



## 2016 AROUND THE BAY HEALTH AND FITNESS EXPO

EXPO DIRECTOR: Rhonda Cohen-Gagnon

Phone : (289) 439-2487

Email: rcohengagnon58@live.ca

### EXPO BOOTHS: Fri/Sat April 1 - 2, 2016 (No Race Day Expo)

#### • Convenient Location

The Around the Bay Health and Fitness Expo will be located around the concourse level of FIRST ONTARIO CENTRE located at 101 York Blvd. (corner of Bay St. N. at York Blvd.) Hamilton.

#### • Fantastic Attendance

Over 15,000 participants and supporters visited the 2015 expo with 65 plus vendors.

#### EXPO HOURS

##### Load In:

Thursday March 31, 1:00 pm - 7:00 pm

Friday April 1, 7:00 am - 11:30 am

##### Expo:

Friday April 1, 1:00 pm - 7:00 pm

Saturday April 2, 10:00 am - 5:00 pm

##### Load Out:

Saturday April 2, 7:00 pm - 9:00 pm

#### BOOTH PRICE

1- Booth 10 x 8 ft. \$625.00 + HST

Additional Booths \$575.00 +HST

Booth(s) confirmed upon receiving payment. Last year booths sold out by December.

Booth rental prices go up \$100.00 after January 6th 2016 and only full payment will secure chosen booths.

#### BOOTH SPACE:

Included in the Expo Package are one skirted table and two chairs.

#### RESERVE YOUR SPACE

Booths are limited, please reserve your space as soon as possible. Full payment is required to confirm your booth

**STEP 1:** Read Expo Package

**STEP 2:** Booth reservation and payment must be made ON LINE - no booths will be held unless payment is made.

Register On Line Now at

[http://aroundthebayroadrace.com/expo\\_app.htm](http://aroundthebayroadrace.com/expo_app.htm)

For more info contact:

Rhonda Cohen-Gagnon

EMAIL: rcohengagnon58@live.ca

# AROUND THE BAY HEALTH AND FITNESS EXPO

April 1 - 2, 2016

## **RULES AND REGULATIONS**

1. All exhibitors must check in with the EXPO MANAGER (Rhonda Gagnon) or the LOADING DOCK MANAGER prior to unloading or setting up.

Note: All booth personnel will be required to wear badges for access to the EXPO during set-up and breakdown hours.

2. Access for unloading exhibits is via the elevator (Street Level) (accessible from Bay St. N. - south end of First Ontario Centre).

3. All exhibitors must move in at their assigned times. If the assigned time is missed, the exhibitor must contact the LOADING DOCK MANAGER who will determine an alternate time. Exhibitor will have to wait till a time slot opens up.

4. All exhibitors must quickly and efficiently unload and transport their product etc. to their booth space. DO NOT set up your booth space until the loading dock area is clear of your product.

5. All exhibitors must leave their keys to any vehicles at the loading dock area. All vehicles must be removed immediately from the loading dock area when unloaded or requested by the LOADING DOCK MANAGER.

6. Please bring enough help and manpower to unload in your assigned time frame at the loading dock area.

7. Please bring the appropriate dolly's, moving equipment etc. to move your product to your booth. First Ontario Centre has a limited number of dolly's which can be rented for \$50.00 (if available).

8. Product and promotional materials must be within the perimeter of your booth space. Please do not block the aisles in any way. Exhibitor personnel may not distribute materials/product outside their booth space.

9. Decorations, signs banners etc. ... may NOT be taped, nailed, tacked, stapled or otherwise to ceiling, walls, painted surfaces, or columns.

10. No holes may be drilled, cored or punched into the building.

11. No adhesive backed (stick on) decals or similar items may be distributed or used in the building.

12. No stacking tables, no helium balloons, no microphones or public address systems may be used in the booth.

13. Conform to all Hamilton Fire Department rules and regulations. Do not place or operate any equipment on the premises. No open flames are authorized in and around the building. Do not use any flammable chemicals. Do not paint anything while in the building. No smoking allowed in First Ontario Centre.

14. Do not install your own electrical wiring.

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## **BOOTH FEES UNTIL midnight January 6, 2016**

- |                          |                |
|--------------------------|----------------|
| • (1) 10 ft x 8 ft Booth | \$625.00 +HST  |
| • each additional Booth  | \$575.00 + HST |

## **BOOTH FEES from January 7, 2016**

- |  |                    |
|--|--------------------|
| • (1) 10 ft x 8 ft Booth                     | \$725.00 + HST     |
| • each additional Booth                      | \$675.00 + HST     |
| • Electricity (see attached electrical form) | Payment to Stronco |

# Register On Line Now at

[http://aroundthebayroadrace.com/expo\\_app.htm](http://aroundthebayroadrace.com/expo_app.htm)

# AROUND THE BAY HEALTH AND FITNESS EXPO

April 1 - 2, 2016

## BOOTH AGREEMENT

1. PREMISES OF AGREEMENT. The Around the Bay Health and Fitness Expo 2015 is presently scheduled to be held at First Ontario Centre, Hamilton Ontario on April 1 and 2, 2015. Exhibitor desires to reserve and occupy booth space(s) as assigned by the Hamilton Around the Bay Race Inc. (Exhibitors Space) in connection with the EXPO and to enter into this Agreement to effect its reservation of space.

2. OBLIGATIONS OF EXHIBITOR. Exhibitor agrees to comply with and perform each and all of the following obligations, in addition to those set forth elsewhere in this Agreement.

a) To occupy Exhibitor's Space assigned by Hamilton Around the Bay Race Inc. during and throughout the EXPO pursuant to the terms of this Agreement.

b) To exhibit only the products listed in the booth description.

c) To make payment in the following amounts to the Hamilton Around the Bay Race Inc. upon Exhibitor's execution of this agreement:

. One - 10 x 8 booth \$625.00 + HST or \$725.00 + HST after January 6th, 2016

. additional booths \$575.00 + HST or \$675.00 + HST after January 6th, 2016

1. Full Price Terms: Full booth price due with contract to hold booth space.

2. Reservations will be confirmed, once ONLINE Registration and full Payment is received.

3. Booth payments are non-refundable.

4. All booth space is based on availability, and is assigned on receipt of online registration and payment for amount due in full.

5. Exhibitor space is limited. Booths are assigned on a first-come, first served basis.

d. To maintain and staff its exhibit continuously throughout the official hours of the EXPO which are as follows: 1:00 pm - 7:00 pm Friday April 1, 2016; 10:00 am to 5:00 pm Saturday April 2, 2016.

e. To read, understand and comply with the General Information sheet and Exhibitor Services, a copy of which is attached hereto and explicitly incorporated herein as additional terms of this Agreement.

3. OBLIGATIONS OF Hamilton Around the Bay Race Inc.

a. Upon receipt from Exhibitor of online registration of this Agreement and payment in full of the amount determined in accordance with paragraph 2(c) above, and unless Hamilton Around the Bay Race Inc. for any reason elects not to accept Exhibitor's payment, Hamilton Around the Bay Race Inc. shall promptly assign booth space to Exhibitor and tentatively reserve that space for Exhibitor.

b. As a general matter Hamilton Around the Bay Race Inc. shall assign booth space in order of payments received. In making such assignment, Hamilton Around the Bay Race Inc. may consider the amount and location of space available, any requests made by the Exhibitor regarding its space, and such other matters as Hamilton Around the Bay Race Inc. believes may be important in making such assignment.

c. Hamilton Around the Bay Race Inc. may at its discretion, and reserves the right to, reassign or reallocate space at any time if for any reason it deems such reassignment or reallocation necessary, appropriate or useful.

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d. Hamilton Around the Bay Race Inc. will endeavor to provide reasonable security at First Ontario Centre from 7:00 pm on April 1, 2016, through 5:00 pm on April 2, 2016, During such hours as the Expo is not officially open for installation or de-installation of exhibits, the doors to First Ontario Centre shall generally be locked and no personnel will be permitted to enter the Expo.

4. OBLIGATIONS OF EXHIBITOR TO MAINTAIN INSURANCE COVERAGE. Exhibitor is responsible to obtain and maintain appropriate and sufficient insurance, with minimum of \$1,000,000.00 to cover any or all claims, damages, or losses of any kind incurred by Exhibitor or its employees, agents, representatives, guests or any other person or entity. Such insurance shall cover without limitation in all claims, damages, injuries or losses of or regarding personal property or personal injury regardless of the cause thereof. Upon request Hamilton Around the Bay Race Inc., Exhibitor will provide Hamilton Around the Bay Race Inc. with certificates of insurance evidencing coverage and amounts. Exhibitor understands and acknowledges that neither Hamilton Around the Bay Race Inc. nor First Ontario Centre , nor any other person, maintains any insurance covering Exhibitor with regard to any of the foregoing damages or any other similar or dissimilar casualty.

## 5. CANCELLATION AND TERMINATION

a. This Agreement may be cancelled at any time by Exhibitor by providing unequivocal written notice of cancellation to Hamilton Around the Bay Race Inc. ("Notice of Cancellation"). In the event that Notice of Cancellation is delivered to and received by Hamilton Around the Bay Race Inc. before January 1st, 2016, Exhibitor shall be liable for fifty percent (50%) of the booth fee for the cancelled space and any amount in excess thereof previously paid Hamilton Around the Bay Race Inc. by Exhibitor for the cancelled space shall be refunded to Exhibitor within thirty (30) days. No refund shall be made for any cancellation by Exhibitor after Jan. 2, 2016.

b. In the event of cancellation by Exhibitor for any reason, Hamilton Around the Bay Race Inc. may at its discretion reassign or otherwise lease or utilize Exhibitor's cancelled space.

c. In the event that (1) the EXPO is cancelled (2) it would be impossible, impractical, dangerous or not in the best interest of the EXPO for Hamilton Around the Bay Race Inc. to provide Exhibitor's Space to Exhibitor or (3) Hamilton Around the Bay Race Inc. is otherwise unable or unwilling to provide any of Exhibitor's Space to Exhibitor under this Agreement for any reason, then prior to December 31, 2015, Hamilton Around the Bay Race Inc. will refund that portion of the Exhibitor's deposit applicable to the space not provided. If and to the extent such space is provided in part, or only for portion of the EXPO, Hamilton Around the Bay Race Inc. pro-rate the charges to Exhibitor and return any overpayment. Hamilton Around the Bay Race Inc. shall have no liability for any consequential or other damages of any kind that may be claimed, suffered or incurred as a result of its failure to provide space to Exhibitor or for any other reason.

d. Notwithstanding any provision of this Agreement to the contrary, and without waiver of any other claim or remedy available to Hamilton Around the Bay Race Inc. under this Agreement or otherwise, Hamilton Around the Bay Race Inc. may declare this Agreement terminated, cancel Exhibitor's Space and in its discretion proceed to lease Exhibitor's Space to a third party if, at any time in this Agreement Exhibitor breaches any condition of this Agreement or

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the attached Rules and Regulations. Such termination and cancellation for breach shall be without liability to Hamilton Around the Bay Race Inc.

6. INDEMNITY Exhibitor assumes full responsibility for and hereby agrees to protect, indemnify, defend and hold Hamilton Around the Bay Race Inc., First Ontario Centre and the City of Hamilton and all employees, agents, representatives, principals, sponsors and guests of the Hamilton Around the Bay Race Inc. and First Ontario Centre harmless against any and all claims, causes of action, losses, judgments and damages to person or property, governmental charges or fines arising out of or caused by or resulting from, in whole or in part, Exhibitor's installation, removal, maintenance, occupancy or use of Exhibitor's Space or the Exhibit Hall, or any portion thereof, or any other act or failure to act on the part of exhibitor or any of its employees, representatives, agents, independent contractors, guests or any other person acting or purporting to act on behalf of or for the benefit of Exhibitor.

This indemnity shall extend to and include all costs and legal fees incurred in defending against or responding to any such claim. This indemnity shall not extend to any liability that is finally and conclusively determined to result solely from the negligence or willful misconduct of Hamilton Around the Bay Race Inc. or its employees.

**7. LIMITED LIABILITY. Notwithstanding any other provision of this Agreement, Hamilton Around the Bay Race Inc. and its employees, agents and representatives shall have no liability to Exhibitor or anyone else for any consequential damages of any kind, character or amount, regardless of the factual or legal basis upon which the existence of such liability is asserted. Exhibitor explicitly releases any such claim to recover consequential damages, and agrees that this Agreement shall provide a complete defense to any claim for the recovery of such consequential damages, regardless of whether such claim is based upon an alleged breach of this Agreement or some other act, failure to act, or breach of duty independent of this Agreement.**

8. NO SUBSTITUTION OF SPACE. Exhibitors may not assign, sublet, or apportion the whole or any part of Exhibitor's Space and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and permitted in this Agreement.

