



## EXHIBITOR APPLICATION

CONTACT INFORMATION		
Name (Contact)		Date
Company Name (as it will appear on promotional materials)		
Address		
City	Province	Postal code
Phone	Email	Website
BOOTHS		
Number of 10' x 10' booths requested: <input type="text"/> x <u>\$3,150.00 per booth</u> = \$ <input type="text"/> TOTAL		
DESCRIPTION		
Please provide a brief description (35 words) of the company's services to be printed in the conference final program and included in the conference mobile app:		
ACCEPTANCE		
<b>We hereby</b> make application for exhibit space at the Canadian Surgery Forum being held at the Fairmont Hotel Vancouver/Hyatt Regency, September 24-26, 2020. <b>We agree</b> to abide by the conditions of contract set out on the reverse.		
Name (Contact)		Date
Signature		
PLEASE EMAIL YOUR COMPLETED FORM TO CONFERENCE MANAGER KAREN NORRIS  FULL PAYMENT DUE IMMEDIATELY  <input type="checkbox"/> CHEQUE PAYABLE TO <i>CANADIAN SURGERY FORUM</i>		Ms. Karen Norris Canadian Surgery Forum 233 Argyle Avenue, Suite 300 Ottawa, ON, K2P 1B8 knorris@cags-accg.ca

## CONDITIONS OF CONTRACT

1. The Exhibitor agrees to abide by all regulations and rules adopted by CAGS in the best interests of the Show, and agrees that CAGS shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.

2. All electrical wiring and outlets shall be at the Exhibitor's expense. All operating electrical equipment used in the exhibit must be approved for use in Canada.

3. Space contracted by the Exhibitor may not be sublet without the prior written permission of CAGS or its appointed agents.

4. The Exhibitor will be liable for and will indemnify and hold harmless the Canadian Association of General Surgeons (CAGS), the appointed Display Contractor, the appointed Shipping Contractor, and the Fairmont Hotel Vancouver/Hyatt Regency Vancouver from any loss or damages whatsoever occurring to or suffered by any person or company, including, without limiting the generality of the foregoing, Exhibitor, other exhibitors, CAGS, official show contractors, the owner of the building and their respective agents, servants and employees and members of the public attending the Show, either on the said space or elsewhere if said loss or damages arose from or were in any way connected with Exhibitor's occupancy of said space.

5. All exhibitor-appointed suppliers other than official suppliers appointed by CAGS must provide evidence of comprehensive general liability insurance providing coverage of at least \$2,000,000, inclusive for bodily injury and/or property damages for each occurrence and all risks in a form acceptable to CAGS. The Canadian Association of General Surgeons (CAGS), the appointed Display Contractor, the appointed Shipping Contractor, and the Fairmont Hotel Vancouver/Hyatt Regency Vancouver are to be cross-insured on the suppliers' insurance for its operation and services provided for the Show. Documentary evidence of the supplier insurance must be provided to CAGS thirty (30) days prior to the commencement of any work at show site. It is the responsibility of the Exhibitor to ensure this is done.

6. The Exhibitor is responsible for the placement and cost of insurance related to his participation in the Show.

7. This contract may be cancelled by either party provided written notice is received by the other at least 120 days prior to the first day of the Show, in which case all monies paid by the Exhibitor will be refunded. If the Exhibitor cancels after this date, but prior to 60 days of the Show, then he shall forfeit two thirds of the total contracted space costs. If the Exhibitor cancels within 60 days prior to the Show, he will be liable for 100% of the total contracted space costs. By cancelling this contract the Exhibitor forfeits all rights or claims to the allocated space and CAGS is free to rent it to others and collect the cancellation charge as damages.

8. It is understood that CAGS or its appointed agents has sole discretion in the assignment of booths. CAGS reserves the right to alter or change the Exhibitor's assigned location at any time if deemed in the best interests of the Show.

9. CAGS or its appointed agents reserves the right at any time to reject, prohibit, alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel exhibitors or their personnel if, in CAGS' opinion, their

conduct or presentation is objectionable to other show participants.

10. The Exhibitor agrees to confine their presentation within the contracted space only, and within the maximum height set by the Show rules and regulations and to maintain staff in the assigned booth during show hours.

11. All goods shipped to the Show must be clearly marked with the name of the Exhibitor and the number of their allocated space. Goods must not be shipped to the Show with shipping charges to be paid on arrival as these will not be accepted by CAGS. CAGS assumes no responsibility for loss or damage to goods belonging to the Exhibitor before, during the period of the Show, or after its closing.

12. The Exhibitor agrees that no display may be dismantled nor may any goods be removed during the entire run of the Show. The Exhibitor also agrees to remove their exhibit, equipment and appurtenances from the Show building by the final move-out time limit, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred by CAGS.

13. The Exhibitor agrees to abide by the instructions given by the dock supervisor pertaining to the move-in and move-out scheduling.

14. The Exhibitor agrees to comply with all union contracts and labour relations agreements in force, agreements between CAGS, official contractors serving companies and the building in which the Show will take place in accordance with the labour laws of the jurisdiction in which the building is located. The Exhibitor will not do anything directly or indirectly connected with his display which may be a violation of any law, bylaw, ordinance or regulation of any governmental body, or which may be in violation of the regulations of the Canadian Fire Underwriters Association or any other similar body.

15. CAGS reserves the right, at its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, CAGS shall not be liable in damages or otherwise for failure to carry out the terms of this Agreement in whole or in part where such failure is caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatsoever beyond the control of CAGS whether similar to or dissimilar from the causes enumerated herein. In the event that the exhibit space to be used by the Exhibitor should in any way be rendered unusable, the Exhibitor shall pay for such space only for the period during which it was or could have been used as determined within the sole discretion of CAGS. A refund of monies paid by the Exhibitor to CAGS will be made by CAGS in the event that the Show is not held as proposed by CAGS.

16. CAGS reserves the right to cancel this contract and to withhold possession of exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the Show rules and regulations, in which case the Exhibitor shall forfeit as damages all space rental payments made by him and any further occupancy of such space.