

ENERGY RETROFITS FOR HOUSES - AFFORDABLE COMFORT FOR CANADIANS

Exposition: Wednesday, October 28, 2009

Conference: Wednesday, October 28 – Thursday, October 29, 2009

1. Information Re: Exhibitor (Please type or print)

A. Full Name of Exhibiting Company (as it should appear in all listings of exhibitors):

(the "Exhibitor") _____

B. Main Address of Exhibitor:

Street _____

City: _____ Province or State: _____ Postal or Zip Code: _____

Phone: _____ Fax: _____

Website: _____

C. Exhibitor Contact Information:

Name: _____

Title: _____

E-Mail: _____

All correspondence will be with the designated contact person listed above. The contact person is responsible for forwarding all materials to agents and/or representatives.

2. Information Re: The Exposition

The Exposition is being held on: Wednesday, October 28, 2009

The Conference is being held on: Wednesday, October 28 – Thursday, October 29, 2009 at the Sheraton Toronto Airport Hotel and Conference Centre (formerly The Renaissance Toronto Airport Hotel) located at: 801 Dixon Road, Toronto, Ontario M9W 1J5

3. Booking Request

The Exhibitor requests the following:

_____ 8' x 8' booth(s) @ CAN \$ 500.00 per booth = \$ _____

Exhibit space will be assigned by CMHC on a first-come first-served basis. CMHC reserves the right to assign exhibitors to a location at CMHC's discretion and makes no guarantees, representations or warranties with respect to the suitability of any assigned location for an exhibit.

One-day conference registration at a cost of CAN \$200.00, permits exhibitors access to the education sessions. Please note that one complimentary conference registration for Wednesday, October 28 is included in the \$500.00 exhibit fee.

Total: = \$ _____

Plus 5% GST = \$ _____

TOTAL DUE = \$ _____

4. Payment

Please call 1-800-668-2642 (within Canada) or 613-748-2003 (outside Canada) to coordinate payment in full for your exhibit space and conference registration . The completed Agreement can be faxed to 1-800-245-9274 (within Canada) or 613-748-2016 (outside Canada).

5. Information Re. Set-Up and Dismantling of Exhibits

Exhibitors will have access to the exhibit area at 6:00 p.m. on Tuesday, October 27, 2009. CMHC reserves the right to make changes in the installation hours. CMHC shall attempt to notify Exhibitors of any changes as far in advance as reasonably possible.

All exhibits must be in place by 7:30 a.m. on Wednesday, October 28, 2009.

Dismantling of exhibits may not begin before 7:30 p.m. on Wednesday, October 28, 2009.

Complete shipping instructions and information are available on the event web site at www.energyretrofitsforhouses.com under "Information for Confirmed Exhibitors".

6. Terms and Conditions

The Terms and Conditions set out in the attached Schedule "A" form an integral part of this Agreement. Please read them carefully.

The Exhibitor agrees to abide by all terms and conditions as set forth in this Agreement.

I have authority to bind the Exhibitor:

By: _____ Date: _____

Name: _____ Title: _____

FOR OFFICE USE

Accepted and agreed to: _____

Payment received: _____ Booth Number: _____

SCHEDULE "A"

Terms and Conditions

The Exhibitor agrees to the following terms and conditions:

- 1. Term.** This Agreement shall take effect at the date of execution and shall terminate on October 29, 2009 unless terminated earlier in accordance with the terms of this Agreement.
- 2. Cancellation.** Any cancellations must be in writing. Booth fees, less an administrative fee of \$50.00 will be refunded prior to September 1, 2009. No refunds will be given for cancellations received after September 1, 2009.
- 3. Installation-Showing-Dismantling.** The Exhibitor is responsible for all costs relating to the installation, maintenance and disassembly of its exhibit(s), including any costs of remediation of damage cause by the installation or the removal of the installation or associated material. Exhibits must be removed by Exhibitor from the premises no later than 9:30 p.m. October 28, 2009. The premises must be left broom clean by the Exhibitor. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the premises before 9:30 p.m. October 28, 2009.
- 4.** All services customarily required by exhibitors will be available. Exhibitors will be solely responsible for arranging necessary services and for payment of any fees due for services rendered.
- 5. Use of Official Marks.** The Exhibitor agrees that neither it nor its employees or agents will make use of the name, logo, initials or any official mark of CMHC without CMHC's prior express written consent.

6. **Compliance with Laws, Rules and Regulations.** Exhibitor agrees to comply with all applicable laws, rules and regulations (including, without limitation, fire, utility and building codes, and health and safety requirements), and any related rules or requirements of CMHC and/or the Sheraton Toronto Airport Hotel and Conference Centre or its insurance carrier.
7. **Inflammable Materials.** No inflammable fluids, or materials of any nature, including decorative materials, use of which materials is prohibited by federal, provincial, or municipal fire regulations, may be used in any booth.
8. **Damage to Property.** The Exhibitor is liable for any damage caused by him or his representative to building floors, walls, or columns, or to standard booth equipment or to the property of other Exhibitors. The Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to standard booth equipment.
9. **Exhibits Subject to CMHC Approval.** CMHC may review, exclude, modify, remove or require Exhibitor to modify or remove any exhibits, Exhibitor personnel (e.g., employees, agents, invitees, etc.) or Exhibitor materials or activities (e.g., costumes, décor, music, paraphernalia, fliers, method of operation, conduct, etc.) that, in its sole discretion, is unsuitable, dangerous, or objectionable. In the event of such exclusion, modification, or removal, Exhibitor agrees to pay or reimburse CMHC for any expenses incurred by CMHC or its agents in connection therewith at the then-prevailing rates. Further, CMHC shall not be required to refund any fees paid to CMHC by Exhibitor, or be responsible for any resulting Exhibitor expenses or liabilities.
10. **Indemnification.** Exhibitor agrees to indemnify and hold harmless CMHC, JRB Holdings Inc. and the Sheraton Toronto Airport Hotel and Conference Centre, its principals, officers, employees and agents (collectively, the "Indemnified Parties") for all financial consequences, including reasonable legal fees, arising from any demands, claims or actions made or brought against CMHC, JRB Holdings Inc. and/or the Sheraton Toronto Airport Hotel and Conference Centre, directly or indirectly, as a result of any injury or death or damage to property or other loss arising due to any direct or indirect acts or omissions on the part of the Exhibitor, its principals, officers, employees or agents. This indemnity provision shall survive the termination of this Agreement.
11. **Termination.** CMHC may terminate the Exposition and this Agreement for any reason without liability upon fourteen days' written notice to the Exhibitor.
12. **Insurance.** The Exhibitor must have and maintain a Commercial General Liability insurance policy that provides a minimum coverage of 2 million dollars per occurrence with cross liability and severability of interest as well as include Canada Mortgage and Housing Corporation and JRB Holdings Inc. as additional insured. The Exhibitor must provide JRB Holdings Inc. with a copy of the Certificate of Insurance prior to move-in on Tuesday, October 27, 2009. The Exhibitor acknowledges that CMHC, JRB Holdings Inc. and the Sheraton Toronto Airport Hotel and Conference Centre do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain insurance in this regard.
13. **Force Majeure.** The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party – such as acts of God, war, disaster, strikes (except those cause by the employees or agents of the party seeking protection of this clause), civil disaster – to the extent that such circumstances makes it impossible or unreasonable to provide or get to the Conference.
14. **No Amendments.** No amendments to this Agreement will be binding upon the parties to the Agreement unless set out in writing and executed by such parties.
15. **No Assignment.** The Exhibitor shall not assign this Agreement or any part thereof without the written permission of CMHC. Without limiting the foregoing, the Exhibitor agrees not to assign, sublet or share any booth which it is entitled to occupy pursuant to this Agreement, in whole or in part, without the prior written consent of CMHC.
16. **Entire Agreement.** This Agreement, including the Terms and Conditions in this Schedule "A," constitutes the entire agreement between the parties. There are no understandings, agreements, representations, covenants, conditions or warranties, verbal or written between the parties other than those set out in this Agreement.