

ExpoCycle Outdoor Demo Day Contract

September 9, 2009 / Ski Bromont, Bromont, QC

EXHIBITOR INFORMATION (Items below marked with an "**", will be the information listed in the 2009 ExpoCycle Outdoor Demo Day Guide)

Authorized Company Contact: _____
 *Company Name: _____
 Address: _____ City: _____ Prov.: _____
 Postal: _____ Phone: _____ Fax: _____
 Email: _____ Website: _____

The undersigned has read and agree to the Basic Terms and Conditions which appear on the reverse side of this Contract and agrees to abide by all exhibitor regulations and the requirements to show insurance coverage as identified in paragraph 19. A facsimile copy of this Contract is binding.

 APPLICATION BY: (PRINT COMPANY NAME) SIGNATURE OF COMPANY REPRESENTATIVE DATE

EXPOCYCLE BOOTH SPACE REQUEST:

Base Unit 1 - 10x10 = \$500 Base Unit 2 - 10x20 = \$750 All Additional Units - 10x20 = \$150 ONLY in conjunction with Base Unit 2
 Total Sq Ft. required _____ Depth _____ Width *** All product, demo trailers, and exhibits must be within your demo area. ***

BTAC is hereby authorized to reserve space on the demo day exhibit floor as follows: (Space allocation will be based on first come, first serve basis)

METHOD OF PAYMENT:

<input type="checkbox"/> Cheque (Payable to BTAC) <input type="checkbox"/> **Visa <input type="checkbox"/> **MasterCard <input type="checkbox"/> **American Express Card # _____ Exp. Date: _____ Name of Card Holder: _____ Amount: _____ Signature: _____ **Note: A 3% charge will be added to the total of your invoice for using a credit card to pay invoice.	Sub-Total: \$ _____ 5% GST: \$ _____ 7.5% QST: \$ _____ Total: \$ _____
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PAYMENT TERMS ARE AS FOLLOWS:

TOTAL DUE UPON RECEIPT OF INVOICE

DO NOT COMPLETE BELOW THIS LINE - FOR BTAC ONLY

CONFIRMED BTH NUMBER(S)	CORNER(S)	BOOTH DIMENTIONS	TOTAL SQ. FT.	TOTAL COST	DATE RECEIVED	APPROVED BY SHOW MGR.



Bicycle Trade Association of Canada /// Association canadienne de l'industrie du vélo
 202 Church Street PO Box 72 • Keswick, ON • L4P 3E1
 Tel: (905) 535-1246 • Fax: (905) 535-1251 • Toll Free: (866) 528-2822 • Email: info@btac.org

EXPOCYCLE OUTDOOR DEMO DAY CONTRACT BASIC TERMS & CONDITIONS

This contract is non-assignable. Any attempted assignment of this shall be null and void and shall constitute a breach of this, resulting in cancellation.

1. Defined Terms: "Event" means ExpoCycle Outdoor Demo Day, currently scheduled to take place on **September 9, 2009** at Ski Bromont. The Event is owned, produced and managed by the Bicycle Trade Association of Canada (BTAC). "Organizer" means, BTAC. "Exhibitor" means the company or the person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by BTAC. "Official Contractor" means, the selected contractors who will provide certain services and equipment to exhibitors at the show site during installation, exposition and dismantling.

2. Eligibility and Allotment of Space: The Organizer has sole right to determine the eligibility of any company or product for inclusion in the event. Companies wishing to exhibit must be members of BTAC. Space allotments will be made by BTAC in keeping, if possible, with preferences and priorities of the Exhibitor concerning location and based on date contract is received. Full payment of exhibit space is due by June 2, 2009. Post-dated cheques are not accepted. BTAC reserves the right not to accept contracts if the Exhibitor has an outstanding balance. BTAC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

3. Default in Occupancy: It is understood and agreed to by the Exhibitor that in the event it fails to install its product in its exhibit space within the time limit set for opening exhibits or fails to pay the space rental at the times specified, or fails to comply with any other provisions concerning use of exhibit space, BTAC shall have the right to take possession of said space for such purposes as it sees fit and the Exhibitor will be held liable for the full Exhibit Fee of said space. Displays and exhibit space must be completed and open for attendees during all published show hours.

4. Cancellation by Exhibitor: If an Exhibitor desires to cancel this contract, the Exhibitor may only do so by giving notice thereof in writing sent to BTAC with evidence of receipt. In such case, the Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by BTAC no later than July 7, 2009. If written notice of cancellation is received between May 1, 2009 and July 7, 2009, Exhibitor will be liable for 50% of the total exhibit fee. All cancellations prior to May 5, 2009 will be liable for 15% of the total exhibit fee. This amount is considered to be liquidated and agreed upon damages, for the damages BTAC will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this as a valid pre-estimate of these damages. The date of cancellation shall be the date BTAC receives the notice. BTAC reserves the right to treat Exhibitor's downsizing of exhibit space as cancellation of original contract and an offer to purchase new exhibit space. Exhibitor may be required to move to a new location if it requests a downsizing of exhibit space.

5. Cancellation by BTAC: If Exhibitor fails to make payment required by this contract in a timely manner, BTAC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. BTAC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer. BTAC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. BTAC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligation on BTAC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If BTAC removes or restricts an exhibit that BTAC considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

6. Cancellation of the Event: If BTAC cancels the Event due to circumstances beyond the reasonable control of BTAC (such as acts of God, acts of war, governmental emergency, infectious diseases, labour strike or unavailability of the Event Facility), BTAC shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of the costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. BTAC reserves the right to cancel, rename or relocate the Event or change the Event Dates to dates that are not more than 30 days earlier or 30 days later. No refund will be due to Exhibitor, but BTAC shall assign to Exhibitor, in lieu of the original space, other space as BTAC deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If BTAC elects to cancel the Event other than for a reason previously described in this paragraph, BTAC shall refund to Exhibitor its entire exhibit space fee payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

7. Indemnification: Exhibitor shall indemnify, defend (with legal counsel satisfactory to BTAC), and hold BTAC, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including legal fees) and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) and breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement, (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement, (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right, (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor, (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

8. Limitation of Liability: All property of the Exhibitor is understood to remain under the Exhibitor's custody and control, in transit to or from or within the confines of the Event, subject to the rules and regulations of the event. Proof of insurance, as outlined in paragraph 19, must be provided in writing to the Organizer before the Exhibitor will be permitted to move into the Event Facility. This insurance is required to cover exhibit material against damage and loss and full liability insurance for any and all persons whether they are its agent, employee, guest, or the public in general that is caused by the Exhibitor, its agents or employees.

Organizer and the Exhibit Facility will not be responsible for any injury to the Exhibitor for the loss or damage to any goods while in transit to and from the premises or while in the Centre. Exhibitor agrees to make no claim for any reason whatsoever against the Organizer or its Official Contractors for loss, theft, damage or destruction of goods; nor for any damage of any nature, including damage to its business by reason of failure to provide space for its exhibit; nor for any action of any nature of the Organizer; nor its failure to hold the Event as scheduled.

9. Installation, Exhibiting, and Dismantling: Hours and dates for installation, exhibiting and dismantling shall be those specified by BTAC. 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 the Organizer. Dismantling of exhibit space is not permitted before the official closing of the event. Exhibitors not observing this contract regulation will lose their priority of space for future Events.

10. Display Heights: Exhibit heights must conform to published rules and regulations, which appear in the Exhibitors Manual. Exhibitors will receive Exhibitors Manual approximately 2 months prior to the Event or within 2 weeks of acceptance of contract by BTAC, or whichever is the latter.

11. Arrangement of Exhibits: BTAC 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 specially built

displays in variance with regulations contained in the contract must be approved by the Organizer. 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. At all times, the aisle adjacent to the Exhibitor allocated space must be kept freely open and it is the responsibility of the Exhibitor not to engage in activity that would impede free access to any other exhibits.

12. Storage of Packing Crates and Boxes: Exhibitor will not be permitted to store packing crates and containers in their booths during the period of the show. Properly marked packing materials will be sorted and returned to the booth by service contractors. It is the responsibility of the Exhibitor to mark and identify their crates.

13. Restrictions in Operations of Exhibits: (a) Alcohol: The serving of alcoholic beverages in the exhibition area during show hours requires prior approval of BTAC and the Event Facility, (b) Signs & Illumination - Signs involving the use of neon or similar gases are prohibited. Electric flashing signs must be low intensity and require prior approval of the specifications of their use by BTAC. Should the wording on any sign or area in the Exhibitor booth be deemed by BTAC to be contrary to the best interest of the show, exhibitor agrees to make such changes in wording as may be requested by BTAC, (c) Booth Personnel - Booth representatives must be dressed in a manner deemed by BTAC to be in keeping with generally accepted standards of propriety, (d) Recruiting - Exhibitor shall not have in his booth any display or signs for purpose of recruiting employees, (e) Sound - Amplifiers and other sound generating equipment must be operated at levels, which will not interfere with other exhibitors nor add unduly to the general acoustic discomfort, (f) Noise and Odours - No excessive noise or obstructive work will be permitted during operating hours of the exposition, nor will neither excessively noisy displays, nor exhibits generating objectionable doors be allowed, (g) Lotteries, Contests - The use of games of chance, lottery devices, musical instruments, carnival buskers and other sideshow practices is permitted only with written permission of BTAC, (h) Demonstrations, Souvenirs, Samples and Mascots - All demonstrations and other sales activities must be confined to the limits of the booth. Distribution of samples, souvenirs, publications etc., is likewise limited to the booth confines, and (i) Smoking - Event Facility is a non-smoking facility.

14. Subletting: The Exhibitor agrees not to assign, sublet or apportion space, or any part thereof allocated to such Exhibitor without prior written permission of BTAC.

15. Care of Premises: Exhibitor is liable for any damage caused to building, floors, walls, columns and to standard booth equipment or other exhibitor's property. Application of labels, tape, paint, lacquer, adhesives or other coatings to building columns, floors and wall or to standard booth equipment is strictly prohibited.

16. Safety and Public Policy: (a) Compliance - The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, provincial and federal governing bodies concerning fire, safety and health and environmental requirements, together with the rules and regulations of the operators and/or owners of the property wherein the show is held, (b) Inflammable Materials - All booth decorations must be flameproof and all hangings must clear the floor, (c) Electrical Code - Electrical wiring must conform to the National Electrical Code. If inspection indicates that exhibitor's display is not in compliance with these regulations, or otherwise constitutes a fire hazard, the right is reserved to cancel all or such part of the display that is irregular, and effect the removal of it at Exhibitor expense.

17. Official Contractor and Union Labour: The Organizer will select Official Contractors to provide certain services and equipment to exhibitors at the Event site during installation, exposition and dismantling. Exhibitor will be advised of these contractors, their services and rates in the official Exhibitors Manual issued by the Organizer. Exhibitor agrees to abide by and comply with rules and regulations concerning local unions having agreements with the Event Facility or with authorized contractors employed by the Organizer. Any dispute or disagreement between Exhibitor and Official Contractor or between Exhibitor and a tradesman or union representatives, will be referred to the Organizer for resolution, which will be binding on all parties to the disagreement.

18. Solicitation of Business: Only Exhibitor or bona fide employees of the Exhibitor are permitted to solicit business during show hours. Displays and products are not permitted to be set up in rooms or suites by Exhibitor staying at the hotel(s), without written approval from BTAC. The distribution of literature or promotional material by Exhibitor in the hotel(s) is not permitted.

19. Insurance: Exhibitor shall, at its own expense, secure and maintain through the terms of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor obligation under this paragraph.

(a) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);

(b) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.

(c) Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insured's the Bicycle Trade Association of Canada (BTAC) and each of its subsidiaries. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to BTAC shall be furnished to BTAC 60 days before the first day of ExpoCycle. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days advance written notice to the Bicycle Trade Association of Canada.

20. Rights offset; Enforcement: BTAC reserves the right, in its sole discretion, to apply any or all payments made for the Event to any or all outstanding amounts with Organizer. This applies to sponsorships, booth space, or any other product or services offered by Organizer.

21. Listings and Promotional Materials: By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, non-exclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. Organizer may also take photographs of Exhibitor's booth space, exhibit, guests and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

22. Outside Exhibits/Hospitality Suites: Exhibitor is prohibited, without express advance written approval from BTAC, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as conducting unauthorized facility tours. Exhibitor shall not operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Exhibitor is prohibited from hosting hospitality functions during official Event hours. All requests for a hospitality suite or public function space must be made through BTAC. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, BTAC reserves the right to notify the applicable venue to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel or applicable venue.