

Virtual Toronto International Boat Show

January 18 – 24, 2021



Exhibitor Application for Space

Canadian Boat Shows

14 McEwan Dr. W., Unit 8, Bolton, ON L7E 1H1
 Phone: 905-951-0009 Fax: 905-951-0018
 HST# 833398068

Company Name: _____

Address: _____

Phone: _____ Cell: _____ Fax: _____ City _____ Prov/State _____ Postal Code/Zip _____

Company Contact _____ Contact Email: _____

BILL TO: Company Name: _____ Phone: _____

Address _____

Billing Contact: _____ Billing Contact Email: _____

To Be Completed By Exhibitor

What products/services will you be displaying? (only products listed may be promoted): _____

Please list Brand Names for BOATS: _____

Our company is a: Manufacturer Wholesaler Marine Services Dealer Retailer and/or Marina Other

VIRTUAL SPACE RATES – SELECT 1

	Boating Ontario & NMMA Members *	Non-Members
TIBS Virtual #1	<input type="checkbox"/> \$5,000 + 13% HST	<input type="checkbox"/> \$5,500 + 13% HST
TIBS Virtual #2	<input type="checkbox"/> \$2,500 + 13% HST	<input type="checkbox"/> \$2,750 + 13% HST
TIBS Virtual #3	<input type="checkbox"/> \$ 500 + 13% HST	<input type="checkbox"/> \$ 550 + 13% HST
TIBS Listing	<input type="checkbox"/> Complimentary for 2020 Exhibitors	
No Complimentary Listing or Virtual Space	<input type="checkbox"/> Thank you, but for the following reason do not provide the complimentary listing:	

*Boating Ontario and NMMA members: In order to receive member rate, membership dues must be paid by December 15, 2020.

EXTRA OPPORTUNITIES OUTSIDE YOUR VIRTUAL SPACE

Limited # Available & must be an exhibitor with a virtual space in order to participate

<input type="checkbox"/> Run of Site (ROS) Virtual Show Ads	\$1,000 + 13% HST
<input type="checkbox"/> 30 second commercial rotating between TIBS live content for full show	\$1,000 + 13% HST
<input type="checkbox"/> 60 second commercial rotating between TIBS live content for full show	\$1,200 + 13% HST
<input type="checkbox"/> TIBS Live: Your Business/Product/Service segment: Includes Interview and Video Opportunities (plus On Demand for 6 months following)	\$ 500 + 13% HST
<input type="checkbox"/> TIBS Social Media	\$ 800 + 13% HST

SPONSORSHIP OPPORTUNITIES OUTSIDE YOUR VIRTUAL SPACE

Limited # Available & must be an exhibitor with a virtual space in order to participate

<input type="checkbox"/> Attendees Free Registrations sponsored by:	\$5,000 + 13% HST
<input type="checkbox"/> Virtual Seminars sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> Virtual Info Booth sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> Virtual Safe Boating sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> Virtual Boating Community Discussion sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> TIBS Live sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> Captain's Club Attendees Newsletter sponsored by:	\$3,000 + 13% HST
<input type="checkbox"/> TIBS Exhibitor Newsletter sponsored by:	\$2,000 + 13% HST
<input type="checkbox"/> Customized and Creative ideas – let's talk!	TBD

PAYMENT INFORMATION

• Payment required in Full with application	• Rates are in Canadian Funds
• 13% HST to be applied to the above rates	• Payments made in U.S. Funds additional 3% of total contract
• Cheques payable to Canadian Boat Shows	• All payments are non-refundable
• For alternative payment options (wire, E-transfer, credit card) please contact us	

By signing and submitting this form to Canadian Boat Shows (CBS), the Exhibitor acknowledges, agrees and consents to receipt of notices from CBS and its official show suppliers electronically or by facsimile, using the contact information set forth on this form. If you wish to keep your email private notify our office via email at TIBS@canadianboatshows.com.

Once CBS executes the application it becomes a binding contract between CBS and the Exhibitor and includes all the Terms & Conditions, Rules & Regulations. The Exhibitor agrees to be bound by all such Terms & Conditions, Rules & Regulations.

Your Name: _____ Signature: _____ Date: _____

Canadian Boat Shows Signature: _____ Date: _____

2021 TORONTO INTERNATIONAL VIRTUAL BOAT SHOW TERMS & CONDITIONS

1. ADMISSIBLE VIRTUAL EXHIBITS

- a) Exhibitor agrees to display on the virtual show event platform (the "**Platform**") only marine related products. Exhibitor will not display any product or advertisements without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and/or advertise for sale its products and/or services on the Platform.
- b) Canadian Boat Shows Inc. ("**CBSI**") reserves the right to determine the eligibility of any company, product, advertising, or material for inclusion on the Platform. No Exhibitor shall exhibit, or permit to be exhibited any product, merchandise, signage or display material other than that specified in this application.
- c) Exhibitor agrees that CBSI, at its sole discretion, may remove any exhibits from the Platform that it determines are disruptive, objectionable or inappropriate.
- d) All virtual content published by the Exhibitor on the Platform shall be the responsibility of the Exhibitor and the Exhibitor assumes full and complete responsibility and liability for all content included, submitted, or published on the Platform by the Exhibitor.

2. PAYMENT FOR VIRTUAL BOOTH

- a) Member rate applies only to virtual Exhibitor booth space occupied by the member's own products.
- b) All Exhibitor accounts with CBSI must be paid in full, by cheque, cash or wire before an Exhibitor will be provided access to the Platform.
- c) Boating Ontario Members and NMMA Members must be in good standing by June 1 preceding the virtual show.
- d) Your virtual Exhibitor booth on the Platform must be designed in the virtual space and be ready for testing at least 1 week prior to the show start date. Your virtual Exhibitor booth on the Platform will be accessible up to 6 months post-show end date. Exhibitors are responsible for their own Platform presentation setup and technology to log in to the Platform.

3. CANCELLATIONS AND NO REFUNDS

- a) In the event an Exhibitor cancels their participation in the Platform and virtual show after execution of this Application, the Exhibitor must do so in writing and acknowledges that there are **no refunds** for any amounts paid.

4. USE OF PLATFORM SPACE

- a) Exhibitors may not allow access or use of the Platform to another person, entity or non-Exhibitor. Use shall include renting, sharing, donating or in any way allowing another person, entity or non-Exhibitor to display or advertise on the Platform.

5. LIABILITY RELEASE, WAIVER/INDEMNIFICATION/CHOICE OF LAW & FORUM/LEGAL FEES

- a) Exhibitor releases and agrees to indemnify, defend and hold harmless CBSI, its contractors and their respective directors, officers, employees and agents, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any:
 - (i) injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the virtual show or use of the Platform, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto;
 - (ii) allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that is not Canadian Anti-Spam Legislation ("**CASL**") compliant, including for any negligent acts, omissions, or willful misconduct leading to an allegation or finding of CASL non-compliance; and
 - (iii) any allegation or finding that Exhibitor and/or its employees, subcontractors, agents, officers, directors, or representatives acted in a manner that infringes any intellectual property rights of any third party.
- b) The Platform used for the virtual show uses industry standard technology. Notwithstanding the foregoing, fluctuations and interruptions in the availability, performance, stability and reliability of the Platform may occur. CBSI cannot control these factors, nor the telecommunications networks, the Internet services and network elements provided by third parties. CBSI accepts no liability for the said aforementioned factors. Furthermore, CBSI accepts no responsibility for errors and defects in the hardware and software used for the virtual show and Platform, including third party hardware and software. CBSI reserves the right to suspend or discontinue the virtual show without further notice.
- c) This Agreement shall be governed by and construed in accordance with the substantive laws of Toronto, Ontario without regard to its rules regarding conflicts of laws or any other law or rule that would cause the laws of any jurisdiction other than Toronto, Ontario to be applied. Any disputes arising out of or related in any way to this Agreement, its performance or breach, including but not limited to actions seeking equitable relief, shall be brought exclusively in, and the parties to this Agreement hereby consent to submit to the personal jurisdiction of, the courts of the Province of Ontario located in the city of Toronto. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law. In any suit or action brought concerning this Agreement, its interpretation, performance or breach, including but not limited to any suit or action brought against Exhibitor by CBSI for the collection of fees or other sums due CBSI pursuant to this Agreement, the prevailing party's costs of such action, including reasonable legal fees, shall be paid by the other party. The terms of this provision shall survive the termination or expiration of this Agreement.
- d) Any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be awarded its reasonable legal fees, costs, expenses incurred.

6. ACTS OF GOD

- a) For reasons beyond CBSI's control, it may be required to change virtual show program content, speakers and/or event timings. CBSI is not liable for any damages resulting from such changes. Further, CBSI shall have no liability to Exhibitor whatsoever for any matter or thing resulting from acts of God, (including, without limitation, snowstorms, fire, flood, earthquakes, hurricanes and tornadoes) or other events beyond CBSI's control, (including, without limitation, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or infectious disease, including COVID-19). For greater certainty, no refunds shall be issued as a result of any of the foregoing events.

7. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- a) Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the virtual show or on the Platform of any music, written material, dramatic rights, inventions, devices, products, or intellectual property of any type that are the subject of any copyright, trademark, servicemark, trade name, patent, trade secret franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend and hold harmless CBSI and its directors, officers, employees and agents from any claims, damages, costs or expenses, including, without limitations, legal fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought by ASCAP, BMI, SESAC, or other licensing organization for playing copyrighted music.

8. RULES AND REGULATIONS

- a) CBSI shall have the power to adopt, amend, interpret, and enforce all virtual show terms and conditions with respect to the operation and conduct of the virtual show, including but not limited to those regarding the kind, nature, and eligibility of all exhibitors and exhibits at the virtual show and the marketing activities of Exhibitors with respect to the virtual show and Platform. Exhibitor shall comply with all show terms, and with all pertinent and applicable laws, codes and regulations, federal, provincial, municipal and local. Exhibitor's failure to comply with such laws, terms, rules and regulations shall entitle CBSI to terminate CBSI's obligations under this contract and remove Exhibitor from the virtual show and/or Platform. CBSI's decision on all such matters shall be final.
- b) Without limiting Section 8(a) hereto, the Exhibitor shall ensure it is in compliance with all applicable provisions of CASL at all times with regard to personal information, leads or other information received or generated through the Platform or virtual show, from CBSI or otherwise.
- c) Exhibitor's advertising and marketing of its participation in the virtual show in any medium, including but not limited to such activities on websites owned or controlled by Exhibitor and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse CBSI's trademarks (the "**CBSI Marks**") including Toronto International Boat Show, "TIBS" and other intellectual property. If, in the reasonable belief of CBSI, (i) Exhibitor's activities infringe any of the CBSI Marks, or (ii) Exhibitor's activities, including Exhibitor's using, without permission, of the CBSI Marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the source affiliation, connection, or association of CBSI with Exhibitor or its goods, services or other commercial activities, including but not limited to diverting away from CBSI's boat show websites and to Exhibitor's website web searches using the CBSI Marks, CBSI reserves the right to cancel Exhibitor's participation in the virtual show and access to the Platform. CBSI's decision on all such matters shall be final.
- d) No failure by CBSI to enforce, or any delay in the enforcement of, this Agreement or any right, power or remedy that CBSI may have under this Agreement shall impair any right, power or remedy that CBSI may have under this Agreement.