



OWNED BY THE RECREATION VEHICLE DEALERS' ASSOCIATION OF MANITOBA
& THE MID-CANADA MARINE DEALERS' ASSOCIATION

RBC CONVENTION CENTRE WINNIPEG • January 26-29, 2023

Here is your 2023 BOOTH EXHIBIT SPACE Application and Contract. On behalf of the RVDAMB and MMPDA we thank you for your business and support. It is because of you that we have had and will continue to produce a great show!

Checklist to help you plan.

✓	ACTION ITEMS	KEY DATE
	Send the following in on or before November 30, 2022: <ul style="list-style-type: none"> - Completed and signed <u>BOOTH EXHIBIT SPACE</u> Application (page 2) - Cheque for <u>booth exhibit space</u> fees dated <u>November 30, 2022</u> - Signed Exhibitor Contract (page 3) 	On or before Nov. 30, 2022
	Add the Mid-Canada RV & Marine Sale logo and link to your website. Like us and share our Facebook page and Instagram.	Today
	Submitted copy of your existing Third-Party Liability Insurance Additional Insured listed as: RVDAMB or MMPDA, 503-386 Broadway, Winnipeg, MB R3C 3R6 AND RBC Convention Centre Winnipeg, 375 York Avenue, Winnipeg, MB R3C 3J3 OR Please click here to purchase your exhibitor insurance for Manitoba RV Show 2021	On or before Jan. 10, 2023
	Order electrical, table, carpet, chairs, etc. (Information will be coming in your exhibitor kit).	On or before Jan. 10, 2023

Returning Booth Space Exhibitors:

Applications and deposits must be submitted before November 30, 2022 to secure your booth space. As this show does sell out early, I suggest that you don't hesitate and send it in today. If you have any questions, please contact me by phone or email. My job is to help you make this a successful and profitable show for your business or organization. If there is anything you need, just ask.

Michelle Penner

Show Manager

Email: showmanager@manitobarvshow.com

Direct Line: 204-975-8202

Cell: 204-995-3018



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APPLICATION FOR BOOTH EXHIBIT SPACE THIS IS HOW YOU WILL BE LISTED IN ALL MEDIA

Company Name: _____

Address: _____

Contact person: _____ Phone: _____ Fax: _____

E-Mail: _____ Website: _____

Exhibiting the following products and/or services: _____

RATE INFORMATION - BOOTH EXHIBIT SPACE (RVDAMB OR MMPDA MEMBERSHIP REQUIRED)

BOOTH EXHIBIT SPACE

1 - 10' X 10' Booth Space - \$1,500

2 to 4 - 10' x 10' Booths - \$1,250 each

Electrical, tables/chairs etc. are not included

Not-for-profits are encouraged to apply.

Limited discounted booths available.

RVDAMB or MMPDA membership required for all RV and/or marine related products and service.

All others are encouraged to join.

I require _____ 10' X 10' Booth(s) @ \$ _____ per booth \$ _____

GST @ 5%: \$ _____

Total Cost: \$ _____

Payment (100% of total cost): \$ _____

Please make cheque payable to **Manitoba RV Show**.

ALL applications must be accompanied by 100% payment.

Manitoba PST #: _____

Ontario PST #: _____

Indicate Preferred Booths: #1 _____ #2 _____ #3 _____

Space assignment will not be made without deposit. Location and space availability are at the discretion of Show Management. Requests for reduction of display space after the initial contract has been approved will be accepted if a written request for the change is received before November 30 subject to approval by the Show Committee. Location of any reduced display space will be at the discretion of Show Management.

Application for the above space is hereby submitted in accordance with the terms and conditions of this application. Upon confirmation of space assignment and acceptance of this application by Recreation Vehicle Dealers Association of Manitoba and the Mid-Canada Marine and Powersport Dealers Association, the undersigned agrees to be bound by the terms and conditions herein as well as those terms and conditions contained in the Exhibit Contract.

Exhibitor Authorized Signature

Title

Date

RV & Marine Sale Authorization



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CONTRACT FOR **BOOTH EXHIBIT SPACE**

AGREEMENT MADE BETWEEN MID-CANADA RV & MARINE SALE, (HEREINAFTER CALLED THE RV & MARINE SALE) **AND**

Company Name: _____

Address: _____

Contact person: _____ Phone: _____ Fax: _____

(Herein after called the Exhibitor), witness: that the RV & Marine Sale, for and in consideration of the payments and agreements on the part of the Exhibitor to be made and performed, hereby grants to the Exhibitor the right to use the exhibit space in the exhibition stated above and designated on show diagrams of said exhibition for the exhibition of the following Products and/or Services:

On the following terms and conditions:

1. The Exhibitor hereby agrees to pay for the right to use said space, the sum of \$ _____.
Paid \$ _____ monies due in full with application on or before November 30, 2022.
2. The Exhibitor agrees that unless this contract is returned, duly signed, by the due date of the initial balance, the RV & Marine Sale is not required to hold the space for the Exhibitor and may relicense it without notice.
3. The use of said space shall be subject to the rules and regulations appearing on the reverse hereof and in the "Exhibitor Information Package" and to all further rules and regulations now or hereafter adopted for the conduct of the RV & Marine Sale, which are hereby, made a part of this agreement and to which the Exhibitor agrees strictly to conform. The Exhibitor further acknowledges the RV & Marine Sale is a party to an occupancy agreement with the RBC Convention Centre Winnipeg pursuant to which the use and occupation of the building by the RV & Marine Sale and all Exhibitors is governed. The Exhibitor agrees to be bound by the terms, conditions, rules, and regulations set forth by such agreement.
4. The Exhibitor shall hold the RV & Marine Sale harmless from any damage, expense, or liability, to or in respect of any person, arising out of the Exhibitor's occupancy of the said licensed space or anything or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees, in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere.
5. The Exhibitor shall arrange Commercial General Liability Insurance with limits of not less than \$2,000,000.00 per occurrence and including a Cross Liability Clause and a thirty (30) Day Notice to the RV & Marine Sale of any cancellation or material change to the policy. The RVDAMB and MMPDA are to be named as an additional insured with respect to all operators arising out of the Exhibitor's participation in the Show. The Exhibitor is required to deliver to the RV & Marine Sale a certificate evidencing such insurance not less than thirty (30) days prior to the commencement of the Show.
6. If the Exhibitor fails to make payment at the time appointed herein or cancels within ninety (90) days prior to the first day of the RV & Marine Sale, the Exhibitor agrees that all of its rights to the space rented shall cease and terminate, the space may be rented to another Exhibitor, and the Exhibitor shall continue to remain liable to RV & Marine Sale for the full payment of all monies payable under the contract. In addition, the Exhibitor specifically waives any right to seek performance of the space rental contract, and to claim for consequential loss or damage as a result thereof.
7. This license may be terminated by the RV & Marine Sale at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the RV & Marine Sale as liquidated damages for such breach, and the RV & Marine Sale may thereupon relicense said space.
8. In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions and rules shall be read as if the said illegal or unenforceable term, condition or rule is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision.
9. The Exhibitor shall not assign this license or sublet or license the whole or any part of the space hereby contracted for without the prior written permission of the RV & Marine Sale.
10. There is no representation, warranty or condition made by or binding upon the RV & Marine Sale affecting the subject matter of this Agreement or the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the RV & Marine Sale. Nothing herein shall be construed as constituting the Exhibitor and the RV & Marine Sale partners; joint ventures from it will be subject to these Rules and Regulations.
11. The Exhibitor has read and understands the Rules and Regulations and understands that the Exhibitor will be subject to these Rules and Regulations.
12. The RV & Marine Sale reserves the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract.
13. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Manitoba law.
14. SEE "RV & MARINE SALE TERMS, RULES AND REGULATIONS" ATTACHED

Authorized Signature

Date

RV & Marine Sale Authorized Signature



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RV & MARINE SALE TERMS, RULES, AND REGULATIONS

Rules and Regulations related to the allocation of space and the installation, construction and character of exhibits, are those adopted by RV & Marine Sale Committee. These rules and the regulations of the RBC Convention Centre Winnipeg can be clarified by contacting RV & Marine Sale Management. Corrections and/or clarifications made by RV & Marine Sale are a binding part of the Exhibitor contract.

ADMISSIBLE EXHIBITS

- a) RV Bulk Dealers agrees to display 50% new and 50% 2022 RVs and RV related products except in areas so designated. Marine Bulk Dealers agrees to display up to one model year non-current (2022 & newer) and like new demos (no fuel) and Marine related products except in areas so designated. (Exceptions for feature purposes must be specified in writing from Show Management) and shall confine its exhibit, activities, and operations to the licensed space. Without limiting the foregoing, the Exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties. No product may be displayed without the endorsement of the manufacturer.
- b) Price and Specification signs must be no larger 20" x 30" and appear to be professionally produced.
- c) Use of the space shall be strictly restricted to the Exhibitor and the Exhibitor shall not assign, either in part or in whole, otherwise permit the participation of any third party in any activities, undertakings or displays in the licensed space without the prior express written consent of the RV & Marine Sale. In the event of the failure of the Exhibitor to utilize all its space to the satisfaction of the RV & Marine Sale, it may at any time after the opening hour of the show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the overall benefit of the RV & Marine Sale.
- d) The RV & Marine Sale reserves the right to reject or prohibit exhibits, or parts of exhibits, which may be of a disruptive, objectionable, or inappropriate nature, as interpreted by Show Management, or to relocate exhibits when in Show Management's opinion such moves are necessary to maintain the quality, character or traffic flow of the Show.
- e) The Exhibitor agrees that all equipment, materials, and devices, including without limitation radio, television, moving pictures, sound and visual aids will be operated in such a manner and location as to cause no inconvenience to other Exhibitors or to the public. Sound will be kept at a level to reach the immediate vicinity of the Exhibitors area only, and the RV Show reserves the right to remove or discontinue use of anything contravening these regulations.
- f) Exhibitors cannot display RV or Marine whole goods unless that Exhibitor is a full member of RVDAMB or MMPDA.
- g) Associate Members can buy bulk space, if and when available, but cannot display any RV or Marine whole goods that are not handled by a dealer on the floor.

LATE ARRIVALS

Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management or, if no alternative is available, may forfeit their show participation rights.

STAFFING OF EXHIBITS

- a) Exhibits must be staffed during all show hours.

PAYMENT FOR SPACE

- a) Exhibitors must have all RV & Marine Sale accounts paid in full before they are allowed to move into the show. All other accounts with RVDAMB or MMPDA must be current.

CANCELLATIONS AND CUTBACKS

- a) This contract may only be cancelled by either party, providing notice in writing is received by the other party on or before November 30, 2022. In which event no party shall have any further obligation to the other. The Exhibitor will forfeit early booking discount deposit.
- b) Should the Exhibitor wish to reduce the total amount of space contracted for, any remaining funds will be refunded if RV & Marine Sale receives written notice before November 30, 2022. No refunds will be made beyond that date. If applicable, refund cheques will be mailed after the show's conclusion.
- c) For all Exhibitors requesting space reduction, the RV & Marine Sale reserves the right to relocate the exhibit or reconfigure it as determined by the Show Management.

SALE OF MERCHANDISE

- a) Show Management reserves the right to limit over-the-counter sale of products for delivery at the show to designated areas.
- b) It is the responsibility of the Exhibitor to register for, collect, and report appropriate sales taxes.



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- c) Sales receipts should be given for merchandise being sold over the counter during the show. This will avoid embarrassment while providing some security against thefts.
- d) There will be an extra charge to Exhibitors selling non-RV or Marine related goods and services. This charge will be equal to whatever surcharge is levied by the RBC Convention Centre Winnipeg.

REMOVAL OF GOODS

- a) Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the show without prior written permission of the RV & Marine Sale.
- b) The Exhibitor will cause all exhibits, equipment, and display material to be removed from the show premises on the date and time specified as "Exhibit Removal deadline in Exhibitor Information Package. The RV & Marine Sale shall be entitled to remove all exhibits, equipment, and appurtenances of the Exhibitor to any place of storage in the event of the Exhibitors failure to remove same by such deadline. The Exhibitor shall bear all costs of such removal or storage and the Exhibitor shall be liable for all additional charges or damages assessed against RV & Marine Sale for or by reason of all such property left on the show premises or other environs after such deadline.

SAFETY REGULATIONS

All decorations must be flame-proof and pass inspection by all designated authorities. Electrical and gas equipment used or exhibited must conform to the requirements of all electrical, gas and fire regulatory authorities, and/or any other Federal, Provincial or Municipal authority, board or commission having due jurisdiction at the RBC Convention Centre Winnipeg.

RISK

All property used or exhibited is at the sole risk of the Exhibitor, and the RV & Marine Sale will not assume any responsibility for the safety of exhibits against theft, robbery, fire, accidents or for any matter of thing whatsoever, or for bodily injury or damage to property caused by the operations of the Exhibitor. The Exhibitor understands and agrees that the RV & Marine Sale shall assume no responsibility for representations or warranties given by the Exhibitor to the public in regard to its products or services, or for transactions or contracts between the Exhibitor and the public, or from any losses or damages arising there from.

PREVENTION OR INTERRUPTION OF USE OF PREMISES

The RV & Marine Sale reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. In the event the Show is cancelled because of reasons beyond the control of RV & Marine Sale, space rental fees or deposits already made will be returned to Exhibitors on a prorata basis, after all related expenses incurred by RV & Marine Sale through the date of cancellation have been met, and RV & Marine Sale shall be released from any and all claims for damage which might arise in consequence thereof.

COPYRIGHTS

Exhibitor hereby assumes all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' incorporation or use during the Show or any music, written material, dramatic lights, inventions, or devices that are subject to any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor agrees to indemnify, defend, and hold harmless the Recreation Vehicle Dealers Association of Manitoba, Mid-Canada Marine and Powerboat Dealers Association, and their directors, officers and employees from any claims, damages, costs, or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

LABOUR AGREEMENTS

The Exhibitor agrees to observe all union contracts and Labour relations agreements between RV & Marine Sale, official contractor serving companies and the building in which the show will take place and the Labour laws of the jurisdiction in which the building is located.

AMENDMENTS

- a) The RV & Marine Sale shall have full power in the interpretation and enforcement of all Rules and Regulations contained herein and the power to make such amendments thereto and such further rules and regulations governing participation in the Show, as it shall deem necessary for the proper conduct of said Show.
- b) By the execution of this contract the Exhibitor acknowledges that the provisions of the Exhibitor Information Package are binding upon it. In the event the Exhibitor has not received the said Exhibitor Information Package prior to one (1) week before the commencement of the Show it is required to contact the RV & Marine Sale office to make arrangements to obtain copy of same.
- c) All Bulk Exhibitors who intend to participate in the RV & Marine Sale agree not to participate or display in any event outside their primary place of business 30 days prior to the opening day of the RV & Marine Sale, without written consent from the RVDAMB or MMPDA. Any violation of this, will be reviewed by the Boards of the RVDAMB and MMPDA and may result in non-acceptance of future applications to exhibit at any future shows.
- d) Virus Guarantee
 - a. **Exhibitor wishes to withdraw application:**
No refunds after November 30, 2022.
- e) All exhibitors are required to abide by all rules and regulations related to VIRUS and or COVID-19 set out by provincial health departments, facility and show management.
- f) The RBC Convention Centre is a public location where people are present. This provides an inherent risk of exposure to corona viruses. The RBC Convention Centre, the RVDAMB, and the MMPDA cannot guarantee that the Exhibitor or their staff will not be exposed during this event.



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TERMS & CONDITIONS

APPLICATION FOR DISPLAY SPACE

The information requested on the application form must be provided in full. Without being liable to any damages the RV & Marine Sale (owned by the RVDAMB and MMPDA) will have the right to refuse any goods or services or have goods or services removed from the show forthwith, which have not been mentioned on the application form.

No right to allocation of display space may be derived from this application. In special cases, the RV & Marine Sale may decide not to confirm an application, to allocate less space than has been applied for, to alter space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

CANCELLATIONS

The RV & Marine Sale reserves the right at all times to change the dates of the exhibition or to cancel the exhibition altogether in cases of circumstances beyond their control without a participant having the right to compensation for any damage. The RV & Marine Sale may comply with a request to cancel an application subject to a \$100 handling charge and the following conditions:

- Exhibitor will forfeit application deposit.
- All other monies received will be returned if a written request for cancellation is prior to November 30, 2022.
- Requests for reduction of display space after initial contract has been approved will be accepted if a written request for the change is received before November 30, 2022. Location of any reduced display space will be at the discretion of Show Management.
- All requests for cancellation must be received in writing to be eligible for refund.
- Location and space availability may alter due to restraints imposed by the RBC Convention Centre Winnipeg.

TERMS OF PAYMENT

Unless otherwise stipulated in the space contract, payments for booth space shall be as follows:

- Payment in full prior to November 30, 2022.

LATE PAYMENT OF BALANCES

If a participant does not meet his financial obligations, the RV & Marine Sale will be entitled not to proceed with the allocation of space, or to withdraw an existing allocation of space or not to make space available, without prejudice to the RV & Marine Sale claim for full payment of the amounts due.

LIABILITY

Goods exhibited shall be at the risk of the participant. The RV & Marine Sale does not undertake the insurance of the goods. The participant or his staff cannot hold the RV & Marine Sale liable for any damage from whatever cause; to goods or persons caused by the use of the exhibit space. The participant shall indemnify the organizers against all claims by third parties on this account. The participants will be liable for and will be required to be insured against any damage whatever caused by fault of default on his part or by personnel or by his entries in any way whatsoever to goods and/or persons working with or upon instructions of the RV & Marine Sale against any claims which others might possibly enforce.

COPYRIGHTS

Participant assumes all costs and expenses arising from the participant's or participant's agents' or employees' incorporation or use during the Show of any music, written material, dramatic rights, inventions, or devices that are subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Participant agrees to indemnify, defend, and hold harmless RVDAMB and its directors, officers and employees from any claims, damages, costs or expenses, including legal fees, which might arise out of or in connection with such incorporation or use.

AMENDMENTS

The Show Management shall have full power in the interpretation and enforcement of all terms, rules and regulations and any further stipulations considered necessary for the proper conduct of the show.

Participant agrees to comply with such terms, rules, and regulations. Participant's failure to comply with such terms, rules and regulations shall entitle RV & Marine Sale to terminate their obligations under the contract.

Participant agrees to comply with all pertinent laws, codes, and regulations of municipal or other authorities, which affect show space. No space may be sublet without the express written permission of Show Management.

Location and space availability are totally the prerogative of Show Management.