

APPENDIX A

CQA/ACC VENDOR TERMS AND CONDITIONS QUILT CANADA 2019

PART 1: GENERAL INFORMATION

1.1 **Location:** EY Centre, 4899 Uplands Drive, Ottawa, Ontario K1V 2N6

1.2 Hours of Operation

Setup Hours: Tuesday, June 11, 2019 8:00 AM to 8.00pm (exact move-in time will be given to vendors approx. 2 weeks before the show)

Merchant Mall Hours

- Wednesday, June 12, 2019 9.30am to 6.00pm
- Thursday, June 13, 2019 9.30am to 6.00pm
- Friday, June 14, 2019 9.30am to 6.00pm
- Saturday, June 15, 2019 9.30am to 4:00pm

Restocking Thurs, June 13; Fri, June 14; Sat June 15 - 8.30am – 9.30am

Take Down Hours: Saturday June 15 4:01 PM to 9:00 PM

PART 2: AUTHORITY

2.1 On site Supervision

The Conference Coordinator, or designate(s), is charged with complete responsibility and full authority to enforce all the provisions of these terms & conditions for the benefit and safety of all concerned. Any exception or deviation from these regulations may be made only with the Conference Coordinator's authorization.

2.2 Waiver

No consent to any variation in any term or condition of this agreement/contract shall be valid unless it is made in writing, agreed to by both parties, and appended to the agreement/contract.

2.3 Notice

Any notice by either party to the other shall be in writing and shall be deemed duly given, if delivered personally; by electronic mail with a confirmation of receipt requested; or by registered mail addressed to the President of CQA/ACC; or to the merchant at the address given in the lease agreement.

PART 3: BOOTH SPACE

3.1 Booth location

The Conference Coordinator or designate reserves the right to allocate booth locations. Assignments will be made based on several factors including but not limited to: sponsorship; the date of receipt of the signed contract and 30% deposit; and merchant preferences to the extent possible. Booth allocations cannot be made until all booth fees have been paid in full. Please note that our sponsors do enjoy preferential booth allocations. If you wish to be a sponsor of Quilt Canada 2019, you are most welcome to contact our Sponsor Coordinator at sponsors@canadianquilter.com. This will also give you more advertising and promotion opportunities for your business.

3.2 Booth size/contents/use conditions

Each booth will be a standard 10' x 10' configuration with 8' high pipe and drape on the back and side walls. Exhibitors purchasing multiple booths will have an open booth unit unless dividers within the space are specifically requested. Exhibitors are not permitted to use pins on the drapes. Merchants must bring S hooks and cord, chain or fishing line if they wish to hang items for display.

Each 10x10 booth includes 1 skirted table (8' x 2 ½') and 1 chair. Any alteration to this configuration will attract an additional charge.

Additional furnishings or services: Carpeting and additional furnishings are not supplied in the booth fee. Carpet is not mandatory. Exhibitors may bring their own booth furniture. Information for ordering additional furniture supplies will be provided when the Supplier contracts are in place. It is the responsibility of the Vendor to contact the applicable Supplier and place orders as well as make payment for additional furniture and other requirements directly with the Supplier. Please be sure to read the pricing and ordering deadline dates which will be provided later.

Electrical Supply and internet to the booths is not provided by CQA/ACC. Information regarding the ordering of these requirements will be provided when the Supplier contracts are in place. It is the responsibility of the Vendor to contact the supplier to place orders. Please consult the information sheet for pricing and ordering deadline dates.

3.3 Rental Rates/Payment requirements

The rental rate per standard 10' x 10' booth is \$1,200.00 + HST. Deposit payment of 40% of the total is due within 7 days of receipt of signed agreement. The remaining final payment of 60% is due January 31st, 2019. Payment will be arranged with the CQA/ACC Treasurer, Judy Brown at browndaju@gmail.com.

3.4 Cancellation Policy

Requests to cancel booths must be received in writing.

Until December 1, 2018, a full refund of the deposit less a \$50.00 administration fee

From December 2, 2018 until January 31st, 2019, merchants who cancel their reservations will forfeit the full deposit. The final payment, due January 31st, 2019, will be refunded or not collected.

After January 31st, 2019, vendors who cancel their reservations will forfeit their full payment. If the space can be rented to another vendor for the event, the merchant who cancelled will forfeit the deposit but receive a refund of the final payment which was due January 31st, 2019 less a \$100.00 administration fee.

3.5 Set Up/Tear Down

Please Refer to Hours of Operation 1.2

The Conference Coordinator and designated assistants will coordinate offloading requirements and schedule prior to arrival. Neither merchants nor merchandise may enter the mall area outside of these hours on setup day unless expressly permitted by the Conference Coordinator.

No display may be dismantled before 4:01 on Saturday June 15, 2019. The Conference Co-ordinator will provide a departure time schedule at the loading dock. All exhibit merchandise and material must be removed from the mall area by 9:00 PM June 15, 2019.

The merchant shall, on termination of this lease agreement, surrender the premises to the lessor in the same state and condition in which it was leased, clean and free of signs, displays and debris.

3.6 Use of Exhibit Space

All demonstrations and sales activities must be confined to the limits of the assigned booth space. No merchant shall assign, sublet or apportion the whole or any part of the space allocated them without the prior knowledge and written consent of the Conference Coordinator.

3.7 Exhibitor Courtesy

If the operation of any equipment or apparatus is found to be annoying to neighbouring exhibitors or guests, it will be necessary to discontinue such operations. Sound and visual aids must be operated in a manner that does not inconvenience other merchants. The Conference Coordinator reserves the right to prohibit the use of any equipment that contravenes these regulations.

PART 4: LIABILITY, PROTECTION, AND INSURANCE

4.1 Insurance

VENDORS MUST PROVIDE THEIR OWN INSURANCE COVERAGE, including Liability Insurance and provide CQA/ACC with a Certificate of insurance confirming coverage no later than March 31, 2019. The Certificate of insurance shall confirm:

- a) Commercial General Liability insurance with a minimum limit of \$2,000,000 covering all operations that will be undertaken at the event by the vendor.
- b) Name Canadian Quilters' Association as Certificate Holder and Additional Insured.
- c) Provide 30 days Notice with respect to any material change or cancellation of coverage provided.
- d) Contain cross liability and severability of interest clauses.

CQA/ACC will not be responsible for loss and /or damage to any exhibits, merchandise, personnel or other properties while such are on the Vancouver Convention Centre property. Vendors shall assume full responsibility for any and all damage caused by their representatives and agree to indemnify and save harmless the CQA/ACC, EY Centre and their personnel from any and all claims for such loss, damage, injury, no matter how caused.

4.2 Protection of Merchant Property

CQA/ACC, the EY Centre and their personnel will not be responsible for the safety of exhibits or merchandise against robbery, damage by fire, accident or other cause. In all cases, VENDORS MUST PROVIDE THEIR OWN INSURANCE COVERAGE. Please provide the name and policy # of your insurance company by 31st March 2019 ensuring that you have adequate liability insurance coverage. The exhibit space is secured after closing each day. Security of the exhibit during display hours is the merchant's responsibility.

4.3 Protection of Building, Property and Display Features

Merchants will be held responsible for any and all damage done or caused to be done to the building, its property and/or display features, by them, their agents or their employees. No nails, tacks, screws, glue, tape or other fasteners shall be driven into the walls or floors of the mall area. No pins may be attached to the drapes.

4.4 Insurance

The merchant shall not do or permit anything to be done in or about the leased space which will affect the fire risk or increase the rate of fire or other insurance on the building, or which will in any way invalidate or conflict with fire insurance policies covering the building. Should the rate of any type of insurance on the building be increased by reason of violation of the agreement by the merchant, in addition to all other remedies, may pay the amount of such increase and the amount so paid shall become payable by the merchant as additional rent on demand. In all cases, merchants must insure their own exhibits/merchandise.

Part 5: ADVANCE MATERIAL HANDLING/DRAYAGE SERVICES OF EXHIBITOR FREIGHT

Arrangements for advanced shipping to the site will be arranged and communicated after the Supplier contracts are in place. Arrangements for acceptance of advance shipments must be requested and approved by the Conference Coordinator prior to shipping. Such shipments may be subject to additional charges.