Advertising Specialty Institute® of Canada, ULC

2017 EXHIBITOR AGREEMENT ASI CANADA SEMINARS

1. Company Information

Company				asi/
Street Address				
City			State/Province	_Zip/Postal Code
Phone	_ Fax	Email		
Contact		Title		

2. 2017 ASI Canada Seminar Dates:

THE 2017 ASI CANADA SEMINAR SCHEDULE					
DAY 1	EAST	APRIL 4, 2017	BURLINGTON		
DAY 2	EAST	APRIL 5, 2017	VAUGHAN		
DAY 3	WEST	APRIL 18, 2017	VANCOUVER		
DAY 4	WEST	APRIL 19, 2017	CALGARY		
DAY 5	WEST	APRIL 20, 2017	EDMONTON		
DAY 6	WEST	APRIL 21, 2017	WINNIPEG		

Locations and dates are subject to change.

3. Payment

CAD \$6,299 for all 6 days

Exhibitor fee includes continental breakfast, buffet lunch and an attendee list. (Attendee lists are a member only benefit.) The contact information may be used only by exhibiting company and cannot be transferred to another person or entity. Any misuse of this information will result in a \$1,500 fine. (Email addresses not included.) Prices and dates are subject to change.

- □ All Six Days \$6,299
- **West Only \$4,620**
- **East Only \$2,310**

Payment Method

A minimum deposit of 50% (plus applicable taxes) is due with registration. The balance is due 10 days prior to the seminar. By using a credit card, I authorize ASI Canada to charge the balance when due on my credit card for ASI Canada Seminars.

□ Please use the credit card that ASI Canada has on file.

 \Box Please contact me about using a credit card.

50% Deposit Due \$ _____

This credit card will be used automatically for future balances.

Balance Due \$ _____

4. Company Authorization — Please Sign Below

I have read and understand the ASI Canada Seminar Terms and Conditions in its entirety. My signature below indicates my acceptance of the entire agreement.

Name _

Signature

___ asi/___

Date

-Applications returned unsigned will result in a delay in processing.

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5. Join us at our other 2017 events!

Check off the events that you would like to learn more about and your Account Manager will be in touch.

2017 ASI Show

Orlando Dallas
 Jan 18-20, 2017
 Dellas
 Feb 1-3, 2017

2017 fASIlitate

- Denver, CO March 13-16, 2017
- Seattle, WA
 May 1-4, 2017
- Chicago, IL June 19-22, 2017

Chicago July 11-13, 2017

- Hollywood, FL July 31-August 3, 2017
- Washington, D.C.
 August 21-24, 2017

2017 ASI Roadshow

- Pacific Week February 6-10, 2017
- Northeast Week
 February 20-23, 2017
- Mid-Atlantic Week February 27-March 2, 2017
- Southern California Week March 13-15, 2017
- Central Midwest Week
 April 3-6, 2017
- Great Lakes Week April 24-26, 2017

Midwest East Week May 1-4, 2017

- Great West Week June 12-15, 2017
- □ Southeast Week September 11-14, 2017



The ASI Canada Exhibitor Agreement Terms and Conditions

This contract is a firm commitment to participate with non-refundable payments. This application for participating becomes an official Agreement when signed by my Company. The use of "My", "You", "Your" or "We" means you or your Company for which you are signing this Agreement.

Seminar hours: Seminar hours are 9 a.m. to 1 p.m.

Participant Rules: Participant's time may not be re-sold, transferred or assigned. Only the company completing the front of this form may participate and demonstrate the products it sells to distributors during your participation. You may only demonstrate your products and services. You agree that ASI Canada in its sole discretion will assign Your time. You agree that ASI Canada in its sole discretion may change your assigned time at any time.

Solicitation of employees/consultants/contractors during the seminar hours is prohibited. Your participation must be for the sole purpose of promoting Your supplier business.

Insurance: You are completely and soley responsible for Your participation, the materials that You ship to and from the seminar, and the material whether shipped by ASI Canada or a third-party. Consequently, You should have appropriate insurance.

ASI Canada reserves the right to reject, eject, or prohibit any participant in whole or part, with or without giving cause. ASI Canada liability for rejection without giving cause shall be limited to a refund to You of the amount of fees unearned at the time of ejection. However, if You are ejected for violation of these rules or any other stated reason (with cause), no return of fees will be made.

Participation Fees: ASI Canada requires a deposit of \$2,500 (plus applicable taxes) for each seminar season. Agreements without payment will not be processed, without exception. Methods of payment include Visa, cheque, MasterCard or American Express. There are no refunds for cancellations for the ASI Canada Seminars. All cancellations must be made in writing to ASI Canada management.

Cancellation of Participation: Deposits are non-refundable, non-creditable and non-transferable. Any participant who has reserved a time and does not attend the seminar without notifying ASI Canada management in writing a minimum of 30 days before the seminar will be charged the full, non-discounted fee for participation time. Participants who notify seminar management in writing of participation cancellation 30 days prior to seminar week will receive full credit less deposit. All amounts forfeited are considered to be liquidated and agreed upon damages for injuries that ASI Canada will suffer as a result of Your 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 time reserved from the availability at a time when other parties would be interested in applying for it will cause ASI Canada to sustain damages. In this situation, ASI Canada damages will be substantial, but they will not be capable or determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages. The date of cancellation shall be the date ASI Canada receives the written notice. Regardless of when Your cancellation is received, You remain responsible for the full contract amount.

Listings and Promotional Materials: By participating at the seminar, You grant to ASI Canada or its affiliates a fully paid, perpetual non-exclusive license to use, display and reproduce Your name, trade names and product names in any directory (print, electronic or other media) listing Your Company at the seminar and to use such name in ASI Canada or its affiliates promotional materials. ASI Canada shall not be liable for any errors in any listing or descrip-tions, or for omitting You from the seminar program or other lists or materials. Companies not current with payment to ASI Canada or one of its affiliates will not be included in the seminar program.

Assumption of Risks; Releases: You expressly assume all risks associated with, resulting from or arising in connection with Your participation at the seminar, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of partici-pant, whether caused by negligence, intentional act, accident, act of God or otherwise. You have sole responsibility for Your property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), You waive any subrogation claims by Your insurer. Neither ASI Canada or the seminar facility shall be liable for, and You hereby release all of them from and covenant not to sue any of them with respect to any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification: You shall indemnify, defend (with legal counsel satisfactory to ASI Canada), and hold ASI Canada, its affiliates, and the exhibit facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from, or arise out of or in connection with: (a) Your participation or presence at the seminar,(b) any breach by You of any agreements, covenants, promises or other obligations un-der this contract: (c) any matter for which You are otherwise responsible under the terms of this contract: (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 Your actions; (f) harm or injury (including death) to You; and (g) loss of or damage to Your property, Your business, or Your profits, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

Cancellation by ASI Canada: If You fail to make a payment required by this contract in a timely manner, ASI Canada may terminate this contract (and Your participation in the seminar) without further notice and without obligation to refund monies previously paid. ASI Canada reserves the right to refuse You permission

to participate if You are in arrears of a payment due to ASI Canada or one of its affiliates. ASI Canada is expressly authorized (but has no obligation) to occupy or dispose of any time vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing You from any liability hereunder. ASI Canada may also terminate this contract, effective upon written notice of termination, if You breach any of Your obligations under this contract, without any obligation on the part of ASI Canada to refund any payments previously made and without releasing You from any liability arising as a result of, or in connection with such breach.

Cancellation of the Seminar: If ASI Canada cancels the ASI Canada seminar due to circumstances beyond its reasonable control (for example: acts of God, acts of war, act of terrorism, earthquake, government emergency, or government actions, labor actions or unavailability of the Seminar Facility), ASI Canada shall refund to each participant its payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of ASI Canada to participant. ASI Canada reserves the right to cancel, re-name or relocate seminar or change the dates of the ASI Canada seminar was originally scheduled to be held. If ASI Canada should take such action, no refund will be due to the participant, but ASI Canada shall assign to the participant, in lieu of the original seminar, such other seminar as ASI Canada chanda reserves the agrees to use such time under the terms of this contract. If ASI Canada shall assign to the participant which it considers objectionable or inappropriate, no refund will be due to the participant which it considers objectionable or inappropriate, no refund will be due to the participant and the participant which it considers objectionable or inappropriate, no refund will be due to the participant. If ASI Canada seminar other than for such a reason previously described in this paragraph, ASI Canada shall refund to each participant its entire payment previously paid, in full satisfaction of all liabilities of ASI Canada to participant.

Copyrighted Materials: You shall not play or permit the playing or performance of, or distribution of any copyrighted material at the seminar, unless you have obtained all necessary rights and paid all required royalties, fees or other payments.

Observance of Laws: You shall abide by and observe all federal, provincial and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the seminar facility (including any union labor work rules).

Taxes and Licenses: You shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial or local law applicable to its activities at the ASI Canada seminar. You shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the ASI Canada seminar.

Insurance: You shall, at Your own expense, secure and maintain through the term of this contract, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Automobile Liability Insurance.

Additional Terms and Conditions: ASI Canada has sole control over atten-dance policies. Except as provided to the contrary in this contract, all monies paid by You shall be deemed fully earned and non-refundable at the time of payment. You shall conduct yourself at all times in accordance with normal standards of decorum and good taste. In addition to its right to withdraw acceptance of the contract, ASI Canada, in its sole judgment, may refuse to consider You for participation in future ASI Canada seminars or activities if You violate or fail to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of ASI Canada. You may not assign this contract or any right hereunder, nor may You sublet or license all or any portion of your participation. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents You submit to ASI Canada. No presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement, You shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

Incorporation of Rules and Regulations: Any and all matters pertaining to the ASI Canada Seminar and not specifically covered by the terms and conditions of this contract shall be subject to determination by ASI Canada in its sole discretion. ASI Canada may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to You. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference.

Assumption of Risk: Disclaimer of Liability: ALL PRODUCTS AND SERVICES ARE PROVIDED "AS-IS." ASI CANADA DISCLAIMS ANY AND ALL WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ASI CANADA MAKES NO REPRESENTA-TION OR WARRANTIES, EXPRESS OR IMPLIED CONCERNING THE NUMBER OF PEOPLE OR PARTICIPANTS WHO WILL ATTEND A SEMINAR OR ANY OTHER ACTIVITIES OR FUNCTIONS OR ANY OTHER MATTERS. IN NO EVENT SHALL ASI CANADA BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF ASI CANADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM LIABILITY OF ASI CANADA EXCEED THE FEES PAID.

Jurisdiction and Venue: This Agreement shall be governed in accordance with the laws of Canada without giving effect to any choice or conflicts of law. The parties agree to submit to the exclusive personal jurisdiction and venue in Toronto, Canada for disputes relating to, or concerning this Agreement.