



Canadian Pavilion OTC 2024- Space Contract & Terms/Conditions

Customer Contact Details	
Company Name:	
Primary Contact Name:	
Billing Street Address:	
City, Province, Postal Code:	
Phone Number:	
Email Address:	
Intended Payment Method:	

Application Inquiries & Submission

Please submit completed applications to:

Rhonda Henderson
rhonda@displayco.ca T: +1 (780) 465-0192

For questions regarding OTC or related, please contact:

Shawn Henderson
shawn@displayco.ca T: +1 (780) 699-3728

For questions regarding finances or related, please contact:

Tanis Hagerman
tanis@displayco.ca T: +1 (403) 218-4005

Payment on OTC 2023 invoices can be made by:

- (1) USD Funds Cheque
- (2) USD Funds Wire Transfer:
 - CIBC Main Branch, 1800 Hamilton Street, Regina, SK S4P 2KP
 - Account # 02-37213 Transit # 00008 Bank # 010 Swift
 - Code: CIBCcatt
- (3) Credit Card Payment in CAD Funds
 - Please Note: 1.45 Exchange Rate

OTC 2024 | Houston Texas | May 6-9,2024 | Space Contract & Terms/Conditions

The following conditions, as well as any and all rules and regulations laid down by the show organizers of OTC 2024 "The Show", are part of the Participation Agreement made through the signing of this "Stand Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as "Exhibitor", is bound by each and every one thereof.

Displayco Canada, hereinafter referred to as "Stand Management", undertakes within the framework of the offer submitted to carry out the project described in The Show's Canadian International Pavilion sales package, on the condition that the requisite number of Exhibitors apply.

Space Assignments: Stand Management, The Alberta Government and the show organizers have the sole authority to assign, reassign and allocate exhibit space. Stand Management reserves the right to accept or refuse applications for any reason and confirmation of participation is made solely by Stand Management. No assignment will be official until a completed application and the proper payment has been received and accepted by Stand Management. The location and layout of the Canada International Pavilion are subject to change at the sole discretion of Stand Management and the Alberta Government. Space numbers printed in the Pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each exhibitor at a later date.

Drayage Costs: It is the responsibility of the exhibitor to pay all drayage costs incurred for their space over and above the space costs paid to stand organizer

Exhibitor agrees to provide their own property and liability insurance, to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Stand Management. Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an Exhibitor's stand be left unattended, Stand Management may make provisions to equip and staff the stand at the Exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all its goods and materials, and the removal of said material from the exhibition site after the event. Stand Management has the right to have any material left by an exhibitor removed after the close of The Show at the Exhibitor's expense.

Sharing of Stand: Exhibitor agrees not to share or sublease the contracted space or stands without the express, written consent of Stand Management. In cases where Exhibitor has co-exhibitors within its exhibit, the primary Exhibitor will be responsible for all the group's payments.

Liability: Exhibitors, their contractors and their respective Personnel participate in The Show at their own risk. To the extent permitted by law, the Exhibitor agrees to indemnify and hold harmless the Stand Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The Stand Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that Stand Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. To the extent permitted by law, Exhibitor agrees to indemnify Stand Management against and hold it harmless for any claims and for all damages, costs and expense, including, without limitation, attorney's fees and amount paid in settlement with Exhibitor, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

Photo Release: I grant Displayco Canada, the right to take photographs of me, any other agents, and my stand in connection with the above-identified event. I authorize Displayco Canada, its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree that Displayco Canada may use such photographs of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content.

Payment Schedule and Prices: A deposit of 50% of the total participation fee is required at the time of submission of the application. Any remaining balance due must be made by **December 21, 2023**. Space applications received after **January 1, 2024** will be invoiced 100%. No exhibit space assignments will be made to companies who have not paid the proper deposit. Stand Management has the right to replace any exhibitor who has not paid its total participation fee in full by **January 10, 2024**. The cancellation policy listed below will apply in that case. All prices are in US Dollars (\$USD).

Exhibitor Cancellation or Space Reduction: If an exhibitor cancels or reduces exhibit space in writing, and is acknowledged by Displayco, between November 5, 2023- December 21, 2023 exhibitor will be assessed a cancellation penalty equal to 50% of the total cost of canceled /returned exhibit space. If the exhibitor cancels after December 21, 2023 no refund will be processed.

Force Majeure: In the event of fire, war, inclement weather, public calamity, force of nature or other reasons beyond Stand Management's control preventing all that is indispensable to the staging of the Canada Pavilion, Stand Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitors shall have no rights of preferring claims against Stand Management on any ground or for any reasons whatsoever.

Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at this trade show/event and that it will not knowingly infringe the intellectual property rights of another party.

