the exhibitor whose name appears on the application, as agreed to by both parties, and only products and/or services of the exhibitor may be exhibited. Any promotion of other products or services is strictly prohibited and will result in ejection from the exhibition without refund or other appeal. 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, Show Management reserves the right to correct such violations by having the exhibitor alter, remove or rearrange any or all of the display so that it will comply with the regulations or, if the exhibitor is not available, to make such corrections at the exhibitor's expense. Show Management reserves the right to restrict exhibits which, because of noise, operation of equipment, creation of safety hazards or any other reason, become objectionable or otherwise distract from neighbouring exhibits. No representation of the exhibitor, his products or services may be carried on in the aisles, corridors, feature areas or other designated common area of the facility.
- 5. Installation, Exhibit Hours and Dismantling:** Dates and hours for installation, exhibiting and dismantling will be as specified by Show Management. Goods received after the opening of the exposition must be delivered to the booth and arranged at a time other than official exhibit hours. Exhibits shall be staffed at all times when the exhibition is officially open. No exhibitor will be permitted to commence dismantling any portion of the exhibit whatsoever, to commence packing crates or cartons, or to abandon their display prior to the official closing. **Failure to comply with this regulation will result in the exhibitor being barred from participation at future exhibitions conducted by Show Management. All exhibits must be removed by 4 P.M., Monday, March 21, 2011, and all storage and handling charges for failure to remove exhibit and/or materials by that time shall be the responsibility of the exhibitor. Show Management reserves the right to remove any exhibit, any excess garbage, materials, packaging, sand, stone, etc., which is not removed by the conclusion of the exhibition and charge the expense to the exhibitor.**
- 6. Materials Handling:** Dollies will be provided free of charge during official move-in and move-out hours. Exhibitors should have their representatives on hand to supervise unloading and placing of exhibit material. **STAFFED FORKLIFTS WILL ALSO BE AVAILABLE.**
- 7. Fire Regulations:** All exhibitors must comply with local fire regulations. Only fireproof materials may be used in displays and wiring must conform to C.S.A. or UL specifications. Fire exits and aisles must be kept clear at all times. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.
- 8. Electrical Safety Code Requirements:** All exhibitors must comply with the Ontario Electrical Safety Code Requirements. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.
- 9. Damage to Property:** Exhibitors are liable for all damage caused by them to the exhibit facility, booth equipment or to other exhibitors' property and shall indemnify the Facility Management. Show Management, and/or the Official Services Contractor against, and hold them harmless from, any complaints, suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitors use of exhibit space.
- 10. Care of Buildings:** Painting, nailing or drilling of floors, walls, ceilings or any other part of the building is not permitted. Exhibitors laying any floor covering must use an adhesive that will not damage the floor and is easily removed. No signs or other articles are to be fastened to ceilings, walls, pipes or electrical fixtures.
- 11. Security:** Show Management will employ reputable guards on a 24 hour basis for the duration of the exhibition and will take reasonable precautions to safeguard exhibitors' property. However, Show Management assumes no liability for loss or damaged, howsoever caused, of goods, exhibits, or other materials owned, rented or leased by the exhibitor.
- 12. Exhibitor Badges:** Exhibitor badges will be supplied by Show Management for exhibit personnel. These must be worn at all times while in the show building and exhibit area and are required for entry to the show. Exhibitor badges are to be worn by only those company representatives who will staff the booth.
- 13. Food and/or Alcoholic Beverages:** The preparation and/or serving of food or beverages of any kind without the written permission of Show Management and the facility is prohibited. Serving of alcoholic beverages on the exhibit floor is prohibited.
- 14. LIABILITY AND INSURANCE:** Neither Canada Blooms, The Flower and Garden Festival, or the Direct Energy Centre, and related companies, nor any of its officers, directors, employees or agents, nor the owners, employees or representatives of the exhibit facility will be responsible for any injury or damage that may occur to the exhibitor, or the exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract. The exhibitor, on signing this contract, expressly releases the foregoing Association, individuals and firms from, and agrees to indemnify same against, any and all claims for such loss, damage, or injury. Exhibitors must carry insurance on their exhibits at their own expense.
- 15. The licensee must provide adequate insurance coverage to cover the license period. All Exhibitors except non-commercial horticultural but including Feature Garden Displays and any independent contractors working on the Direct Energy Centre (DEC) premises must supply proof of insurance. Non-commercial horticultural exhibitors will be covered under an umbrella policy by Canada Blooms. Exhibitors are fully responsible for all activity that occurs as a result of their operations at Canada Blooms. Exhibitors must have the minimum Insurance coverage as follows:**
 - \$2,000,000 Commercial General Liability
 - Non-owned Automobile Liability
 - Products and Completed Operations
 - Cross Liability clause
 - Severability of Interest Clause
 - Tenants Legal Liability
 - Additional Insured as requiredOnce you confirm coverage with your insurance representative, request a certificate of Insurance to be issued to Canada Blooms listing Canada Blooms as an additional insured. If the exhibitor does not have their own insurance coverage as specified above then: Canada Blooms has made available an Insurance Program that follows all Liability requirements, including Exhibitor's property up to \$50,000 while at show and in transit to and from the show. Information is provided in the Exhibitors information package.
The insurance policy will also include The DEC and Canada Blooms, The Flower & Garden Festival shall be additional insured's on all policies with respect to liability arising from the operations of the named insured.
A copy of the insurance policy or certificate of insurance is required to be sent to Canada Blooms one month prior to the event. The insurance policy will be held by both parties until an inspection of the premises is made after the event and applied, as required, at the discretion of the DEC in order to repair any damage caused by the show management, their employees, servants, agents, and/or exhibitors during the license period.
- 16. Exclusive Rights:** Participating exhibitors have the exclusive right to promote or sell goods or services in the show. **All other parties who attempt to make any sales solicitations without the expressed written consent of Show Management will be permanently removed from the show area. Exhibitors are asked to report any infractions to the Show Office so that immediate remedial action can be taken.**
- 17. Entry to Show:** Show Management reserves the rights to refuse admission to any visitor, exhibitor, or exhibitor's employee who, in the opinion of Show Management is unfit, intoxicated, or in any way creating a disruption of the Show.
- 18. Booth Assignment:** Canada Blooms reserves the right to assign any and all booth space as it best determines.

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