

# Canadian Bead Oasis Show

A Canadian Retail Consumer Show Featuring Beads, Beading Supplies & Lampwork

Promoted & Managed by Canadian Bead Oasis Shows Inc., P.O. Box 370, Sutton West ON Canada L0E1R0

Phone/Fax 905-478-1242, email [info@oasisshows.com](mailto:info@oasisshows.com), GST# 835905126, Website [www.oasisshows.com](http://www.oasisshows.com)

## Exhibitor Application & Exhibit Space Contract HALIFAX July 16-18, 2010

The Halifax 2010 show site is the World Trade and Convention Centre (WTCC), 1800 Argyle Street, Halifax NS Canada on July 16-18, 2010. The show and class rooms are in room 200B. Space is assigned on a first-come first-served basis starting at the front of the show room(s) and proceeding to the back until all spaces are filled, and booth space is limited, so early booking is recommended. This is a first year show.

Please print legibly:

<b>Exhibitor Business Name</b>		<b>Name to be used on booth sign (if different)</b>		
<b>Exhibitor Contact Name</b>		<b>If Sharing Booth, Name of Company Sharing With</b>		
<b>Address</b>	<b>City</b>	<b>Province/State</b>	<b>Country</b>	<b>Postal/Zip Code</b>
<b>Phone Number</b>		<b>Fax Number (numbers in this area will be faxed)</b>		
<b>Email Address</b>		<b>Web Site Address</b>		

Products to be exhibited (attach separate list if needed) – may be displayed on website and/or other advertising

<b>Set Up:</b>	Thursday July 15 <sup>th</sup> 2010	1 pm to	8 pm	<input type="checkbox"/> Exhibitor authorizes the charge to credit card below for 2 <sup>nd</sup> half payment when due
	Friday July 16 <sup>th</sup> 2010	8 am to	noon	
<b>Show Hours:</b>	Friday July 16 <sup>th</sup> 2010	noon to	8 pm	
	Saturday July 17 <sup>th</sup> 2010	10 am to	6 pm	
	Sunday July 18 <sup>th</sup> 2010	11 am to	5 pm	
<b>Tear-Down:</b>	Sunday July 18 <sup>th</sup> 2010	5 pm to	8 pm	
<b>Booth fees:</b>	_____ 2.5'x6' table at \$ 260.00 each (artisan bead-makers only, 1 table max)		\$ _____	
(Cdn \$)	_____ 5'x8' booth(s) at \$ 350.00 each		\$ _____	
	_____ 8'x8' booth(s) at \$ 550.00 each		\$ _____	
	_____ Corner Booth add \$ 100.00 for each corner		\$ _____	
	Discount of 10% on booth fees if application and signed agreement and 50% of booth fees are received by Show Manager <b>on or before March 31, 2010.</b>			- \$(_____)
	Subtotal			\$ _____
	GST add 5% (on any payment made after June 30 2010 tax becomes 13% HST)			\$ _____
	<b>Total Booth Fees</b>			<b>\$ _____</b>
	<b>50% non-refundable deposit required with application (Total/2)</b>			<b>\$ _____</b>

Booth/table fee includes one 6' uncovered unskirted table and 1 power outlet (max 200W, 3 amps) for each 2.5x6' table, 5x8 'booth or 8x8 'booth. Corner booths also get one side table (4' for 5x8, 6' for 8x8). Exhibitor must provide all other displays to meet a professional appearance. Exhibitors sharing a booth require prior approval of the Show Manager; each Exhibitor must sign the agreement. Applications will be considered only with 50% nonrefundable deposit; all fees must be paid in full by June 20, 2010. Deposits are non-refundable; no cancellations accepted or refunds given after June 20, 2010; and there is an additional \$50.00 administrative fee on unpaid balances and on returned cheque(s) or payment declined by bank. Exhibitors will not be allowed to set-up if fees are not paid in full. **Cheques must be payable to Canadian Bead Oasis Shows Inc.**

Payment by:  Cheque  Visa  MasterCard  Amex Card # \_\_\_\_\_ Expiration date: \_\_\_\_\_

Amount enclosed \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_

**By signing and submitting this application, the Exhibitor acknowledges that he/she has read and agrees to comply with all the terms of the Contract for Exhibit Space and Show Regulations pages 1 through 3 for the Canadian Bead Oasis Show. This page forms page 1 of the Contract when signed by both parties. The Show Manager (Canadian Bead Oasis Shows Inc.) is not obligated to accept any application.**

Exhibitor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Canadian Bead Oasis Shows Inc. \_\_\_\_\_ Date: \_\_\_\_\_ Booth # \_\_\_\_\_

Return this agreement with your deposit to Canadian Bead Oasis Shows Inc. at the address on the top of page 1 of the application and agreement. Keep a photocopy of this agreement for your records. Your deposit will be returned if the application is not approved. An email will be sent to you if your application is approved, and a signed copy will be faxed before the show or handed out at the show or mailed if no fax # is given. Booth # will be confirmed when paid in full.

## Canadian Bead Oasis Show CONTRACT for EXHIBIT SPACE and SHOW REGULATIONS

Agreement made between the "Show Manager" Canadian Bead Oasis Shows Inc. and the "Exhibitor" (as named on the Exhibitor Application and Contract for exhibit space form page 1).

1. The show intent is to provide quality bead products in a friendly atmosphere. All booths must reflect the highest level of professional & artistic integrity. The Show Manager provides the Exhibitor with a limited non-exclusive non-assignable license to occupy booth space at the Canadian Bead Oasis Show (the "Show") site (which site is run by the "Facility Operator"), subject to the following terms and conditions and also subject to any further information to Exhibitors which may be provided by the Show Manager before the show and which also shall form part of this agreement. The term of this license shall be from noon (all times in this contract shall be Halifax time) on Friday July 16 2010 to 5:00 pm on Sunday July 18 2010, and also covers set-up time from 6:00pm-10:00pm Thursday July 15 2010 and 7:00am to noon on Friday July 16 2010, overnight non-accessible hours from 10:00pm Thursday July 15 2010 to 7:00am Friday July 16 2010, and tear-down time from 5:00pm to 8:00pm on Sunday July 18 2010. Exhibitors are responsible for compliance with all laws, regulations, rules, orders, by-laws and directions (local, municipal, provincial and federal) and with all relevant agreements and contracts including but not limited to any and all agreements between the Show Manager and the Facility Operator, show service contractors and any union and labour organizations and all orders of police and fire departments and ANY other duly constituted authority. This Exhibitor Application and Contract for Exhibit Space and Show Regulations (the "Contract" or the "Application") will become a binding contract when accepted in writing by Show Manager and confirmation of such acceptance is deposited in the mail or is sent by facsimile transmission by Show Manager to the number provided by the Exhibitor on page 1 (or hand-delivered at show). Any communication which is transmitted by facsimile is deemed to have been given on the date of transmission.

**2. APPLICATION AND PAYMENT RULES:** a) All applications received will be considered on a space available basis and Show Manager reserves the right to determine Exhibitor eligibility including the appropriateness of products to be exhibited/sold for the nature of the show and the mix of products to be available in the show. Acceptance of application is at the sole discretion of the Show Manager. b) 50% deposit of booth fees (+ GST) must accompany the application to be considered. The application/contract must be signed by both Exhibitor and Show Manager to be valid and accepted. Show Manager will advise applicants of the status of their application as accepted or declined. To be eligible for the 10% discount on booth fees, the Exhibitor's application with 50% deposit must reach the office of the Show Manager on or before March 31 2010. The remaining 50% of booth fees (+ GST) must be received by June 20 2010 or this contract may be terminated at the option of the Show Manager and the Exhibitor may forfeit their booth space and deposit as liquidated damages at the discretion of the Show Manager, or late charges may be applied. Any NSF (insufficient funds) or payment declined by the bank received by the Show Manager will be subject to a \$50.00 penalty. Applications received after June 20 2010 must be accompanied by the full booth fee (+ GST). c) Exhibitors offering retail merchandise for sale are responsible for obtaining all licenses and permits from Revenue Canada, the Province of Ontario and municipal authorities required to operate or conduct trade at the show. Exhibitors are responsible for payment of all taxes and other government charges in connection with its operation of its trade or business in the booth space and its attendance at this show, including but not limited to the collection and remittance of retail sales taxes, GST, customs and excise fees and duties, fines, etc. Exhibitors shall not sell, assign, sublet, transfer or sublicense all or part of any booth space allotted to them without prior written consent of the Show Manager; violation of this provision is deemed a default of this agreement by the Exhibitor. If multiple Exhibitors are planning to share the same booth, each Exhibitor must complete, sign and submit an application and contract; the company names of all Exhibitors who want to share a booth must be indicated at the top edge of each application. The Show Manager reserves the right to limit and/or reject booth sharing arrangements at its discretion. The Exhibitor applicant must be the maker, designer or authorized sales agent for the products represented by its application. d) The Show Manager reserves the right to assign/reassign booth spaces, change the show dates and duration, floor plan, booth dimensions and location, and/or move the show location to another site as circumstances warrant, and the Show Manager shall not be liable for any claims, damages, losses, costs or expenses arising from such changes. Exhibitor acknowledges that the Show Manager may not be able to assign any specific booth or square footage applied for, in which case Show Manager will advise the Exhibitor of the available booths or square footage. If more than one Exhibitor applies for the same booth space, it will be allocated to the first Exhibitor forwarding the required minimum deposit.

**3. POWER, TABLES, BOOTHS, SIGNS AND EXHIBITOR:** a) Exhibitor agrees to provide professional-appearing displays and lighting in his/her booth at all times during show hours. The show will supply access to one 110V electrical outlet for each Exhibitor (not necessarily within Exhibitor's booth space but usually within 25' of the booth space) and Exhibitor's electric use is not to exceed 200 watts and 3 amps per booth. Exhibitor shall provide own grounded electrical outlet strip & grounded 25 ft extension cord and is responsible for its own lighting. All lights, cords & other electrical equipment must comply with applicable Canadian Standards Association (CSA) and/or Underwriters Laboratory (UL) standards. Any needs above 200 watts and/or 3 amps per booth need prior written approval of the Show Manager and must be arranged between the Exhibitor and the Facility's electrical subcontractor on forms provided by the Show Manager. Electrical lines may be surface-routed by the Facility's subcontractor on the floor. b) All booths are open concept. The show will supply one 6' uncovered unskirted table per 8' of booth aisle frontage and one uncovered unskirted 4' table at the side of each 5x8 corner booth. The Exhibitor must provide a fire retardant table cover that reaches the floor and presents a professional appearance (no flea market appearance will be allowed), and must ensure booth decorations and content satisfy Fire Marshall's inspection; failure to do so will result in removal of the Exhibitor and their exhibits from the show. The show will NOT supply draping, curtain wall between booths, booth walls or dollies. Single 6' table plus chair (not 5x8 booth) available to artisans who make their own beads – no resale products, 1 table per exhibitor max. The show will provide a small table sign for each booth bearing the signage name indicated on page 1, plus 1 chair and 2 exhibitor badges per exhibitor (such badges are required for exhibitors to gain access to the show room). Displays are to be kept neat & clean and present a professional appearance. Labour required for moving materials and to set up and dismantle exhibits is the responsibility of each Exhibitor but may be contracted between the Exhibitor and the Facility's shipping contractor. No display material over 3 ft. high shall be placed in front, back or sides of the table without prior approval. Show Manager can order immediate removal by Exhibitor of any unstable or dangerous displays upon discovery. c) Nothing may extend outside the dimensions of the Exhibitor's booth. The Exhibitor shall not place anything in the aisles. Secure storage space may be arranged directly between the Exhibitor and the Facility's security contractor. No display material shall be suspended, taped to or hung from walls, doors or columns without prior approval. The Exhibitor shall not insert nails, hooks, or screws into the walls and floors or any other part of the building and the Exhibitor shall be liable for any damage caused to the building floors, walls, or columns or to the property of other Exhibitors or of the Facility and its equipment, fixtures and furniture by acts or omissions of the Exhibitor, its employees, agents or subcontractors, and Exhibitor shall be solely responsible for all acts or omissions of the Exhibitor and its employees, agents and sub-contractors at any and all times while the Exhibitor is in occupation of its designated booth space or any portion of it, and Exhibitor shall indemnify and hold the Show Manager harmless from any and all claims, damages, losses and expenses arising therefrom. Exhibitor is solely responsible to ensure all its staff wear safety footwear during set-up and tear-down, and that no children under the age of 16 are allowed in the show area and docks during set-up and tear-down. d) Booth merchandise must be 80% beads & bead related materials unless an exception has been granted in writing by the show manager, and all products and exhibits/displays (including without limitation any and all materials and equipment) used in Exhibitor's designated booth space must conform with and meet the requirements of applicable Municipal, Provincial and Federal laws, regulations, rules, orders, by-laws and directions as well as any rules, regulations and guidelines of the Facility operator covering hazardous or prohibited substances, fire, safety, health and all other matters. No such prohibited materials can be brought onto the show site, grounds and premises. No "functional art" (glass pipes) or related or derived paraphernalia products are permitted. Exhibitor will be responsible for the arrangement of products and exhibits/displays within its designated booth space. The Exhibitor agrees to abide by and conform to the display limitations as outlined in this contract and in the rules, regulations and guidelines of the Facility operator (copies of which are provided upon written request) and agrees to permit the Show Manager and/or the Facility Operator, at any time, to enter and inspect the Exhibitor's designated booth space. Open flame of any kind is not allowed. Smoking is not allowed anywhere in the building and alcohol is not allowed on show premises. Exhibitor must not display discount sales or flyers, including but not limited to, those saying "Sale," "Show Special" or a percentage off regular price, nor should goods be ticketed with a % discount off regular price. Posting straight prices, and/or volume discounts (e.g. "buy 3 get 1 free"), and/or wholesale discounts for accredited buyers is acceptable.

e) Exhibits must be open & manned at all times while the exhibition is open to the public. Failure to comply may be cause to revoke future exhibiting privileges and/or eviction from the show. No Exhibitor shall begin to dismantle their booth until the show closes and the Exhibitor agrees to remove their exhibit, products, displays, equipment and property, and all garbage from the Show Building by 8 PM Sunday July 18 2010, and to leave the premises in a clean and orderly state, or in the event of failure to do so, the Exhibitors agree to pay for such additional costs as may be incurred which may include fees assessed by the Facility and/or the removal and storage or disposal of Exhibitor's products and exhibits/displays, and it is acknowledged that neither Show Manager nor Facility Operator shall be liable for any claims, damages, losses, costs or expenses arising therefrom.

f) Show Manager and/or the Facility Operator shall have the right to remove such persons or property as may be deemed necessary in order to ensure the safe and orderly operation of the show and the Facility. The Exhibitor shall conduct itself in a manner and operate its equipment at a level of sound that is considered to be proper and acceptable to the welfare of the show, other Exhibitors and show visitors, as determined at the sole discretion of the Show Manager. No PA systems will be permitted in an Exhibitor's booth space. Exhibitors shall not in any circumstances solicit business in aisles or booth(s) other than their own nor shall they distribute samples and/or leaflets outside of the confines of their designated booth space. Show Manager reserves the right to prohibit the distribution or use of any offensive or objectionable material. Exhibitors shall not engage in any deceptive, misleading, illegal or unethical practices or advertising, any deception or misrepresentation by the Exhibitor or by anyone on its behalf shall be sufficient cause for termination of this contract. All sales shall be in Canadian \$ and customers must be notified before charges are processed if credit charges will be in non-Canadian currency (e.g. US funds).

g) The Exhibitor shall not employ any contractor or worker to perform any services in the show Facility without prior written approval by Show Manager and/or the Facility Operator. The Exhibitor agrees that it shall only use the exclusive contractors designated by Show Manager and/or the Facility Operator for all contracts for the installation and use of electricity, gas, plumbing, security, catering, cleaning, communication, telephone and other services. The Exhibitor shall be responsible for all charges and responsibilities arising from contracts entered into by it for the supply of materials and/or services and for all expenses incurred by any contractor for the Exhibitor for which the said contractor has accepted an order from the Exhibitor. The Exhibitor shall be responsible for the immediate discharge of any liens registered against the Facility arising from any work done or materials supplied at its request. The Exhibitor shall indemnify and hold Show Manager harmless from and against all claims, damages, losses, costs and expenses (including legal fees) arising from such liens and from any agreements between Exhibitor and Facility Operator's contractors.

**4. REFUNDS, CANCELLATIONS AND DEFAULTS:** a) **CANCELLATIONS BY THE EXHIBITOR:** All fees are non-refundable. No cancellations are allowed and no refund will be issued. Any amounts paid that are not refunded are kept as liquidated damages and not as a penalty without prejudice to any other remedies available to the Show Manager. b) **CANCELLATIONS BY SHOW MANAGER:** If the show is cancelled or not held or should any contingency interrupt or prevent the holding of the show for reasons including but not limited to acts of God, acts of war, terrorism, riots or other public enemies, failure to secure materials or labour or insurance coverage, strikes, lockouts or other labour or individual disturbances, fire, lightning, tempest, flood, explosion, disease outbreaks, large increases in facility charges and/or any other cause, then the Show Manager shall not be liable to the Exhibitor in any way other than to return without interest to the Exhibitor such portion of any amounts paid to the Show Manager by the Exhibitor under this Contract as may be determined to be equitable by the Show Manager in its sole opinion, less the Exhibitor's prorated share of any and all expenses incurred by the Show Manager relating to the show, in the Show Manager's sole opinion, including but not limited to site costs and advertising costs. This refund shall be accepted by the Exhibitor in full settlement of all loss or damage suffered by Exhibitors due to such failure to hold this show. c) **DEFAULTS:** In the event the Exhibitor: i) fails to occupy its designated booth space by opening time on the first day of the show; ii) fails or refuses to comply with the orders or requests of the Show Manager; iii) permits any conduct or act which in the opinion of the Show Manager is improper, or renders it inadvisable that the Exhibitor should be allowed to continue carrying on business under this Agreement, or iv) fails to comply with the terms and conditions of this Agreement, Show Manager shall have the right to take whatever action is deemed to be necessary to enforce the provisions of this Agreement, including, but not limited to, Show Manager may terminate this Agreement and take possession of Exhibitor's designated booth space, without refund of any amount of monies paid to date by the Exhibitor and without prejudice to any other remedies that Show Manager may have. If necessary, Show Manager shall have the right to remove the Exhibitor and all its property from the area in question at the Exhibitor's sole cost and expense. Show Manager shall not be liable in damages or otherwise by reason of any such actions. Show Manager reserves the right, but shall not be obligated, to assign such booth space to another Exhibitor in order to mitigate its damages.

**5. EXHIBITOR'S WAIVER OF LIABILITY AND INDEMNITY:** The Exhibitor acknowledges that he/she exhibits at the Canadian Bead Oasis Show entirely at his/her own risk both as to personal injury to the Exhibitor and his/her employees and other representatives and as to property damage and/or loss. In particular, but without limitation, the Exhibitor acknowledges that all equipment, supplies and other goods brought into the Show by the Exhibitor or with the authority of the Exhibitor shall at all times be at the risk of the Exhibitor whether or not such equipment, supplies or other goods are the property of the Exhibitor. **Insurance coverage against all risk of loss or damage or liability to persons or property in connection with the Exhibitor's occupation of the Building shall be the sole responsibility of the Exhibitor.** The Show Manager Canadian Bead Oasis Shows Inc. and any of its Directors, Employees, Officials, Servants, Agents, Organizers, Representatives and Volunteers (collectively "Show Manager and its staff"), and the Facility Operator, and any of their respective directors, officers, employees, agents or sub-contractors (collectively "Facility Operator and its staff") will not be liable for any losses, claims, costs, damages, demands, expenses, actions and causes of action of any nature (collectively "Claims"), and the Exhibitor hereby releases, forever saves harmless and indemnifies the Show Manager and its staff and the Facility Operator and its staff, or any of them, from any and all Claims, including without limitation personal injury, death, disability or property damage suffered by the Exhibitor or its employees, agents or sub-contractors, arising in any manner from, by, through or in any way related to the Exhibitor's use and/or occupation of space at the Canadian Bead Oasis Show in the show building, the Exhibitor's attendance at and participation in the Show, or the acts or omissions (negligent or otherwise) of the Exhibitor, its employees, agents or sub-contractors, notwithstanding that the Claims may have been contributed to or occasioned by the negligence, misfeasance or malfeasance of the Canadian Bead Oasis Show, Show Manager and its staff, Facility Operator and its staff, or any of them. No assurance, verbal or otherwise, by the Show Manager and its staff, or any of them, which is inconsistent with the provisions hereof, shall be binding upon the Show Manager and its staff and/or the Canadian Bead Oasis Show.

**6. SECURITY:** Security will be provided by subcontractors of the Show Manager and/or show Facility Operator for the show room(s). Exhibitor agrees not to hold Show Manager responsible for the safety or loss of merchandise & display materials whether during show hours, set-up, teardown and closed hours. It is recommended that Exhibitors bring materials to cover their displays after set-up & at night. Any thefts must be reported immediately to show management. The Show Manager shall attempt to limit access to display at the show to those persons, firms, corporations & other entities that have contracted & paid for booth space in the exhibition facility. No other persons, firms, corporations & other entities will be permitted to demonstrate products, solicit orders or distribute advertising matter on the floor of the exhibition facility.

**7. GENERAL:** This contract is deemed executed in and subject to the laws of the Province of Ontario Canada regardless of the location the Show or of any exhibitor, and this contract is the entire agreement between the Show Manager and Exhibitor and may not be modified except in writing. **Exhibitor (Exposant) accept que cette contrat est exécuté en anglais.** If any portion of any clause or term of this contract is found invalid or unenforceable under applicable laws of the Province of Ontario, the remaining provisions of this contract remain in full force and effect. All matters and questions not covered in this contract are subject to the discretion of the Show Manager and an Exhibitor may be expelled for conduct detrimental to the efficient operation of the Show and for any violation of these conditions and regulations, which will give the Show Manager the right to cancel this contract without any return of Exhibitor monies. Show Manager reserves the right at its sole discretion to settle all disputes between Exhibitors & also between Exhibitor & customer concerning returns, exchanges & refunds. The Show Manager shall have the right to make amendments, interpretations and additions to this Contract for Exhibit Space and Show Regulations and its terms and conditions as deemed necessary at the discretion of the Show Manager, acting reasonably, in the specific and general interest of the show to ensure proper conduct of the Canadian Bead Oasis Show. The Exhibitor is bound by all amendments and additions. The Show Manager shall have sole control over all admission policies in respect to the show at all times. This agreement is subject to the terms and conditions of any agreement between the Show Manager and the Facility Operator, and any agreement between the Show Manager and its insurance provider, relating to the use of the facilities for the purpose of conducting the show, copies of which will be made available to Exhibitor upon written request. Show Manager shall have the right at all times and from time to time to set off any monies held by it for or for the benefit of the Exhibitor against any and all amounts owing by the Exhibitor. Show Manager or related company may operate one or more booth spaces at the show to sell products.

**Direct questions or comments to Show Coordinator Phone/Fax 1-866-311-1104.**