



Exhibit Space Application and Contract

May 30, 2024

Vancouver Convention Centre, East Building, Exhibition Hall A

We, the undersigned (hereinafter referred to as the "Exhibitor") offer to take, for our use, exhibition space from the Heat Pump Symposium (hereinafter referred to as the "Management" or "Exhibition Management") for the Heat Pump Symposium (hereinafter referred to as the "Exhibition") subject to the terms and conditions on this page and the reverse side. The Management reserves the right to decline any application for space. If this application is emailed to Heat Pump Symposium, we authorize the "Management" to take any / all steps in reliance on our emailed application as though it were an original.

Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ E-mail: _____ Website: _____

Address: _____

City: _____ Prov/State: _____ Postal/Zip Code: : _____

Secondary Contact: _____ Title: _____

Telephone: _____ E-mail: _____ Website: _____

SPACE RATE:

Standard Booth \$2799.00 + GST Corner Fee (if applicable) \$50.00 + GST

WE WISH TO RESERVE THE FOLLOWING SPACE OUR FIRST THREE CHOICES

SPACE NO. (S) _____

SPACE NO. (S) _____

SPACE NO. (S) _____

Management will endeavor to secure space of the size and type requested.

BOOTH COST \$ _____

Plus GST (5%)
GST # 108084138 RT0001 \$ _____

TOTAL PAYABLE TO Heat Pump Symposium

Full payment due upon receipt of invoice.

Please sign and return original to Connor Prescott at connor@newcom.ca, or Bianca Kennedy at bianca@newcom.ca, or mail to: Heat Pump Symposium c/o Newcom Media Inc., 5353 Dundas Street, West, Suite 400, Toronto, ON M9B 6H8.

EXHIBITOR SIGNATURE _____

DATE _____

PLEASE DO NOT WRITE IN THIS SPACE

ACCEPTANCE BY MANAGEMENT
This application for space at HPS has been accepted and space has been assigned as follows:

SPACE NO. (S) _____

SIZE OF BOOTH SPACE _____

SALES CONTACT _____



Terms & Conditions

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1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by HPS, and agrees that HPS 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 HPS 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 Occupational Health and Safety Regulation. 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 HPS that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to HPS 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) HPS 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 HPS considers objectionable, and (iii) relocate exhibitors or exhibits when in HPS'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 HPS 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 HPS. The policy of insurance shall name HPS as additional 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 HPS 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 HPS, 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 HPS.

- b) The exhibitor agrees to indemnify and hold harmless HPS, 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 HPS, or a visitor to the show, except if such damages, injury or death were caused by the gross negligence or willful misconduct of HPS.

6. EXHIBITOR'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and HPS 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 HPS, 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 HPS, its agents or any other exhibitor. Helium balloons are not allowed on the show floor.

8. CANCELLATION AND TERMINATION

This contract may only be cancelled if notice, in writing is received by HPS on or before February 29, 2024. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted after March 15, 2024, 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, HPS 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 HPS and sponsors, or if for any reason HPS is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, HPS 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 \$75 administration fee will be charged to the exhibitor.

Please initial and date this page and return to Show Management having read and agreed to abide by the show terms and conditions, as set out in this Application and Contract.

Initial _____ Date _____