



2009 Retail Floor Application/Contract

The Everything To Do With Sex Show™
Direct Energy Centre, Exhibition Place
Toronto, Canada November 20-22, 2009

Name _____ Title _____
Company _____
Address _____
City _____ Prov./State _____ Postal/Zip _____
Telephone _____ Fax _____
Email _____
Website _____
Primary Products/Services Exhibited _____
Other Companies Exhibiting Within Booth _____

The Everything To Do With Sex Show is hereby authorized to reserve space on the exhibition floor as follows:

Booth Dimensions _____ Total Sq. Ft. _____ Cost (Excluding Taxes) _____

Booth Location: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

The Everything To Do With Sex Show may from time to time move an exhibitor to a booth other one initially chosen.

Exhibit Space Rates – Retail Floor

\$18.00/sq. ft.

\$200 Corner Booth Premium \$350 Peninsula Premium \$500 Island Premium
Make cheques payable to "SX Marketing Inc." Prices Are In Canadian Dollars. Subject to 5% Goods & Services Tax

Early-Bird Special By May 31st – Save \$150 per 10x10 AND reserve 2009 booth location

* Post-dated cheques required with contract per schedule below * Late payments and/or NSF cheques will void early-bird discount
* 2008 exhibitors will receive priority on booth selection during the early bird

Payment Schedule As Follows - Post-dated cheques or credit cards required

- 20% due upon signing – plus applicable taxes
 - 40% post-dated July 1st, 2009 – plus applicable taxes
 - 40% post-dated September 1st, 2009 – plus applicable taxes
- PLEASE NOTE: Booth cost includes draped back walls and shorter side walls only. Booth cost DOES NOT include hydro, furnishings, telephone, internet, electricity or improvements of any other type are the responsibility of the exhibitor

BOOTH RESERVATIONS ARE CONFIRMED UPON RECEIPT OF DEPOSIT PAYMENT. Post-dated Cheques, VISA, MasterCard and AMEX payments are welcome. Invoices are due upon receipt. 2% per month financing charge for all overdue accounts. Show Management will provide the exhibitor with an invoice/statement as per above schedule

Cancellations: Deposits and installment payments are non-refundable and non-transferable. In the event of cancellation, the exhibitor must notify Show Management in writing and is responsible for the amount as per the payment terms above.

Payment By: Visa MasterCard Amex Cheque

Number: _____ Expiration Date: _____

Cardholder: _____ Signature: _____

The cardholder above authorizes the credit card to be billed for the full amount on the dates per the schedule above.

I have read and agree to the Basic Terms and Conditions which appear on the reverse side of this Application/Contract and will abide by all show regulations and the requirements to prove that I have show insurance coverage as identified in clause 7. This Contract is binding upon acceptance of the applicant and Show Management. A facsimile copy of this Application/Contract is binding.

Application By (Please Print) _____ Signature _____ Date _____

Accepted By (Show Management) _____ Signature _____ Date _____

YOU MUST INITIAL AND RETURN ALL PAGES OF THIS CONTRACT

**PLEASE FAX THIS FORM TO: 905-738-7848
ATTN: SX MARKETING INC. ACCOUNTING DEPT.**

SX Marketing Inc.
2700 Steeles Ave West, Suite 202, Concord, Ontario L4K 3C8
Phone: (905) 738-8884 Fax: (905) 738-7848
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TERMS & CONDITIONS

1. EXHIBITOR CONTRACT TERMS & CONDITIONS

This contract contains the entire agreement of the parties. The Everything to do with Sex Show will be referred to as the "Show." (The rules and regulations are outlined in the Exhibitors Manual and any Exhibitor newsletters / updates are terms of this contract.)

2. ELIGIBILITY AND ALLOTMENT OF SPACE

Management has sole right to determine the eligibility of any company or product for inclusion in the exposition. Space allotments will be made by management in keeping, if possible, with preferences and priorities of the exhibitor concerning location. Management, however, reserves the right to make reasonable shifts of booth locations.

3. CANCELLATION AND TERMINATION

(a) This contract may only be cancelled if notice, in writing, is received by the Show. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 60 days or less prior to the first day of the show, the Exhibitor is liable for full payment of space rental under this contract.

(b) In the event the Exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, the Show reserves the right to cancel this contract without notice and all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by the Show as liquidated damages for breach of exhibitor contract and Show may thereupon rent said space. Failure to appear at the event does not release Exhibitor for payment of the full cost of the space rented.

(c) Show reserves the right to cancel this agreement at anytime due to conflict with current or future event sponsors, in which case all monies will be refunded in full.

4. EXHIBITOR COVENANTS

(a) The Exhibitor agrees to abide by all rules and regulations adopted by the Show and sponsors and agrees that the Show shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the show.

(b) The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between the Show and the official contractors serving the show facility and companies operating in the building in which the show is taking place, and to observe the labour laws of the jurisdiction in which the event building is located. The Exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, by-laws, ordinances or regulations of any government or regulatory body.

(c) The Exhibitor agrees to obtain, at its own expense, any licences or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.

(d) The Exhibitor agrees not to conduct or be associated with a contest or charitable activities in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the Exhibitor (i) satisfied the Show that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to the Show covering the value of the prize(s).

(e) The Exhibitor agrees to obey any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law they are responsible for, obey any such regulations.

(f) The Exhibitor agrees that no display will be dismantled or goods removed during the entire run of the Show and the display will remain intact until the closing hour of the last day of the show.

(g) All goods shipped to the Show must be prepaid and clearly marked with the name of the Exhibitor and the number of his space. Goods must not be shipped to arrive before the scheduled move in date. Show management assumes no responsibility for loss or damage to goods before, during or after the Show.

(h) All service, plumbing and building services by DEC or the chosen company will be at the exhibitor's expense. All equipment must be approved by the appropriate Hydro authorities prior to the Show and comply with relevant laws and regulations. The exhibitor agrees to abide by any decision made by the Hydro authority in the event of any dispute. Equipment not approved may be required to be removed from the Show.

5. SUBLETTING OF EXHIBIT SPACE

Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from the Show.

6. INDEMNITY

(a) The Exhibitor accepts all risks associated with the use of the exhibit space and environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against the Show, the show sponsors or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, employees, agents or their property.

(b) The Exhibitor agrees to indemnify and hold harmless the Show, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the Exhibitor or its officers, agents, employees or those for whom in law they are responsible, or the Show or a visitor to the show.

(c) Exhibitor hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance contract for real and personal property, when permitted by its contracts with its carriers.

7. EXHIBITOR INSURANCE

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased by the Show. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. At the request of the Show, the Exhibitor shall provide the Show with a copy of such policy. Workers Compensation shall be in full compliance with all federal and provincial laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. Exhibitors agree to name The Everything to do with Sex Show, its suppliers and agents and The Direct Energy Centre as additionally insured. (Refer to Exhibitor Manual for Insurance Requirements)

8. DAMAGE TO PROPERTY

Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of the Show.

9. INSTALLATION, EXHIBITING, DISMANTLING

Hours and dates for installation, exhibiting and dismantling shall be those specified by management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the show floor at the time specified by management.

TERMS & CONDITIONS - CONTINUED

SX Marketing Inc.

2700 Steeles Ave West, Suite 202, Concord, Ontario L4K 3C8

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10. ARRANGEMENT OF EXHIBITS

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 booth without liability for costs that may accrue to the exhibitor as a result of the action. Plans for specifically built displays in variance with regulations contained in the agreement must be submitted to management for approval. Special pricing may apply. Exposed parts of displays and/or equipment must be finished or covered in such a manner as not to be unsightly to exhibitors in adjoining booths.

11. STORAGE OF PACKING CRATES OR BOXES

Exhibitors will not be permitted to store packing crates and containers in their booths during the period of the show. Properly marked packing materials may be stored on site if there is adequate space. Arrangements must be made in advance. It is the exhibitor's responsibility to properly label and mark any packing materials. The Show is not responsible for any loss or damage to packing materials stored on site.

12. CHARACTER OF EXHIBITS

The general rule of the exhibit floor is "be a good neighbour." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisles. Sound and video productions relating to exhibitors' equipment will be permitted if tuned to a reasonable level and if not objectionable to neighbouring exhibitors and/or the Show. The exhibit must also conform to generally accepted standards of good taste as defined by the show. The show reserves the right to cancel any exhibit at any time that does not conform to set standards.

13. SALE OR SAMPLING

Absolutely no food or beverages may be sold or sampled during the Show without prior written approval from Show management. The sale of food or beverages for consumption at the Show must be prearranged with management and Centerplate or the company chosen. The sale of food or beverage items may be subject to a fee. Show reserves the right to remove any exhibit found not to comply with this rule.

14. EXHIBIT CONSTRUCTION GUIDELINES

Display material (including showcases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the exhibit Construction Guidelines and Fire Regulations and Electrical Guidelines outlined in the Exhibitor Manual. Exhibitors are requested to carpet their own rental space or arrange carpeting through the show decorator, GES Canada. Exhibitors may bring a hard wall configuration or can arrange to have a hard wall configuration designed by the show decorator, GES Canada; otherwise a draped 8' backwall and 3' sidewalls will be provided by the Show. All booth decorations must be flameproof and all hangings must clear the floor. All sidewalls or side displays must not exceed 3' in height without management approval.

15. PROMOTION

The Exhibitor acknowledges that Management has certain rights in the name of the Exhibition. The Exhibitor covenants and agrees to have all promotional material used by it and associated with the Exhibition approved in writing by Management prior to dissemination of the promotional material to the public.

16. SECURITY

Exhibitors are responsible for the security of their exhibit and contents. It is the responsibility of the Exhibitor to secure adequate insurance coverage and security measures for all aspects of their exhibit. The Direct Energy Centre has security personnel on the grounds of the facility. The Show will provide 24-hour perimeter security in the building, at entrances and exits, and show features. Neither the Direct Energy Centre nor the Show holds responsibility for any loss, damage, accident or theft to any products or displays.

17. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of the Show and sponsors, or if for any reason the Show is unable to permit the Exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, the Show and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other natural disasters, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.

18. NSF CHEQUES

In the event that the Exhibitor's cheque is returned by a bank due to insufficient funds, a \$50 CAD administration fee will be charged to the Exhibitor.

19. LAWS APPLICABLE

Any claims against the Show arising out of, related to or deriving from this contract shall be brought in a court having jurisdiction thereof in the City of Metropolitan Toronto, and the laws of the Province of Ontario.

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