



## 1. GENERAL

The Canadian Cardiovascular Congress (CCC) ("the Organizer") reserves the right to decline or prohibit any exhibitor portions thereof, and to permit only such matters or conduct as shall be approved by the Organizer.

Canvassing of distributing advertisement matter outside the Exhibitor's own exhibit space is not permitted.

The Organizer reserves the right to alter or change the space assigned to the Exhibitor.

## 2. CONDUCT OF EXHIBITORS

The Organizer reserves the right to require any Exhibitor to immediately cease employing on the premises, any person whose conduct, in the sole opinion of the Organizer, is prejudicial to the proper management and/or purposes of the Exhibition or CCC. It is MANDATORY that exhibiting organizations staff their exhibits with at least one qualified representative of the company throughout the operating hours of the Exhibition including the Welcome Reception and ePoster Receptions.

## 3. CONGRESS REGISTRATION

One (1) complimentary Exhibitor Registration (exhibit hall access only) and one (1) complimentary Universal Exhibitor Registration (exhibit hall and scientific session access only) per paid exhibit space. Any additional representatives or guests will be required to pay a registration fee.

## 4. EXHIBITS APPROVAL

All products/services to be displayed by Exhibitors must receive prior approval by the Organizer. The Organizer reserves the right to withhold approval of the Exhibitor's products/services, which, in the Organizer's judgment, do not conform to the educational or scientific purpose of CCC. At the request of the Organizer, an Exhibitor shall immediately remove any products/services included in an exhibit for with approval had not been given.

## 5. AUDIO-VISUAL COMPONENTS OF EXHIBITS

Audio-visual equipment, as part of a display, is acceptable; however, sound equipment must be regulated so as not to disturb neighbouring Exhibitors. In addition, spectators at exhibits may not obstruct aisles or interfere with access to other exhibits. The Organizer reserves the right to determine if sound levels from audio equipment constitute interference with others or become unacceptable. In such cases, sound levels will be reduced or the equipment will be removed at the Exhibitor's expense.

## 6. SAMPLES AND GIVEAWAYS

It is the exhibitors' responsibility to ensure that any giveaway is acceptable under the Innovative Medicines Canada Code of Ethical Practices and the Medec Code of Conduct, if applicable.

The Organizer does not require a sample of the giveaway in advance of the Congress. However, the Organizer does reserve the right to have a giveaway removed from the exhibit area, should the giveaway not be useful to and/or in the professional activities of the CCC participants, as outlined in the Innovative Medicines Canada Code of ethical Practices and the Medec Code of Conduct.

## 7. EXHIBIT INSTALLATION AND RECEIPT OF GOODS

All exhibits must be ready for the opening of the Exhibition. The Organizer will not allow any moving of exhibits after the opening. Deadlines for installation will be contained in the Exhibitor Manual, which will be sent to Exhibitors approximately four (4) months prior to the Exhibition.

## 8. ASSIGNMENT

The Exhibitor shall not assign or sublet any part of its exhibit space without the written consent of the Organizer. All exhibits shall be subject to the approval of the Organizer.

## 9. CARE OF EXHIBITS

The Organizer will ensure that aisles are swept and cleaned, but Exhibitors must keep their exhibit space cleaned and their exhibits dusted and in good order, at their own expense. Exhibits must remain intact until after closing on the last day of the Exhibition. Exhibitors are requested at all times to co-operate with the Organizer by maintaining their exhibits in perfect condition and keeping them properly staffed throughout the Exhibition.

## 10. FORCE MAJEURE

In case the exhibit space contracted for shall not be available for the uses herein specified due to war, acts of international or domestic terrorism, government action or order, acts of God, fire, strikes, labour disputes, or any other cause beyond the control of the Organizer, this Agreement shall immediately terminate and, in such event, the Exhibitor shall and does hereby waive any claims to damages or any other recovery therefore except the return of the amounts paid as rental for the exhibit space, less the prorated share allocated to the exhibit of the actual expenses incurred by the Organizer in connection with the Exhibition. Should the Organizer, in its sole discretion, consider it inadvisable to hold the Exhibition at the time and place herein provided the Organizer may, as its option, terminate this Agreement and, return the sums paid by the Exhibitor for the exhibit space, and there shall be no further liability on the part of either party to the other. Upon written notice to the Exhibitor, the Organizer shall also have the right to change the date and the place where the Exhibition is to be held.

## 11. REMOVAL OF MATERIAL DURING EVENT

The Exhibitor agrees that no display may be dismantled of goods removed during the exhibition but must remain intact until the closing hour of the last day of the exhibition. The Exhibitor also agrees to remove its exhibit equipment and appurtenances from the facility 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. INSURANCE

Each Exhibitor has the responsibility of maintaining adequate insurance coverage against injury to persons, damage to or loss of property, products, equipment or decoration and inability to meet its obligations outlined in this Application and Contract for Exhibit Space, Terms of Agreement – Rules and Regulations. The following insurance coverage will be mandatory:

- i. Comprehensive General Liability insurance with a minimum limit of \$5,000,000 CDN
- ii. The Policy shall include the Canadian Cardiovascular Congress, the Canadian Cardiovascular Society, the Heart and Stroke Foundation of Canada, the Intertask Group of Companies and the facility as additional insured and shall contain a cross-liability clause.

The Exhibitor must provide evidence of compliance with paragraphs i. and ii. to the Organizer no later than September 22, 2017 as outlined in the Exhibitor Manual. The coverage shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon thirty (30) days' prior written notice. The Organizer reserves the right to prohibit access to the Exhibit Hall to any exhibitor from whom no proof of insurance has been received. Insurance protection of the type described will not be provided to the Exhibitor either by the Organizer or by the facility.

## 13. LIABILITY

Exhibitors who desire insurance on their exhibit and staff must place the same at their own expense. The Organizer will not be liable for any loss or damage to the property of the Exhibitor or its employees due to fire, robbery, accidents, or any cause whatsoever that may arise, for use and occupancy of the leased space

or the facility. The Exhibitor agrees to indemnify and hold harmless the Organizer, the Canadian Cardiovascular Society, the Heart and Stroke Foundation, the Intertask Group of Companies, the facility and its employees against any and all claims of any person whatsoever, arising out of acts of omission of Exhibitors or their employees (Exhibitors shall furnish their own public liability insurance). The Organizer assumes no liability for damages or losses resulting from, or related to, the failure of the Exhibitor to comply with the provisions of this Agreement. If, due to unforeseen circumstances beyond the control of the Organizer, the Exhibitor's materials do not arrive in time for display during the entire period of the Exhibition, or any portion thereof, the Organizer assumes no liability for damages or losses to the Exhibitor and is under no obligation to refund the Exhibitor's fees.

## 14. SECURITY

The Organizer will provide the necessary watchmen for the Exhibit Hall during move-in/move-out and the hours the exhibition is closed. Exhibitors must have an attendant in charge of their exhibit each day during the hours the Exhibition is open. No other persons will be permitted in the Exhibit Hall after closing hours. The Organizer shall not be held responsible in any way whatsoever for any loss or theft of exhibits at the facility during the set-up, Exhibition or dismantling period. It is recommended that each Exhibitor purchase a rider on the Exhibitor's own insurance policy protecting them against loss, theft, fire, damage, etc.

## 15. COMPLIANCE WITH LAWS

The Exhibitor agrees to observe all union contracts and labour relations in force, agreements between the Organizer, the official exhibition contractors and the building in which the exhibition will take place and act according to the labour laws of the jurisdiction in which the building is located and observe provisions of the provincial Human Rights Code and the Labour Standards Act in the hiring and treatment of exhibit booth staff.

## 16. TERMINATION OF THE CONTRACT

This agreement may be terminated by the Organizer at any time on the breach of any of the conditions by the Exhibitor on account hereof prior to said termination shall be retained by the Organizer as liquidated damages for such breach, and the Organizer may thereupon re-sell said booth space.

## 17. AMENDMENT

The Organizer shall have full power to interpret and/or amend these rules and regulations, which in the Organizer's discretion, shall be in the best interest of CCC. The decision of the Organizer must be accepted as final in any dispute with the Exhibitor or in any situation not covered by these rules and regulations. The Exhibitor agrees to abide by the rules and regulations contained in the Exhibitor Manual.

## 18. CANCELLATION OF CONTRACTS

Cancellation of contracts received prior to June 16, 2017 for single and island booths of less than eight (8) booths will receive a refund of exhibit fees paid, less a 25% administration fee. For island booths larger than eight (8) booths, there will be no refund on booths that cannot be resold based on floor plan restrictions or the creation of isles. No refunds will be issued for table top cancellations and no refunds will be made on cancellations of exhibit space received after June 16, 2017.

INITIALS: \_\_\_\_\_