

## EUROSATORY 2016 13- 17 JUNE PARIS, FRANCE

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)

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

**Payment Terms: The Total Space Fee is calculated based on Exhibitor's selections on page two.** 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.**

**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, 251 Laurier Avenue West, Suite 300, Ottawa, ON K1P 5J6. 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.**

I have read and agree to the Agreement, Exhibitor Manual and Exhibitor 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 sqm:	Stand Type:
		Total Cost: \$	

## Indoor Exhibit Space and Fees (Exchange rate from Euro to Canadian Dollar at 1.56)

1 <b>Raw Space</b>	<b>\$742 (€475) per sqm</b>	X	sqm	\$
2 <b>Mezzanine /Upper Floor (Optional)</b> Maximum construction allowed: 20% of the total floor surface	<b>\$495 (€317) per sqm</b>	X	sqm	\$
3 <b>Corner Options</b>	<b>\$558 (€357) ) per corner</b>	X		\$
4 <b>Security Deposit</b>	<b>\$39 (€25) per sqm</b>	X	sqm	\$
5 <b>Eurosatory Registration Fees</b>	9-30m2 \$1,438 (920 €) 31-60m2 \$1,570 (1002 €) 61-100m2 \$2,416 (1545 €) 101-250m2 \$4,072 (2605 €) 251-500m2 \$5,355 (3425 €) >500m2 \$9,660 (6182 €) Co-Exhibitor \$1,438 (920 €) >500m2 \$ 1,060 (680 €)			\$
6 <b>Taxable Total</b>	<b>Add lines 1,2 and 3</b>			\$
7 <b>VAT (20%)</b> – CADSI will cover VAT. Companies to assist CADSI with fees to recover funds which accounts for 4%	<b>Line 6 X 4%</b>			\$
8 <b>Canada Pavilion Service Fee**</b>	<b>\$145 (€95) per sqm</b>	X	sqm	\$
9 <b>Shell Scheme</b> <b>Note:</b> Shell Scheme's are required for all booths in the Canada Pavilion less than 36sqm. Companies >36sqm will need to work with pavilion contractor to ensure booth fits Pavilion brand.	<b>Pricing to be announce early 2016</b>			
10 <b>Grand Total</b>	<b>Add lines 6, 7, 8, and 9</b>			\$

\*\* 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:** \_\_\_\_\_ sqm X \_\_\_\_\_ sqm = \_\_\_\_\_ **Exhibit Stand Type:** (Please circle one) **Raw** **Shell**

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

## Terms and Conditions of Participation in Event

**1. 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 by information provided to Exhibitor in writing.

### 2. ASSIGNMENT AND USE OF SPACE.

**a. Benefits and License Grant.** Organizer will provide Exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Space Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the 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.

**b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** Organizer will assign the Space. Organizer may reassign 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) unless authorized by Organizer.** Exhibitor must fully occupy the Space, and must provide displays, equipment, etc., unless Organizer specifies otherwise and the space must be open to all attendees for the duration of the show hours. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Organizer's schedule. 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. 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 their exhibit space must be presented to the Organizer 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 booth space.

**c. Own Risk.** Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's Space is 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 booth.

**e. Other Events and Marketing.** Exhibitor agrees that it may not use any 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 in advance, during the event or within the exhibit booth, must be submitted to the Organizer prior to implementation of any 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.

### 3. 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 Ontarians Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. 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 agrees to obtain, maintain in effect throughout the Event and provide to Organizer at least thirty (30) days prior to move in to the Event a certificate of insurance showing that there is in effect a policy of a minimum of \$1 million combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which Organizer and the Event Providers (as defined in paragraph 6 below) 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.

### 4. CANCELLATION OR TERMINATION.

**a. Cancellation.** Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, 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 any space fees 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 September 1, 2015, cancellations will be refunded less a 10% administration fee plus HST. Between September 14, 2015 and October 30, 2015, cancellations will be refunded less a 50% administration fee plus HST. After November 1, 2015 the exhibitor is responsible for entire booth cost plus 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; the amounts due from Exhibitor under this Agreement as of the effective date of any termination by Exhibitor belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

**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. Any such termination is treated as a termination by Exhibitor under this Agreement.

**5. 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 attendees without Organizer's prior written permission.

## 6. LIMITATION OF LIABILITY; INDEMNITY.

**a.** Under no circumstances is Organizer, the venue at which the Event is held, or any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, 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, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

**c.** Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder. Exhibitor must maintain proper insurance coverage for its property and liability, and represents and warrants that it has obtained adequate insurance of at least \$1 million to cover its potential liability hereunder.

**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.

**7. 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 permittees, 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 7, and specifically waives any statutory restriction on waivers of future claims or moral rights.

**8. 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, including a successor in interest in the event of a merger or sale of assets, 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.

**9. 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 or papers may be made by registered or certified mail addressed to the relevant party at the address to which notices are to be sent pursuant to this Agreement. The parties hereto waive any claim that a court located in the province of Ontario is an inconvenient forum or an improper forum based on lack of venue.