



In exchange for the Manufacturing & Export Enhancement Cluster (“MEE Cluster”) providing your company (the “Exhibitor”) a display space at the 2023 Smart Manufacturing Technology Exposition (SmartMTX), scheduled to take place on April 4<sup>th</sup> and 5<sup>th</sup>, 2023 (the “Show”) the parties agree as follows to this Agreement:

The Exhibitor agrees to abide by all regulations and rules adopted by MEE Cluster and contained within this Agreement in the best interests of the Show and agrees that MEE Cluster shall have the final decision in adopting any rules or regulations deemed necessary prior to, during and after the Show.

- ❖ MEE Cluster Management reserves the right to place all Exhibitors in the show (exhibit space, size and/or location is subject to change). Upon receipt of invoice, payments are due by January 31, 2023, with payment terms as follows:
  - ◆ All invoices that are past due by 30 days or more from the invoice due date (January 31, 2023) the additional late payment fee will be 5% of the original invoice.
  - ◆ An account under \$10,000 – full payment is required by January 31, 2023 and must be paid by credit card, E-Transfer or cheque.
  - ◆ An account over \$10,000 – 50% partial payment is required by January 31, 2023 with the remaining balance due March 31, 2023 by credit card, cheque or E-Transfer (PLEASE NOTE: E-Transfer can only be utilized by Exhibitors that hold a Canadian Bank Account).
    - NSF Cheques/E-Transfers, and declined credit cards will be seen as non-payment and it is the responsibility of the Exhibitor to provide payment by the original due date.
    - Exhibitors utilizing E-Transfer as a form of payment, can only do so if they hold a Canadian Bank Account. Once the exhibitor has indicated that they would like to use the E-Transfer method as their form of payment, the exhibitor can initiate the payment from their bank account and send the transfer to [lesli.rentz@meecluster.ca](mailto:lesli.rentz@meecluster.ca)
- ❖ MEE Cluster reserves the right at its sole discretion to change the location and date or dates upon which the event is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, MEE Cluster shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, epidemic, pandemic, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of the MEE Cluster.
- ❖ The Exhibitor acknowledges that the COVID-19 pandemic is resulting in continued changes to health and safety requirements and commits that it shall abide by all health and safety requirements, whether imposed by the Province of Alberta, Westerner Park, or MEE Cluster, and whether imposed with or without notice, and any breach of such guidelines and requirements shall be deemed a

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breach of this Agreement entitling MEE Cluster to, in its sole discretion, terminate or suspend the Exhibitor's right to participate in this Agreement, without refund of fees.

- ❖ The Exhibitor application and this Agreement are not transferrable. Subletting of a booth or equipment space by the Exhibitor is strictly prohibited. The exhibit location is to be used exclusively for the purpose shown on this Agreement. Exhibitors caught breaching this line item will immediately be removed from the show and will not be allowed to exhibit in the future. (No Exceptions)

### CANCELLATION OF SPACE:

All cancellations of exhibit space must be done in writing, via email to [lesli.rentz@meecluster.ca](mailto:lesli.rentz@meecluster.ca) and the following refund policies will apply:

- ❖ Exhibitors cancelling before March 1st will be charged 50% of the total space rental amount.
- ❖ Exhibitors cancelling after March 1st will forfeit all space payments and/or deposits and will be moved to the wait list category for the next year's show. (Show Management reserves the right to ensure that cancelled spaces are filled with exhibitors and booth space does not remain empty during the show).

### Unforeseen Cancellation:

In the event that the show is cancelled due to public health orders or restrictions, or for any other reason outside of the control of MEE Cluster including acts of God, wars, epidemics, pandemics, hostilities, blockades, earthquakes, civil disturbances, strike or lockouts, revolutions, terrorist attack or government rules or restrictions after payment has been made. The following Cancellation policy would then apply:

- ❖ Exhibitors will have the option of carrying forward their entire deposit to their exhibits to the next following show year, and retain your current location in the show, subject to space availability and show regulations.
- ❖ Those exhibitors that want to guarantee participation in the event, and ensure that they have space in the show, will leave a minimum of 50% of the exhibit fee on deposit.
- ❖ Full Refund – for those that need a full refund we will offer that upon written request.

### PRIVACY INFORMATION:

- ❖ Corporate company names, contact information and booth locations can be published on the event website and in a handout provided at the show. Exhibitors are responsible for updating all their information including logo, exhibitor categories and contact information, etc., each show year.
- ❖ Privacy Laws will apply to Exhibitor information.

### RULES AND REGULATIONS:

#### Fire Regulations:

MEE Cluster Management works closely with Red Deer EMS personnel to receive floor plan exhibitor placement approval. That means that your space outline or allocation must be adhered to without deviation. Each year we are physically inspected by Red Deer EMS personnel to determine that there are no infractions such as exit blockage. Your cooperation in this matter is appreciated.

Fire regulations prohibit the use of any kind of bales or other potential fire hazards within the buildings. Roofed buildings are also prohibited inside the pavilions as they block the sprinkler system from operating efficiently should an emergency occur. If you are concerned about anything you are planning to display, please contact show management.

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Two storey displays must submit a complete set of engineered drawings to the Red Deer Emergency Services team for approval. A stamped copy will be retained on file by the Show Manager and the display is subject to inspection by the Red Deer Emergency Services team prior to show opening.

### Move In Times:

If you require large door access and miss your move-in time you will be scheduled into the rotation with no guarantee of timing. Upon arrival to the building at your scheduled move in time, please check in with the Show Manager and they will ensure you get your equipment in as soon as possible. All equipment must be cleared of snow before entering the building including boxes and accessories.

Exhibitors using a motor vehicle to assist with brief unloading and loading during set-up and tear-down of exhibits is permitted for short periods of time during your scheduled move-in time/move-out. Vehicles are not permitted to be left un-attended or left idling.

### Insurance (MANDATORY):

All exhibitors are responsible for carrying their own insurance (general and third party liability) related to their participation at the show and must be emailed to [lesli.rentz@meecluster.ca](mailto:lesli.rentz@meecluster.ca) no later than March 1, 2023. Exhibitors shall obtain and maintain in force for the period beginning with the move-in date and ending after the move-out of equipment/belongings from the Westerner Park Grounds.

### INSURANCE CERTIFICATE REQUIREMENTS:

Insured Third Party Listed & Address: Central Alberta: Access Prosperity, Box 5005, 100 College Boulevard, Red Deer, AB, T4N 5H5,

Insurance Liability: \$2,000,000 minimum,

Duration/Dates: Exhibitor shall obtain and maintain in force for the period beginning with the move-in date and ending after the move-out of equipment/belongings from the Westerner Park Grounds.

Failure to provide insurance as per above, may result in forfeiture of the Exhibitor's display space. (NO EXCEPTIONS)

### Facility Damages:

Exhibitors causing damage to Westerner Park facilities as a result of move-in/move-out or show activities will be held responsible and accountable for any repair or refurbishing costs incurred.

### Exhibitor Property:

The Exhibitor's property shall be placed on display and exhibited at his/her own risk and MEE Cluster shall assume no responsibility for loss or damage hereto, before, during or after the Show. The Exhibitor shall assume all responsibility for loss or damage to their property that may be due to fire, theft, flood, lightning, earthquake, explosion, or any other cause. The Exhibitor agrees that all property, including animals/livestock, which the Exhibitor has on the premises referred to in this contract is the responsibility of the Exhibitor and is in its care, custody and/or control.

### Lotteries and Draws:

Exhibitors shall not operate draws or lotteries without expressed written permission of Show Management, please email [lesli.rentz@meecluster.ca](mailto:lesli.rentz@meecluster.ca). Show Management reserves the right to ban objectionable premiums and novelties and to prevent the sale or distribution of any articles or products which it believes might endanger the health and safety of those attending the show.

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### Demonstrators:

Aisles must not be obstructed at any time. Demonstrations must be conducted within the aisle line of the exhibit space. If several spectators are expected to congregate at one time, space must be left within each exhibit area in which an audience may gather. Should spectators interfere with normal traffic flow in the aisle or overflow into the aisle, show management reserves the right to request that such presentations be limited or discontinued. This will be strictly enforced, no exceptions.

### Displays:

All Exhibitor booths are expected to be set-up in full by 9:00 am Tuesday, April 4<sup>th</sup>. An exhibitor representative must be present at all times in the booth throughout the duration of the show (Tuesday, April 4 – Wednesday, April 5<sup>th</sup>, 9:00 am to 5:00 pm).

Advertising must be kept within exhibitor booths, (i.e. posting of advertising on pillars, walls, any Westerner Park locations outside of your booth location is prohibited).

Only representatives of exhibitors with a paid booth space are permitted to conduct business at MEE Cluster. If a third party company is found conducting business without a paid booth, they will be asked to leave the premises.

All draped booth space displays must not reduce visibility into a neighboring booth. The MEE Cluster reserves the right to move such displays that reduce visibility.

### Sound Levels:

The noise level of any demonstrations or sound systems or equipment must be kept to a minimum in order not to interfere with others. Show Management reserves the right to determine the sound level at which the noise interferes with others and may require the exhibitor to discontinue.

### Food and Beverage:

Exhibitors are not permitted to serve any food or beverages in their exhibit area unless expressly permitted in writing by the host venue, Westerner Park and Show Management.

### Selling Outside the Booth Space:

We encourage all exhibitors to sell directly in their booth space. Promotions outside of your allocated exhibit space that are NOT authorized by Event Management will be immediately shut down in order to avoid non-exhibitors from selling/promoting at the show. This is to protect the investment you have made in this show and we value your business. If you see anyone promoting outside of their booth space, please let Event Management know immediately.

### Booth Sharing:

Sharing of exhibit spaces is prohibited unless explicit permission has been granted in writing by MEE Cluster Management. Companies may have distributors/3<sup>rd</sup> party representatives assist with staffing their exhibits.

### Exhibitor Functions:

Show Management requires that exhibitors limit social functions and off-floor seminars to times not in conflict with any MEE Cluster functions as listed in the show guide. In addition, exhibitors agree to not remove attendees from the show floor during regular show hours.

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### Early Dismantle:

We will be shutting down the Show at 5:00 pm on Wednesday, April 5<sup>th</sup>. Any exhibitor that is witnessed dismantling their display earlier than 5:00 pm without the prior written consent of Show Management may be prevented from exhibiting in subsequent years.

### Move Out/Removal of Equipment:

All equipment must be cleared out of the buildings by 11:30 pm on Thursday, April 6<sup>th</sup> with no exceptions. Any Exhibitor missing this deadline will be required to cover any related costs incurred on MEE Cluster by Westerner Park. If your equipment is left in the building, it will be removed from the building by Goodkey Show Services and placed on the grounds. They are not liable for any damage that occurs during this time. Please ensure your staff is ready to move you out after the show on Wednesday, April 5<sup>th</sup> starting at 5:00 pm.

**Rules contained in this document will be strictly enforced for the duration of the show including set-up and tear-down and exhibitors are responsible for any fines or conditions placed on them as a result of disregarding rules.**