



## 2019 Not-for-Profit Exhibitor Contract

Exhibitor Information: Please type/print information clearly

<b>Company Name:</b>	
<b>Address:</b>	
<b>City:</b>	<b>Prov./State:</b>
<b>Postal/Zip:</b>	<b>Country:</b>
<b>Web Site Address:</b>	
<b>Facebook Page Address:</b>	
<b>Instagram Profile:</b>	
<b>Twitter Profile:</b>	

Primary Contact	
<b>Show Contact Name:</b>	<b>Contact Title:</b>
<b>Contact Email:</b>	
<b>Contact Business Phone:</b>	<b>Contact Cell:</b>

<b>Billing Address</b>	<input type="checkbox"/> Same as above
<b>Company Name:</b>	
<b>Address:</b>	
<b>City:</b>	<b>Prov./State:</b>
<b>Postal/Zip:</b>	<b>Country:</b>

<b>Show Guide &amp; Web Site Listing</b> (maximum 38 characters) (to appear as)
<b>Company Name:</b>

There are three exhibitor categories at the KW Pet Expo which are Commercial, Charity/Non-Profit Exhibitors and Clubs/Breeders. You must register for the show within the category you represent. This differentiation is to create an easy-to-navigate show for our buyer attendees. Please note: if upon review of your contract by Show Management it is determined that you have selected the incorrect booth category, you will be moved to the correct section of the show floor.

**Standard Exhibit Booth** (includes one 10' x 10' blue and white draped exhibit booth (8' draped back wall and 3' side drapes, and two chairs) **Tables are not included**

### Exhibitor Benefits and Booth Inclusions

- One 10' x 10' piped blue and white draped exhibit booth (3.05 metres x 3.05 metres)
- Two chairs (Tables **NOT** included but can be ordered by Official Service Provider in advance or you can bring your own.)
- 24-hour show security
- Five staff badges
- 10 complimentary tickets
- Exhibitor lounge
- Complementary basic show listing which includes:
  - Print and digital company listing in show guide
  - Online web site listing

Booth Choices	1 <sup>st</sup> Choice – Booth #	2 <sup>nd</sup> Choice – Booth #
Although we will try to accommodate requests for preferred sites, final booth allocation is at the discretion of Show Management		

### Charity and Non-profit Exhibitor (Limited Space)

As a not-for-profit organization, this will give your agency the opportunity to educate the public of the services you provide.

**Note:**

1. Donation jars may be allowed in booth but dollar amount may not be specified.
2. In order to reduce the risk of impulsivity, there will be no direct sales, exchange or adoption of animals at the show.

### Non-profit Exhibitor

**Booth Rates (add 13% HST) – Total amount is due with application/contract**

**Early Bird Rate:**

Before January 12, 2019 (10' x 10' Booth \$130)

After January 12, 2019 rates are noted below:

<input type="checkbox"/> 10' x 10' Booth (In-line) Early Bird	\$130.00
<input type="checkbox"/> 10' x 10' Booth (In-line) after Jan. 12/19	\$150.00

**Hydro** – Do you require hydro? \$25.00 fee will apply  Yes  No

**Donate a Door Prize for Information Booth Location (Minimum value \$70; Prizes donated at above \$125 will receive social media recognition)**

A donation form will be sent to you by email.  Yes, please send me form

Will you have animals at your booth?  Yes  No

If yes, please indicate breed/species:

What area do you wish to exhibit in?  Dog  Cat  Adoption/Rescue  Breeder  Exotics

**THIS BOX MUST BE COMPLETED BY EVERY EXHIBITOR.**

**The Exhibitor intends to exhibit the following product(s) and/or service(s):** Undisclosed products or services, along with unauthorized third party promotion, are not permitted and may be removed at the discretion of Show Management. (Please advise of any updates by April 1, 2019.)

Payment Amount	
Booth Cost	\$
Hydro Cost \$25.00	\$
Extra Basic Listing - \$50.00 (Add a basic listing for any company sharing your booth space)	\$
HST 13%	\$
Total Cost	\$

Payment Options		
<input type="checkbox"/> <b>MasterCard</b> <input type="checkbox"/> <b>Visa</b>		
Card Number:	Exp.	
Address:	City:	
Prov./State	Postal/Zip	
Card Holder (please print)	Date:	
Signature:	Amount of Charge:	
<input type="checkbox"/> <b>Yes, please charge credit card balance on March 16 without further permission.</b>		
<input type="checkbox"/> <b>Mailing Cheque</b> (A \$50.00 fee will be charged for NSF cheques) (Cheque payable to: <i>KW Expo Productions, 5-420 Erb St. W., Suite 225, Waterloo, Ontario, N2L 6K6</i> )		
Chq. #	\$ Amount:	Date Issued:
<input type="checkbox"/> <b>eTransfer</b>	Send via email <a href="mailto:tplett@kwexpo.com">tplett@kwexpo.com</a>	
eTransfer Security question: Name of Event? Answer to eTransfer security question: kwpetexpo		

**Note:** Applications will not be processed unless all monies are received.

## **KW PET EXPO 2019**

### **Terms, Conditions and Regulations**

“Exhibit Contract” means 2019 Exhibit Contract for the KW Pet Expo entered into between the Exhibitor and Show Management.

“Exhibitor” means the company or individual who has entered into the 2019 Exhibit Contract.

“Exhibit Booth” means the booth to be occupied by the Exhibitor.

“Raffle” means any type of contest draw that has a prize and charges a fee to enter.

“Facility” means the Kitchener Memorial Auditorium Complex, Kinsmen and Kiwanis Arena, 400 East Avenue, Kitchener, Ontario.

“Expo” means the 2019 KW Pet Expo.

“Show Management” means KW Expo Productions/KW Pet Expo.

**1. CONTRACT:** Show Management reserves the right to render all interpretations and to establish further terms, conditions and/or regulations as may be deemed necessary for the general success of the Expo. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor Manual are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof. Show Management reserves the right, to cancel any Exhibit Contract and to withhold possession of the Exhibit Booth or expel the Exhibitor from the Expo if the Exhibitor fails to comply with any of the Expo rules and regulations.

**2. FORCE MAJEURE:** Where there is an event of force majeure, Show Management shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, explosion, act of God, war, rebellion, terrorism, vandalism, accident, riot, civil commotion, strike or by any cause whatsoever beyond the control of Show Management whether similar to or dissimilar from the causes enumeration herein. In the event of force majeure, the contract shall be terminated and the deposit returned.

**3. BOOTH SHARING:** No more than two (2) companies may share a booth. Only one company listing in program guide and web site is included in booth price. Additional listings can be purchased for sharing partners.

**4. BOOTH ASSIGNMENT:** Show Management reserves the right to alter or change the space assigned to the Exhibitor.

**5. DISPLAY:** The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Expo and the Exhibit Booth must remain intact until the closing hour of the last day of the Expo unless otherwise agreed upon in writing. The Exhibitor agrees to only exhibit the products described in this Exhibit Contract. The Exhibitor also agrees to move in and remove their exhibit and equipment according to the final move-in and move-out schedule, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred.

**6. EXHIBIT BOOTH REGULATIONS:** All booths are subject to inspection by the City of Kitchener Fire Department. No flammable fluids or substances may be used or shown in the Facility and/or the Exhibit Booth.

All live exhibits must be confined in suitable containers or fencing that provides a clear and unobstructed view of the contents and live exhibits therein. Exhibitors assume all liabilities and/or obligations caused by faulty or improper displays.

No signs or other articles are to be fastened or punctured through the booth drapery. Exhibitor will be charged a fee if there is any damage to the drapery, including punctures, and said fee will be set by the pipe and drape rental company. Hanging hooks can be purchased directly from the rental company for the cost of \$2.00 - \$4.00 each. The use of

thumbtacks, scotch tape, nails, screws, bolts, crowbars, handspikes or any tool or material, which could damage the floor or walls, is strictly prohibited. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Facility, the Exhibit Booth or to the property of Show Management, its agents or any other Exhibitor. Any dripping of vehicle oil on the facility flooring will need to be removed at the exhibitors cost.

Exhibitor agrees to confine their presentation within the contracted space only, and within the maximum height of 8 feet to the back of the exhibit and 4 feet at the sides of the exhibit, unless agreed upon in writing with Show Management in advance of the Expo. There will be no solicitation outside of your booth or while standing in the aisles. Sound of any kind, must not be projected outside the Exhibit Booth.

Where the Exhibitor offers to provide raffles, donations, or other promotional measures that require guests to be present at a specified location or time, or any other unusual promotional plans, Show Management must first approve them before April 1, 2019.

All Exhibitor draws and promotional give-aways must be free and clear of any financial obligation on the part of the winner and must be in compliance with all applicable laws. All contest terms and conditions, and list of prizes available and their value must be clearly posted.

Non-profit Exhibitors are legally eligible for raffles exclusively. Any non-profit Exhibitor displaying a raffle will be required to have a lottery license by the City of Kitchener License Department.

No Exhibitor shall plan or participate in any type of event, social or other that conflicts with the hours of official Expo related events: May 4 and 5, 2019 inclusive. Any Exhibitor or representative thereof scheduling any type of event in conjunction with the Expo must have the event approved in advance by Show Management.

The Exhibitor shall not sell or supply any meals, snacks, desserts or refreshments that requires food handling during the Event or make any arrangements for such supply otherwise than with Show Management.

**7. LIGHTING & ELECTRICAL:** All electrical wiring and outlets shall be at the Exhibitor's expense, unless agreed upon in writing with Show Management in advance of the Expo. All operating electrical equipment used in the exhibit must have C.S.A. or equivalent provincial power authority approval.

**8. PROMOTIONS:** Show Management reserves the right to reproduce all photographs, images and likeness taken during the Expo for future promotional purposes.

**9. REMOVAL:** Show Management reserves the right at any time to: (i) determine the eligibility of Exhibitors and exhibits for the Expo, (ii) reject or prohibit or alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel Exhibitors or their personnel if, in Show Management's sole opinion, their conduct or presentation is objectionable to other Show Participants and (iii) relocate Exhibitors or exhibits when in Show Management's opinion such moves are necessary to maintain the character and/or good of the Expo.

**10. EXHIBITOR REPRESENTATIVES:** All representatives of the Exhibitor and those sharing their Exhibit Booth are bound by these terms, conditions and regulations. It is the Exhibitor's responsibility to communicate all rules and regulations to those they share an Exhibit Booth with.

**11. SUBLETTING:** Space contracted by the Exhibitor may not be sublet or re-sold without the prior written permission of Show Management. The company or individual name appearing on the Exhibitor's badge and signage must be the same as it appears on the Exhibit Contract for the Exhibit Booth or a representative thereof.

**12. INSURANCE:** The Exhibitor must provide proof of adequate insurance coverage that meets the guidelines of Show Management. Without this proof, Show Management cannot allow an Exhibitor to participate. 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. The policy of insurance shall name KW Expo Productions and its affiliates as additional insurers and 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 Expo. The Exhibitor shall carry liability insurance of \$2 million. The Exhibitor agrees to furnish immediately to Show Management upon execution of the Exhibit Contract certificates of insurance pertaining to all policies of insurance carried by the Exhibitor together with satisfactory evidence from the insurer of the continuation

of such policies. If the Exhibitor fails to comply with any of the foregoing, in addition to any other rights or remedies available to Show Management in law or under these rules and regulations, Show Management shall have the right to take possession of the Exhibit Booth and the Exhibitor will be held liable for the full contract price for the said Exhibit Booth. All of the Exhibitor's property at the Expo shall be at the sole risk of the Exhibitor and Show Management assumes no responsibility for loss, theft or damage thereto.

**13. SECURITY:** Show Management will provide necessary security for the building during the hours the Expo is closed. Exhibitors must have an individual directly responsible for his/her own exhibit and maintain a staff in his/her booth space each day during the hours the Expo is open.

**14. SALES/ADOPTIONS OF LIVE ANIMALS:** The Exhibitor understands and agrees that no live animal will be sold or adopted off the Expo floor.

**15. EXCLUSIVITY:** Show Management does not provide Exhibitors with exclusivity to any one particular product or service unless specifically negotiated in writing through sponsorship.

**16. PRIVACY:** Exhibitor agrees to abide by all federal and provincial laws regarding the collection of personal information, including but not limited to, abstaining from the sale or sharing of personal information to a third party.

**17. CANCELLATION POLICY:** Either party may cancel this contract provided the other receives written notice by December 16, 2018. Any cancellations made by the Exhibitor prior to December 16, 2018, will receive a full refund less a \$125 administration fee. If the Exhibitor cancels after December 16, 2018 but before March 17, 2019, then the Exhibitor shall be liable for 50% of the total contracted space costs. If the Exhibitor cancels after March 17, 2019, the Exhibitor will be liable for 100% of the total contracted space costs. By cancelling this contract the Exhibitor forfeits all rights or claims to the allocated space and Management is free to rent it to others and collect the cancellation charge as liquidated damages. Failure to appear at the show does not release Exhibitor from responsibility for payment of the full cost of the space rented. If an Exhibitor fails to make payments due herein when they are due, such Exhibitor's rights to exhibit may be cancelled by Show Management without further notice and the Show Management shall retain any payments made by Exhibitor as liquidated damages for such breach and may allocate the space.

**18. PREVENTION OR INTERRUPTION OF USE OF PREMISES:** The Show Manager reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. In the event the Expo is cancelled because of reasons beyond the control of the Show Manager, space rental fees or deposits already made will be returned to Exhibitors and the Show Exhibitor shall be released from any and all claims for damage, which might arise in consequence thereof.

**19. UNIONS AND LABOUR:** The Exhibitor will comply with the rules and regulations of any unionized or non-unionized contractor and labour relations in force, agreements between Show Management, official contractors serving companies and the facility in which the Expo will take place and do so according to the labour laws of the jurisdiction in which the facility is located. Any dispute between the Exhibitor and any such contractor or union representative will be referred to Show Management for resolution.

**20. COMPLIANCE:** The Exhibitor is responsible for compliance with all applicable laws, bylaws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health and environmental matters and shall ensure that all equipment, materials and goods used by the Exhibitor so comply.

**21. SHIPPING:** All goods shipped to the Expo must be clearly marked with the name of the Expo, the name of the Exhibitor and the number of his/her space. Goods must not be shipped collect as Show Management will not accept these. Show Management assumes no responsibility for loss or damage to goods before, during the period of the Expo, or after its closing.

**22. LIABILITY:** The Exhibitor is liable for any damage they cause to the Facility or to any property of Show Management, participating sponsors, their agents or any other Exhibitor.

Show Management and participating sponsors are not liable for any injury, loss, burglary, additional expenses, delays or any other irregularities, including strikes, which may be caused by factors beyond their control.

The Exhibitor accepts all risks associated with the use of the Exhibit Booth and environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the Expo sponsors, Expo contractors, or the Facility for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, employees, agents or their property.

The Exhibitor agrees to indemnify and hold harmless Show Management, Expo sponsors and the Facility, their respective officers, directors, agents, affiliates and employees, against all claims, costs and charges of every kind resulting from their occupancy of the Exhibit Booth or its environs, for personal injuries, death, property damage or any other damage sustained by the Exhibitor or its officers, directors, agents, employees or those for whom in law they are responsible, or Show Management or a visitor to the Expo.

I hereby apply for exhibit space in KW Pet Expo being held May 4 and 5, 2019.

I agree to abide by the show Terms, Conditions and Regulations and I have read the show Terms, Conditions and Regulations.

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Authorized Exhibitor Signature

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Please Print Full Name

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Date

(Rev. Oct. 21, 2019)

**KW EXPO PRODUCTIONS**. 5-420 Erb Street West . Suite 225 . Waterloo . Ontario . N2L 6K6  
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