



**GEM** west

GLOBAL ENERGY MANUFACTURING WEST  
EXPO & CONFERENCE  
Edmonton Convention Centre  
Edmonton, Alberta  
September 23 - 24, 2020

**Please send completed contract to:**

dmg::events (Canada) inc.  
1510 140 10 Ave SE, Calgary, Alberta T2G 0R1  
T: +1 (403) 209-3554  
Toll Free in North America: (888) 799-2545  
E: stephenfurze@dmgevents.com

## CORPORATE INFORMATION

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Email: \_\_\_\_\_

Billing Address (if different from above): \_\_\_\_\_

Town/City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Billing Contact: \_\_\_\_\_ Job Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Please list the technologies, products or services to be displayed:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## EXHIBITION RATES

Indoor Space: CDN \$30.00/sq. ft. (0-399 sq. ft.)  
CDN \$25.00/sq. ft. (400-799 sq. ft.)  
CDN \$20.00/sq. ft. (800+ sq. ft.)

Includes: Floor space, draped display booth, basic onsite materials handling to booth (up to 5000 lbs. per crate, except for specialty work), crate storage during the show, 24-hour roaming security, and unlimited client invitations to attend the exhibition. All rates are subject to 5% GST. Pricing does not include: shipping, internet, banner hanging, additional booth furnishings and accessories, or admittance to the conference sessions or educational seminars.

Please reserve the following space:

	Booth Number	Dimensions (ft. x ft.)	Total Space (Sq. ft.)
1st choice			
2nd choice			
3rd choice			

# EVENT GUIDE AND WEB ADVERTISING

Book now and save money on your advertising. The following rates apply ONLY if purchased when booking exhibit space.

## 1. Event Guide Advertising: Full colour print advertisements

Full Page Ad

Price: \$3,500.00

BOOK NOW and save: -\$200.00

Total: \$3,300.00

Half Page Ad

Price: \$2,500.00

BOOK NOW and save: -\$200.00

Total: \$2,300.00

## 2. Web Advertising: Banner at gemwestexpo.com (90 days)

Full Banner Ad

Price: \$1,950.00

BOOK NOW and save: -\$300.00

Total: \$1,650.00

All advertising specifications delivered upon confirmation of order(s). All rates are subject to 5% GST.

Total:

## SUMMARY OF CONTRACTED PRODUCTS

PRODUCT	STAND NUMBER	QUANTITY	PRICE	COST IN CDN \$
Indoor Exhibit Space		1		
Indoor Hardwall Space		1		
Event Media Listing (REQUIRED)		1	\$195.00	\$195.00
Liability & Property Insurance Certificate (REQUIRED)		1	\$159.00	\$159.00
Event Guide and Web Advertising Opportunities				
			Subtotal	
			5% GST (MUST BE ADDED TO ALL ORDERS)	
			Total	

A deposit of 30% plus 5% GST is required at time of booking to confirm exhibition space. Full and final payment is due May 20, 2020. Orders received after this date will be invoiced for 100%.

### LIABILITY & PROPERTY INSURANCE CERTIFICATE (REQUIRED)

\$2,000,000 Liability Limits: General Liability (Per Occurrence and Aggregate Limit), Products and Completed Operations, Personal and Advertising Injury, Fire Damage Limit - \$250,000. Medical Expenses not included. Subject to \$1,000 BI, PD and Expenses Deductible. \$25,000 Inland Marine limit - covers your property while in transit to and from the Event Location (3 days before and 3 days after the Event), and while on the Event premises. Subject to \$1,000 deductible. Coverage is subject to underwriting review. See Section 5(a) on page 3 for Ineligible Risk

## APPLICATION AUTHORIZATION & PAYMENT

We hereby apply for exhibit space and /or Event Guide advertising and/or website advertising at GEM West 2020. We hereby agree to abide by the Terms and Conditions printed on Page 3 of this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please note that by signing this form, you agree to our terms and understand that you are entering into a legally binding contract. Please also note that by signing this form, you agree to receive email communications from us regarding your exhibit space.

Cheque made payable to dmg events (Canada) inc. is enclosed, or will be delivered within 10 days.

Please invoice for deposit.

Please invoice for full amount.

**Please send cheques to:**  
 dmg::events (Canada) Inc.  
 Bank of America N.A. Canada Branch  
 Lockbox #310360  
 PO Box 578, Stn M  
 Calgary, AB Canada T2P 2J2

**Payment can be made using our online payment portal:**  
<https://dmg.energy/payments>  
 If paying before you receive your invoice, please include 5% GST in your payment and indicate the following in the "invoice number" field: "Your company name" - GEM West 2020.

**A space confirmation/invoice will be forwarded to you upon space assignment.**  
 (GST #893795872RT: Goods and Service Tax applicable to all exhibitors)

## TERMS & CONDITIONS

### 1. EXHIBITOR COVENANT

The Exhibitor shall abide by all rules and regulations adopted by dmg :: events (Canada) Inc. (the Organizer) and sponsors and agrees that the Organizer shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.

### 2. ASSIGNMENT AND SUBLLETING

Exhibitor shall not assign any rights under these terms and conditions or sublet or allow one or more co-exhibitors to exhibit in or on its allocated space without the prior written consent of the Organizer which consent may be withheld without giving any reason. Where such consent is given then (i) each Exhibitor on a given stand or space shall (and Exhibitor shall procure that any assignees, sub-lessors or co-exhibitors shall) be jointly and severally liable for any loss or damages arising out of any of their breach of these terms and conditions and (ii) each assignee, sub-lessor or co-exhibitors must sign or adhere to these terms and conditions.

### 3. INDEMNITY

- 3.1 Exhibitors shall receive the benefit of (and pay the relevant amounts as set out in the attached exhibition space contract for the indemnities in Regulations 3.2 and 3.3 below in accordance with the terms of this Regulation 3 so long as exhibitor provides proof to the Organizer that it can meet its liabilities under this Contract and, in particular under Regulation 3.5, to the value of at least \$2,000,000 or local currency equivalent subject to Regulation 3.6 for the duration of the Event, including construction and dismantling.
- 3.2 The Organizer shall indemnify and hold harmless the Exhibitor (up to an aggregate total of \$2,000,000 or local currency equivalent including legal costs and disbursements) against all sums which the Exhibitor shall become legally liable to pay as compensation in respect of third party claims made against the Exhibitor for bodily injury or damage to property occurring at the Event Venue during the period of the Event (including construction and dismantling periods) provided that such claims are not as a result of any defects in the Exhibitor's products or as a result of the Exhibitor's or its employees', agents', contractors' or co-exhibitors' deliberate act, omission or negligence.
- 3.3 Subject to Regulation 3.6 the Organizer shall indemnify and hold harmless the Exhibitor (up to an aggregate total of \$10,000 or local currency equivalent including legal costs and disbursements) in the event that any of the exhibits (other than jewelry, watches, precious metals or stones, money or any personal property) owned by the Exhibitor or in the Exhibitor's care, custody or control are lost (but not including any theft occurring while the Exhibitor's property is unattended, other than when the Event is closed to visitors and the Organizer's security is fully activated) or physically damaged by a third party (other than a contractor, agent or co-exhibitor) whilst on display or stored within the confines of the Event Venue, in accordance with the Organizer's relevant policies and instructions.
- 3.4 The indemnities in Regulations 3.2 and 3.3 shall not cover loss or damage caused directly or indirectly by events of force majeure (which term includes, without limitation, issues with water, gas or electric supplies, terrorism, military intervention, or the confiscation or requisition of property by any governmental authority).
- 3.5 Subject to the capped indemnities in Regulations 3.2 and 3.3, the Exhibitor shall be responsible for all claims, actions and/or costs for personal injury and loss of or damage to property including, but not limited to, damage to the Event Venue (including fixtures and fittings), loss or damage to other Exhibitors or Event visitors' property, caused by or arising from the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom or at the Event Venue during the period of the Event or the relevant construction and dismantling periods, caused directly or indirectly by the Exhibitor or any employee, stand sharer, contractor, sub-contractor, licensee, invitee or co-exhibitor of Exhibitor of his or the act, omission or neglect of the Exhibitor or by any such person or by any exhibit machinery or other article belonging to, or in the possession of, or used by, the Exhibitor or any such person. Subject to Regulations 3.2 and 3.3, the Exhibitor will indemnify the Organizer in respect of each and every claim, and all actions, proceedings, costs (including legal costs and disbursements), claims and demands in respect of the claims, actions set out in this Regulation 3.5.
- 3.6 The indemnities provided under Regulations 3.2 and 3.3 shall be subject always to the Exhibitor:
  - 3.6.1 making no admission and taking no action in respect of the claims, actions/or costs referred to in Regulations 3.2 and 3.3 (the claims) without the Organizer's consent;
  - 3.6.2 providing the Organizer with the right to control the defense and settlement of such claims together with providing all reasonable co-operation, information and assistance with such defense or settlement;
  - 3.6.3 informing the police as soon as possible and obtaining a crime reference number in the event of a suspected crime occurring.
- 3.7 On receipt of a signed and verified Insurance Waiver Form which includes details of Exhibitors Insurance policy cover and policy dates, Organizer shall issue a credit note for the \$159 charge and this Regulation 3.5 shall not apply.

### 4. LIMITATION OF LIABILITY

- 4.1 The following provisions of this Regulation 4 set out the entire liability of the Organizer (including any liability for the acts or omissions of their employees, agents, co-exhibitors and sub-contractors) to the Exhibitor in respect of all losses, claims or liabilities arising under or in connection with the Event (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.
- 4.2 All warranties, conditions and other terms implied by law are, to the fullest extent permitted by applicable by law, excluded from this Agreement.
- 4.3 Notwithstanding any provision to the contrary, nothing in the Exhibition space contract or these Regulations shall exclude or limit the liability of the Organizer, for death or personal injury caused by the Organizer's negligence or for fraudulent misrepresentation or for any liability that may not be limited or excluded by law.
- 4.4 Subject to Regulation 4.3:
  - 4.4.1 the Organizer's total liability to the Exhibitor in connection with the Event shall (other than in respect of the indemnities set out in Regulations 3.2 and 3.3) be limited to 100% of the Service Charge and Goods and Service Charge (as set in the attached exhibition space contract) paid by the Exhibitor; and
  - 4.4.2 the Organizer shall not be liable to the Exhibitor for any loss of or corruption to data, loss of revenue and profit, loss of anticipated savings, loss of business, loss of opportunity, depletion of goodwill or reputation, additional operational and administrative costs and expenses, any financial losses or any indirect or consequential loss or damage.
- 4.5 The Organizer is not responsible for the content of any speaker's presentation. Such content is the opinion of the speaker and not of the Organizer.
- 4.6 The Organizer may require any Exhibitor/Sponsor/Delegate or Visitor to submit to appropriate trade sanctions verification checks prior to permitting attendance or registration. The Organizer may withdraw permission to attend at any time in their absolute discretion for trade sanctions reasons in such circumstances the Organizer shall not issue any refund of fees already paid.

### 5. EXHIBITOR'S PROPERTY

All of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and the Organizer assumes no responsibility for loss or damage thereto.

### 6. BUILDING

The Exhibitor is liable for any damage it may cause to the Event venue or any property of the Organizer, its agents or any other Exhibitor. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the Event venue or to the property of the Organizer, its agents or any other Exhibitor.

### 7. CONDITIONS OF PAYMENT

Terms of payment are those stated below.

In the event of non-payment of any part of the Contract Price as set out in the attached exhibition space contract or of any other sums properly due from the Exhibitor to the Organizer, the Organizer shall have the right to undertake all or any of the following rights, which are in addition to any other rights the Organizer may have:

- (a) Impose a surcharge of 2% per month (24% per annum) on the outstanding balance.
- (b) Prohibit the Exhibitor from erecting and/or occupying the space or stand allocated.
- (c) Use the allotted Space in such a way as the Organizer sees fit and to recover from the Exhibitor any expense it incurs in so doing.
- (d) Exercise a general lien on all the Exhibitor's property in or about the Exhibition venue
- (e) To treat this agreement as determined.

The Organizer may invoice directly or through a member of its Group.

### 8. PAYMENT TERMS

**30% of total fees (set out on attached exhibition space contract) upon signing**  
**70% of total fees (set out on attached exhibition space contract) due by May 20, 2020**

Payment terms are cumulative from time of booking.

### 9. TERMINATION OF THE CONTRACT

The Organizer may terminate this Agreement if:

- (a) The Exhibitor fails to observe or perform any of the Agreement terms and conditions; or
- (b) The Exhibitor becomes bankrupt or makes an arrangement or compromise with his creditors or, being a company, enters into liquidation whether compulsory or voluntary (save for the purposes of amalgamation and/or reconstruction) or suffers the appointment of a receiver, administrative receiver or administrator, or enter into or suffers any similar insolvency procedure under any jurisdiction; or
- (c) The Organizer may require any Exhibitor/Sponsor/Delegate or Visitor to submit to appropriate trade sanctions verification checks prior to permitting attendance or registration. The Organizer may withdraw permission to attend at any time in its absolute discretion if any Exhibitor/Sponsor/Delegate or Visitor fails any appropriate trade sanctions verification checks.

### 10. CANCELLATION / REDUCTION TERMS

In the event that the Exhibitor wishes to cancel its attendance at Event the Exhibitor shall give the Organizer written notice of the same. The Organizer shall act in its sole discretion and confirm whether it shall permit such cancellation. In the event that the Organizer permits such cancellation, the Exhibitor shall pay the Organizer the relevant or following percentage of the total fees set out on the attached exhibition space contract:

**30% cancellation fee up to May 19, 2020**  
**100% cancellation fee from May 20, 2020**

All of the dates quoted above are inclusive.

### 11. STAND AMENDMENTS

The Organizer shall in its sole discretion allocate the space between Exhibitors. The Organizer reserves the right to make alterations in the floor plan of the Event or in the Exhibitor's Stand in its sole discretion and at any time prior to or during the Event. If prior to the Event (i) the Exhibitor requests an alteration to the exhibition space it previously requested and (ii) Organizer confirms that it will accommodate such alteration, the Exhibitor shall pay the Organizer an additional amendment charge equal to 10% of the total space only, shell scheme and/or package amounts ticked in the attached exhibition space contract. The Organizer is under no obligation to accommodate any such request and at all times reserves its alteration rights under this Regulation 11.

### 12. REMOVAL OF EXHIBITS

The Exhibitor shall not dismantle any display or remove any goods during the entire run of the Event, but will leave these intact until the end of the final closing hour of the last event day. The Exhibitor also agrees to remove its display and the equipment from the show site by the final move-out time limit, or in the event of failure to do so, the Exhibitor agrees to pay for such additional cost as may be incurred.

### 13. CANCELLATION OR CURTAILMENT OF SHOW BY THE ORGANIZER

In the event that the event venue is destroyed or becomes unavailable for occupancy, for reasons beyond the reasonable control of the Organizer and sponsors, or if for any reason the Organizer is unable to permit the Exhibitor to occupy the Event venue or the space, or if the Event is cancelled or curtailed, the Organizer and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott or other force majeure event.

### 14. GOVERNING LAW AND JURISDICTION

This contract shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The parties agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.

### 15. RIGHT OF REFUSAL

The Organizer may in its sole discretion accept or refuse any application for exhibition space made through the attached exhibition space contract (without disclosing the reasons to the Exhibitor). Exhibitor shall not be entitled to claim or receive any compensation in the event that the Organizer rejects (on application) or cancels (at a later date) Exhibitor's application. In the event that the Organizer allocates space to Exhibitor, Exhibitor may not refuse such space, nor cancel his participation due to the space allocated.

### 16. MISCELLANEOUS

By signing this agreement, the exhibitor contact person(s) expressly consents to receiving commercial electronic messages (CEMs) via HTML or plain text emails for updates and information on the Show.