



642 Des Begonias, Laval, Qc H7X 1H8 | T. 450-969-2137 | F. 1.888.629.9713

# **ELEGANT WEDDING BRIDAL SHOWCASE**

TERMS AND CONDITIONS OF EXHIBITOR PARTICIPATION

## **Definitions**

The "Event" shall be referred to as "Elegant Wedding Bridal Showcase", which will take place on Sunday, November 5, 2017 from 11:00 to 17:00 at the Windsor Ballroom 1170 rue Peel, Montreal Qc, H3B 4P2.

The "Producer" shall be referred to as "Montreal Wedding Planner", at 642 des begonias Laval Qc, H7X 1H8 The "Exhibitor" shall be referred to as the undersigned.

The "Venue" shall be referred to as The Windsor Ballroom

# **Payment** (please disregard if payment is made)

- 1. Exhibitor will provide a non-refundable 50% deposit, with the signed completed response form. Exhibitor's space is not reserved until this deposit is received. Payment can be made by check, credit card or money order.
- 2. The remaining balance is due 30 days prior to the event date.
- 3. All checks are payable to Elegant Wedding.

# **Non-Payment**

Failure to pay as indicated will allow Producer the right to cancel exhibitor's participation and/or release the contracted exhibit space and is free to resell space.

## Cancellation

In the event exhibitor cancels, the exhibitor is responsible for 50% of the total sum due and, 100% of contract if exhibitor cancels within (60) days of event date. All cancellation must be submitted in writing.

### Insurance

By signing and returning the exhibitor's kit to Elegant Wedding, the Exhibitor and/or independent contractor named herein are jointly responsible and hereby agree to conform to guidelines enclosed. Both parties are confirming and admitting proof that a trade show insurance policy was obtained for a minimum of two million dollars (\$2,000,000) for the week-end of The Elegant Wedding bridal showcase.

The Exhibitor understands he/she must correctly insure the amount needed and will maintain it in force till the end of the Show. In addition, the Exhibitor admits to have purchased a comprehensive insurance covering the booth and its content, including the layout and improvements for an amount equal to their full replacement value, including a comprehensive insurance covering the legal liability of the Producer.

Copies of each policy shall be available on demand to the Producer at the beginning of the show and Premiums for each of said policies will be paid by the Exhibitor. The liability insurance policy shall appoint the Producer (elegant wedding bridal showcase and Le Windsor Properties Inc., located at 1170 Peel Street, Montreal, as additional insured.

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# **Space Assignment and Attendees**

Producer will attempt to accommodate the space needs and request of Exhibitor but cannot guarantee specific locations within the event space. Exhibitor acknowledges that he/she is not contracting for a specific booth(s), but rather for the right to participate in the Event. The Event makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees. The Exhibitors are not to share the Leased Area with any other party, unless approved in advance by Elegant Wedding and exhibitors are not to assign or transfer this lease.

# **Catering**

Please note that catering at the venue is for visitors (future brides, grooms, and their guests.)

# **Space Displays and Decor**

All displays and decor within an Exhibitor's space must be detailed in advance, for approval, by the Producer. All Exhibitor's displays and decorations shall not deface, damage or be affixed to any fixtures and/or structures on the venue's premises. No special effects that inject substances into the air or onto the floor of the hall (e.g. smoke, fog, confetti) are permitted unless authorized by producer and Exhibitor shall be liable for fines or damages arising out to such non-compliances. All building and fire safety regulations shall be complied with and any and all necessary documents must be provided to management if requested of the exhibitor. i.e. - Exhibitors certified trade show insurance policy.

# **Conduct & Liability**

Exhibitor agrees to participate in an orderly manner, complying with any event, venue and city laws or rules and regulations. In case the Exhibitor shall (i) fail to refuse to comply with the orders or requests of the Executive Director who has absolute right to control the nature of good and services offered by the Exhibitor and including the right to refuse to permit the display of objectionable goods or (ii) permit any conduct or act which in the opinion of the Executive Director is improper, or renders it inadvisable that the Exhibitor should be allowed to continue to carry on business under this lease, or (iii) fail with the terms and conditions of the Leased Area and at the cost of the Exhibitor remove him and all property there from, by force if necessary, and the Venue, nor shall the Executive Director nor any of its officers, servants or agents, be liable in damages or otherwise by reason of such termination or removal, and notwithstanding such termination or removal the Exhibitor shall pay in full the rent set out above.

#### **Excused Non-Performance**

If for any reasons beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel hotel operations, commodities or supplies, acts of war, acts of terrorism, or acts of God, Producer is unable to perform its obligations under this Agreement, such non-performance is excused and Producer may terminate this agreement without further liability of any nature whereupon, Event Producer may retain a portion of exhibitor's fee to cover expenses. Producer may attempt to reschedule event but can make no guarantees as to dates or venue availability. In no event shall Producer be liable for any damages whatsoever, including consequential, special or punitive damages of any nature, for any reason as a result of the termination of this agreement as contemplated in this section

2





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# **DISMANTLING HOURS:** Sunday, November 5, 2017 - 5:00 PM to Midnight

All exhibitors breaking down their booth prior to the show closing will be fined \$1000. Please arrange travel accordingly for our "out of town" guest exhibitors. All booth locations must be left in a reasonable state that enables them to be easily cleaned up. All Velcro, staples, paper or other materials used to set up the booth must be removed prior to vacating the booth. Exhibitors will be charged repair and clean up charges based on time spent if the exhibitor chooses not to comply. A union cleaning crew is hired by the venue and all materials remaining will be discarded. When bringing out merchandise from your booth during Load out, please make sure that you have room in your vehicle for all merchandise and that there is room for your vehicle to park outside the loading dock area. It is of the utmost importance that "take- down" and the closing of the show is as memorable as the show itself. An hourly charge will be assessed to the exhibitor for any delays that he may create.

# AGREEMENT OF RELEASE, INDEMNITY AND WAIVER OF CLAIMS

### Exhibitor agrees as follows: (STORAGE/DISPLAY OF PROPERTY)

Please sign and fax this page to 450 969 3824 by October 15

- 1. I shall comply at all times with all rules, regulations and instructions from building personnel respecting my access to and entrance upon the Property and the storage and display of property therein. Except for the wilful actions of Elegant Wedding Bridal Showcase and their respective owners, partners, directors, officers, members, shareholders, agents, employees, beneficiaries, lenders, successors and assigns (collectively, "the Building Interests"), I hereby waive any claims I may have against the Building Interests for any damage to person, property or business of any person or entity by whomever or howsoever caused and I agree to assume any and all risks caused by my entering onto the property or storing or displaying property therein. I shall protect, defend, indemnify and hold harmless the Building Interests from and against any and all liabilities, claims, demands, cost and actions of whatever nature (including reasonable attorneys' fees) for injury to person or damage to or loss of property in or about the Property caused or occasion by or through me or arising out of my entry onto the Property.
- 2. I understand that I shall bear the entire risk of loss to or damage of any property I bring unto the Property. In no event shall the Building Interests become bailers, (either voluntary or involuntary), accept or be charged with the duties thereof, or any property I bring into the Property or store or display therein. All stored or display property will be promptly removed upon the expiration or revocation of my permission granted hereunder.

I,	, confirm I have read and understood Terms & Conditions
As well as the Agreement of Ro	elease for the Elegant Wedding Bridal Showcase of November 5, 2017.
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Signature	Date
Company Name	
	hat the agreement be drawn up in English only. Les parties confirment avoir expressément exigé que cette convention so

rédigé en anglais seulement. We ask you to read sign and return the exhibitors terms and conditions agreement enclosed by fax at 1.888.629.9713, or by email at jasmyne@elegantwedding.ca by October 15. With your signature on page 1 below, you agree to all terms and condition included in the exhibitor kit.