



April 8-11, 2011 | Toronto
 Direct Energy Centre
 Exhibitor Application and Agreement

Company: _____
 Authorized Representative: _____
 Contact Person: (if different) _____
 Address: _____
 City: _____ Prov: _____ Postal Code: _____
 Tel: _____ Fax: _____ Cell: _____
 E-mail: _____ Web: _____

10 x 10 booth package includes draped booth, 6 ft draped table, 2 side chairs, booth # sign.	
Couples Challenge Sponsorship	
Corner booth premium	\$150.00
Hydro outlet	\$136.00
Show Guide listing - company info and 30 words description	\$40.00
Seminar room or stage for 30 min	\$300.00
Subtotal:	
13% HST	
Total:	
Deposit: 25% with agreement	
25% due December 1, 2010	
50% due March 1, 2011	

Payment Details: Visa Master Card
 Credit card number: _____

Name on card: _____ Expiry Date: mm/yyyy _____

Deposit amounts will be applied automatically on due dates. **Signature:** _____

Cheque payable to: Connect Production Inc. Address: 75 York Mills Rd, #512, Toronto, ON, M2P2E7

Exhibitor Agreement: I have read and agree to all of the rules and regulations in the attached Terms of Agreement and agree to cross promote the Show on company web-site and post a link to www.theCouplesShow.ca within two weeks of signing the agreement.

Date Submitted: dd/mm/yyyy _____ **Authorized Signature:** _____

FAX to 1-647-344-1752

Terms of Agreement for the Couples Show, Toronto

April 8-10, 2010 – Direct Energy Centre, Exhibition Place

1. Exhibitor covenants.

- 1.1 The exhibitor agrees to abide by all bylaws, laws, rules, regulations and ordinances of the municipality, police and fire departments, Ministry of Labour and of all other governmental or regulatory body having authority with respect to the facility and the Show and with respect to environmental and public health and safety and the Ontario Health and Safety Act.
- 1.2 The Exhibitor agrees to abide by all rules and regulations governing the Show as set out in the Exhibitor Kit and as further established by Connect Production, Inc from time to time, the Show Management having the right to establish and amend or modify any regulations governing use of the facility and the Show.
- 1.3 The Exhibitor agrees to observe all union contracts and labour relations agreements in force with respect to contractors providing services to the facility and the Show and with respect to companies operating in the facility.
- 1.4 The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limiting the generality of the foregoing, from government bodies, trade or industry associations and any other parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of such operation.
- 1.5 The Exhibitors agrees not to conduct or be associated with any promotional contest held at or in connection with the Show unless the Exhibitor i) satisfies Connect Production that the contest is being operated in accordance with applicable law, and ii) receives the prior written consent of the Connect Production.
- 1.6 The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of the Connect Production. The Exhibitor agrees to indemnify and save harmless Connect Production and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims. Losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.
- 1.7 The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this agreement.
- 1.8 The Exhibitor agrees to cross promote the Show on its web-site and post a link to www.theCouplesShow.ca within two weeks of signing an agreement

2. Connect Production Inc rights:

- 2.1 Connect Production reserves the right, in its sole and unfettered discretion to i) determine the eligibility of Exhibitors and exhibits for the Show, ii) reject or prohibit exhibits or Exhibitors which Connect Production considers objectionable, inappropriate, disruptive or offensive to the Show, other Exhibitors, iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors, iv) cancel, in whole or in part, the Show due to an event of force majeure, or v) change the date, location and duration of the Show, without any liability to Connect Production.
- 2.2 Connect production shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

3. Installation, operation and removal.

- 3.1 Every Exhibit must be fully installed, staffed and operational upon opening of the show to the public and throughout the show hours. Solicitation in the aisles is prohibited. No display shall be dismantled or partially dismantled during the term of the Show, except as required by the Connect Production, but will remain intact until the end of the final closing hour on the last Show day.
- 3.2 The Exhibitor shall remove his exhibit equipment and materials (including fluids) from the show building by the final move-out day as advised by the Connect Production, and in the event of a failure to do so or failure to return the rental space to the same condition as at move-in date, the Exhibitor will be responsible to pay for such additional costs as may be incurred. Such removal of materials will be at the sole risk of the Exhibitor and in full compliance with all environmental and public health and safety requirements.
- 3.3 The Exhibitor will be liable for any damage caused to building floors, walls or columns or to any standard booth equipment or to another exhibitor's booth or property caused by the installation, use or removal by the Exhibitor or anyone acting on the Exhibitor's behalf.

4. Liability and insurance.

- 4.1 The Exhibitor shall obtain and maintain at Exhibitor's expense a comprehensive general liability and all risk property insurance to cover the period from the move-in date to the date the Exhibitor has fully moved out of the Show premises. Connect Production Inc. shall be named as an additional insured and the Policy shall 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, with no right of subrogation. The policy shall provide coverage for at least \$1,000,000 for each separate occurrence. If requested by the Connect Production the Exhibitor will provide a copy of the Policy to the Show Management prior to the move-in date and the Show Management shall have the right to require amendments.
- 4.2 The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and the facility. The Exhibitor shall not make any claims or demand or take any legal action whatsoever against Connect Production Inc., the Show Management, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, or any person or corporation claiming through it, its officers, directors, agents, representatives, employees and their respective property.
- 4.3 All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in transit to or from or within or outside the facility. Neither Connect Production Inc., nor the facility will be liable for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

5. Indemnification.

- 5.1 The Exhibitor agrees to indemnify and hold harmless Connect Production Inc and the Show Management, Show sponsors and facility, their respective officers, directors, agents, representatives and employees, against all claims. Losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from i) the Exhibitor's occupancy of the Rental Space and/or its environs, ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, Connect Production Inc, the Show Management, the facility, Show sponsors or a visitor to the Show, and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible at law.

6. Cancellation and termination.

- 6.1 The Exhibitor shall have the right to cancel this Exhibit space contract by notice in writing to be delivered to Connect Production no later than sixty (60) days preceding the move-in date. All deposits received up to the date notice of cancellation is given are non-refundable and non-transferable. In the event the Exhibitor notifies Connect Production less than sixty (60) days preceding the move-in date that it wishes to cancel, or fails to make payment by the due date, or fails to appear at the Show, then the Show Management may i) cancel this Exhibit Space Contract without notice and all rights of the Exhibitor hereunder shall cease and terminate, ii) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of contract, iii) re-rent the Rental space, and iv) bring action against the Exhibitor for payment of the full payment for the Rental Space.
- 6.2 If the exhibitor violates or breaches any other terms and conditions herein it shall be a default of the entire contract entitling the Show Management to immediately and without notice revoke all privileges of the Exhibitor, occupy the Rental space, use it in any manner it deems appropriate, including but not limited to re-renting it, and the Exhibitor shall not be entitled to any offset or mitigation of the amount paid or payable hereunder, and Connect Production may make any claim against the Exhibitor for damages or the enforcement of any amounts owing. All amounts paid or payable by the Exhibitor shall be deemed earned and all deposits received shall be non-refundable and non-transferable.

7. Cancellation or curtailment of the show.

- 7.1 In the event the facility in which the Show is to be held is destroyed or becomes unavailable for occupancy, or if for any reason Connect Production is unable to permit the Exhibitor to occupy the facility or the rental space, or if the Show is cancelled or curtailed, for any reason beyond the control of the Connect Production, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other natural disasters, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout or boycott, Connect Productions Inc. and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer.

8. Privacy protection.

- 8.1 The Exhibitor and Connect Production shall each abide by the Principles set out in the National Standards of Canada relating to the protection of personal information and will not use or disclose any personal information for any purpose other than the participation in the management of the Show.

9. Rental space.

- 9.1 Connect Production will allot the rental space to the Exhibitor as far as possible in accordance with the preferences of the Exhibitor but reserves all rights to the final allocation of the rental space and the right to make reasonable shifts of booth locations.
- 9.2 Application of labels tape, paint, lacquer, adhesives or other coatings to building columns, floors, walls or other components not belonging to the Exhibitor is strictly prohibited.
- 9.3 The Exhibitor shall not assign any rights or sublet space under this Exhibit Space contract without the prior written permission of the Show management, which permission may be arbitrarily withheld.
- 9.4 Connect Production reserves the right in its sole and unfettered discretion to: i) determine the eligibility of Exhibitors and exhibits for the show, ii) reject or prohibit exhibits or Exhibitors which it considers objectionable, inappropriate, disruptive or offensive to the Show management, other Exhibitors or Show attendees, iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors, iv) cancel in whole or in part the Show due to any reason or event beyond the control of the Show management, or v) change the date, location and duration of the Show, without any liability to the Show Management, Connect Production or the Show sponsors.

Initial: