



EXHIBITOR CONTRACT



3 – 5 OCTOBER 2016 WASHINGTON D.C, USA

**EARLY BIRD RATES END JUNE 30, 2016
GET YOUR SPACE BEFORE SERVICE
FEES INCREASE.**

The Company/Division 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 the reverse side of this Application (Application and Terms and Conditions collectively referred to as “**Agreement**”). Should you have any questions, please call Richard Mabley at 613-235-5337 (richard@defenceandsecurity.ca)

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

Payment Terms: The Total Space Fee is calculated based on Exhibitor’s selections above. Payment in full is due upon submission of this Application. Space(s) cannot be held or reserved without receipt of payment in full. For terms and conditions related to cancellation and refunds, if applicable, see Section 5 of the Terms and Conditions.

Please fax completed and signed Agreement to 613-235-0784. If paying by cheque, please make cheque payable to the Canadian Association of Defence and Security Industries (CADSI) and mail to: CADSI, 251 Laurier Ave. West, Suite 300, Ottawa, Ontario K1P 5J6.

If Organizer accepts this Application, a confirmation letter will be sent to Exhibitor, and the terms and conditions of the Agreement will be binding as of the date of the Application listed below. **Exhibitor should request a copy of the Terms and Conditions if none is attached.**

I have read and agree to the Agreement, and will pay the Total Space Fee. I am authorized to execute this Agreement for Exhibitor.

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

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

CADSI Staff Member:		Signature:	
Date:	Stands assigned:	Total FT2:	Stand Type:
		Total Cost: \$	

Indoor Exhibit Space and Fees (Exchange rate from US to Canadian Dollar at 1.32)

1 Raw Space	\$65 (\$49 US) per ft	X	ft	\$
2 Registration Fee	\$443 (\$336 US) per booth	X		\$
3 Corner Options	\$625 (\$479 US) per corner	X		\$
4 Taxable Total	Add lines 1, 2, and 3			\$
5 AUSA Direct Costs and Fees Total	Line 4 + Line 5			\$
6 Canada Pavilion Service Fee**	\$12 per ft	X	ft	\$
7 Shell Scheme Multiple packages will be announced July 30, 2016. Exhibitors will be contacted by CADSI directly.	TBA	X	ft	
8 Grand Total	Add lines 6, 7, 8, and 9			\$

*All companies are required to pay HST. However, CADSI will cover all US Tax costs on booth space purchased through CADSI.** The Canada Pavilion fee's allow CADSI to develop a world class experience for our members, by developing added value programs and pavilion marketing. For more information please refer to the planning guide on the Canada Pavilion website.

Configuration: ___ ft X ___ ft= ___ **Exhibit Stand Type:** (Please circle one)

Location Preferences: Please indicate with stand number **1.** **2.** **3.** _____

Payment Using Credit Card ___ Visa ___ MasterCard ___ Amex

Card Number: _____ Expiry Date: _____ (MMYY)

Please fax completed and signed contract to 613-235-0784. If paying by cheque, please make cheque payable to the Canadian Association of Defence and Security Industries (CADSI) and mail to: CADSI, 130 Slater Street, Suite 1250, Ottawa, ON K1P 6E2.

If Organizer accepts this Application, a confirmation letter will be sent to you, and the terms and conditions of the Agreement will be binding as of the date of the Application. **Exhibitor should request a copy of the "Terms and Conditions of Participation in Event" if none is attached.**

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. Exhibitor may not share, 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 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 may require 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 and the venue owner 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

CANCELLATION OR TERMINATION.

a. Cancellation. Organizer may cancel all or any part of the Event for any reason, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Exhibitor a portion of the Total Space Fee already paid to Organizer, after which Exhibitor will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.

b. Termination by Exhibitor. Prior to February 5, 2016, cancellations will be refunded less a ten percent (10%) administration fee plus HST. Between February 6, 2016 and April 25, 2016, cancellations will be refunded less a fifty per cent (50%) administration fee plus HST. After April 25, 2016, Exhibitor is responsible for the Total Space Fee, including HST. Termination by Exhibitor must be in writing and will be effective upon receipt by Organizer. Exhibitor acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Exhibitor terminates this Agreement or Exhibitor's participation in the Event and any amounts retained by Organizer are not to be deemed or construed as a forfeiture or penalty. In the event of termination, Organizer is entitled to enter into an exhibit space agreement for the Space with another party with no liability to account to Exhibitor and without relieving Exhibitor from payment of the Total Space Fee or any part thereof.

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, including but not limited to Exhibitor's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner or violate Organizer's standards of conduct set out in the Manual or in any other correspondence provided to the Exhibitor. Exhibitor will not be entitled to any refund of the Total Space Fee in the event of any such termination.

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. Organizer grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from Organizer. Upon completion of the Event or earlier termination of this Agreement, Exhibitor promptly must return the Organizer Materials to Organizer upon Organizer's written request. Exhibitor may not use or sell lists of Event exhibitors or participants without Organizer's prior written permission.

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, (COLLECTIVELY, THE "**EVENT PROVIDERS**") LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES FOR ANY OF THEIR ACTS OR OMISSIONS IN CONNECTION WITH THE EVENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW OR ANY OTHER CAUSE OF ACTION, AND WHETHER OR NOT SUCH EVENT PROVIDER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IN NO EVENT WILL ORGANIZER'S LIABILITY HEREUNDER, OR OTHERWISE IN CONNECTION WITH THE EVENT, EXCEED THE AMOUNT ACTUALLY PAID TO IT BY EXHIBITOR FOR THE SPACE. ORGANIZER IS NOT LIABLE FOR ANY ERRORS IN ANY LISTING OR DESCRIPTIONS OR FOR OMITTING EXHIBITOR FROM THE EVENT SHOW GUIDE OR OTHER MATERIALS.

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, OR ANY OF ITS VISITORS, OFFICERS, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES, RESULTING FROM THEFT, FIRE, EARTHQUAKE, WATER, UNAVAILABILITY OF 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, (ii) the negligence or misconduct of Exhibitor, its agents, employees or representatives, or (iii) Exhibitor's breach of any obligations under this Agreement.

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. RELEASE. Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees or representatives, in connection with such activity or to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 8, and specifically waives any statutory restriction on waivers of future claims or moral rights.

9. 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. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Exhibitor may not assign this Agreement to any other party, (which for the purposes of this Agreement includes a change in control of Exhibitor), without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Exhibitor.

10. 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. The parties hereto expressly submit and consent in advance to such jurisdiction and agree that service of summons and complaint or other process papers may be made by registered or certified mail.