



**Exhibitor Space Agreement  
Food & Drink on the Rink**

Attn: Matthew Reid

8787 McHugh Street, Windsor, Ontario N8S0A1

Phone: 519-974-7979 ext. 4602 Fax: 519-974-5823 Email: mreid@wfcu-centre.com



Company Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Website \_\_\_\_\_

Description of product(s) display:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please check all that apply

I intend to cook at my exhibit  
 I intend to sample product  
 I intend to sell product  
 I intend to use audio/video

**Booth rental**

*Booth rental includes one (1) 10' x 10' booth space with 8 foot back and 3 foot walls, ID sign, wastebasket, one (1) event parking permit and two (2) exhibitor badges per booth purchased.*

Early Bird Booth	_____ x \$500	_____
Single Booth	_____ x \$550	_____
Early Bird Corner	_____ x \$550	_____
Single Corner	_____ x \$600	_____
	<b>Subtotal (1)</b>	<input type="text"/>
Additional parking passes	_____ x \$10	_____
Additional exhibitor badges (valid for all event days)	_____ x \$10	_____
	<b>Subtotal (2)</b>	<input type="text"/>
Tables	8' white skirted - includes two chairs	_____ x \$40 _____
	8' black skirted - includes two chairs	_____ x \$40 _____
	6' white skirted - includes two chairs	_____ x \$40 _____
	6' black skirted - includes two chairs	_____ x \$40 _____
Booth carpeting (10 x 10)	_____ x \$50	_____
Electrical Hook Up	_____ x \$50	_____
Table Riser	_____ x \$75	_____
Data Hook Up	_____ x \$100	_____
	<b>Subtotal (3)</b>	<input type="text"/>
	<b>Total (Subtotal 1 + 2 + 3)</b>	<input type="text"/>

See insurance requirements on page #2

Payment schedule: 50% deposit due at time of receipt of signed agreement. Balance due by: February 1st, 2015

Exhibit contract is subject to cancellation unless payment is received by the deadline. To avoid relocation and cancellation, issue full payment by February 1st, 2015; 100% payment is due if reserving space after deadline has passed.

Select from the following options:

Please find my cheque attached (payable to WFCU Centre)  
 Please invoice me for the remaining 50% balance (final payment must be received by 1/2/2015)  
 I authorize WFCU Centre to process payment of the total cost on the given card  
 Please charge remaining balance on credit card on February 1st, 2015

Credit Card Type \_\_\_\_\_ Credit Card Number \_\_\_\_\_  
 Cardholders Name \_\_\_\_\_ Exp Date \_\_\_\_\_ CSV Code \_\_\_\_\_  
 Signature \_\_\_\_\_

\*Additional charges incurred at show site plus any outstanding balance will automatically be charged to above card. Any amounts due and payable to WFCU Centre which are not paid within 72 hours after the final settlement shall accrue interest from the date until paid at the highest rate allowed by the laws of the Province of Ontario.

I/We hereby apply for exhibition space in Food & Drink On The Rink. If accepted, I/We hereby agree to abide by all show policies & procedures, including, without limitation, the terms and conditions set forth hereafter, established by the WFCU Centre.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Accepted by on behalf of WFCU Centre \_\_\_\_\_

## **POLICIES & PROCEDURES:**

### **1. EXHIBITOR AGREEMENT**

- a. The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors of the Show.
- b. The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by the WFCU CENTRE including rules and regulations set forth in the Exhibitor Manual.
- c. The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- d. The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies WFCU CENTRE that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of WFCU CENTRE is obtained.
- e. 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 WFCU CENTRE. The Exhibitor agrees to indemnify and save harmless WFCU CENTRE 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.

### **2. WFCU CENTRE RIGHTS**

- a. WFCU CENTRE 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 WFCU CENTRE considers to be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of WFCU CENTRE, as determined in WFCU CENTRE's sole discretion; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part the Show; or (v) change the date, location and duration of the Show; all without any obligation or liability to WFCU CENTRE.
- b. WFCU CENTRE shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

### **3. ASSIGNMENT**

The Exhibitor shall not assign any rights or sublet space under this Agreement without the prior written permission of WFCU CENTRE, which permission may be withheld in WFCU CENTRE sole discretion.

### **4. INDEMNIFICATION**

The Exhibitor agrees to indemnify, defend, save and hold harmless Global Spectrum Facility Management L.P, the WFCU CENTRE Centre and The City of Windsor (the "City"), City officials, and any other present or future lender providing financing to the City in connection with the construction or operation of the facility, and each of their respective officers, directors, partners, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses) costs and charges of every kind resulting from (i) any breach of this Agreement by Exhibitor, (ii) Exhibitor's use and occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) personal injuries, including, without limitation, death, property damages or any other damage sustained by the Exhibitor, WFCU CENTRE, 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 in law.

Neither WFCU CENTRE nor any of its officers, partners, employees or agents shall be responsible or liable for any loss or damage to the personal property of Exhibitor or its employees or agents in connection with Exhibitor's use of the facility hereunder. Exhibitor acknowledges and agrees that all of its property or property of others in the facility shall be used and/or stored in the facility at the sole risk of Exhibitor, and Exhibitor hereby waives and releases WFCU CENTRE, and the City from any and all claims or costs related thereto to the fullest extent permitted by law.

Exhibitor acknowledges that this Agreement imposes no contractual obligations upon the City, unless, until and only if the City expressly assumes in writing the obligations of WFCU CENTRE hereunder pursuant to the provisions of that certain the Management Agreement dated September 1, 2004, by and between the City and WFCU CENTRE (the "Country Agreement").

### **5. INSURANCE**

The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to WFCU CENTRE for the period commencing on the first move-in date and terminating on the last move-out date. 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. The policy shall provide coverage of at least \$1,000,000.00 for each separate occurrence. Exhibitor shall cause such insurance to be endorsed with an endorsement that the insurance issued to Exhibitor shall be primary to and not contributory with any insurance coverage or self-insured program of WFCU CENTRE or any of the other additional named insureds listed below, and that such insurance shall be excess to any insurance issued to Exhibitor. Exhibitor shall also cause the required policy of insurance to include the City and WFCU CENTRE as additional named insureds. Insurance effected or procured by Exhibitor hereunder will not reduce or limit Exhibitor's contractual obligation to indemnify and defend WFCU CENTRE or the City pursuant to Section 4 hereof. At the request of WFCU CENTRE, the Exhibitor shall provide WFCU CENTRE with a copy of such policy.

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 its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against WFCU CENTRE, its parent corporation, subsidiaries, all affiliated companies, the City and/or the Show sponsors, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

### **6. EXHIBIT DISPLAY**

- a. All exhibits must be constructed of hardwall or professional show drape. All tables must be professional skirted with floor length, fire resistant skirting that is pleated or gathered. No paper tablecloths are allowed.
- b. The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred.

### **7. CANCELLATION**

The Exhibitor shall have the right to cancel this Agreement by notice in writing to be delivered to WFCU CENTRE no later than sixty (60) days preceding the opening date of the Show. All deposits received by WFCU CENTRE up the date of notice of cancellation are non-refundable and non-transferable.

### **8. NO AGENCY**

The relationship between WFCU CENTRE and Exhibitor is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither party shall be liable for any of the debts, accounts, obligations or other liabilities of the other party, its agents or employees, and neither party shall have any authority to obligate or bind the other party in any manner except as may be expressly provided herein. Further, no agent, servant or employee of Licensee or any of its subcontractors shall under any circumstances be deemed an agent, servant or employee of Licensor.

### **9. ATTORNEYS FEES**

In case any suit or action is instituted by either WFCU CENTRE or Exhibitor to enforce compliance with this Agreement, including all appeals, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the losing party, in addition to the costs and disbursements provided by statute.

### **10. GOVERNING LAW**

This Agreement is entered into in the Province of Ontario and, in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its principles of conflicts of laws. Any action arising out of or in connection with this Agreement or the conduct, acts or activities of the parties hereunder shall be brought in the federal or provincial courts located in Windsor, Ontario, and the parties hereby submit to the exclusive jurisdiction of those courts and consent to venue in those courts for any such actions or proceedings.