

## WestJet 2017 Travel Trade Expos

### Terms & Conditions

The following terms and conditions are part of the contract. Any point not specifically covered in these rules is subject to the decision of Show Management (WESTJET). All Exhibitor and Exhibitor Appointed Contractors (EACs) are bound by these terms and conditions.

#### **EXHIBITOR RESOURCE CENTER**

All information will be on the website including EAC Forms, Insurance Forms, Registration Forms and all other pertinent information.

#### **FLOOR PLAN**

Show Management reserves the right to rearrange the floor plan at any time and to relocate exhibitors if it becomes necessary for causes beyond the control of Show Management or if it is advisable in the best judgment of Show Management.

#### **BOOTH PRACTICES**

The Exhibitor shall provide adequate staff for maintenance and operation of its exhibit during all exhibit hours. The Exhibitor is responsible for decoration of their exhibit space other than skirted table, two chairs and waste bin provided by Show Management. All demonstrations or other promotional activities, including distribution of promotional material including publications, shall be confined to the limits of the exhibit space, unless permission has been granted by Show Management. The Exhibitor is responsible for keeping the aisles near their exhibit space free of congestion caused by demonstrations or other promotions.

#### **BOOTH DESIGN**

All island/raw space booths will submit designs to Show Management; failure to do so (and receive approval) may be subject to additional fees. No in-line or perimeter exhibit may exceed 8' or 2.5m in height. Exhibitors booth and/or exhibit shall not intrude or interfere with any adjacent area that is not contracted to said exhibitor. Show Management reserves the right to restrict, segregate or relocate exhibits, which, because of noise, method of operation, materials or any other reason, become objectionable. In the event of such restriction or removal, the Exhibitor shall have no claim against Show Management based upon any such restriction or removal.

#### **BOOTH SHARING**

The Exhibitor shall not assign, sublet or share the exhibit space without the express written consent of Show Management.

#### **INDEMNITY**

The Exhibitor agrees to protect, indemnify and hold harmless Show Management, its officers, directors, employees and agents from any and all losses, costs, damages, liability or expenses (including legal fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including other Exhibitors, its employees and agents, or any visitors or attendees, arising out of or related to Exhibitor's construction, removal, maintenance, occupancy or use or the exhibition venue including storage and parking or adjacent areas.

#### **INSURANCE**

If requested by Show Management, the Exhibitor shall provide a certificate evidencing the following coverage. The Exhibitor shall obtain, at its own expense, adequate insurance policies of Comprehensive General Liability Insurance and contractual Liability Insurance, in an amount not less than \$1,000,000) and such insurance shall name Show Management, the Venue and Decorating Firm and its officers, directors and employees as additional insured. The Exhibitor shall furnish, upon request, at or prior to the Exhibition, certificate of insurance evidencing said coverage. In addition, the Exhibitor understands and confirms that Show Management, the Venue, the Decorating Firm, its owners and operators do not maintain insurance covering the Exhibitor's property and that it



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is the sole responsibility of the Exhibitor to obtain business interruption and/or property damage insurance covering any losses by the Exhibitor and/or its organization.

#### **SECURITY**

The Exhibitor is solely responsible for the security of its own exhibit materials. All property of an Exhibitor is understood to remain in its sole care, custody and control in transit to or from within the confines of the exhibit hall. The Exhibitor agrees to waive all rights of subrogation against Show Management, its officers, directors and employees.

#### **SHOW MANAGEMENT'S LIABILITY**

Neither Show Management nor any of its affiliates, agents or representatives shall have any liability whatsoever to the Exhibitor for any loss, expense or damage to the Exhibitor, staff, guests, invitees or any of their property relating to or arising out of the acts of any participant, visitor or other invitee of Show Management, other than for Show Management's failure to perform its obligations hereunder. Under no circumstances shall Show Management have any liability for lost profits or other special, incidental or consequential damages and Show Management's total liability hereunder shall in no case exceed the amount of the total rent actually received by the Organizer from the Exhibitor. Show Management shall have no liability for any failure to perform its obligations hereunder where such failure to perform was due to any riot, strike, act of terrorism, reduction in travel, civil disorder, act of war, act of God or any other cause of any kind whatsoever not within Show Management's reasonable control.

#### **CARE OF BUILDING & EQUIPMENT**

Neither the Exhibitor nor its representatives or agents, shall injure or deface the walls, floors or fittings of the building, the exhibit spaces or the equipment in the exhibit space. All materials used by the Exhibitor shall comply in all respects with all applicable laws, rules and regulations respecting fire safety and electrical equipment. Combustible materials or explosives are not permitted in the exhibit hall. Fire regulations require all display materials used to be flame proof. Compliance with this regulation is the sole responsibility of the exhibitor. The Exhibitor shall also comply with all requests of officials of the hosting property and Show Management with respect to the installation, conduct and disassembly of its exhibits. The cost for repairing any damages to the exhibit area caused by an Exhibitor will be billed to the responsible Exhibitor.

#### **CANCELLATION POLICY**

(a) in the event the Exhibitor cancels all or part of the exhibit space contracted for hereunder, the following provisions shall apply: (i) if written notice of cancellation is received by Show Management on or before February 28, 2017, the Exhibitor shall pay to Show Management \$600 per 9sqm/10' x 10' booth. (ii) if written notice of cancellation is received by Show Management on or after February 1, 2016 the Exhibitor is liable for 100% of total booth space contracted. If the cancellation fee payable hereunder shall exceed the total payments already made to Show Management hereunder, the Exhibitor shall promptly pay Show Management the balance of such fee. If the payments already made by the Exhibitor to Show Management hereunder shall exceed the cancellation fee payable, Show Management shall refund such excess to the Exhibitor. Except for such excess, all payments made to Show Management under this contract shall be deemed fully earned and non-refundable when made in consideration for expenses incurred by Show Management, Show Management's lost or deferred opportunity to provide exhibit space to others and the potential effect of the cancellation of the exhibit as a whole and all cancellations fees that may become due hereunder are acknowledged by the Exhibitor to constitute liquidated damages. (b) if the Exhibitor fails to make full payment when due under the terms of the contract, Show Management may terminate this contract and the Exhibitor shall be responsible for payment to Show Management of all amounts which would have been due Show Management under the terms of subsection (a) above as if the Exhibitor had canceled this contract as of the date of such failure of payments. (c) if the exhibit



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space is not occupied by the Exhibitor by 4:30PM on the official date each show opens, the Exhibitor shall be deemed to have canceled the exhibit space contracted for, and Show Management shall the right to use such space as it deems appropriate. Exhibitor shall pay to Show Management all amounts which would have been due; under the terms of subsection (a) above as if the Exhibitor had canceled the contract as of such date. (d) Except as the Exhibitor's obligations to pay rent may be reduced in accordance with the terms set forth in subsection (a) above, the Exhibitor shall be responsible for payment of the exhibit space total rent whether the Exhibition is canceled, delayed or relocated, in whole or in part as a result of a riot, strike, civil disorder, act of terrorism, reduction in travel, act of war, act of God, or any other cause of any kind whatsoever not within Show Management's reasonable control. After space has been confirmed and accepted a reduction in space will be considered a cancellation and will be governed by the same policies outlined in the cancellation policy above. Reduction of space can result in relocation of exhibit space at the discretion of Show Management. Show Management will have the exclusive right to re-sell said cancellation booth(s). The above policy will be in effect even if the exhibit space, no longer required by the withdrawing company, may subsequently be rented by Show Management to another organization.

#### **MISCELLANEOUS**

This contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements, understandings, representations or warranties except as expressly set forth herein. This contract cannot be assigned, transferred or sold by an Exhibitor. The rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing signed by an authorized officer of Show Management. Show Management shall also be entitled to recover all accrued finance charges through the date of payment of the full amount of this contract.

#### **ELIGIBILITY TO EXHIBIT**

Show Management reserves the right to control all aspects of the Exhibit Hall. Show Management specifically reserves the right to determine the acceptability of applications for exhibit space. Applications to exhibit will be accepted or rejected based on criteria including, but not limited to, the product/services, professional or educational benefits, consistency with Show Management's mission or goals, and spatial constraints in the Exhibit Hall. Show Management reserves the right at its sole discretion to refuse any applications on the basis of Show Management's policies and guidelines.

#### **CONTRACTUAL AGREEMENT**

As a condition of exhibiting, and when applying for space, the exhibitor agrees to adhere to all conditions and regulations outlined, warnings may be issued so that exhibitors may take corrective actions before a violation is incurred, Exhibitors or their representatives who conduct themselves in an unprofessional manner may be dismissed from the exhibit hall without refund or appeal. Show Management reserves the right to amend any and all rules and regulations at any time.

#### **FORKLIFTS**

No forklifts may be brought in by exhibitors or contractors.

#### **BALLOONS**

Balloons, blimps, helium, drones, flying objects, etc. are prohibited.

#### **PHOTOS AND VIDEOS**

Notwithstanding the foregoing, exhibitor authorizes Show Management and its officers, directors, officials, employees, agents, contractors and representatives to photograph and/or record all or any part of the Show (including, without limitation, exhibitor's exhibit space and personnel), and exhibitor hereby grants Show Management the worldwide, perpetual, royalty free right and license to reproduce, distribute, transmit, publicly



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perform and publicly display all such photographs and recordings (and any derivative works thereof) in any medium (now existing or hereafter developed).

#### **FOOD AND BEVERAGE**

Outside catering of food, beverage, refreshments of any kind, served in your booth are prohibited. All catering must be ordered from the official contractor for each venue. No outside snacks to distribute to guests are permitted. .

#### **EXHIBITION SERVICES AND FREIGHT**

The Exhibitor must use the material handling and freight services as designated by Show Management. Any exhibition or event materials not serviced by designated service company will not be guaranteed and at the financial responsibility of the Exhibitor.

#### **BOOTH INCLUSIONS AND EXTRAS**

As part of your contractual agreement based on sponsorship level, Gold and Silver exhibitors will be provided with one (1) booth at each expo location. Teal exhibitors will be provided with one (1) booth or table dependent on floorplan and exhibit space. Booth size will be based upon sponsorship level. Each booth will be supplied with one skirted table, two chairs and a waste bin. Audiovisual requirements, power and Wi-Fi is not included and at the responsibility of the Exhibitor. Invoices for additional requested services will be billed to the Exhibitor directly. Request for AV, power and Wi-Fi must be communicated in writing to Show Management at least one month prior to each show date. Forms for each can be found below under "Forms and documents for service".

