

# CONGRESS 2009 EXHIBIT TERMS & CONDITIONS

Congress 2009 is produced by the the Baking Association of Canada (BAC). Please initial and date each page to acknowledge you have read the Exhibit Terms & Conditions for this event. **Note: Booth assignments will not be made unless the Exhibit Terms & Conditions are returned with the Exhibit Space Application.**

1. **CONTRACT:** This *Application for Exhibit Space* when, and if, accepted by BAC shall constitute a contract between the Exhibitor and BAC and, in addition to its terms, shall include and incorporate the Exhibitor's Terms & Conditions printed on this application, the tentative floor plan which the parties acknowledge may be amended and modified by BAC and the Operating Rules which will be sent to the Exhibitor as part of the Exhibitor's Manual.

2. **SHOW DETAILS:** The license given hereunder is solely for the use and occupation of the space allocated to the Exhibitor and is for the period outlined below.

**SHOW DATES:**

Sunday, April 26, 2009 12:00 noon – 5:00 pm  
Monday, April 27, 2009 12:00 noon – 5:00 pm

**SHOW LOCATION:** Bill Copeland Centre, 3676 Kensington Ave, Burnaby, BC V5B 4Z6

**MOVE-IN DATES:** Friday, April 24, 2009 and Saturday, April 25, 2009 according to a schedule to be developed by BAC. Exhibitors will not be allowed to move-in outside their allocated time period.

**MOVE-OUT DATES:** Monday, April 27, 2009 and Tuesday, April 28, 2009.  
**NOTE:** All exhibit materials must be removed by 11:00 am on Tuesday.

3. **EXHIBIT SPACE RATES:** Quoted in Canadian dollars, exclusive of 5% Federal GST (Goods and Services Tax)  
Standard booth size is 8' x 10' = 80 sq.ft. Various sizes and configurations can be accommodated.

Single In-Line Booth	\$ 18.75 per sq.ft.
Corner Premium (exposure on 2 sides)	\$250.00 each

**EXHIBIT SPACE RATES INCLUDE:**

- 2 day exhibition, 10 hours total exhibit time
- Draped booth – 8 ft high backwall, 3 ft high railing drape to aisle in Congress 2009 colours
- building perimeter (entrance/exit) security coverage
- materials handling assistance from off-loading area to booth
- five exhibitor badges per 80 sq.ft. (maximum 20 badges)
- five complimentary VIP passes per 80 sq.ft. Note: Passes are valid for admission to the trade exhibition for two days (extra passes available at discounted rates)
- Company name pre-promotion in Attendee materials (if contracted by printing deadline) and on BAC's web-site (hot link to company web-site available at additional cost)
- Company Listing in Official Program Guide published by Bakers Journal
- On-site show service contractors
- Exhibit Customer Service including Exhibitor updates and reminders
- Comprehensive Exhibitor Manual: includes operating rules, official contractor information, order forms and general information

**BAC MEMBERS ALSO ENJOY THE FOLLOWING:**

- \$2.81 per sq.ft. discount on single in-line booth cost (15% discount)
- Additional 5 complimentary VIP Passes per 80 sq.ft. (up to \$100 value per 80 sq.ft.)
- Discount on hot link to company web-site (a \$50 value)

4. **PAYMENT REQUIREMENTS:** This *Application for Exhibit Space* must be accompanied by the appropriate payment in accordance with the schedule listed below. Applications will not be processed nor assigned space without the required payment.

**If application is submitted:**

Before Sept. 30/08  
Sept. 30/08 – Jan. 31/09  
After Jan. 31/09

**Payment required is:**

25% of total booth cost plus GST  
50% of total booth cost plus GST  
100% of total booth cost plus GST

**Note:** Any exhibit space that has not been paid for in full by close of business January 31, 2009 can be reassigned or cancelled without refund at the discretion of BAC.

5. **REFUNDS AND CANCELLATION CHARGES:** In the event an Exhibitor whose *Application for Exhibit Space* has been processed and accepted wished to cancel prior to January 31, 2009 a refund of the money deposited less 25% of the total exhibit space cost and applicable GST will be returned if the **notice of cancellation is received by BAC in writing prior to January 31, 2009**. There will be no refund of exhibit space payments for cancellations made on or after January 31, 2009, even if the cancelled space is subsequently resold.

BAC reserves the right to terminate this contract and to withhold from the Exhibitor possession of exhibit space and all space rental fees paid if: (a) the Exhibitor fails to pay all space rental charges by January 31, 2009; (b) the Exhibitor fails to set up an exhibit consistent with the prime purpose of the Exhibition during the assigned move-in times or (c) the Exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions. Should this contract be terminated in this manner the Exhibitor shall forfeit, as liquidated damages, the amount paid for space rental (including GST), regardless of whether or not BAC resells the space involved.

If the Exhibition cannot not be held for any reason whatsoever, then and thereupon the license of space to the Exhibitor shall be terminated. In such case, the limit of the claim for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the amount received by BAC from the Exhibitor for license of the space. If the Exhibition is terminated for any reason during the term of the license, the amount to be refunded to the Exhibitor shall be prorated based on the proportion of the term expired up to the termination.

6. **NON-DELIVERY OF THE BUILDING:** BAC will not be liable for failure to deliver the space in the event of the building becoming unavailable through fire, act of God, public enemy, strikes, the authority of law or any other cause beyond its control.

7. **ALLOCATION OF EXHIBIT SPACE:** Whenever possible, space assignments will be made in keeping with the preferences as to location by the Exhibitor. During the initial assignments, if two or more Exhibitors request the same location in its original configuration, the Exhibitor who is a member in good standing with BAC will be given preference. In the event two or more firms are members in good standing with BAC request the same space, the application and deposit with the earliest date received will be considered first. BAC reserves the right to make the final determination of all space assignments and configurations in the best interest of the Exhibition.

Note: The availability of electrical and mechanical (water/air, etc) is limited to certain sections of the exhibit floor. Exhibitors who require these services will be placed in the appropriate areas following the above criteria.

8. **SUBLETTING OF EXHIBIT SPACE:** Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from BAC. Exhibitors must show goods manufactured or dealt by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplates and imprint or trademark under which same is sold in the general course of business.

9. **ELIGIBLE EXHIBITS:** The purpose of this Exhibition is to provide a forum whereby suppliers of ingredients, products, equipment, services and technology can meet and sell to western Canadian companies that produce finished baked goods for sale or resale. As such, all Exhibitor's products and services must be of this nature. BAC reserves the right to remove, decline or prohibit any exhibit or part of an exhibit or proposed exhibit which, in its opinion, is not suitable to or in keeping with the character of the Exhibition. Associations, educational institutions and related government departments are eligible to exhibit.

**PLEASE INITIAL, DATE AND RETURN TO BAC WITH THE EXHIBIT SPACE APPLICATION**



**Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**10. LIABILITY:** Neither BAC, nor the Bill Copeland Centre, nor the official contractors charged with providing the services can be held responsible for any injury, loss or damage that may occur to the Exhibitor's employees, agents or property from any cause whatsoever, or which may be sustained by any person who may be on the premises contracted to the Exhibitor, or watching, observing or participating in any demonstration or exhibit of the Exhibitor. Exhibitor and Exhibitor's contractors and its insurers will not subrogate against BAC for theft of, loss of or damage to Exhibitor's or Exhibitor's contractors' property while in transit to, within and in transit from the confines of the Bill Copeland Centre.

It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that each Exhibitor shall assume the risk of any injury, loss or damage, and the Exhibitor by signing this contract hereby assumes such risk and expressly releases the organization and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the Exhibitor shall be the Exhibitor's responsibility and that it is the sole responsibility of the Exhibitor to obtain such insurance protection.

NOTE: BAC will provide a building perimeter security service from the beginning of move-in, throughout the show period, until the completion of move-out on a 24 hour a day basis, but the furnishing of this service is in no case to be understood or interpreted by Exhibitors as guaranteeing them against loss or theft.

**11. INSURANCE:** Exhibitor and Exhibitor's contractors shall at their sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the contracted premises. This basic policy must comprise insurance for contractual responsibility and for civil responsibility. Such insurance shall name BAC as an additional insured.

The Exhibitor must also meet full requirements of federal and provincial legislation covering safety at work, duly protecting every person carrying out work for their account.

Exhibitor shall obtain and shall furnish upon request of BAC a certificate of insurance evidencing the required insurance to BAC. If the Exhibitor uses a non-official contractor it must furnish to BAC evidence of insurance as described in the Exhibitor's Manual, Insurance Requirements section.

All property of the Exhibitor and Exhibitor's contractors is understood to remain under its custody and control in transit to, within and in transit from the confines of the exhibit hall.

**12. DAMAGE TO PROPERTY:** The Exhibitor is liable for any damage caused to building floors, walls, or columns or to standard booth equipment, or to other Exhibitor's property. Cost for repairing any damages will be billed to the responsible Exhibitor.

**13. CONFLICTING EVENTS:** The Exhibitor agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of bakers and executives from the exhibit hall, workshops and evening functions during **Congress 2009**.

**14. ADMITTANCE RESTRICTIONS:** **Congress 2009** is an event consisting of a trade show, seminars and evening functions. As such, the general public will not be admitted. For safety reasons, children under 16 will not be permitted on the show floor during move-in and move-out.

A name badge will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in **Congress 2009** badge holders.

A fee will be charged for replacing a lost badge, for any extra badges required in excess of the regular allotment per booth, or for badges ordered after the order date specified in the Exhibitor's Manual.

**15. CHARACTER OF EXHIBITS:** The general rule of the exhibit floor is *"be a good neighbour"*. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, hostesses and models are required to confine their activities within the Exhibitor's booth space.

**a) Exhibitor's Representatives:** Each Exhibitor must ensure at all times during the period of the Exhibition that someone is present at their booth. All representatives should be either employees of the Exhibitor or representatives earning commissions, brokerage fees or on salary. Models and demonstrators may be hired and admitted to the exhibit hall with a badge that clearly identifies them as representing the Exhibitor.

**b) Attire:** Exhibitor representatives should be conservatively attired to maintain the professional and business-like climate of the exposition.

**c) Sound:** Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighbouring Exhibitors. Motion pictures relating to Exhibitor's equipment will be permitted, provided projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound movies will be permitted only if the sound is not audible in the aisle or neighbouring booths.

**d) Lighting:** In the best interest of the Exhibition, BAC reserves the right to restrict the use of glaring lights or objectionable light effects including flashing electric signs or lights.

**e) Booth Exteriors:** The exterior of any display cabinet or structure facing an aisle or adjacent Exhibitor's booth must be suitably finished and decorated at the Exhibitor's expense.

**f) Noise and Odours:** In fairness to all Exhibitors, BAC reserves the right to restrict the use of noisy or obstructive activities, noisily operating displays, or exhibits producing objectionable odours. Loud machinery should only be run for reasonable periodic demonstrations.

**16. PHOTOGRAPHY AND SKETCHING:** Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without expressed authority of the Exhibitor concerned in each case. In the event of a dispute, the film will be confiscated, developed and the pictures and negatives in question will be returned to the Exhibitor concerned, all at the expense of the offending individual. Sketching or drawing machinery on display is prohibited.

**17. DISPLAY HEIGHTS:** Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc) and hanging signs, banners, flags or any other exhibit components that must be suspended from the ceiling must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor's Manual.

**18. EQUIPMENT POSITIONING WITHIN EXHIBIT:** To ensure the safety of all show participants, machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle, subject to Show Management approval. Equipment displayed in *"in-line exhibits"* should be positioned so as to minimize interference with the sightline into neighbouring exhibits.

**19. EXHIBITOR'S MANUAL:** BAC will make available to each Exhibitor an Exhibitor's Manual which shall contain a copy of the operating rules and shall provide official contractor information, order forms and guidelines on installing and dismantling of exhibits. This manual will be forwarded to the person named on the *Application for Exhibit Space* as the Booth Coordinator.

**20. EXHIBITOR RESPONSIBILITY:** Each Exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Exhibition. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor.

**21. INTERPRETATION OF REGULATIONS:** BAC reserves the right to make changes, amendments and additions to these Terms and Conditions at any time and all changes, amendments and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by BAC.

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Date: \_\_\_\_\_