

2009 Exhibit Contract

August 25 & 26, 2009, Metro Toronto Convention Centre

**ALL EXHIBITOR INFORMATION WILL BE SENT TO
THE ADDRESS LISTED IN THE CONTACT INFORMATION**

Please type or use block letters

Contact Information

Company: _____

Address: _____

City: _____

Prov/State: _____

Country: _____

Postal/Zip: _____

Primary Contact (booth purchased by)

Name: _____

Title: _____

Telephone: _____

Fax: _____

E-mail: _____

Secondary Contact

(if the primary contact is different than the person who will be organizing your participation in IncentiveWorks)

Name: _____

Title: _____

E-mail: _____

Billing Address Same as above

Company: _____

Address: _____

City: _____

Prov/State: _____

Country: _____

Postal/Zip: _____

The Show Terms, Conditions and Regulations attached hereto form a part of the Exhibit Contract.

Exhibit Booth

\$2,225 CDN + 5% GST = \$2,336.25 CDN **INCLUDES:** 10' x 10' draped exhibit booth, carpet, 4' draped table and one chair.

of booths _____ **x \$2,336.25 CDN = Grand Total \$** _____

Payment

GST #R137813424RT001 Payable to: **IncentiveWorks Show** One Mount Pleasant Road, 12th Floor, Toronto, Ontario, Canada M4Y 2Y5

Visa MasterCard American Express Cheque

Amount: _____

Expiry Date: _____

Card Number: _____

Name of Cardholder: _____

Signature: _____

INSURANCE The Exhibitor is responsible for the placement and cost of insurance relating to its participation in the show. For more information please refer to the IncentiveWorks Show Terms, Conditions & Regulations.

CANCELLATION Exhibit space may be canceled provided written notice is received by Show Management prior to June 1, 2009, in which case 50% of the contract price will be refunded. If the Exhibitor cancels after such date, the Exhibitor will be responsible for the full contract price. In the event the Exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this Exhibit Contract, Show Management reserves the right to cancel this Exhibit Contract without notice and all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of contract and Show Management may thereupon rent said space. Failure to appear at the show does not release Exhibitor from responsibility for payment of the full cost of the space rented.

Owned & Produced by



Company: _____ Initial: _____

Please select your booth category:

There are two exhibitor categories at IncentiveWorks. Exhibitors must register for the show within the category they represent. Please see below for full category descriptions. This differentiation is to create an easy-to-navigate show for our buyer attendees.

MEETING/INCENTIVE TRAVEL

Domestic and international hotels and resorts, airlines, cruise lines, tourist boards, CVBs, convention/meeting facilities and all related supplier services such as audiovisual, ground transportation, catering, etc.

Booth Allocation: Meeting/Incentive Travel booths will be allocated by show management based on geography.

Any special requests for positioning must be included on this contract for consideration. Although not all can be accommodated, we take all special requests into consideration.

Geography/Category Request:

- Canada USA Europe/Middle East/Asia
 Caribbean Cruiseline

Special Requests for Positioning:

Meetings/Incentive Travel Payment Terms: Full payment is due January 15, 2009.

PREMIUMS & PROMOTIONS

Gift certificates, manufacturers and distributors of awards, camping equipment, cooler bags, customized chocolates, digital cameras, golf shirts, electronics, handmade boxes, hats, jewelry, leather goods, barbecues, sports bags, sculptures, watches, etc.

Booth Allocation: If you have not already selected your booth location with our sales team, you will be contacted shortly.

The undersigned intends to exhibit the following product(s) or service(s):

Note: Only products/services listed and approved by Show Management may be displayed. **This section must be completed.**

Premiums & Promotions Payment Terms: A 50% deposit is due January 15, 2009. The remaining balance is due June 1, 2009. For exhibit booths booked after June 1, 2009, full payment is due upon booking.

I wish to participate in the 50% deposit program. Prior to June 1, 2009 only.

PLEASE NOTE: IF UPON REVIEW OF YOUR CONTRACT IT IS DETERMINED THAT YOU HAVE SELECTED THE INCORRECT BOOTH CATEGORY, YOU WILL BE MOVED TO THE CORRECT SECTION OF THE SHOW FLOOR.

Company: _____ Initial: _____

IncentiveWorks Show Terms, Conditions & Regulations 2009

DEFINITIONS:

"Exhibit Contract" means the 2009 Exhibit Contract for the Show entered into between the Exhibitor and Show Management.
 "Exhibitor" means the company or individual who has entered into the 2009 Exhibit Contract.
 "Exhibit Booth" means the booth to be occupied by the Exhibitor.
 "Facility" means the Metro Toronto Convention Centre.
 "Show" means the 2009 IncentiveWorks show.
 "Show Management" means Rogers Publishing Limited/Meetings & Incentive Travel/Marketing.

No more than two Exhibitor representatives are permitted per 10' x 10' Exhibit Booth at any one time.

No solicitation or standing in the aisles.

The Exhibitor acknowledges and agrees that all attendee or related lists or directories received by Exhibitor from Show Management are for the sole use by Exhibitor in marketing the property, product or service exhibited at the Show. The sharing and/or selling of such lists or directories is strictly forbidden.

All representatives of the Exhibitor and those sharing their Exhibit Booth are bound by these terms, conditions and regulations. It is the Exhibitor's responsibility to communicate all rules and regulations to those they share an Exhibit Booth with.

The Exhibitor shall not assign any rights under this agreement or sublet the Exhibit Booth without the prior written permission of Show Management, which permission may be arbitrarily withheld. The company or individual name appearing on the Exhibitor's badge and signage must be the same as it appears on the Exhibit Contract for the Exhibit Booth or a representative thereof.

All of the Exhibitor's property at the Show shall be at the sole risk of the Exhibitor and Show Management assumes no responsibility for loss, theft or damage thereto.

The Exhibitor agrees to occupy the contracted Exhibit Booth during the full term of the Show and to exhibit only the products described in this Exhibit Contract.

Show Management reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit or alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel Exhibitors or their personnel if, in Show Management's sole opinion, their conduct or presentation is objectionable to other Show participants and (iii) relocate Exhibitors or exhibits when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the Show.

Show Management further reserves the right to cancel any Exhibit Contract and to withhold possession of the Exhibit Booth or expel the Exhibitor from the Show if the Exhibitor fails to comply with any of the Show rules and regulations; in which case the Exhibitor shall forfeit as liquidated damages and not as a penalty all payments made by Exhibitor pursuant to the Exhibit Contract, all without limiting Show Management's other rights and remedies at law as a result of such failure to comply. Show Management reserves the right to modify or add or delete terms, conditions and/or regulations as deemed necessary.

The Exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Show and the Exhibit Booth must remain intact until the close of the Show. The Exhibitor also agrees to move in and remove their exhibit and equipment according to the final move-in and move-out schedule; in the event of failure

to do so, the Exhibitor agrees to pay Show Management for any costs and expenses incurred by Show Management.

Show Management reserves the right to reproduce all photographs, images and likeness taken during the Show for future purposes.

Where the Exhibitor offers or provides raffles, donations, or other promotional measures that require guests to be present at a specified location or time, or any other unusual promotional plans, they must first be approved by Show Management before August 1st, 2009.

No Exhibitor shall plan any type of event, social or otherwise that conflicts with the hours of official Show related events: August 25 – 26, 2009 inclusive. Any Exhibitor or representative thereof scheduling a social function in conjunction with Show must have the event approved in advance by Show Management. The social function may NOT conflict with the times and/or venues used for any Show official event. The event start time must be scheduled a minimum of 30 minutes after the published conclusion time of any official Show event. For early morning events, it is mandatory that the event ends in time to allow attendees sufficient time to make their way to the Show official events.

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Show unless they have obtained all necessary rights and paid all royalties, fees or other payments.

Sound of any kind, must not be projected outside the Exhibit Booth.

The Show is for educational and informational purposes. No retail sales are permitted at the Show at any time, but orders may be taken for future delivery.

No person under the age of 16 years will be permitted on the Show floor at any time regardless of affiliation or circumstances. This rule applies to both Exhibitors and attendees.

COMPLIANCE

The Exhibitor will comply with the rules and regulations of any unionized or non-unionized contractor, which may be selected by Show Management to service the Exhibitors. Any dispute between the Exhibitor and any such contractor or union representative will be referred to Show Management for resolution.

The Exhibitor is responsible for compliance with all applicable laws, bylaws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health and environmental matters and shall ensure that all equipment, materials and goods used by the Exhibitor so comply.

LIABILITY

Show Management and participating sponsors are not liable for any injury, loss, burglary, additional expenses, delays or any other irregularities, including strikes, which may be caused by factors beyond their control.

The Exhibitor is liable for any damage they cause to the Facility or to any property of Show Management, participating sponsors, their agents or any other Exhibitor.

The Exhibitor accepts all risks associated with the use of the Exhibit Booth and environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the Show sponsors, Show contractors, or the Facility for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, employees, agents or their property. The Exhibitor agrees to indemnify and hold harmless Show Management, Show sponsors and the Facility, their respective officers, directors, agents, affiliates and employees, against all claims, costs and charges of every kind resulting from their occupancy of the Exhibit Booth or its environs,

for personal injuries, death, property damage or any other damage sustained by the Exhibitor or its officers, directors, agents, employees or those for whom in law they are responsible, or Show Management or a visitor to the show.

In the event that the Facility is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Show Management and sponsors, or if for any reason Show Management is unable to permit the Exhibitor to occupy the Facility or the Exhibit Booth, or if the Show is cancelled or curtailed, Show Management and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, war or other Acts of God, acts of public enemies, riots or civil disturbance, strike, lockout or boycott.

INSURANCE

The Exhibitor is responsible for the placement and cost of insurance relating to its participation in the Show. The Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to Show Management. The policy of insurance shall name Rogers Communications Inc. and its affiliates as additional insureds and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The Exhibitor shall carry liability insurance of \$2 million. The Exhibitor agrees to furnish immediately to Show Management upon execution of the Exhibit Contract certificates of insurance pertaining to all policies of insurance carried by the Exhibitor together with satisfactory evidence from the insurer of the continuation of such policies. If the Exhibitor fails to comply with any of the foregoing, in addition to any other rights or remedies available to Show Management in law or under these rules and regulations, Show Management shall have the right to take possession of the Exhibit Booth and the Exhibitor will be held liable for the full contract price for the said Exhibit Booth.

SHIPPING

Goods must not be shipped collect as these will not be accepted by Show Management. Show Management assumes no responsibility for loss or damage to goods before, during the period of the Show, or after its closing.

FOOD & BEVERAGE AND OTHER UNIQUE ITEMS

Food, beverages and unique items to be given away must be approved by Show Management and arrangements must be made directly with the Facility.

EXHIBIT BOOTH REGULATIONS

No signs, or other articles are to be fastened to the wall brackets or other electrical fixtures. The use of thumb tacks, scotch tape, nails, screws, bolts, crowbars, hand spikes, or any tool or material, which could damage the floor, or walls, is strictly prohibited. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Facility, the Exhibit Booth or to the property of Show Management, its agents or any other Exhibitor.

No Exhibit Booth may block the sightlines of another Exhibitor's booth. Specific guidelines will be provided in the Exhibitor Kit to assist with booth design and construction to ensure compliance.

No exhibit may extend into the aisles.

All display material including banners must be flame-proof and are subject to inspection by the Toronto Fire Department. No flammable fluids or substances may be used or shown in the Facility and/or the Exhibit Booth.

FOR FURTHER INFORMATION

Tel: (416) 764-1639 Fax: (416) 764-1419 E-mail: robin.paisley@mtg.rogers.com Web: www.meetingscanada.com/incentiveworks

I/We hereby apply for exhibit space in the IncentiveWorks Show, August 25 & 26, 2009. (two day trade show)

I/we agree to abide by the show terms, conditions and regulations.

This contract is executed this _____ day of _____.

Executed by: _____ Company: _____

Signature: _____

FAX ALL THREE PAGES TO: (416) 764-1419