

All prices exclude HST. Pipe and Drape includes, back and side dividers (if appropriate), fascia board.

All stands get a free listing, a link, marketing information and logo on the Marathon Exhibition web site.

An Invoice will be issued for the appropriate payment and will follow this confirmation shortly.

Cancellations & alterations must be made in writing to Canada Running Series.

Payment Schedule

Booths Up To 200ft payment in full. Booths over 200ft, deposit of 50% or Cost of 200ft whichever is greater.	Due following confirmation.
Final Payment + HST	Due 30 days from invoice from Canada Running Series issued August 1, 2019

Following Booking Confirmation, A Payment Request Will Issued by Our Accounts Department.

Booths will be released if payment is not received within 14 days of request.

Cancellation occurring:
After Booking Date
Cancellation charge: 50% of stand cost
Cancellation occurring:
Within 120 Days of show opening Date
Cancellation charge :100% of stand cost

Cancellation occurring:	After Booking Date	Cancellation charge: 50% of stand cost
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Cancellation occurring:	Within 120 Days of show opening Date	Cancellation charge :100% of stand cost
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Thank You For Booking.

EXHIBITION TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions the term “Exhibitor” means any person firm or company who has made application for and who has been granted space in the Exhibition. The term “Exhibition” means the event detailed on the Space Application form. The term “Organisers” means **Canada Running Series Inc.**

2. THESE TERMS AND CONDITIONS

shall be construed in accordance with Canadian law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Organisers in relation to the Exhibition whether contained in the Organisers Exhibition Information Pack, sales literature or otherwise. The term “Space” means the area in the Exhibition building applied for or allotted to the Exhibitor.

3. DURATION OF EXHIBITION

Details of Exhibition hours are given in the Organiser’s Exhibition Information Pack. During these times Booths must be manned by Exhibitor’s staff.

4. APPLICATION FOR SPACE

Applications for space must be made on the Organisers’ official online Space Application Form and must contain information on exhibits to be displayed and type of activity on the stand. The Organisers may at their sole discretion accept applications by purchase order, in writing, by telex, e-mail or facsimile or accept a deposit payment in lieu of written application and on the understanding that these Terms and Conditions shall apply. The organisers reserve the right to accept or reject any application. Application for Space by the Exhibitor and the allotment of Space by the Organisers shall constitute a contract subject to these terms and conditions and any regulation deemed to be incorporated herein.

5. SIGNATORIES

The person or person completing the Space Application Form on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim as against the Organisers that such person or person did not have such authority.

6. EXHIBITS

Subject to paragraph 7 of these Terms and Conditions the Exhibitor shall be entitled to exhibit only those matters specified on the Space Application form.

7. REMOVAL OF EXHIBITS

The Organisers reserve the right to require the Exhibitor to remove any exhibit not specified on the Space Application form or which is being exhibited at any Exhibition if the Organisers in their absolute discretion consider that the same is libellous of an obscene nature or may infringe the rights of any third party or which the Organiser consider in their absolute discretion to be undesirable or detrimental to the Exhibition, other exhibitors or the general commercial interest of the Organisers or any other company from time to time forming part of the same group of companies of which the Organiser form part.

8. CANCELLATION OF SPACE

(i) In the event that an Exhibitor either wishes to cancel his space booking after acceptance by the Organisers or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Space Application form then the Organisers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:
Cancellation occurring : After deposit due dates Cancellation charge : 50% of space cost
Cancellation occurring : Within 120 days of show opening date Cancellation charge : 100% of space cost

(ii) If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery post not later than the dates referred to in the table above. For the avoidance of doubt the Organisers shall not be obliged to accept the Exhibitor's notice of cancellation.

(iii) Notwithstanding that the Organisers may resell or reallocate the cancelled Booth space (or the space by which it is reduced pursuant to paragraph 9) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

9. REDUCTION OF SPACE

Where an Exhibitor wishes to reduce the size of his space booking after acceptance by the Organisers then written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery post. The Organisers reserve the right to apply the scale of cancellation charges to the total cost according to the amount by which the original Booth area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

10. RELOCATION

For the avoidance of doubt any contract between the Organisers and the Exhibitor for exhibition Booth space is only for an amount of such space and no acceptance by the Organisers of the Exhibitor's Space application Form or allocation of the Exhibitor's name to any particular part of any Exhibition floor plan or Booth number will constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any Booth at any time.

11. OTHER EXHIBITORS

Whilst the Organisers shall act in good faith the name of any exhibitor which may appear on any floor plan or Booth number or any statement made by or on behalf of the Organisers that any exhibitor is booked to attend any Exhibition provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organisers that any such exhibitor shall attend any Exhibition or attend at any particular location.

12. SPACE NOT OCCUPIED

The Exhibitor must occupy the space allotted to him by show opening time on the first day of the Exhibition. Any Exhibitor Failing to do so will be deemed to have cancelled his space booking. In this event the Terms and Conditions relating to Cancellation will apply and the Organisers may resell or allocate such space.

13. ATTENDANCE

The Exhibitor acknowledges that the Organisers shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organisers.

14. INDEMNITY

The Exhibitor shall fully and effectually indemnify the Organisers against all cost claims demands proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Exhibition.

15. BANKRUPTCY

In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organisers reserve the right to terminate the contract with the Exhibitor and the Terms and Conditions relating to Cancellation shall apply.

16. ASSIGNMENT

The Exhibitor shall not be entitled to assign sublet or grant licences in respect of the whole or any part of the space allocated to him, or assign or otherwise deal with their rights and obligations hereunder or may any cards advertisements or printed matter of persons who are not bona fide Exhibitors be exhibited or distributed on any stand. This shall not apply to person firms or companies being subsidiaries agents or principals of the Exhibitor and who are duly listed on the Space application Form at the time of booking. The Organisers shall be entitled to assign the benefit (subject to the burden) of the contract for space without notice to or consent form the Exhibitor.

17. LICENSOR AND LICENSEE

Upon acceptance of the Space Application form by the Organisers there shall be a contract between the Organisers and the Exhibitor subject to these Terms and Conditions. The Organisers in their discretion may accept the Exhibitor's application for space orally (including by telephone) by telex facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Space Application Form signed by or on behalf of the Organisers). As regards any space allotted the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor. In case of non-payment of any sum due from the Exhibitor (whether formally demanded or not) or of any other breach or non-observance by the Exhibitor of any or these Terms and Conditions the Organisers shall have right to revoke his license and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

18. PROMOTION AND REPRESENTATIONS.

(1) Whilst the Organisers shall use their reasonable endeavours to organise and promote the Exhibition in such manner as they consider appropriate the Organisers reserve the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty.

(ii) Any application for Booth space or any acceptance thereof by the Organisers shall not be conditional on the presence or location of any other exhibitor at the same or any other Exhibition and any reference to such conditionality shall not apply to any contract between the Organisers and the Exhibitor for exhibition Booth space.

19. POSTPONEMENT OR ABANDONMENT

The Exhibitor shall not have any claim against the organisers in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatsoever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatsoever reason. If by re-arrangement or postponement of the period of the Exhibition or by substitution of an alternative venue for the Exhibition or by means of any other reasonable matter or thing the Exhibition can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, Booth size, location or otherwise.

20. INSURANCE AND EXCLUSIONS

(i) The Exhibitor shall effect at its own cost full indemnity insurance against usual risks in respect of loss damage or injury to goods and persons.

(ii) The Organisers shall not be liable for any loss or damage (including consequential or indirect loss or damage) suffered by the Exhibitor whether such loss or damage arises from breach of a duty in contract or tort or in any other way (including loss or damage arising from the Organisers' negligence) and which shall include (but not by way of limitation) loss of profits; loss of contracts; loss of or damage to property or goods of the Exhibitor or any other person; or personal injury to the Exhibitor or any other person (but only so far as such injury is not caused by the Organisers' negligence).

21. DANGEROUS MATERIALS

The following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks, etc. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations and on condition that they contain no inflammable mater.

22. FIRE PRECAUTIONS

All materials used for building, decorating or covering Booths must be of non-flammable material. Exhibitors must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

23. ERECTION OF BOOTHS

The Exhibitor hereby acknowledges that the Organisers have appointed official booth contractors and where directed by the Organisers the exhibitor must use the same for the construction of the Exhibitor's booth. However an Exhibitor may be permitted to appoint another contractor recognised by the Organisers for interior work to the booth subject to the Organisers' written consent being obtained. A dimensioned drawing and full details of the Organisers' booth scheme will be provided to each Exhibitor. No Exhibitor will be permitted to erect his display goods in such a manner as in the opinion of the Organisers obstruct the light or impede the view along the open spaces or gangways or to occasion inconvenience or otherwise affect the display of other exhibitors.

24. EXCLUSION OF PERSONNEL

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

25. EXHIBITION PREMISES

Exhibitors must accept responsibility for any damage they or their staff or contractors may cause to the fabric of the exhibition structure and property. Any damage shall be made good at the exhibitor's expense to the entire satisfaction of the organisers.

26. EXHIBITION MATERIAL

- (I) All goods delivered to the exhibition premises must be accompanied by or received by a representative of the exhibitor.
- (ii) No goods may be exhibited, offered for sale or sold by an exhibitor which bears the logo of Scotiabank Toronto Waterfront Marathon or any name similar without the express written consent of Canada Running Series.
- (iii) No exhibitor may show or sell souvenir clothing relating to Scotiabank Toronto Waterfront previous marathons.

27. PAYMENT

Booths Up To 200ft payment in full.
Booths over 200ft, deposit of 50% or Cost of 200ft whichever is greater.

28. AMBUSH MATERIALS

- (i) The Exhibitor shall not, whether by itself, servants or agents, at or within 500 metres of the Exhibition display, distribute, give, sell or offer any Ambush Materials or Items. "Ambush Materials or Items" means anything which has on it a logo, name or message which identifies the same with a company, person or firm other than an official supplier or sponsor of the ScotiaBank Toronto Waterfront Marathon and which can be or is worn or displayed in public. This shall not apply to footwear or other clothing which is purchased at full value by visitors to the exhibition.
- (ii) The Exhibitor authorises the Organisers to seize or remove any Ambush Materials or Items which it has at the Exhibition and to store the same until after the ScotiaBank Toronto Waterfront Marathon and undertakes to pay any charges in connection with its removal, storage and delivery.
- (iii) The Exhibitor further warrants and undertakes to ScotiaBank Toronto Waterfront Marathon that in consideration of it allowing the Exhibitor to take space at the Exhibition it shall not, whether by itself, servants or agents, display, distribute, give, sell or offer any Ambush Materials or Items at or within 100 metres of the ScotiaBank Toronto Waterfront Marathon on the day of the race.

