



# Red Deer Sportsman & Outdoor Adventure Show

P.O. BOX 2, RED DEER, ALBERTA T4N 5E7  
53<sup>rd</sup> ANNUAL

## SPACE APPLICATION/CONTRACT

MARCH 8, 9, 10  
2019

WESTERNER  
PARK

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

PROV./STATE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_

FAX: (\_\_\_\_) \_\_\_\_\_ E-MAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

PRICES INCLUDE G.S.T.	PAYMENT BY CASH OR CHEQUE ONLY	BOOTH #'S
BOOTH SPACE: (10 X 10)	\$420.00 incl. GST (Power Supplied)	_____
CORNER BOOTH SPACE: (10 X 10)	\$525.00 incl. GST (Power Supplied)	_____
BOOTH SPACE: (20 X 20)	\$871.50 incl. GST (Power available through Goodkey Show Services for a fee)	_____
BOOTH SPACE: (Bulk)	\$2.00 per sq. ft. + GST (Power available through Goodkey Show Services for a fee)	_____

**EXHIBIT DESCRIPTION:** Please supply a specific description of the products/services you wish to display in your booth. This includes raffles, draws and contests. Note: No food vendors allowed at any Westerner Park shows. Certain packaged food booths will be permitted only with prior approval of Westerner Park and Red Deer Sportsman Show. Food samples must not exceed 56 grams or 54 ml.

We agree to pay the RED DEER SPORTSMAN & OUTDOOR ADVENTURE SHOW (the licensor) the appropriate space rate, plus GST. We have read and understand the conditions of the application/contract on the reverse, and agree to abide by them. Faxed copies will be considered as original application/contract.

**THIS APPLICATION MUST BE RETURNED WITH FULL PAYMENT.** We will endeavour to honour your choice of space, but final assignment will remain with the RED DEER SPORTSMAN & OUTDOOR ADVENTURE SHOW to create a more effective show.

**BALANCE OF BOOTH COST MUST BE PAID IN FULL 90 DAYS PRIOR TO SHOW.**

**EXHIBITOR APPLICATIONS LESS THAN 90 DAYS PRIOR TO THE SHOW REQUIRE FULL PAYMENT.**  
ALL FORKLIFT WORK WILL BE BILLED DIRECTLY FROM GOODKEY (403.356.0083) TO THE EXHIBITOR @ \$75.00 per/hr (minimum 1 hour)

EXHIBITOR AUTHORIZED SIGNATURE \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_

DATE / MONTH / YEAR \_\_\_\_\_

Fax 403-343-9113 [www.reddeersportsmanshow.com](http://www.reddeersportsmanshow.com)

### OFFICE USE ONLY

Date Rec'd _____	@ \$ _____	\$ _____
Space # _____	GST	\$ _____
Rcpt # _____ Date _____ Amount \$ _____	TOTAL	\$ _____
Rcpt # _____ Date _____ Amount \$ _____	DEPOSIT	\$ _____
TOTAL \$ _____	BALANCE DUE	\$ _____

# CONTRACT / SPACE APPLICATION

## READ CAREFULLY – AVOID MISUNDERSTANDING

NOTE: The words “Show” or “RDS&OAS” refer to the Red Deer Sportsman & Outdoor Adventure Show. “Show Management” refers to the Red Deer Fish & Game Association or RDF&GA, its agents or employees. “Exhibitors” refers to the applicant for exhibit space. “Westerner or Exhibit Facility” refers to the Red Deer Exhibition Association.

These regulations have been established for the mutual benefit and protection of Exhibitors, Visitors and the RDF&GA. With such additions or changes as may be made from time to time, they are an integral part of the space application and thereby form a contract upon acceptance, to which the exhibitor agrees.

### 1.0 EXHIBITOR COVENANTS

- 1.1 The exhibitor agrees to abide by all show rules and regulations adopted by RDS&OAS and agrees that the show organizer shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
- 1.2 The exhibitor agrees to display only new, unused, current-model-year products. Exhibitor will not display any products without the endorsement or approval of the manufacturer. Exhibitor represents that it has full authority and all approvals necessary to display and sell its products at this show.
- 1.3 Exhibitor agrees to obtain, at its own expense, any licenses or permits which they are required, including without limitation, from government bodies, trade or industry associations and any other third parties, for the operation of its trade or business during the show.
- 1.4 Exhibitor agrees that RDS&OAS may remove any exhibitors that it determines are of a disruptive, objectionable or inappropriate nature.

### 2.0 DISPLAY

- 2.1 The exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- 2.2 The show organizer reserves the right to (i) determine the eligibility of exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or exhibitors which the show organizer considers objectionable, and (iii) relocate exhibitors or exhibits when, in the show organizer’s opinion, such moves are necessary to maintain the character and/or good order of the show.
- 2.3 Products and services, which are not outdoor related will be limited at the RDS&OAS discretion.
- 2.4 All electrical outlets shall be at the exhibitor’s expense in booths larger than 10 x 10. All operating electrical equipment used in the exhibit must have CSA or equivalent provincial power authority approval.

### 3.0 ASSIGNMENT AND SUBLETTING

- 3.1 The exhibitor agrees that there shall be no SUBLETTING of their booth space without prior written permission of the show organizer.

### 4.0 INSURANCE

- 4.1 The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move out date, a policy of insurance acceptable to the show organizer. The policy of insurance shall name the show organizer as loss-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor’s presence or operations at the show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of the show organizer, the exhibitor shall provide the show organizer with a copy of such policy.

### 5.0 INDEMNITY

- 5.1 The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against the show organizer, the show sponsors or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agent or their property.
- 5.2 The exhibitor agrees to indemnify and hold harmless the show organizer, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or a visitor to the show.

### 6.0 EXHIBITOR’S PROPERTY

- 6.1 All of the exhibitor’s property at the show shall be at the sole risk of the exhibitor and the show organizer assumes no responsibility for loss or damage thereto.

### 7.0 BUILDING

- 7.1 The exhibitor is liable for any damage they cause to the facility or to any property of the show organizer, its agents or any other exhibitor. The exhibitor

may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of the show organizer, its agents or any other exhibitor. The exhibitor will use only approved carpet tape supplied by the official on-site show decorator to install booth carpeting. No outside food items allowed into facility.

### 8.0 CANCELLATION AND TERMINATION

- 8.1 This contract may only be cancelled if notice, in writing, is received by the show organizer. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 90 days or less prior to the first day of the show, the exhibitor is liable for full payment of his space rental under this contract.
- 8.2 In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, the show organizer reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by show management as liquidated damages for breach of his contract and show management may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.

### 9.0 REMOVAL OF EXHIBITS

- 9.1 The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and equipment for the show site by the final move-out time limit.

### 10.0 CANCELLATION OR CURTAILMENT OF SHOW

- 10.1 In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of the show organizer and sponsors, or if for any reason the show organizer is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, the show 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, lock out or boycott.
- 10.2 The show organizer also reserves the right to alter the duration and times and dates of the show.

### 11.0 NSF CHEQUES

- 11.1 In the event that the exhibitor’s cheque is returned by a bank due to insufficient funds, a \$25 administration fee will be charged to the exhibitor.

### 12.0 CONTRACT

- 12.1 If this contract is faxed to Red Deer Sportsman & Outdoor Adventure Show, we authorize the Licensor to take any and all steps in reliance on our faxed Contract as though it were an original.

### 13.0 APPLICABLE LAW

- 13.1 When signed by the parties, this application for space constitutes a binding contract enforceable under the laws of the Province of Alberta. Should a court of competent jurisdiction herein find any provision invalid, such invalidation shall not affect the other terms of this contract.

### 14.0 RESTRICTIONS

- 14.1 EXHIBITOR PASSES MUST BE WORN TO ENTER THE SHOW.
- 14.2 EXHIBITORS MUST PARK IN EXHIBITOR PARKING ON EAST SIDE OF BUILDING AND USE ENTRANCE AT EAST GALLERY.
- 14.3 Exhibitors will not be admitted into the exhibit area more than 30 minutes before the show opening and must vacate the building within 30 minutes of the show closing unless prior arrangements are made with RDS&OAS.
- 14.4 The RDS&OAS is not responsible for receiving exhibits or products unless prior arrangements are made.
- 14.5 Exhibitor is responsible for the cost of all forklift work as invoiced by the Red Deer Westerner Park.
- 14.6 Any exhibitor not moved out by Sunday will pay at \$500 late charge to the Westerner or the Red Deer Sportsman & Outdoor Adventure Show.
- 14.7 Although security is provided for the show Friday and Saturday nights, neither show management nor the Westerner can or will be held responsible for damage to, loss or theft of property belonging to, or injury to, any exhibitor, his agents or employees. Each exhibitor is expected to carry his appropriate insurance. Upon signing the contract, exhibitor is signing a release.

I have read the full contract and agree to all the regulations of the Red Deer Sportsman & Outdoor Adventure Show and sign the contract of my own free will.