

# **RECRUITMENT EXHIBIT SPACE** APPLICATION AND CONTRACT

# April 15, 16, 2016 International Centre, Toronto, Ontario

We, the undersigned ("Exhibitor"), offer to take, for our use, exhibit space from Truck World Show Corporation, a wholly-owned subsidiary of Newcom Business Media Inc. for Truck World, subject to the terms and conditions on this page and the reverse (page 2) of this contract. Faxed or e-mailed applications will be treated as originals and are subject to the terms and conditions of this contract. □ Yes, please send me relevant and timely information from time to time from trusted industry partners. All such content is reviewed by Truck World show management and subject to approval. This ensures that the content delivered to you is relevant and of interest.

# All show information will be sent to the following address unless otherwise indicated. The information provided below will appear in the official show guide unless otherwise indicated.

Company Name:			
Exhibit Contact:			Title:
E-mail:			
Street Address:			
City:		Prov/State:	Postal/Zip Code:
Telephone:		Fax:	
Secondary Contact:			Title:
E-mail:			
Telephone: Fax:			Website:
Products/services	to be exhibited:		
Please list any compe	etitors you do not v	ant to be located near.	
A. EXHIBIT SPACE LOCA	TION PREFERENCE:		<b>C.</b> SIGNATURE REQUIRED:
1st choice:	2nd ch	Dice:	I have read, and agreed to, the terms and conditions on the reverse (page 2) of this agreement.
3rd choice:	4th cho	ice:	
<b>B.</b> EXHIBIT SIZE (MINIM	UM 100 SQ FT):		Name: Date:
10 ft. x 10 ft.	\$1,050.00	\$	Signature:
10 ft. x 10 ft. Draped	\$1,350.00	\$	NO EXHIBIT SPACE WILL BE RESERVED WITHOUT PAYMENT.
10 ft. x 10 ft. Hard Wall:	\$1,750.00	\$	Cheque should be payable to Truck World Show Corporation. SEND YOUR APPLICATION/CONTRACT AND PAYMENT TO:
For booths larger than 500	) sq. ft. please ask abo	It pricing	Truck World 451 Attwell Drive, Toronto, Ontario, Canada M9W 5C4
Logo in Truck World onli	ne exhibitor listing fo	r <b>\$125</b> (optional) \$	Telephone: 416-510-6892 Fax: 416 510-5140 ——— Email: kathy@newcom.ca
		SUBTOTAL\$	PAYMENT TERMS: Upon receipt.
Plus 13% HST (all exhibitors must pay Harmonized Sales Tax) R862747953 \$			PLEASE SEND INFORMATION REGARDING SPONSORSHIPS
		GRAND TOTAL\$	PLEASE SEND INFORMATION REGARDING SHOW GUIDE ADVERTISING

DO NOT WRITE IN SPACE BELOW. COPY FOR YOUR RECORDS. Acceptance by Management: This application has been accepted and space has been assigned as follows:

Date contract received:		Management Signature:		
Booth number(s):		Total Square Ft:		_
Booth Cost: \$	Logo: \$	HST: \$	Total: \$	
Payment Received:		Cheque #:	Amount: \$	Date:
			Balance Due: \$	
Payment Received:		Cheque #:	Amount: \$	
			Balance Due: \$	

# Truck World 2016 Terms and Conditions

### **1. EXHIBITOR COVENANTS**

- a) The exhibitor agrees to abide by all rules and regulations adopted by Newcom Business Media Inc., and Truck World and agrees that Newcom Business Media Inc. shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
- b) The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Newcom Business Media Inc. and the official contractors serving the show facility and companies operating in the building in which the show is taking place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
- c) The exhibitor agrees to abide by all the rules and regulations as outlined in the Ontario Occupational Health and Safety Act. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations and any other third 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 the operation of its trade or business in their space allocated.
- d)The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show where a prize or prizes having a value in excess of \$50 are offered unless the exhibitors (i) satisfies Newcom Business Media Inc. that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to Newcom Business Media Inc. covering the value of the prize(s).
- e) The exhibitor agrees to obey any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees and those for whom in law they are responsible for, obey any such regulations.

#### 2. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- b) Newcom Business Media Inc. 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 Newcom Business Media Inc. considers objectionable, and (iii) relocated exhibitors or exhibits when in Newcom Business Media Inc.'s opinion such moves are necessary to maintain the character and/or good order of the show.

#### **3. ASSIGNMENT OR SUBLETTING**

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of Newcom Business Media Inc. which permission may be arbitrarily withheld.

#### 4. INSURANCE

The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to Newcom Business Media Inc. The policy of insurance shall name Newcom Business Media Inc. as co-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations of the show. Policy shall provide coverage of at least \$2,000,000 for each separate occurrence. The exhibitor shall provide Newcom Business Media Inc. with a Certificate of Insurance prior to the move in date.

#### **5. INDEMNITY**

a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Newcom Business Media Inc. the show sponsors or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property with the exception of any damages injury or death caused by the gross negligence or willful misconduct of Newcom Business Media Inc or Truck World Show Corporation

b) The exhibitor agrees to indemnify and hold harmless Newcom Business Media Inc., show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Newcom Business Media Inc., or a visitor to the show, except if such damages, injury or death were caused by the gross negligence or willful misconduct of Newcom Business Media Inc. or Truck World Show Corporation.

### 6. EXHIBITOR'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and Newcom Business Media Inc. assumes no responsibility for loss or damage thereto.

#### 7. BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of Newcom Business Media Inc., its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of Newcom Business Media Inc., its agents or any other exhibitor.

#### 8. CANCELLATION AND TERMINATION

This contract may only be cancelled if notice, in writing, is received by Newcom Business Media Inc. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 180 days or less prior to the first day of the show, the exhibitor is liable for full payment of his space rental under this contract.

In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Newcom Business Media Inc. reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of his contract. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.

#### 9. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred.

# **10. CANCELLATION OR CURTAILMENT OF SHOW**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Newcom Business Media Inc. and sponsors, or if for any reason Newcom Business Media Inc. is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, Newcom Business Media 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. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.

# **11. NSF CHEQUES**

In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$50 administration fee will be charged to the exhibitor.