

SHildebrand Petnerships Inc. dba **Petnerships—Exhibitor Space Application/Contract**
The Petnership Project Tradeshow and Lecture Series—2010 June 19th and 20th
 Hellenic Community Centre, 4500 Arbutus St., Vancouver, BC

Please enter your information in the lines provided:

Company: _____ **Contact Person/People:** _____
Mailing Address: _____ **City & Province:** _____ **Postal Code:** _____
Email: _____ **Phone:** _____ **Cell:** _____ **Website:** _____

Products/Services/Activities to be displayed (In order to complete an Exhibit Space Contract, please give a full description of the products/items you wish to exhibit. Brand names, other company affiliations or identifications must be listed. Only that listed below and approved by Show Management may be displayed. No exceptions.) If more space is needed, please attach a separate document with this Application/Contract. _____

Desired Booth Number (please indicate all 3 choices: 1st _____ 2nd _____ 3rd _____)

Although we will do our best to accommodate requests, final booth allocation is at the discretion of Show Management. Selections will be made on a first come, first served basis. Booth space includes 8' high back drape, side drapes, one skirted table and one chair. Additional booth furnishings and electrical needs maybe ordered separately through our official show display company, Levy Show Services.

	<u>EARLY BIRD Rate:</u> Payment on or before Mar. 14 th , 2010	<u>REGULAR Rate:</u> Payment on or after Mar.15 th 2010
<i>Please select your desired options and enter "YES" in the appropriate lines:</i>		
Regular Booth: 8 X 8 (64 sq.ft.)	_____ \$650.00	_____ \$750.00
Small Booth: 6 X 6 (36 sq.ft.)	_____ \$450.00	_____ \$550.00
Not-for-Profit/Charity Booths:		
Regular Booth:8 X 8 (64 sq.ft.)	_____ \$499.00	_____ \$599.00
Small Booth: 6 X 6 (36 sq.ft.)	_____ \$299.00	_____ \$399.00
Large Booth 10 X 10 Premium:	_____ Add \$100 to Reg. Booth price	
Corner Premium:	_____ Add \$100/booth	_____ Add \$150/booth
Visitor Info Bag participation —\$200 for exhibitors (\$500 for non-exhibitors): _____	←Enter your \$ amount here	
<i>Please calculate your totals and enter your numbers on the lines below:</i>		
Subtotal:	\$ _____	
Add 5% GST (GST# 850552068RT)	\$ _____	
Total Amount Due:	\$ _____	

Please click on or tab over to the shaded areas to enter your information:

Payment Options:
 By **Cheque:** Cheque #: _____ Enclosed Amount: \$ _____
[Make cheques out to SHildebrand Petnerships Inc.]
 By **Credit Card:** VISA #: _____
 MasterCard #: _____
 Expiry: _____ Total Amount to Charge: _____
 Name on Card: _____
 I authorize **SHildebrand Petnerships Inc.** to process Deposits and Final Payments on the given credit card.

Signature: _____

I hereby apply for exhibit space at **The Petnership Project Tradeshow**, 2010, June 19 & 20 in Vancouver, BC. By submitting this Application/Contract, I acknowledge and agree that I have read the terms and conditions listed on all pages of this document, and that I understand and agree to be bound by them. I acknowledge that should I object to any term or condition, my only recourse is to not participate in **The Petnership Project Tradeshow**.

Payment Terms:
Early Bird applications must be **paid in full** at the time of booking in order to receive the Early Bird rate.
Regular Rate: Emailed or faxed applications paying by cheque must be followed by initial **Deposit** within seven days to: SHildebrand **Petnerships Inc.**, 2534 Cambridge St., Vancouver, BC V5K 1L4
 A **Deposit** of either 50% of the balance due or \$200 (whichever is greater) is due with this Application.
Final balance for Regular Rate is due by April 1st, 2010. Failure to submit final payment forfeits exhibitor's right to exhibit.
NOTE: All Applications submitted/received after April 1st must be forwarded with **payment in full**.
T: 604.253.3039 F: 604.321.4569

Authorized Exhibitor Signature: _____ **Date:** _____

Application/Contract Terms and Conditions

Governing Law: This Application/Contract (this "Agreement") and each of the documents contemplated by or delivered under or in connection with this Agreement are governed exclusively by, and are to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia and the laws of Canada applicable in British Columbia. *In the event of any dispute, the parties hereto expressly attorn to the exclusive jurisdiction of the Courts of British Columbia.*

Rules and Regulations: The Exhibitor agrees to abide by all rules and regulations included in this Agreement and the Exhibitor Information Package. SHildebrand Petnerships Inc. dba Petnerships, The Petnership Project, its staff, owners, and partners, are herein referred to as "Management". "Tradeshow" refers to The Petnership Project Tradeshow. "Exhibitor" refers to the company or individual named on the contract and "Exhibitors" refers to all exhibitors approved by Management. The Exhibitor agrees that Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Tradeshow. "Exhibit Space" is the space occupied by The Petnership Project and "Rental Space" or "booth" is the area allocated by Management to a given Exhibitor.

Exhibitor Eligibility and Participation: Management shall select Exhibitors on the basis of factors such as the Exhibitor's fit with, and commitment to, the theme, spirit, and goals of the Tradeshow, including the promotion of holistic and alternative wellness options for animals and other objectives intended to bring awareness and attention to holistic and alternative options. Notwithstanding the foregoing, Management reserves the right, in its sole discretion, to determine the eligibility of Exhibitors and exhibits for the Tradeshow, to reject or prohibit exhibits or Exhibitors which Management considers objectionable/ inappropriate to the theme of the Tradeshow and/or to relocate Exhibitors when in Management's opinion such moves are necessary to maintain the character and/or good order of the Tradeshow. Should any Rental Space remain unoccupied on Setup Day by 5pm, Management may rent said space to another Exhibitor. This shall not be construed as affecting the obligation of the no-show Exhibitor to pay the full amount indicated in this Agreement, whether or not said Rental Space is resold. The Exhibitor acknowledges and agrees that Management will not be liable if competitive Exhibitors are adjacent, however, where possible, Exhibitors will be allocated appropriately, in Management's sole discretion. Management reserves the right to change the allocated booth or Rental Space of the Exhibitor at any time, however Management will provide as much notice as possible given the circumstances. Management reserves the right at any time to alter or remove exhibits or any part thereof, and to expel Exhibitors or their personnel if, in Management's opinion, in its sole discretion, their conduct or presentation is objectionable to the Tradeshow's participants or the theme and spirit of the Tradeshow. Exhibitors shall permit Management to share or post their contact information stated in this Agreement. Any signs or displays erected by Exhibitors shall be of a professional nature. Management reserves the right to refuse inappropriate or unprofessional signs and displays, in its sole discretion.

Display: Exhibitor agrees to occupy the Rental Space during the term of the Tradeshow and to display only the products, services, activities, samples, door prizes, and promotional material described in this Agreement. Any technical requirements of Exhibitor must be set out above, or else provided to Management or Levi Show Services at least two weeks in advance of the Tradeshow. No Exhibitor shall change or add to the products and services to be displayed without the written consent of Management. No equipment, signage, shelving or products may extend more than 8 feet above the floor in a booth without prior permission of Management, which may be withheld in Management's sole discretion. Exhibit must be neat and professional in appearance and not displayed in a manner offensive or objectionable in the sole discretion of Management. No component of any display facing neighboring booths shall be left unfinished. The use of thumbtacks, scotch tape, nails or any other material that could damage the floor, drapes or walls is prohibited. No displays or signs may be affixed to building walls or posts. No signs or advertising devices shall be displayed outside the Rental Space other than those furnished by the Management. Displays blocking the unobstructed view from space to space are prohibited. Displays or Exhibitor conduct causing, in the opinion of Management in its sole discretion, excessive noise or disturbance to participants, visitors, and other Exhibitors are prohibited. Alcohol is prohibited. Exhibitors may not stand in, distribute material in, or approach show visitors in the aisles and public areas of the Tradeshow. Exhibitor draws and give-aways must be free and clear of any financial obligation on the part of the recipient. All contest terms and conditions and prizes available and their value must be clearly posted and approved by Management, in its sole discretion. Exhibitors shall observe and abide by additional reasonable regulations made by the Management for the efficient or safe operation of the Tradeshow. Exhibitors assume all liabilities and/or obligations caused by faulty or improper displays. Exhibitors bear the full responsibility for cleaning their respective Rental Space at the end of the Tradeshow, and shall at all times during the Tradeshow keep their respective display area in a clean and

professional condition. Garbage generated by the Exhibitor is the responsibility of the Exhibitor and shall be disposed of in a timely fashion. Exhibitors agree to staff their booths during all hours that the Tradeshow is in progress.

Exhibitor Badges: Exhibitor's working personnel must display Exhibitor badges provided by Management at all times they are working in the Exhibit Space. Exhibitor badges are non-transferable and may be cancelled by Management if transferred or used by any other individual than to whom they were issued.

Cancellation Policy: Management reserves the right to cancel any Exhibit contract, to withhold possession of the Rental Space, and/or expel the Exhibitor if the Exhibitor fails to comply with any of the Tradeshow rules and regulations, in which case the Exhibitor shall forfeit as liquidated damages and not as a penalty all payments pursuant to this Agreement, without prejudice to Management's other rights and remedies at law. Exhibitor requests for cancellation must be made in writing and submitted prior to April 1st, 2010 in which case all monies paid by the Exhibitor will be refunded less Deposit paid. If the Exhibitor cancels after this date, he/she will be liable for 100% of the total contracted Rental Space costs. Any discounts will be void. Regular rates will apply and be immediately due to Management.

Subletting: The Exhibitor shall not sublet or assign any portion of the Rental Space agreed upon as per this Agreement without the prior written permission of Management.

Visitor Info Bags: Exhibitors purchasing visitor bag insert participation must have items approved by Management prior to shipping. Items are due one month prior to the Tradeshow. If Exhibitor fails to provide items by the deadline, items may not be included and no refund will be provided.

Insurance: All Exhibitors are required to carry Commercial General Liability insurance in the limit of at least \$2,000,000 to cover them at the Exhibit Space for the entire period of the Tradeshow. The policy of insurance must name both SHildebrand Petnerships Inc. and the City of Vancouver/The Hellenic Community Center as insureds. Exhibitors shall provide a Certificate of Insurance or other evidence that said coverage is in place.

Indemnity: Exhibitor accepts all risks associated with the use of the Rental Space, the Exhibit Space and environs. The Exhibitor shall not make any claim, demand or take any legal action, whatsoever, against Management, the Tradeshow sponsors or the facility in which the Tradeshow is held, for loss, damage to person or property, death or injury howsoever caused, to the Exhibitor, its directors, officers, employees, agents or their property. The Exhibitor agrees to indemnify, release, discharge and hold harmless Management, Tradeshow sponsors and the facility, and their respective directors, officers, agents and employees against all actions, claims, costs, losses, damages, and charges of every kind resulting from the occupancy of the Rental Space, the Exhibit Space or its environs or from participation in the Tradeshow, including but not limited to any arising out of theft, personal injury, death, property damage or any other damage sustained by the Exhibitor or its directors, officers, agents, employees or those for whom in law they are responsible, Management, visitors to the Tradeshow, or any other third party. In no event will Management or its directors, officers, employees or agents be liable to Exhibitor or any third party for any direct, indirect, physical, consequential, exemplary, incidental, special or punitive damages, including, without limitation, any damages resulting from Exhibitor's participation in the Tradeshow.

Set up & Teardown: All booths must be set up within the specified time, in the sole direction of Management, on the setup day designated by Management (the "Setup Day"). No major alterations may be made during Tradeshow times. In the event that a booth is closed or unattended without Management's approval at any time during the Tradeshow, Management reserves the right to open or remove any night coverings, etc. but shall be under no liability to the Exhibitor for any loss or damage which may be caused as a result of the booth being "opened". Exhibitors may not dismantle, remove, or "tear down" their display before the scheduled tear down time, as determined by Management. Exhibitors not complying with any of these terms will be charged a reasonable administrative fee by Management. Exhibitors agree to completely remove their display materials, equipment, and garbage from the Exhibit Space by the final teardown time limit. In the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred.

Liability and Cancellation or Curtailment of Tradeshow: Management reserves the right at its full and absolute discretion to reschedule the date or dates upon which the Tradeshow is to be held to any date within one year of the Tradeshow dates set out above. There shall be no refunds of funds paid by Exhibitor and Management shall not be liable in damages or otherwise by reason of any such rescheduling. In addition Management shall not be liable in damages or otherwise for failure to carry out the terms of the Agreement in whole or in part where caused directly or indirectly, by or in consequence of fire, storm, flood, acts of God or nature, acts of civil commotion, strike or by any cause whatsoever beyond the control of Management whether similar or dissimilar from the causes enumerated herein. In the event that the Rental 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 in the sole discretion of Management. In the event that the Tradeshow is not held within a one year period of the

Tradeshow dates set out above, the Tradeshow shall be deemed to be cancelled and a refund of all monies, less Deposit, paid by the Exhibitor to Management will be made by Management.

NSF Cheques: In the event that the Exhibitor's cheque is returned by a bank due to insufficient funds, a \$50.00 administration fee will be charged to the Exhibitor.

Video and Photography: Management reserves the right to use all photographs, video, images and likenesses (the "Images") taken by Management or on behalf of Management during the Tradeshow for future purposes, and Exhibitor grants Management a worldwide, royalty-free, exclusive license to use, publish, and reproduce the Images.

Shipping: Prior to shipping any goods or materials, please contact The Petnership Project. All goods shipped to the Tradeshow must be clearly marked with the name of the Exhibitor and must not arrive until the Setup Day, as the facility will not store your goods. Goods must not be shipped to the Tradeshow for shipping charges to be paid on arrival, as these will not be accepted by Management. Management assumes no responsibility for the loss or damage to goods before, during the Tradeshow, or after its closing.

The Complete Contract: The Exhibitor agrees to observe all union contracts and labour relations in force, agreements between Management, official contractors serving companies and the facility in which the Tradeshow will take place and according to the labour laws of the jurisdiction in which the facility is located. Any agreement between an Exhibitor and their supplier is the sole responsibility of the Exhibitor. Management does not guarantee in any way the attendance figures for the Tradeshow nor the success of any Exhibitor. All circumstances not covered by this Agreement will be subject to the sole discretion of Management. Management will have full discretion in the interpretation of all terms, conditions and rules herein and will make any amendments thereto governing the Tradeshow. Management reserves the right to modify, add or delete terms as deemed necessary. This Agreement, and all documents contemplated herein, constitutes the complete contract between the parties. This Agreement may be executed either by being signed and submitted by facsimile, signed, scanned, and submitted by electronic mail, or signed electronically by way of Exhibitor typing his or her name in the space indicated above or other form of electronic signature, and all versions or copies of this Agreement so submitted shall be deemed to be, and accepted as, an executed original, by both parties.