

Ontario Trucking Association - Convention Exhibit

Application and Contract for Booth Space

November 17-18, 2011



IN ORDER TO VALIDATE THIS CONTRACT

1. We attach our cheque (*in Canadian Funds*) payable to the Ontario Trucking Association (OTA), or have provided valid credit card information as indicated. **PAYMENT IN FULL MUST ACCOMPANY CONTRACT.**
2. We agree that space assigned shall be accepted by us unless we reject it within ten (10) days of notice from OTA.
3. We agree that the Exhibit Rules and Regulations printed on the reverse side are part of this contract.

NOTE: Only original, signed contracts with attached cheques or valid credit card information are dated and processed. Booth space is not protected via telephone.

(PRINT OR TYPE ~ List information as you wish it to appear in OTA's Exhibit Directory)

Name _____ Title _____

Company _____ Address _____

City _____ Province _____ Postal Code _____

Phone _____ Ext. _____ Fax _____

Email Address _____ Website Address _____

Authorized By (Print Full Name) _____ Authorized Signature _____

PRODUCT DESCRIPTION INFORMATION
 Describe your company's products or services in 50 words or less for the exhibit listing in the convention website and final program. OTA reserves the right to edit to fit allocated space. Attach separate sheet if necessary.

Note Any Competitors From Whom You Desire Booth Separation. This Is Very Important!

BOOTH SELECTION: *Specify all 3 space choices.* You will be assigned your first space choice according to availability. If you fail to provide 3 space choices, and all of your choices are already assigned, we will contact you once by phone. However, we will proceed with assignments to companies whose space choices are available until you return our phone call.

OTA is hereby authorized to reserve exhibition space by booth number(s) listed below for use of the undersigned. Our three (3) choices for space are as follows:

1st Choice – Booth # _____ 2nd Choice – Booth # _____ 3rd Choice – Booth # _____

Booth Space	Cost
Member Price	\$2,000
Non-Member Price	\$3,000
Subtotal	_____
(HST# 10780 1003 RT0001) 13% HST	
Exhibition Booth Prices – All Prices in Canadian Dollars	Total

PAYMENT INFORMATION: I have provided full payment for my requested booth space below

Company Cheque Enclosed Cheque # _____ Visa MasterCard AMEX

Credit Card # _____ Expiry Date _____

Cardholder's Name _____ Signature _____

Cardholder's Phone # _____ CC Auth. # _____

FOR OFFICE USE ONLY

Individual ID _____ Company ID _____ Batch # _____ Invoice # _____

Member Non-Member Date Received _____ Space Assigned: Booth(s) # _____

FORWARD APPLICATION FORM WITH PAYMENT TO:
 Attn: Convention Department, Ontario Trucking Association
 555 Dixon Road | Toronto, ON M9W 1H8
 Phone: 416.249.7401 | Fax: 1.866.713.4188 (Use Fax Only If Paying By Credit Card)

1) DEFINITIONS

"OTA" means Ontario Trucking Association and its authorized agents and representatives acting within the scope of their authority. "Exhibitor", as used in these rules, means any person or company exhibiting in the Showcase. Decision of OTA in interpreting these rules shall be final.

(2) SPACE ASSIGNMENT

Although the Exhibitor is required to indicate three (3) booth preferences, OTA will assign booth requests on a first come, first served basis according to the envelope postmark or OTA "Date Received" stamp, and number of booths requested.

OTA reserves the right to reassign booth space at its own discretion as it deems necessary after the contract has been signed. Space is leased with the understanding that Exhibitor will hold OTA harmless from any and/or all liability which may result from any cause whatsoever.

(3) PAYMENTS AND CANCELLATIONS

In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing on reverse side of this contract. In the event of cancellation by Exhibitor at any time OTA shall have the right to rent the space to anyone else without obligation to return the amount already paid and the right to retain such amount as liquidated damages. Any amount paid in advance by the Exhibitor may be refunded by OTA according to the schedule indicated below. The Exhibitor understands that a cancellation is not valid until received in writing at OTA offices in Toronto, ON. All refunds will be dependent upon OTA's ability to rent the cancelled space.

REFUND SCHEDULE

Written cancellations received:

Before October 17, 2011 – 50% refund of total space cost

Between October 17, 2011 and November 4, 2011 – 25% refund of total space cost

After November 4, 2011 – NO REFUNDS, NO EXCEPTIONS

(4) INSTALLATION AND DISMANTLING

Exhibitors shall be governed by the following periods for installation and dismantling of exhibits:

Move-In: Thursday, November 17, 2011 – 9:00am – 2:00pm *(subject to change)*
(Later hours available upon request)

All booths should be erected and require no further set-up by 3:00pm Thursday, November 17, 2011.

Move-Out: Friday, November 18, 2011 – 3:00pm

Note: All booth materials must be removed no later than 5:00pm on Friday, November 18, 2011. OTA will not be responsible for any booth materials that are not removed from the exhibit floor.

(5) BOOTHS AND EQUIPMENT

Booth space includes backwall and booth dividers as specified in the Rules and Regulations. All other furnishings, equipment, facilities, etc. will be provided by Exhibitor at his own expense and responsibility. (Furnishings and décor can be obtained through the official supplier Freeman Decorating). Note that 1 draped table, 2 chairs, and wastebasket are included in the booth price.

Backwall widths are limited to a maximum of 10'. Standard heights are 8' with a maximum of 10' which requires show management permission in advance of set-up.

(6) USE OF BOOTHS

All demonstrations and exhibits must be confined to the exhibit booths. No Exhibitor shall assign, sublet or share the whole or any part of the booth space allotted.

(7) EXCLUSIONS

OTA shall have the right to exclude, remove at Exhibitor's expense, or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable or not in keeping with the character of the Exhibition. OTA shall have the right to demand modification of the appearance of dress or persons or mannequins used in conjunction with displays or demonstrations. If Exhibitor refuses OTA's demand, OTA reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration.

(8) HANDLING AND STORAGE – Very Important!

The Doubletree – by Hilton – Toronto Airport does not have the facilities to accept/store exhibit materials prior to the published move-in period as outlined in paragraph (4). Exhibitor will comply with OTA's handling and storage arrangements through the official decorator/drayage service regarding delivery and receipt of shipments/crates before move-in time. No exceptions/No excuses.

(9) INSURANCE

The Exhibitor is required to maintain public liability insurance for a minimum of \$2,000,000 for the duration of the Exhibition, including move-in and move-out. Proof of insurance must be provided to OTA by **November 4, 2011**. The Exhibitor shall also insure his own exhibit and merchandise against fire, theft and all perils. The Exhibitor agrees not to do anything on the exhibition site or nearby and not to bring anything into the exhibit hall that might cause a risk of fire or invalidate or be contrary to insurance policies or any rules and regulations of the exhibit hall.

(10) NON-DELIVERY OF EXHIBITION

OTA, its agents and employees will not be liable for failure to hold the Exhibition as scheduled. Payments for booth space will be returned in that event except any actual expenses incurred in connection with the Exhibition will be deducted if the Exhibition is cancelled on or after October 17, 2011, because of fire, or any act of God, or the public enemy, or strike, or epidemic, or any law or regulation of public authority, which makes it impossible or impractical to hold the Exhibition.

(11) ADMISSIONS

OTA will have sole control over all admissions of all persons to exhibit including Exhibitor personnel and/or registrants, according to the Rules and Regulations of the exhibition as issued or amended (with or without advance notice) by authorized representatives of OTA. OTA makes every effort to attract the maximum amount of attendees to its exhibit, but does not guarantee specific volumes or levels of attendance.

(12) RESTRICTION OF ROOM ASSIGNMENTS, AND USE OF HOSPITALITY SUITES

Exhibitor agrees that OTA has sole control over the assignment and use of such rooms or suites at the hotel. No Exhibitor shall assign, sublet, or share the whole or any part of any accommodation without receipt of written consent in advance by OTA. Violation of any regulation of OTA shall be construed as justifiable cause for the immediate removal of Exhibitor's display without further compensation to Exhibitor and/or their distributors, dealers or personnel.

(13) RULES AND REGULATIONS

Exhibitors will abide by all other provisions of the said Rules and Regulations. Exhibitor further agrees to adhere to all fire, utility, and building codes and regulations and all other regulations of governmental agencies and the hotel. All drapes and decorative material will be flameproof.

(14) LIVE OR RECORDED MUSIC

Exhibitors wishing to have either live or recorded music must submit to OTA either evidence of ownership of such music or copyright license agreements permitting the use of such music. In the absence of such agreements, the performance of live or recorded music is prohibited. **EXHIBITOR AGREES TO INDEMNIFY OTA FOR ANY LIABILITY ARISING FROM THE UNLICENSED PERFORMANCE OF SUCH MUSIC.**