

**The following terms and conditions apply to all exhibitors. Further instructions will be outlined in the Exhibitor Manual/Order forms which will be shared with all confirmed exhibitors in April/May.**

### **1. TERMS**

This online purchase form represents your contract to participate at the TAC Conference and Exhibition. Participation isn't confirmed until payment is received. No promotion of participation will take place until payment is received in full.

### **2. PAYMENT**

An invoice will be sent for the **full amount to be paid**, which is **due upon receipt of the invoice**. Visa and MasterCard are accepted at the time of booking. EFT, wire transfer and cheque options are also available. All cheques should be in Canadian dollars and made payable to the Transportation Association of Canada. Contact Christina Ghazal, Meetings and Events Coordinator ([cghazal@tac-atc.ca](mailto:cghazal@tac-atc.ca)) for EFT and wire transfer details.

Mail cheques to:  
Transportation Association of Canada  
401-1111 Prince of Wales Drive  
Ottawa, ON K2C 3T2

Late bookings must be paid in full by August 22 to be included in any marketing materials.

### **3. CANCELLATION POLICY**

Exhibit booth space cancellations must be sent in writing to TAC in writing. If Exhibitor cancels its participation it agrees to pay as liquidated damages (and not a penalty) the following: (a) if Organizer receives written notice of participation cancellation before or on July 24, 2023, Exhibitor agrees to pay a cancellation fee equal to 25 percent of the total participation fee; however, if Organizer is unable to re-sell the cancelled space, Exhibitor will be liable for 100 percent of the total participation fee (b) if Organizer receives written notice of cancellation after July 24, 2023, Exhibitor will be liable for 100 percent of the total participation fee.

The exhibitor is responsible for cancelling all other associated orders and cancellations fees incurred from ancillary suppliers of the show (including but not limited to hotel, show services, etc.) and subject to those cancellation penalties.

All cancellation fee(s) are payable immediately upon cancellation. The above cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

### **4. LIMITATION OF LIABILITY INDEMNIFICATION**

A. Exhibitors waive all claims of any kind against TAC, its directors, officers, members, agents and employees including, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury, cancellation of the Show, failure or refusal to provide space for any exhibit, preventing the display, operation, removal or dismantling of any exhibit, any other act or failure to act.

B. Exhibitors agree to indemnify and save TAC harmless from claims by Exhibitors' agents or employees or by any other person, arising out of any act or omission in any way related to Exhibitors' participation in the Show, whether negligent or not.

C. In the event of cancellation or disruption of the Show for any cause TAC shall have the right to retain such part of Exhibitors' space payments as may be required to reimburse TAC for expenses incurred on behalf of the exhibitor in connection with the Show.

## **5. SUBLET**

Booths cannot be sublet or shared unless approved by TAC. Additional fees may apply.

## **6. BOOTH ASSIGNMENTS**

Booth space will be assigned on a first-come, first-served basis and/or sponsorship level. If the booths selected are filled, the closest possible booth will be assigned. TAC reserves the right to re-assign booth numbers and booth placement as needed at any time.

## **7. EXHIBITOR DISPLAY RULES**

TAC display rules are in accordance with the International Association of Exhibitions and Events (IAEE) Rules and Regulations with minor exceptions noted in the Exhibitor Manual. Other exceptions may be made by special request at least 30 days in advance of the show.

## **8. OUTSIDE CONTRACTORS (Exhibitor Appointed Contractor - EAC)**

Exhibitors may use contractors other than the Official Exhibit Contractor to set up and dismantle exhibits if Exhibitor provides TAC a copy of the EAC form provided in the Exhibitor Manual. This authorization must include a certificate of insurance for minimum of \$5 million CDN as outlined in the Exhibitor Manual. The exhibitor assumes full responsibility for all acts of its contractors and agrees to hold harmless and indemnify TAC for any loss or any damage to the Shaw Centre Ottawa.

## **9. EXHIBITOR ADMISSION**

Each 10' x 10' space or Pod includes one (1) Full Conference Pass (for exhibit staff use – these badges will highlight “exhibitor”). Additional passes for exhibit staff may be purchased at a reduced rate. All exhibit staff must pre-register. Registration instructions will be shared in May.

## 10. ADMITTANCE DURING NON-SHOW HOURS

Exhibit personnel will have access to the show floor according to the following schedule (program/schedule subject to change):

<b>Sunday, September 24</b>	<b>Exhibitor move-in:</b> (8am-4pm) <b>2023 TAC Conference &amp; Exhibition begins</b> <b>Show Hours: 5pm-8pm</b>
<b>Monday, September 25</b>	<b>Conference &amp; Exhibition continues</b> Show Hours: 8am-4pm (Doors open to Exhibitors at 7:30am)
<b>Tuesday, September 26</b>	<b>Last day of the Exhibition</b> Show Hours: 8am-4pm (Doors open to Exhibitors at 7:30am) <b>Exhibitor move-out:</b> 4pm-8pm All items must be removed by 8pm or subject to removal as “forced freight” at the exhibitor’s expense.

Exhibitors must have their TAC exhibitor badge for non-show hours admittance and make arrangements with show management IF EXTRA TIME IS REQUIRED.

## 11. DAMAGE TO PROPERTY

The exhibiting company is liable for any damage caused to building floors, walls or columns or to standard booth equipment. The exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building floors, walls or columns or to standard booth equipment.

## 12. FOOD AND BEVERAGE

Any exhibiting company interested in providing food or beverages on the show floor, must be ordered from the Shaw Centre Ottawa. No outside contractors are permitted.

## 13. FIRE AND SAFETY REGULATIONS

No flammable liquids may be stored inside the Shaw Centre. Prior notification and approval will be necessary from the local Fire Department to display any heat producing products or chemical materials, gases, etc., deemed hazardous by the fire department.

During the move-in/move-out, the Shaw Centre is considered a construction site. All personnel are required to use approved personal protective equipment (PPE) such as Safety shoes, harnesses, gloves, safety eyewear and hard hats when warranted. Proper closed-toe footwear is always required during move-in/move-out.

## 14. LABOUR

Exhibitors are required to observe all contracts in effect between TAC, service contractors and the Shaw Centre. All information relating to move-in, set- up, dismantling, and move-out at the Shaw Centre during the TAC Conference and Exhibition will be included in the online Exhibitor Manual which will be available in April/May.

## 15. MATERIAL HANDLING

**GES is the exclusive service partner within the Shaw Centre.** Exhibitors are permitted to move-in/out without assistance from GES as long as material is moved by hand or by dollies **without the use of any exclusive material handling equipment which includes:** forklift, electric or manual pallet jacks, 3<sup>rd</sup> party supplier freight movement, receipt/off-loading of exhibitor materials onsite, delivery with the Shaw Centre to the allocated booth or

location, storage of empty crates and packing materials during the event, returning of materials to the docks, reloading of materials on outbound carriers, freight elevator operation, installation of graphics/signage that is to be affixed/hung to/from any hard surface at the facility.

#### **16. SOUND**

All demonstration and sound equipment **MUST** be tuned to a conversational level and must not be objectionable to neighbouring exhibitors. If management receives any complaints, exhibitor agrees to cease use of sound equipment.

#### **17. DISMANTLING**

Exhibitors' displays may not be dismantled or packed in preparation for removal prior to the official closing time. Every booth must be fully staffed and operational during the entire Exhibition. Failure to respect this rule may impact participation privileges in future TAC conferences (including the privilege of advance access to booth sales the following year).

#### **18. MEMBERSHIP STATUS**

You/your organization must be a member in good standing at the time of purchase in order to qualify for membership discounts.

#### **19. CERTIFICATE of INSURANCE (COI)**

Show Management requires that each exhibitor provide a COI that clearly shows liability coverage of \$5 million covering the show dates (including move-in – September 24-26, 2023) and listing the Transportation Association of Canada as additional insured. If you do not have such insurance, information to help you easily acquire liability insurance is included in the Exhibitor Manual. Possession of a COI is a **booth space contract requirement**.

#### **20. COMMUNICATIONS**

By taking part in TAC 2023, you will receive e-mail communications from TAC's official show vendors, and TAC in order to facilitate your success.

#### **21. ACTS OF GOD (FORCE MAJEURE)**

If an event, including but not limited to, acts of God or acts, regulations, or orders of governmental authorities; fire, flood, explosion, disaster, hurricane, tornado, civil disorder (including labour disputes or demonstrations of any kind); acts of terrorism or other violence; curtailment of transportation facilities, or another emergency, that make it impossible, illegal or otherwise inadvisable for TAC to host its Conference & Exhibition, this contract shall terminate without further obligation on the part of any party hereto. In the event of a cancellation, postponement, or disruption of the TAC Conference & Exhibition for any cause beyond the control of TAC, the host Convention Centre and/or hotel facilities, TAC shall have no obligation whatsoever to the Exhibitor. To the extent that any exhibitor benefits have not been completely or partially received at the date of such termination, the exhibitor is entitled to obtain a partial refund as reasonably calculated by TAC (less any and all legitimate expenses incurred by TAC for initial administration fees, design work, etc.) The exhibitor waives any and all claims against TAC for damages or compensation due to the cancellation or postponement of the Exhibition according to this paragraph.