

## APPENDIX A - POLICIES & STANDARDS GOVERNING EXPOSITION

1. **Principal Purpose.** The principal purpose of the Show is to stimulate interest in and demand for industry products, in general (herein "Principal Purpose"). No exhibitors shall engage in any activity inconsistent with this Principal Purpose.
2. **Sub-Leasing.** Exhibitor may not sub-let his space, nor any part thereof, nor exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in his own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit in his booth non-exhibiting companies' representatives. Rulings of the Management shall in all instances be final with regard to use of any exhibit space.
3. **Default in Occupancy.** Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, such space may be possessed by the Management and re-allocated or assigned for such purposes as it may see fit.
4. **Eligible Exhibits.** The Management has sole right to determine the eligibility of any company or product for inclusion in the Show.
5. **Insurance and Liability.** Commercial General Liability insurance is the responsibility of the Exhibitor naming **MMPC Expositions ULC** ("Management") as additional insured with limits of liability of at least \$5,000,000.00, adequate coverage for their own personnel, exhibits and materials against all such hazards and thirty (30) days notice of cancellation. Management assumes no risk, and by acceptance of this Agreement the Exhibitor expressly releases Management of and from any and all liability for personal and property damages, loss of goods by fire, theft, damage or destruction and from any injury to himself or employees while in the Show quarters. Exhibitor agrees to hold Management harmless for damage to the Exhibitor from any cause whatsoever or from any action of any nature by Management, including damage to his business by reason of failure to provide space for his exhibit or, failure to hold the Show as scheduled, except as provided herein. Exhibitor further agrees to indemnify and hold Management harmless from all liability arising from the acts of Exhibitor, its employees and agents. To assist exhibitors who do not have the required coverage, Management has secured a Show package through EXHIBITORINSURANCE.COM. Please see online exhibitor information for full details.
6. **Installation-Showing-Dismantling.** Exhibits must be removed by Exhibitor from the premises no later than the time indicated in the official exhibitor manual. The premises must be left broom clean by the Exhibitor. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Show before conclusion of the dismantling period as specified by the Management.
7. **Damage to Property.** The Exhibitor is liable for any damage caused by him or his representatives to building floors, walls, or columns, or to standard booth equipment or to the property of other Exhibitors. The Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.
8. **Alcoholic Beverages.** The use of alcoholic beverages in the Show area by the Exhibitor is prohibited.
9. **Attendance.** The Management shall have sole control over admission policies at all times.
10. **Booth Representatives.** The Exhibitors' booth representatives shall be restricted to employees of exhibiting companies who are actually working in Exhibitor's booth. Booth representatives shall wear "EXHIBITOR" badge identification furnished by the Management, at all times. The Management may limit the number of booth representatives at any time. All exhibitors' company personnel other than those working in booth are to register as attendees at the Show.
11. **Decoration.** The Management shall have full discretion and authority in the placing arrangement and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth which the Management deems inconsistent with the Principal purpose of the Show or inappropriate for any other reason and no liability shall attach to the Management for costs that may devolve upon Exhibitor hereby. Side walls are discouraged, as are draped tables. Exhibitors building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished 3 hours prior to Show opening, the Management shall authorize the official decorator to effect the necessary finishing and exhibitor must pay all charges involved thereby.
12. **Occupational Health & Safety Compliance.** The Exhibitor agrees to conduct all business at the Show in accordance to the Occupational Health & Safety Act outlined by the Ministry of Labour.
13. **Exhibitor Representatives' Responsibility.** The Exhibitor agrees to indemnify the Management against and hold it harmless for any claims arising out of the acts or negligence of Exhibitor, his agents or employees, or out of labour disputes.
14. **Safety Devices.** The Exhibitor agrees to accept full responsibility for compliance with federal, provincial and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment.
15. **Inflammable Materials.** No inflammable fluids, or materials of any nature, including decorative materials, use of which materials is prohibited by federal, provincial, or municipal fire regulations, may be used in any booth.
16. **Exhibitors' Admittance During Non-Show Hours.** Booth representatives will be permitted to enter the Show one (1) hour before the scheduled opening time each day of showing, and will not be permitted to remain in the Show after the closing hour each night, with the exception of the final night. Exhibitors requiring additional time must secure Management authorization one week prior to move-in.
17. **Failure to Hold the Show.** Should any contingency prevent holding of the Show, this lease shall terminate, and the Exhibitor will waive any claim for damages or compensation and neither party shall have any further obligations as against the other, except that the Management shall refund to the Exhibitor the amounts paid under the Agreement, less a pro rata share of the Management's actual expenses incurred in connection with said Show. Said pro rata share of the Management's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the Exhibitor in relation to the number of square feet of floor space assigned to all other exhibitors at the Show under similar contracts with the Management.

18. **Floor Load.** Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum floor load specifications.
19. **Lotteries; Contests.** The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from the Management.
20. **Demonstrations:** Exhibitors wishing to conduct demonstrations within their booth space must submit a proposal in writing to the Management at least 2 weeks prior to the first day of move-in. Depending on the nature of the demonstration the Management may be required to seek further approval from the Fire Marshall's Office and/or the Operations Manager of the Metro Toronto Convention Centre. Only those demonstrations that have been approved in writing by the Management will be permitted to be conducted on the Show floor. The Management shall be the sole arbiter of acceptability of demonstrations and may require the onsite modification or stoppage of any demonstration.
21. **Obstruction of Aisles or Booths.** Any demonstration or activity that results in excess obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by the Management.
22. **Regulations Governing Displays.** Display material of any nature (including but not limited to signs, logos, show cases, display or storage cabinets, electrical fixtures, wires, conduits, etc.) may be placed to a height not exceeding eight (8) feet from the building floor anywhere within an exhibit area, unless authorized by the Show Management at least one week prior to move-in. Exhibitors with exhibit space 400 sq. ft. or larger must submit full details of the booth layout including dimensions to Show Management by September 15<sup>th</sup> in order to secure written approval prior to Move-in.
23. **Rejected displays.** Exhibitor agrees that his exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. The Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.
24. **Samples: Souvenirs.** Samples, Souvenirs, publications, etc., may be distributed by the Exhibitor only from within their contracted booth space. The distribution of any article that interferes with the activities in or obstructs access to neighbouring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or material made or processed or used by the Exhibitor in or as the product or service he sells, may be distributed except by written permission of the Management.
25. **Signs: Sign Copy; Illumination.** Electric flashers or signs involving the use of Neon or similar cases are prohibited. Should the wording on any sign or area in Exhibitor's booth be deemed by the Management to be contrary in any way to the best interests of the Show, the Exhibitor shall make such changes as are requested by the Management.
26. **Exhibitor's Discussions: Costumes, Promotion.** Exhibitor's representative may conduct discussions, answer questions and explain their products or services or engage in sales or order taking, but such activities shall not be conducted in any manner which is inconsistent with, or derogates from, the Principal Purpose of the Show. Exhibitor shall cease any activity determined to be inconsistent with the Principal Purpose of the Show immediately upon notification by the Management to do so. Exhibitor shall not engage in any activities in the aisles or in booths other than its own. No signs shall be displayed nor shall public announcements be made concerning sales, prices or conditions of sale. Exhibitor's representatives wearing distinctive costumes, or carrying banners or signs separately or as part of their apparel must remain in their own booths. Booth representatives may not wear clothing that the Management deems scanty or excessively revealing.
27. **Sound Amplifying, Reproducing Equipment: Noise Levels for Operating Equipment.** Exhibitors operating sound reproducing, sound amplifying equipment are required to operate same in such a manner that a maximum 80db. reading on the "A" scale of a sound level meter may be read at the aisle (s) space adjacent to their booth or measured at a neighbouring booth in an area bordering that of the sound equipment user. The Management shall be the sole arbiter of acceptability of sound levels and may require reduction of sound level or elimination of sound reproducing devices in those instances where in the judgement of the Management such sound is in violation of these standards or otherwise objectionable.
28. **Union Labour.** The Show Facility is not a unionized building which means the show itself and our exhibitors are not required to use union labour. However, most of our Official Show Contractors and many of the local display fabricators and installation companies are unionized. In short, unionized and non-unionized labour work simultaneously on the show floor. The Management cannot take the responsibility for interference with the show caused by labour disputes involving individual exhibitors.
29. **Special Electrical, Gas, or Water Service etc:** These, as well as other special services needed by individual Exhibitors, are provided only when the Exhibitor orders and agrees to pay authorized suppliers of such service in conformity with municipal insurance and other requirements.
30. **Bankruptcy, Insolvency, etc.** If the Exhibitor should become bankrupt or insolvent or file any debtor's proceedings, or take or have taken against the Exhibitor in any Court a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee or if the Exhibitor makes an assignment for the benefit of creditors or petitions or enters into an arrangement or suffers this Agreement to be taken under any writ of execution or attachment, or if, by law or otherwise, this Agreement shall pass to or devolve upon one other than the Exhibitor, then, in any one or more such events, the Management reserves the right and option, at any time prior to the opening of the Show to cancel this Agreement upon giving the Exhibitor a five-day written notice; and in such the Management shall retain as and for liquidated damages the payments made by the Exhibitor hereunder.
31. **Amendment to Rules.** Any matters not specifically covered by the preceding rules shall be subject solely to the decision of the Management. These rules may be amended at any time by the Management, and all amendments so made shall be binding on Exhibitor equally with the foregoing rules and regulations.
32. **Agreement to the Rules.** The Exhibitor, for himself and his employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by the Management.