

Exhibit Space Agreement – Woodrise 2019

Date: _____

This contract confirms the existence of a mutual agreement between:

FPInnovations
 570 boul. St-Jean
 Pointe-Claire, Quebec
 Canada H9R 3J9
 Telephone :514-782-4520

hereafter referred to as “FPInnovations”, and:

Company:	
Website:	
Street Address:	Suite:
City:	
Province/State:	Country :
Postal Code:	
Phone Number:	

hereafter referred to as the “Exhibitor”.

Tradeshow Event: Woodrise 2019
Location of the Event: Québec City Convention Centre
Event Dates: September 30th to October 2nd, 2019

FPInnovations Representative:
Name: Karine Seguin
Title: Marketing Coordinator
Phone: 514-782-4520
Email: karine.seguin@fpinnovations.ca

Exhibitor’s Representative(s):

Principal Contact Name:
Title:
Email:
Phone:
Secondary Contact Name:
Title:
Email:
Phone:

Unless otherwise indicated, all Exhibit information will be sent to the principal contact and the company information provided will appear in the official online Exhibit guide.

Agreed that:

1. We, the undersigned (“Exhibitor”), accept to reserve, for our use, an Exhibit Space (the “Exhibit Space”) at the event Woodrise 2019 at the Québec City Convention Centre in Quebec, Canada (the “Exhibit”), subject to the terms and conditions of this agreement. Emailed applications will be treated as originals and are subject to the terms and conditions of this contract.
2. For its participation to the Exhibit, the Exhibitor engages to pay FPIInnovations the sum representing the size of the requested exhibit space package in Canadian Funds, plus the applicable taxes, within thirty (30) days after receiving the FPIInnovations’ invoice. No exhibit will be permitted to be placed in the Exhibit Space until full payment has been made by Exhibitor.

Exhibit Space Application: Refer to Schedule “ A ”

General Terms and Conditions: Refer to Schedule “ B ”

Accepted and agreed on behalf of Exhibitor:

Signature

Name, *please print*

Title, *please print*

Date **(mm/dd/yyyy)**, *please print*

Accepted and agreed on behalf of FPIInnovations:

Signature

Marjolaine Dugas

Name, *please print*

Director of Communications

Title, *please print*

Date **(mm/dd/yyyy)**, *please print*

Schedule A
Application – Exhibit Space Application

Requested Exhibit Size (Minimum 100 sq.ft.):

10' x 10' Exhibit Space Package (\$3,500)	
10' x 20' Exhibit Space Package (\$5,000)	
10' x 30' Exhibit Space Package (\$6,500)	
Other Size <i>**Details and prices must have been discussed in advance with the sales representative</i>	

The following items are included with your Exhibit Space package: White separating solid panels, standard countertop(s) or cocktail table(s) with stools, tracklight(s) with fixtures (75 W), grey carpet and a fascia sign with Exhibitor's name (quantity of these items may vary according to the selected package). No substitutions will be provided.

Exhibit Space Location Preference :

1st choice:	
2nd choice:	
3rd choice:	

Products/services to be exhibited:	
What type of company are you? Please mark all that applies	
Manufacturers	
Distributors, brokers	
Professional Services	
Promoters	
Recruiters	
Associations	
Other (Please Specify)	
Please list any competitors you do not want to be located near:	

Yes, I want to receive information about Woodrise in the future

Email your application to: karine.sequin@fpinnovations.ca, once the application received, an invoice will be sent to you. No exhibit space will be reserved without payment. Please keep a copy of this document for your files.

To contact us, please call at 514-782-4520 or by email at karine.sequin@fpinnovations.ca

**Schedule B
General Terms and Conditions**

1. EXHIBITOR COVENANTS

- a) As the Exhibit organizers, FPIInnovations is the deciding authority for any situation related to the Exhibit or its Exhibitors (the « Exhibit Management »). The Exhibitor agrees to abide by all rules and regulations adopted by FPIInnovations, and agrees that FPIInnovations shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Exhibit.
- b) The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between FPIInnovations and the official contractors serving the Exhibit and companies operating in the building in which the Exhibit is taking place (“Exhibit Facility”) 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 Quebec Occupational Health and Safety Act. Exhibitor shall comply with all regulations applicable to display of its exhibits. Exhibitor shall abide by and observe all applicable laws and all rules of the Exhibit Facility. 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 Exhibit 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 Exhibit where a prize or prizes having a value in excess of \$50 are offered unless the Exhibitors (i) satisfies FPIInnovations that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to FPIInnovations covering the value of the prize(s).
- e) The Exhibitor agrees to obey any non-smoking regulations in effect at the Exhibit Facility and agrees to ensure that its officers, agents, employees and those for whom in law they are responsible for, obey any such regulations.
- f) The Exhibitor may not show any counterfeit products, or another manufacturer’s products which have been purchased or otherwise obtained from a distributor or another manufacturer, or any products which are deemed by Exhibit Management in its sole discretion to be deceptively or illegally marketed. Exhibitors who display products on the Exhibit Space or offer products in their catalogues displayed at Woodrise 2019 that are found to violate a patent, copyright or trademark will face sanctions by Exhibit Management. Sanctions are up to the Exhibit Management, and may include closing the Exhibit Space, together with a ban from the Exhibit and loss of seniority privileges and other sanctions as deemed appropriate by Exhibit Management.
- g) Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space, and be only related to the company that has been paid for it.

2. DISPLAY

- a) The Exhibitor agrees to occupy the contracted Exhibit Space during the full term of the Exhibit and to exhibit only the products described in this contract.
- b) FPIInnovations reserves the right, in its sole and unfettered discretion to (i) determine the eligibility of Exhibitors and exhibits for the Exhibit, (ii) reject or prohibit exhibits or Exhibitors which FPIInnovations considers objectionable, and (iii) relocate Exhibitors or exhibits when in FPIInnovations’ opinion such moves are necessary to maintain the character and/or good order of the Exhibit.
- c) Exhibitors will have one hour before and one hour after Exhibit daily working hours to restock the Exhibit Space. No signs or advertising devices shall be displayed outside Exhibitor Space as to

interfere with any neighbor Exhibit Space. No products, literature, advertising, placard, stickers, or other signs relating to non-paid exhibiting firms will be allowed in individual Exhibit Space or anywhere else in the Exhibit Facility.

- d) It will be the Exhibitor's responsibility to decorate the Exhibit Space appropriately and clean its own Exhibit Space.
- e) Storing boxes or containers in the Exhibit Space is prohibited during the Exhibition. Storage arrangements can be made with the Exhibit Management for boxes and containers and they will be at the Exhibitor's expenses.
- f) No music, amplifiers or loudspeakers may be operated in the Exhibit Space except with the signed approval of FPIInnovations. FPIInnovations in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. Exhibitors should be aware that music played in Exhibit Space, whether live or recorded, may be subject to laws governing copyright.

3. ASSIGNMENT OR SUBLETTING

The Exhibitor shall not assign any rights under this agreement or sublet the Exhibit Space without the prior written permission of FPIInnovations 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 FPIInnovations. The policy of insurance shall name FPIInnovations 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 Exhibit. Policy shall provide coverage of at least \$2,000,000 for each separate occurrence. The Exhibitor shall provide 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. Neither FPIInnovations, the Exhibit Sponsors or the Exhibit Facility owners, nor any of its officers, agents employees or other representatives shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees or other representatives.
- b) The Exhibitor agrees to indemnify and hold harmless FPIInnovations, Exhibit sponsors the Exhibitory Facility owners and, 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 FPIInnovations, or a visitor to the Exhibit, except if such damages, injury or death were caused by the gross negligence or willful misconduct of FPIInnovations. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and any possible liability.

6. EXHIBITOR'S PROPERTY

All of the Exhibitor's property at the Exhibit shall be at the sole risk of the Exhibitor and FPIInnovations assumes no responsibility for loss or damage thereto. The Exhibitor's property shall at all times remain in the sole possession and custody of Exhibitor and shall be the sole responsibility of Exhibitor.

7. SUPPLIERS

A complete list of Exhibition suppliers will be available in the Exhibitor Manual such as the Québec City Convention Centre, the official shipper, customs broker, audiovisual services, computer rentals, telephone and Internet service providers, and Exhibit Facility resource staff. This list will be available at least 90 days before the Exhibition. All forms and documents related to suppliers will be available to download from Woodrise 2019 website.

8. EXHIBIT HOURS, INSTALLATION, DISMANTLING AND STAFF

The Exhibitor must respect the exhibit installation and dismantling schedules and dates as specified in the Exhibitor Manual, which will be available at least 90 days prior to the event. The Exhibitor will be responsible for all storage and any costs arising from the failure to remove materials from the exhibition floor at the time specified by the Exhibition Management.

Each Exhibitor shall keep at least one representative in its Exhibit Space during all exhibit working hours.

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

9. FIRE AND SAFETY REGULATIONS

All wiring devices, extension cords, and sockets used by Exhibitor shall be in good condition and meet the requirements of local law. Exhibitor shall not possess, store, or bring onto the Exhibit Facility and Exhibit Space materials that constitute hazardous materials as defined by applicable law.

10. BUILDING

The Exhibitor is liable for any damage they cause to the Exhibit Facility or to any property of FPInnovations, its agents or any other Exhibitor. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Exhibit Facility, the Exhibit Space or to the property of FPInnovations, its agents or any other Exhibitor.

11. WARRANTY

FPInnovations does not make any express or implied warranty as to the specific volumes or levels of attendance at the Exhibit or as to the success or profitability Exhibitor will have from exhibiting at or sponsoring the Exhibit. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level or success or profitability.

12. CANCELLATION, CURTAILMENT, SUSPENSION AND/OR RELOCATION OF EXHIBIT

Should any contingency or any cause beyond FPInnovations control interrupt or prevent the holding of the Exhibit, FPInnovations will return the amount paid for Exhibit Space in a proportional way. If for any reason, the location of the Exhibit should be changed or the dates of the Exhibit postponed, no refund will be made. In this event, FPInnovations shall assign to the Exhibitor a Exhibit Space in the new location, and the Exhibitor agrees to use such Exhibit Space under the same rules and regulations. FPInnovations shall not be financially liable or otherwise obligated or liable except as provided herein. In no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fee paid.

In the event that the Exhibit Facility is destroyed or becomes unavailable for occupancy, for reasons beyond the control of FPInnovations and sponsors, or if for any reason FPInnovations is unable to permit the Exhibitor to occupy the facility or the space, or if the Exhibit is cancelled or curtailed, FPInnovations 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.

13. CANCELLATION AND TERMINATION

This contract may only be cancelled if notice, in writing is received by FPInnovations. If notice of cancellation is submitted within 180 days or less prior to the first day of the Exhibit, the Exhibitor is liable for full payment of his Exhibit Space 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, FPInnovations reserves the right to cancel this contract without notice and all rights of the Exhibitor here- under shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by Exhibit 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.

14. 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.

15. SEVERABILITY

If any provision of this agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.

16. WAIVER

The failure of either party to enforce at any time any provision of this agreement may not be construed to be a continuing waiver of those provisions.

17. CHOICE OF LAW

This agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of the courts within the Province of Quebec, Canada for resolution of disputes.