

Security Canada

INTERNATIONAL SECURITY CONFERENCE & EXPOSITION

SECURITY CANADA CENTRAL

Toronto Congress Centre
Toronto, Ontario

October 20 - 21, 2010

**INVOICE & CONTRACT for EXPOSITION (The "Trade Show Contract")
between the Canadian Security Association ("CANASA") and the
Exhibitor described below (the "Company").**

COMPANY _____ My Company is a CANASA member YES NO

STREET _____ CITY _____

PROVINCE/STATE _____ POSTAL CODE/ZIP _____ COUNTRY _____

SHOW CO-ORDINATOR* _____ TITLE _____

PHONE _____ FAX _____

E-MAIL* _____ WEB _____

*All exhibitor info is sent via e-mail to the show co-ordinator.

Location: I would like _____ booth(s) Please indicate booth # preference 1. _____ 2. _____ 3. _____

Products & Services: I plan to exhibit: _____

Competitors: From whom you desire separation: _____

Note: We will do our best to fulfill your request, but cannot guarantee separation.

Exhibit Booth space rental must be paid in full before the Company is permitted to install its display. The Company acknowledges having read the Exposition Rules and Regulations contained in this brochure, the Exhibitor's Manual and the Health & Safety Policy as posted on the Security Canada website, all of which are incorporated by reference herein and form part of this Trade Show Contract. The Company agrees to be bound by all of the above and to ensure that its employees, agents, and assigns also act in accordance with the above.

A. Investment: Based on a 10' x 10' booth.

(All single and in-line booth back walls are restricted to 8 ft. in height. No part of the structural display at its full 8 ft. height may extend out more than 5 ft. from the back wall at that height.)

CANASA Member Non-Member

1. Preferred pricing ONLY for last year's exhibitors (in effect until January 31, 2010)	\$2,690	\$3,090
2. Before June 30, 2010	\$2,990	\$3,390
3. After June 30, 2010	\$3,290	\$3,690

*All prices in Canadian dollars. U.S. Exhibitors please use the daily conversion rate if paying by U.S. cheque.

B. Administrative surcharge for subletting: \$500 per company

Surcharge applicable only if more than one company is sharing a booth.

(Note: A separate contract must be completed for every company that sublets from you.)

C. Premium for front booth positioning: \$900 per company

(See shaded area of floor plan) Applies only to booths in the front row

D. TAX: Tax is applied to the total cost of A+B+C

If the commitment is made, and the total booth balance is paid in full, by April 30, 2010, GST of 5% will be charged. If the commitment is made or the total booth balance is paid after April 30th, 2010, 13% HST will be applied.

GST/HST #R121787402

Cheques, Direct Deposit, VISA, Mastercard or AMEX accepted

A. _____

B. _____

\$ _____

SUBTOTAL A + B

C. _____

\$ _____

SUBTOTAL A + B + C

D. TAX \$ _____

\$ _____

TOTAL

Deposit \$ _____

\$ _____

BALANCE OWING

Reserve by February 26, 2010 with a 10% deposit.
After March 1, 2010 reservations require a 50% deposit.
Contracts will **NOT** be processed without deposit amount.
All booth balances are due by July 3, 2010.

VISA MASTERCARD AMERICAN EXPRESS

Account # _____ Exp. _____

Cardholder Name _____

Signature _____

I authorize CANASA to debit my credit card for the TOTAL dollar amount shown above.

CANASA

610 Alden Road, Unit #100
Markham, ON L3R 9Z1
Tel: (905) 513-0622
Toll Free: 1-800-538-9919
Fax: (905) 513-0624
www.canasa.org

Please make cheques payable to CANASA. This is your invoice. Additional invoices will not be issued.

Exposition Rules and Regulations

The basic concept of the Security Canada Conference(s) and Exposition(s) [the "Show(s)"] is to make exhibit areas open, accessible and visually appealing to attendees. The floor plans have been designed so that all exhibit booth spaces will be convenient and equally visible to attendees. The following Exposition Rules and Regulations will apply in order to provide each Exhibitor the opportunity to make effective use of this space without infringing the rights of other Exhibitors. For the purposes of this Trade Show Contract, the Exhibitor is one and the same as the Company.

1. Management. In these rules and regulations, "Show Management" shall mean the Canadian Security Association ("CANASA"), its Board of Directors, officers, employees, agents, successors, assigns, and any persons appointed, delegated, or hired by CANASA to manage any or all aspects of the Security Canada conferences or expositions.
2. Payment Terms. The Trade Show Contract must be paid in full before any Exhibitor is permitted to install its display. If full payment is not made by the Payment Deadline Date indicated on the front page hereof, the Company will be deemed to have abandoned its exhibit booth space and will forfeit (i.e., lose) any deposit(s).
3. The actual occupancy of the exhibit booth space rented by the Company is 'of the essence' in this Trade Show Contract, and if the Company does not occupy such space, the Show Management (defined below) is authorized to occupy such space or cause it to be occupied as the Show Management, at its sole discretion, deems best, without releasing the Company from any liability hereunder.
4. Eligible Exhibits. Exhibits will be limited to those companies or other entities offering materials, products or services of specific interest to registrants. Show Management reserves the right to determine the eligibility of any product for display. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with these rules and regulations.

5. Limitation of Liability. The Company agrees to indemnify and hold harmless the Show Management, CANASA, exhibition hall facility (the "facility"), and city in which this exhibition is being held, and their officers, directors, agents, employees, successors, and assigns, against all claims, losses, suits, damages, judgments, expenses and costs and charges of every kind resulting from its occupancy of the exhibit booth space herein contracted for, by reason of personal injuries, death, property damage, loss, or any other cause sustained by the Company, its officers, directors, agents, employees, and subletting tenants, and all third parties.

The Show Management shall not be responsible for loss or damage to displays, lights, goods, equipment or machinery belonging to Exhibitors, whether resulting from criminal or terrorist acts, strikes, fire, floods, storms, acts of God, air conditioning or heating failure, theft, pilferage, mischief, mysterious disappearance, bomb threats or any other causes. All items brought to the exhibition are displayed at Exhibitor's own risk, and should be safeguarded by the Company at all times.

The Company also agrees that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this Trade Show Contract or from negligence, active or otherwise, strict liability, violation of any applicable laws or any other alleged fault on the part of Show Management. In no event shall Show Management be responsible for any claim for punitive, exemplary or aggravated damages, damages for loss of profits or revenue, indirect, consequential or special damages of any kind or any damages whatsoever relating to the loss of, or loss of use of, displays, lights, goods, equipment or machinery belonging to Exhibitors.

The Company further agrees that Show Management shall not be responsible in the event of any errors or omissions in the listings in the Exhibitors' Official Directory and in any promotional material.

The Company agrees to indemnify Show Management against, and hold it harmless for, any claims and for all damages, costs, and expenses, including without limitation, reasonable lawyers fees (on a substantial indemnity/solicitor-client basis) and amounts paid in settlement incurred in connection with such claims arising out of the acts (whether intentional or accidental) or negligence of the Exhibitor, its officers, directors, employees, agents, assigns, successors, contractors, subcontractors, and those for whom at the law the Exhibitor is responsible.

6. General Rules. The Exhibitor agrees to abide by all rules and regulations adopted by Show Management in the best interests of the Show and agrees that Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show. Show Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel Exhibitors or their personnel if, in the opinion of Show Management, their conduct or presentation is objectionable to Show Management, other Show participants or to the public.
7. Primary Exhibitors. Space shall be contracted and paid for only by the Company making application and occupying assigned space according to company name shown on contract. Only the Company name shown on contract will appear in printed material relating to the show - including promotions, signage and name badges.
8. Subletting of Space. Space contracted by the Exhibitor shall not be sublet nor shared with non-Exhibitors without the prior written permission of Show Management.
9. Premium Booth Space. Premium prices may be applied to preferred locations and specialized booth space.
10. Booth Representatives. Both representatives shall be restricted to Exhibitor's employees and their authorized representatives. All booths must be staffed by the Exhibitor during all open show hours.
11. Exhibitor Conduct. Retail sales are absolutely prohibited during the course of the show. Infraction of this rule will result in the closure of your exhibit. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within their booth. The distribution of any articles that interfere with the activities or obstruct access to neighboring booths, or that impedes aisles, is prohibited. No article containing any product other than the product or materials made or processed or used or sold by Exhibitor in their products or service may be distributed except by written permission of Show Management.
12. Exhibit Space Allocation. Booth space will be assigned by Show Management in consideration of the following: a) Membership in CANASA, b) number of booths requested, c) prior history of exhibiting, and d) date application with deposit is received by CANASA.
13. Installation and dismantling of exhibits. The Exhibitor agrees to have his exhibit set up and staffed in time for the opening of the Show. The Exhibitor shall not remove any part of his display or product until the Show is officially closed and failure to comply, without the express written consent of Show Management, will result in a fine of \$500.00 being imposed, which will be invoiced after the show, and immediately payable. In addition, removal without consent may result in the loss of future exhibition privileges. The Exhibitor also agrees to remove his exhibit and equipment from the Show facility by the final move-out time limit or, in the event of failure to do so, the Exhibitor shall be responsible for any additional costs incurred.

14. Fire Regulations. Fire-retardant materials must be used. No inflammable fluids or substances may be used or shown in booths. No fire exits are to be blocked, and access to fire protection equipment including sprinkler control valves, fire hose stations, portable extinguishers, and fire alarm stations must not be restricted.
15. Electrical. All operating electrical equipment used in the exhibit must have CSA or equivalent provincial power authority approval.
16. Insurance. The Exhibitor is responsible for the placement and cost of (general and third party liability) insurance related to its participation in the Show. In addition, should the Exhibitor contract for services with "Non-official Show Contractors", said Contractors must also provide proof of (general and third party liability) insurance as well as provide evidence of compliance with provincial requirements with respect to workers' compensation insurance prior to being permitted entry to the facility.
17. Liability & Damage to Property. Neither Show Management nor the facility will be responsible for loss or damage to displays while at the Show, or while being brought into or out of the Show facility. In all cases, the Exhibitor will assume responsibility for damage, howsoever caused, to property, accidents and/or injuries to Exhibitors or employees. All space is leased subject to the facility rules and regulations, and those outlined in the Exhibitor's Manual.
18. Lotteries/Contests. Exhibitors shall not operate draws or lotteries without the express written permission of Show Management. If permitted, the obligation is on the Exhibitor to ensure that it adheres to the applicable laws governing draws and/or lotteries. Show Management reserves the right to ban objectionable premiums and novelties and to prevent the sale or distribution of any articles or products which it believes might endanger the health and safety of those attending the Show.
19. Demonstrations. Aisles must not be obstructed at any time. Demonstrations must be conducted within the aisle line of the exhibit space. If several spectators are expected to congregate at one time, space must be left within each exhibit area in which an audience may gather. Should spectators interfere with normal traffic flow in the aisle or overflow into the aisle, Show Management reserves the right to request that such presentations be limited or discontinued.
20. Sound Levels. The noise level of any demonstrations or sound systems or equipment must be kept to a minimum in order not to interfere with others. Show Management reserves the right to determine the sound level at which the noise interferes with others and may require the Exhibitor to discontinue.
21. Food & Beverages. Exhibitors are not permitted to serve food or beverages in their exhibit area unless expressly permitted in writing by Show Management.
22. Hospitality Suites, Exhibitor Functions. Show Management requires that Exhibitors limit hospitality suites, social functions and off-floor seminars to times not in conflict with any CANASA functions as listed in the Show Guide. In addition, Exhibitor agrees to not remove attendees from the Show floor area during regular Show hours.
23. Admission. Show Management shall have sole control over admission policies at all times.
24. Cancellation. This Trade Show Contract may be cancelled by either party upon giving written notice at least 90 days prior to the first day of the Show. If Show Management cancels, it will refund all monies paid by the Exhibitor unless said cancellation was caused by the Exhibitor's failure to pay the amounts due and owing in accordance with the Payment Schedule, in which case Show Management will impose a cancellation fee equal to 10% of the contracted space costs. If it is the Exhibitor who has canceled, then the Exhibitor shall pay an amount equal to 10% of the contracted space costs to Show Management, which cancellation fee may be deducted from any deposit held by Show Management. If the Exhibitor cancels between 60 and 90 days prior to the Show, then it will be liable for 20% of the contracted space costs; if cancellation is done less than 60 days prior to the Show, no refund will be given. The parties hereto agree that the aforementioned cancellation fee is not a penalty but a genuine pre-estimate of damages. Cancellation of this Trade Show Contract, means that the Exhibitor forfeits all rights or claims to the allocated space and Show Management is free to rent it to others and collect the cost of the space as damages. Show Management reserves the right at its sole discretion to change the date or dates upon which the Show is held and shall not be liable for damages or otherwise by reason of such change. In addition, Show Management shall not be liable in damage or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of criminal or terrorist acts, acts of God, fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Show Management. In the event that the exhibit space to be used by the Exhibitor should in any way be rendered unusable, the Exhibitor shall pay for such space only for the period during which it was or could have been used as determined within the sole discretion of Show Management.
25. Exceptions. While exceptions to these rules and regulations are not anticipated or encouraged, any such requests must be submitted to Show Management in writing at least 60 days prior to the Trade Show. Show Management will rule on such requests and respond in writing no later than 20 days after receipt of the request.
26. Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Show Management. The Show Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the said Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.
27. Health and Safety Policy. A Health and Safety Policy Agreement, obtained from the Security Canada website, must be signed by an authorized representative of the Company and returned to Show Management along with a signed copy of the Trade Show Contract. The Company agrees to comply with all applicable sections of the Occupational Health & Safety Act, which among other things requires that the Company, its employees and contractors, take all reasonable steps and precautions to protect the health and ensure the safety of all persons involved in the Show.
28. Exhibit Guidelines. All single and in-line booth back walls are restricted to 8 ft. in height and the dividers between the booths to 3 ft. in height. No part of the structural display at its full 8 ft. height may extend out more than 5 ft. from the back wall at that height.

All sides and surfaces of exhibit (booth and signs), which are exposed to a view, must be properly finished and decorated. Failure to provide a finished surface may result in a charge to mask off the surface.
29. Photography. No photographs or video may be shot on the show floor without written permission of show management. Show management reserves the right to confiscate or delete images taken without permission and to ban the responsible parties from the show floor.