



CANSEC

Exhibitor Contract & Membership Agreement

CANSEC 2018 | May 30–31, 2018, Ottawa, Canada

CANSEC: The Company/Division (**Must be CADSI Corporate Member** with an active business presence in Canada) identified below ("**Exhibitor**") applies to the Canadian Association of Defence and Security Industries ("**CADSI**" or "**Organizer**") for exhibit space ("**Space**") at the event named above ("**Event**"), on the terms and conditions of this Application and Contract for Exhibit Space ("**Application**") and the Terms and Conditions of Participation in Event ("**Terms and Conditions**") on page 7 of this Application (Application and Terms and Conditions collectively referred to as "**Agreement**").

Corporate Membership: Open to Canadian registered, legal, private-sector companies that have active business operations in Canada and whose business interests include defence and/or security. Corporate membership fees are based on the number of employees within your organization worldwide inclusive of all subsidiaries and lines of business. Membership fees are non-refundable and are not pro-rated. The membership year is from January 1st to December 31st. If you are a new member applying, membership is pending upon approval by CADSI.

Company: _____ Application Date: _____
 Address: _____ Website: _____
 City: _____ Province: _____ Postal Code: _____ Country: _____
 Point of Contact: _____ Office Phone: _____
 Mobile: _____ E-Mail: _____
 Invoice Contact: _____ Office Phone: _____
 E-Mail: _____ Fax: _____
 On-Site Point of Contact: _____ Office Phone: _____
 Mobile: _____ E-Mail: _____

Payment Terms: Your Total Space Fee (calculated based on Exhibitor's selections on page 2) and your Membership Fee (calculated based on Member's selection on page 5) are due in full based on the payment schedules outlined on page 6. In order to confirm your exhibit space the following conditions must be fulfilled:

1. Exhibitor agrees to pay 2018 Corporate Membership Fee.
2. Exhibitor selects Payment Schedule and agrees to pay.
3. Exhibitor selects Payment Method.

Only corporate members in good standing may exhibit at CANSEC 2018. For terms and conditions related to cancellation and refunds, if applicable, see Section 5 of the Terms and Conditions (found on page 8).

Please complete, sign and return the agreement, per timings of the selected Payment Schedule options to:

- By mail:** Canadian Association of Defence and Security Industries (CADSI)
 251 Laurier Ave., West, Suite 300, Ottawa, Ontario K1P 5J6
- By fax:** 613-235-0784
- By email:** contracts@defenceandsecurity.ca

I have read and agree to the Agreement, Exhibitor Manual and Exhibitor will pay the Total Space Fee and Membership dues. I am authorized to execute this Agreement for Exhibitor. Exhibitor should request a copy of the Terms and Conditions if none is attached.

Signature: _____
 Name (Printed): _____ Date: _____

This application becomes a binding contract after it is signed by CADSI.

CADSI Representative: _____
 Signature: _____
 Date: _____ Booth Assigned: _____ Total sq. ft.: _____ Space type: _____



Canadian Association of Defence and Security Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



CANSEC

Exhibit Space, Options & Prices

Please select all items that are applicable to you and complete the relevant shaded areas.

Exhibit space will not be confirmed until Exhibitor's membership is in good standing for 2018.

A INDOOR EXHIBITION SPACE (Minimum 100 sq. ft.– 10'x10')

Indoor Exhibition Space will comprise indoor space marked out to the required dimensions. Space includes company profile in CANSEC Event App, full use of CANSEC public relations services and pre-show marketing material. Additional items can be added at an extra cost to the Exhibitor.

ITEM	UNITS	QUANTITY	COST
Indoor Exhibition Space Rate* \$4,700 per 100 sq. ft. (10'x10')	10'x10'		\$
Double-decker and over Height Fee** \$12.00 per sq. ft. upper level floor space	\$12	sq. ft.	\$
Sharers' Fee \$650 per sharing company - Sharing companies are required to be corporate members of CADSI	\$650	x _____ companies	\$
'A' TOTAL			\$

B INDOOR TURN KEY EXHIBITION SPACE (Minimum 100 sq. ft.– 10'x10')

A 10'x10' Indoor Turn Key Exhibition Space comprises the space itself, carpet, walls, and name board. Additional items can be added at an extra cost to the Exhibitor.

ITEM	UNITS	QUANTITY	COST
Indoor Turn Key Exhibition Space \$5,100 per 100 sq. ft. (10'x10')	10'x10'		\$
Sharers' Fee \$650 per sharing company - Sharing companies are required to be corporate members of CADSI	\$650	x _____ companies	\$
'B' TOTAL			\$

C OUTDOOR EXHIBITION SPACE (Minimum 400 sq. ft.– 20'x20')

Outdoor Exhibition Space will comprise outdoor space marked out to the required dimensions: no walls, platforms or electricity are provided. Additional items can be added at an extra cost to the Exhibitor.

ITEM	UNITS	QUANTITY	COST
Outdoor Exhibition Space \$4,700 per 400 sq. ft. (20'x20')	20'x20'		\$
Outdoor Exhibition Space with Indoor Space \$2,300 per 400 sq. ft. (20'x20')	20'x20'	sq. ft.	\$
Sharers' Fee \$650 per sharing company - Sharing companies are required to be corporate members of CADSI	\$650	x _____ companies	\$
'C' TOTAL			\$

D PRIVATE BUSINESS MEETING SUITES (Minimum 100 sq. ft.– 10'x10')

Private Business Meeting Suites include wall structure, door locks, table, eight seats and carpet. Options to customize meeting suites available. Additional items can be added at an extra cost to the Exhibitor.

ITEM	UNITS	QUANTITY	COST
Private Business Meeting Suites \$9,750 per 200 sq. ft. (10'x20')	10'x20'		\$
Private Business Meeting Suites \$5,750 per 100 sq. ft. (10'x10')	10'x10'		\$
'D' TOTAL			\$

Notes:

* Please note that all designs and plans are subject to prior written approval by the Organizers.

** Permission to build double decker stands on divided sites is subject to agreement from the neighbouring stands within the block. The Organizers reserve the right to deny permission to build double-storey stands on divided sites.



Canadian Association
of Defence and Security
Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



CANSEC

E FIRST TIME EXHIBITOR PACKAGE (Minimum 50 sq. ft.– 5’x10’)

A 50 sq. ft. – 5’x10’ stand including carpet, hard wall, one literature rack. Opportunity only available to first time exhibitors. This package is only available to companies who have not exhibited previously at CANSEC. Limited availability. First come, first serve.

ITEM	UNITS	QUANTITY	COST
First Time Exhibitor Package \$2,750 per 50 sq. ft. (5’x10’)	5’x10’		\$
'E' TOTAL			\$

F VALUE ADDED SERVICES

ITEM	UNITS	QUANTITY	COST
Corporate Logo for Corporate Profile on CANSEC Website and App \$100	<input type="checkbox"/>	1	\$
Extra Profile Words \$25 100 words	<input type="checkbox"/>	1	
'F' TOTAL			\$

TOTAL ORDER VALUE

A	+	B	+	C			
+ D	+	E	+	F	=	\$	SUBTOTAL
						+HST (13%)	\$
TOTAL EXHIBIT SPACE, OPTIONS & VALUE ADDED SERVICES						\$	

CADSI fees are in Canadian dollars and payable to CADSI.



**Canadian Association
of Defence and Security
Industries (CADSI)**

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



CANSEC

Booth Size and Location Preference

Final space assignment is made by Organizer, and is provided on the same unit basis regardless of location, configuration, or other conditions.

Configuration: _____ ft. X _____ ft. = _____ sq. ft.

Location Preferences:

Please indicate with booth number 1. _____ 2. _____ 3. _____

Opt in to share your information.

Additional Opportunities

Please indicate if you are interested in the following opportunities:

Sponsorship at CANSEC Advertising Static Air Display

Invoice Details (if different from company details)

Name/Title: _____

Name of Company: _____

Full Address: _____

Telephone: _____ Fax: _____ Email: _____

Exhibits (Description of the product and/or services, which the exhibitor(s) wish to promote at CANSEC 2018)



**Canadian Association
of Defence and Security
Industries (CADSI)**

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



CANSEC

Membership Representative

Please check here if the company representative is the same individual as indicated on page 1. This company representative will act as the primary contact for your membership; they will receive all correspondence related to the administration of the membership (i.e. membership renewal, membership outreach, etc.)

Title: Mr. Mrs. Ms. Other

Name

Job Title

Phone Number

Email Address

Street Address (if different from Head Office)

2018 Membership Categories & Fees

MEMBERSHIP CATEGORIES	GLOBAL EMPLOYEES	ANNUAL MEMBERSHIP FEES
<input type="checkbox"/> Corporate - Category A	1-15	\$450.00
<input type="checkbox"/> Corporate - Category B	16-49	\$650.00
<input type="checkbox"/> Corporate - Category C	50-99	\$1,420.00
<input type="checkbox"/> Corporate - Category D	100-499	\$2,500.00
<input type="checkbox"/> Corporate - Category E	500+	\$5,000.00

CADSI fees are in Canadian dollars and payable to CADSI. All fees listed are exclusive of HST. The CADSI membership year is January 1st to December 31st (regardless of when you join).

ANNUAL MEMBERSHIP FEE \$

HST (13%) \$

TOTAL MEMBERSHIP FEE DUE \$



Canadian Association
of Defence and Security
Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



Terms and Conditions of Participation in Event

1. **DEFINITIONS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meanings given to them in the Application.
2. **ACCEPTANCE BY ORGANIZER.** Exhibitor's participation in the Event is subject to Organizer's approval. Organizer may withdraw its acceptance at any time by refunding the Total Space Fee paid if Organizer determines that Exhibitor or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified at any time by Organizer in its sole discretion.
3. **ASSIGNMENT AND USE OF SPACE.**
 - a. **License Grant and Benefits.** Organizer grants a license to Exhibitor to use the Space at the Event for Exhibitor to display its qualified products and services ("**Exhibit**"). The Total Space Fee includes use of the Space and any other benefits specified in the Exhibitor Services Manual ("**Manual**"), as amended from time to time. Exhibitor grants to Organizer a fully-paid right to use Exhibitor's name and logo in connection with the promotion and production of the Event. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event. This Agreement confers only a limited license by Organizer to Exhibitor to use the Space for exhibition purposes at the Event. It does not, and shall not be construed, interpreted or described in any way to, constitute an approval, endorsement or recommendation of Exhibitor or of its products or services, or in any manner to create an agency relationship between Organizer and Exhibitor.
 - b. **Space Assignment, Occupancy, Use, Installation and Dismantling.** Organizer will assign the Space to Exhibitor on a first come, first serve basis. Organizer may reassign or relocate the Space or alter Event layout or venue at any time. "**The Space is for Exhibitor's use only – for booth sharing, see exhibitor manual. Exhibitor may not sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company).**" Exhibitor must fully occupy the Space, and must provide displays, equipment, etc., unless Organizer specifies otherwise. If Exhibitor fails to use all of the Space to the satisfaction of Organizer, Organizer may allot any vacant space as it may deem appropriate. The Space must be open to all participants for the duration of the Event hours. The Space must be adequately staffed for the duration of the Event hours. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before and occupied during the Event. Exhibitor's activities must be confined within the Space, and must be in support of products or services identified on the Application and directly related to Exhibitor's normal business activities. Exhibitor agrees that all equipment, materials and devices, including sound and visual aids, will be operated in such manner and location as to cause no inconvenience to other exhibitors or to the public. Sound will be kept at a level to reach the immediate vicinity of the Space only, and Organizer reserves the right to remove or discontinue the use of anything contravening this Agreement. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. All activities outside the usual Exhibit activities (e.g. price draws, social gatherings, etc.) proposed by the Exhibitor within its Space must be presented to the Organizer for approval prior to the Event. At the Event, Exhibitor may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent. All food and beverage orders must be approved by Organizer and no non-approved alcohol is permitted within the Exhibitor's Space. Exhibitor must dismantle the Exhibit in accordance with Organizer's schedule and the Space must be returned to Organizer in the same condition as it was in when Exhibitor took possession of it.
 - c. **Own Risk.** Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss. Exhibitor agrees that Organizer assume no responsibility for representation or warranties given by Exhibitor to participants in regard to its products and services, or for transactions between Exhibitor and participants. Persons visiting, viewing, or otherwise participating in Exhibitor's Space are deemed the invitees or licensees of Exhibitor and not of Organizer.
 - d. **Third-Party Contractors.** Organizer exclusive or show service contractors, such as but not limited to, materials handling, drayage, forklifting, pallet jacks, rigging or temporary electrical, plumbing, internet connectivity or communications, or food and beverage. Exhibitor to use designated third-party contractors to provide certain services ("**Required Contractors**"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions. Exhibitor is responsible for all costs associated with Exhibitor's Space, including Required Contractor costs and additional demands for heat, power, lights or other utilities or services.
 - e. **Other Events and Marketing.** Exhibitor agrees that it may not use the Event or any other Organizer event to leverage any other event in which Exhibitor is a sponsor or participant. All media activities planned by the Exhibitor, including but not limited to press releases and media activities, during the Event or within the Space, must be submitted to the Organizer prior to implementation of any media activities.
 - f. **Other Event Payments.** Organizer may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Organizer, in which case Organizer will notify Exhibitor of such application.
4. **COMPLIANCE WITH LAWS AND RULES/INSURANCE.**
 - a. **Laws and Rules.** Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Accessibility for Ontarians with Disabilities Act, Occupational Health and Safety Act (Ontario) and Fire Protection and Prevention Act, 1997 (Ontario), and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event and Exhibits. Exhibitor's conduct and the use of names and lists captured at the Event or provided by Organizer are subject to guidelines set forth in the Manual.
 - b. **Third Party Proprietary Rights.** Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment or other legally effective permission.
 - c. **Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.
 - d. **Insurance.** Exhibitor acknowledges that neither the Organizer nor the venue of the Event maintains insurance covering Exhibitor's property. Exhibitor agrees to obtain, maintain in effect throughout the Event and provide to Organizer, at least thirty (30) days prior to the Exhibit set up at the Event, a certificate of insurance showing that there is in effect a policy of a minimum of one million dollars (\$1,000,000) combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which Organizer (CADSI) and the venue owner (EY Centre - 2256240 Ontario Inc.) are named as additional insureds. Exhibitor agrees to obtain and maintain in effect throughout the Event workers compensation and employer's liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Exhibitor agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Providers to recover loss sustained for real and personal property.

(CONTINUED ON FOLLOWING PAGE)

Exhibitor's Initials: _____



Canadian Association of Defence and Security Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001



Terms and Conditions of Participation in Event

(continued)

5. CANCELLATION OR TERMINATION.

- a. Cancellation. Organizer may cancel all or any part of the Event for any reason...
b. Termination by Exhibitor. Prior to September 15th, 2017, cancellations will be refunded less a ten percent (10%) administration fee...
c. Termination by Organizer. Organizer may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement...

6. ORGANIZER MATERIALS. The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer.

7. LIMITATION OF LIABILITY; INDEMNITY.

- a. UNDER NO CIRCUMSTANCES IS ORGANIZER OR THE VENUE AT WHICH THE EVENT IS HELD, INCLUDING ANY OF THEIR RESPECTIVE PARENTS, AFFILIATES, SHAREHOLDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS...
b. NONE OF THE EVENT PROVIDERS ARE LIABLE TO EXHIBITOR FOR ANY DAMAGE, LOSS, HARM, OR INJURY TO THE PERSON, PROPERTY, OR BUSINESS OF EXHIBITOR...

THE VENUE OR INTERMEDIATE STAGING FACILITIES, INSUFFICIENT PARTICIPATION, ACCIDENT, BODILY INJURY, DAMAGE TO PROPERTY OR ANY OTHER REASON IN CONNECTION WITH THE EVENT OR ANY PLANNING MEETINGS, DEMONSTRATIONS OR STAGINGS.

- c. Exhibitor agrees to defend, indemnify and hold harmless the Event Providers and those persons at the Event from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit...
d. Exhibitor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held
8. Damage to Property. Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls or columns or to standard booth equipment...
9. RELEASE. Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats)...

10. Attendance. Admission policies shall remain, at all times, the prerogative of CADSI, and may be revised or amended to suit unforeseen conditions.

11. MISCELLANEOUS. This Agreement will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative.

12. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario. The parties hereto agree that all actions or proceedings initiated by either party hereto and arising directly or indirectly out of this Agreement which are brought pursuant to judicial proceedings shall be litigated in a court located in the province of Ontario in Canada.

Exhibitor's Initials: _____



Canadian Association of Defence and Security Industries (CADSI)

300-251 Laurier Ave. West
Ottawa, Ontario
K1P 5J6

HST#: 134518042 RT 0001