

Agrifest Request for Exhibit Space

Exhibitor Information

(please note this information will appear on the on-line and printed show programme)

Company _____
 Contact Name _____
 Title _____
 Address _____
 City _____
 Province/State _____ Postal/Zip Code _____
 Telephone _____
 Cell _____
 Fax _____
 Email _____
 Website _____

Company profile (please limit to 150 words or less or attach as required)

Booth Preference (booth number/location preference) (1) _____ (2) _____ (3) _____

BOOTH PAYMENT * all prices in Canadian dollars

	Price	Quantity	Sub-Total
Machinery Exhibit (40' x 40')	\$900 +HST	_____	_____
Additional 10' x 40'	\$225 +HST	_____	_____
Trade, Information and Retail Exhibit (10' x 10)	\$600 +HST	_____	_____
Special Association Pricing (10' x 10')	\$300 +HST	_____	_____
Food Service Exhibit (10' x 10)	\$750 +HST	_____	_____
Special Association Pricing (10' x 10')	\$375 +HST	_____	_____

Sub-total: _____
Taxes (15%): _____
TOTAL DUE: _____
Deposit (50%): _____

Payment terms: a 50% deposit must accompany this form. The balance is due and payable in full by July 3, 2006.

This payment is based upon acceptance by AgraPoint, the show presenter. This application becomes a contract and is not subject to cancellation except by the consent of both parties on behalf of the exhibiting company. I agree to abide by the rules and regulations set out in this contract.

Authorized signature _____ Date _____

If you wish to pay by Visa or Mastercard, please provide the following information:

VISA

MASTERCARD

Card number: _____

Expiry date: _____

Card holder name: _____

Please submit this form with your payment to:

Agrifest
 c/o Darwin Event Group
 2047 Langille Drive
 Coldbrook, NS Canada
 B4R 1C3
 Fax: (902) 678-4436

CONDITIONS OF CONTRACT

1. The Exhibitor agrees to abide by all the regulations and rules adopted by Agrifest Show (AgraPoint) Management in the best interest of the Show, and agrees that Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the Show.
2. **The Exhibitor will be liable for and will indemnify and hold harmless Management from any loss or damages whatsoever suffered by management as a result of any loss or damages whatsoever occurring to be suffered by any person or company including, without limited the generality of the foregoing, Exhibitor, other Exhibitors, Management, the owner of the property 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 or were in any way connected with the Exhibitor's occupancy of said space.**
3. As an Exhibitor at Agrifest, every exhibiting company, organization and agency shall hold harmless Agrifest and the current owners from any claims whatsoever that may be made by any person or corporation in relation to the use of the site including site visits or demonstrations by its supporting companies.
4. The Exhibitor shall secure and furnish evidence of comprehensive general liability insurance with a limit not less than \$1,000,000 inclusive including coverage for premises and operations, products and completed operations. **The Exhibitor is responsible for the cost and placement of all insurance related to any potential loss or damage resulting from participating in the Show. It is recommended to exhibitors that valuable, easily transportable items be removed from the site nightly.**
5. The contract may be broken by either party provided written notice is received by the other at least six months prior to the first day of the show in which case all monies paid by the Exhibitor will be refunded. If the Exhibitor cancels within sixty (60) days before the Show, he will be liable for 50% of the total contracted space costs, plus HST. If the Exhibitor cancels within thirty (30) days prior to the Show he will be liable for 100% of the total contracted space, plus HST. In the event Agrifest is cancelled for any reason, the Exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of Agrifest shall be returned to each Exhibitor his space sale payment, less his prorated share of all costs associated and expenses incurred and committed by Agrifest.

By cancelling this contract the Exhibitor forfeits all rights or claims to the allocated space and management is free to rent it to others and collect the cancellation charge as liquidation damages.

6. Space contracted by the Exhibitor may not be sublet without the prior written permission of Agrifest Management.
7. The Management reserves the right to alter or change the space assigned to the Exhibitor.
8. The Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed material, products, signs, lights or sound, and to expel exhibitors or their personnel if, in Management's opinion, their conduct or presentation is objectionable to other Show participants.
9. The Exhibitor agrees to confine his presentation within the contracted space only, and within the Show rules and regulations and to maintain a staff in his booth space during Show hours.
10. All goods shipped the Show must be clearly marked with the Exhibitor and the location of his space. Goods must **not** be shipped to the Show for shipping charges to be paid on arrival as these will not be accepted by Management. **Management assumes no responsibility for loss or damages to goods, before, during the period of the Show, nor after its closing.**
11. The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Show but must remain intact until the closing hour of the last day of the Show. The Exhibitor also agrees to remove his exhibit, equipment and all other necessary materials from the Show site 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.
12. The Management reserves the right at its sole discretion to change the location and 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, Management shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Management whether similar to or dissimilar from the cause enumerated herein. In the event that the exhibit space to be used by the Exhibitor is in any way rendered unusable, the Exhibitor shall pay for such space only for the period during which it was or could have been used as determined with the sole discretion of Management.
13. The Management reserves the right to cancel this contract and 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 liquidation damages and space rental payments made by him and any further occupancy of such space.
14. The Exhibitor agrees to observe agreements between Show Management, and any official contractors serving companies on the Show site according to the labour of the jurisdiction in which the Agrifest site is located.
15. All electrical service will be arranged through the Darwin Event Group, official service contractor.
16. The Exhibitor shall not disturb the exhibit space (drilling, digging, trenching, etc.) without obtaining written approval and on-site authorization from the Agrifest. All damages, losses or claims whatsoever arising from disturbing or interfering with the space of other exhibitors will be the sole responsibility of the Exhibitor.
17. The Exhibitor must obtain approval from the Agrifest before the showing of any live entertainment, or the use of live animals.
18. The Agrifest shall govern the importation, purchase, type, spreading and removal of all ground material, such as, but not limited to bark, gravel, sawdust, wood chips, etc.