# HITEC. TORONTO

Produced by HFTP -

## **EXHIBITS AND SPONSORSHIP INFORMATION**

Metro Toronto Convention Center, Toronto, Ont. Canada - June 26-29, 2023

# Exhibit Space Contract Terms and Conditions Exhibit Display Rules and Regulations

Produced by Hospitality Financial and Technology Professionals

Hospitality Financial and Technology Professionals and its authorized representatives are hereinafter referred to as "Show Management."

Clause updated for HITEC Toronto 2023.

### 1) Contract for Exhibit Space.

This Contract for Exhibit Space will be effective only upon its acceptance by Show Management and after it has been signed by the Exhibitor and returned to Show Management, whether via PDF contract or via the HITEC Toronto Online Booth Rental Portal.

### 2) Booth Reservation and Payment Policy.

All booth rentals are required to pay a non-refundable deposit in the amount of 30% of the total rental cost due net 30 from contract signing. 50% of the total booth fee will be due no later than December 1, 2022. All rentals made after March 31, 2023, will require full payment (100%) at the time of rental (Net 15 for checks or wire transfer payments). The Association will provide the Exhibitor with an invoice showing the amount due and payment deadline following the co-execution of this contract. Exhibitors will be required to submit payment according to the following cumulative payment schedule below:

Amount Due	Due By
30% of Total Booth Fee (Non-Refundable Deposit)	Net 30 from Contract Signing
50% of Total Booth Fee	December 1, 2022
100% of Total Booth Fee (Full Payment)	March 31, 2023

Any payment to the Association on or after March 31, 2023, must be made by credit card or be in the form of a cashier's check, money order, or other form suitable to the Association and agreed to in writing. There will be a \$50 fee for any checks returned by bank due to insufficient funds.

If exhibit space is not paid in full by the required due date, the Association reserves the right to relocate or cancel space and retain the amount paid as liquidated damages. All outstanding balances due HFTP for advertising, sponsorships, meeting space, etc., must be paid in full prior to exhibit installation. All sums due under this contract are payable to HFTP in US Dollars at its office in Austin, Texas. The parties agree that the obligations and undertakings of the parties are performable in Toronto, ONT, Canada.

### Deferred Funds

Exhibiting companies with available deferred funds exceeding the total cost of HITEC Toronto rental fees will have the opportunity to apply remaining balances to HFTP membership, other HFTP produced events, HFTP advertising opportunities, or HITEC Toronto sponsorships. Refunds will not be provided for companies with available funds which exceed the amount owed at the time of rental. If the total amount of HITEC Toronto exhibit fees is greater than the amount of available transferred funds, the Exhibitor will be expected to pay the balance owed In the amount of and according to the payment deadlines as described above.

### **Corporate Allied Sponsor Discount**

The Corporate Allied Sponsor (CAS) membership program introduced in 2019 allows participating companies in good standing with HFTP the opportunity to receive discounts on exhibiting and sponsorship opportunities, per the benefits of the program. Currently enrolled CAS companies will receive a discount of \$400 USD per 10'x10' (100 sq ft) space purchased. Benefits of CAS membership are non- transferrable to subsidiaries and partner affiliates of enrolled Corporate Allied Sponsor companies. Exhibiting and sponsorship discounts can only be applied to the primary organization enrolled in the CAS program.

#### 3) Exhibit Fees.

Exhibit fee includes exhibit space with side and back drapes, standard sign with company name and booth number, two (2) complimentary Exhibitor badges per 10'x10' (100 square feet) space purchased, company listing in the HITEC Toronto mobile app and Interactive Online Floor Plan (if Exhibitor meets deadline and exhibit space is paid in full), advance and final attendee registration lists, and general show security.

Booth carpet, furnishings, electricity, internet, and other Exhibitor services are not included in the exhibit fee. **Booth space must be** carpeted or covered at the cost of the Exhibitor. Exhibitor is responsible for all costs associated with carpet, furnishings, and other ancillary services.

Halls F & G of the exhibit space in Toronto are carpeted. Exhibitors reserving inline booth space in either of these halls will have the option, not the requirement to order carpet. Note: Island booths will be required to carpet their booth.

### 4) Cancellation Policy.

Show Management has determined a **non-refundable deposit of 30%** of the total booth fee as a reasonable and just amount of liquidated damages for cancellations at any stage in the event cycle. The non-refundable deposit will not be returned in any case of event cancellation, postponement, or Exhibitor cancellation.

In addition to the non-refundable deposit, it is agreed that the following sums will be reasonable and just liquidated damages for cancellations of exhibit space with respect to the following dates:

#### December 1, 2022 - March 31, 2023: 50% of the total booth fee for released booths will be retained by HFTP.

#### After March 31, 2023: 100% of the total booth fee for released booths will be retained by HFTP.

All cancellations must be submitted in writing to Show Management and will be effective immediately upon receipt. Booth space shall be considered cancelled as of the date written notice is received in the HFTP office. Upon cancellation of exhibit space, Exhibitor has no rights to the canceled space and HFTP will release it for sale without obligation for refund to the Exhibitor except as noted above.

Monies forfeited due to cancellation of space cannot be applied to future events, registration fees, memberships, or other services, unless express permission is offered by the Association. Exhibitors that cancel their exhibit space but want to attend HITEC must register as an attendee and pay the appropriate registration fee.

A reduction of exhibit space will be considered a cancellation and will be governed by the same policies as cancellations. Reduction of space may result in relocation.

- Penalties: Exhibit space contracted during priority selection is prime space. Therefore,
- One (1) priority point will be deducted from the Exhibitor's priority point status

### 5) Exhibitor Personnel Badges

Each contracted Exhibiting company receives two (2) complimentary full-conference Exhibitor personnel badges per 10'x10' (100 square feet) of space purchased. Complimentary badges are only to be used for registering and providing show access to official personnel of the Exhibiting company. Full Conference Exhibitor Personnel Badges include entry to the HITEC Toronto Exhibit Hall, HITEC Toronto Headliner sessions, Education Sessions, Technology Showcases, Exhibitor Tutorials, and the Opening Party. Additional Exhibitor Personnel badges are available for purchase at an additional cost to the Exhibitor.

HITEC Exhibit Booth Personnel badges will reflect the company name of the account that the booth was purchased by/under.

HFTP (Show Management) has a zero- tolerance policy for badge swapping. Those found swapping badges or wearing a badge that does not match their photo identification will have the badge confiscated and will be escorted from the premises. The exhibiting company will be penalized the priority points they were to accrue for the meeting.

Badges are non-transferrable. Lending and/or sharing of badges is prohibited. Badges must not be altered, added to, or defaced in any manner.

Representatives registering on-site will be required to show proof of employment with the exhibiting company when requesting badges. Individuals requesting badges on-site who do not have proper authorization to receive a badge will be asked to wait at the registration desk until a representative of the exhibiting company has been contacted for authorization.

Booths must be staffed during official exhibit hours. Individuals staffing the booth must register and wear the official HITEC Toronto badge bearing only the name of the exhibiting firm as designated on the Contract for Exhibit Space and must be tastefully dressed.

If an exhibiting company fails to show-up and set-up their booth space, Exhibitor badges will be withheld. Badges will not be prepared for companies who fail to set-up their booth space and/or do not meet the pre-planning booth requirements.

The exhibiting company is responsible for the actions of its representatives. Misuse of the Exhibitor Personnel Badge system may result in the expulsion of the Exhibitor from the exhibit hall and is considered a violation of the HITEC Toronto Rules and Regulations.

### 6) Selection of Exhibit Space.

Exhibit space is sold on a priority points system and on a first- come, first-served basis after all Exhibitors with priority have had the opportunity to select exhibit space. Selection of exhibit space is under the direction of Show Management. Previous HITEC Exhibitors are given the opportunity to select space for HITEC Toronto based on their priority status. Upon completion of all scheduled priority appointments, any unsold space is available for sale on a first-come, first-served basis.

### 7) Priority Points

The Hospitality Industry Technology Exposition and Conference (HITEC), produced by HFTP, utilizes a Priority point system to manage Exhibit Sales for its HITEC North America events. Participating Exhibitors are given the opportunity to select space for the following year's HITEC North America event based on their priority point status. Priority selection appointments are assigned first on order of priority status, then alphabetically within each point bracket. Priority Selection companies may select one booth at their appointment date/time based on their priority point status. Upon completion of all scheduled priority appointments, any unsold space is available for sale on a first-come, first-served basis. The circumstances whereby an exhibiting firm can earn or lose priority points are listed below.

### Accrual:

- 1. Priority points are determined by the number of years an organization has exhibited at HITEC North America.
- **2.** One (1) priority point is earned for every year of exhibiting at HITEC North America.
- 3. Booth size is not considered in priority point accrual.

### Point Transfer - Any other circumstances not specifically covered will be ruled on by Show Management:

- Priority status may not be transferred to acquired or created subsidiaries if exhibiting as separate entities.
- Companies merged under a Priority Selection company may later select a booth and exhibit separately under a merged company's name once Priority Selection Appointments have ended during Priority Sales and prior to General Booth sales.
- The priority belonging to a firm which is purchased outright by another firm remains with the business entity.
- A firm that sells a division or branch of its company and stays in business retains that priority. The portion of the firm which was sold does not have priority.
- If a firm that is owned by a partnership dissolves the partnership, the partner who retains the original business entity will retain the priority. The partner who left will also retain the priority if he/she forms another company and exhibits at the next exposition.
- A firm that changes its name but does not change ownership retains the priority.

#### Priority points can be deducted for the following reasons:

- One (1) point deducted for failing to pay the booth deposit or within 30 days of rental.
- One (1) point deducted for failing to pay their balance by June 18, 2023.
- Booth Cancellation or Downsize: Exhibit space contracted during priority selection is prime space therefore, one (1) priority point will be deducted from the Exhibitor's point status. Exhibit space cancellations and reductions must be submitted in writing to HFTP.
- All accumulated priority points will be deducted for any company failing to exhibit for two consecutive years, unless one of the non-participating years was 2020 and/or 2021.
- All accumulated priority points will be deducted from exhibiting firms who initiate breakdown or removal of exhibit material prior to the
  official close of the exposition.
- All accumulated priority points will be deducted from exhibiting firms who fail to exhibit in their booth (no-show).

#### 8) Use of Exhibit Space.

Exhibit space is assigned with the express understanding that it is to be used solely for the display of the Exhibitors technology-based products and services that the Exhibitor holds out for sale to the hospitality industry. Show Management reserves the right to determine the eligibility of any company or product for inclusion in the exposition.

A company may select exhibit space for its use only. The official sign for the exhibit space and all Exhibitor badges will indicate the name of the company selecting and contracting for the exhibit space.

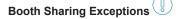
All Exhibitors are required to adhere to all HITEC Toronto Exhibit Display Rules and Regulations pertaining to their booth size as outlined in the H23 Exhibitor Guide. If Show Management determines that an exhibit obstructs the view of or interferes in any way with other exhibits in the area, the Exhibitor will be required to adjust their booth design to conform to the HITEC Toronto Exhibit Display Rules and Regulations in the H23 Exhibitor Guide

If the Exhibitor is unable to comply with the HITEC Toronto rules, the Exhibitor may be instructed to dismantle the exhibit, or the part of the exhibit that does not conform. Based on these circumstances, Show Management will not give refunds to any Exhibitor asked to dismantle their exhibit. As a result, any costs incurred from the adjustments made to the exhibit design will be paid for by the Exhibitor.

### 9) Booth Sharing.

No Exhibitor shall sublet or apportion any of his/her allotted exhibit space with another business or firm, nor permit any other person or party to market, display or present therein any goods or services not manufactured or distributed by the Exhibitor in the regular course of business. Exhibitors are not permitted to feature the names, logos, or advertisements of non-exhibiting firms in their display or exhibit space.

Should an item of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such item shall be limited to the usual and regular nameplate, imprint, or trademark under which such item is sold in the general course of business.



Under some circumstances, Show Management may grant permission for no more than two (2) companies to share space if a technology product or service to be displayed requires a secondary company's participation to properly demonstrate and promote it. If permitted, the space must be an island configuration, 20' x 20' or larger, and secondary company must sign a second contract and pay a booth share fee of \$2,500 USD.

The secondary company may not display any additional technology products and services unless they contract for their own exhibit space.

An Exhibitor with contracted booth space which decides to cancel its booth and join another Exhibiting company's booth under the permissible circumstances for booth sharing will be obligated to pay Show Management the cancellation fee at the prevailing rate at the time of cancellation and the \$2,500 USD booth share fee.

#### 10) Relocation of Exhibit Space.

Show Management reserves the right to move or relocate an Exhibitor's booth at any time for any reason. Should Show Management find the need to relocate an Exhibitor, Show Management will provide the Exhibitor with verbal or written notice of the relocation. If an exhibiting company relocates to another exhibit space, whether by choice or at the request of Show Management, it is the Exhibitor's responsibility to notify service providers (i.e. electrical, internet, general service contractor, etc.) of the new booth location. Consequently, the Exhibitor will be responsible for any relocation fees if utilities and the display are set up in the incorrect location.

### 11) Indemnification and Liability.

It is expressly understood and agreed by accepting these terms, the Exhibitor agrees to make no claim of any kind against Show Management, or any of its members or its employees for any loss, damage to or destruction of goods, or for any injury that may occur to himself/herself or his/her employees while in the convention center, or for any damage of any nature or character whatsoever. The Exhibitor agrees to defend, indemnify, and hold harmless Show Management and Facility, and their parent and subsidiary companies, shareholders, officers, employees, agents and contractors (collectively, the "Indemnified Parties"), against any claim, loss, liability, or damage suffered due to (i) Exhibitor's or any of Exhibitors' Appointed Contractor's construction or maintenance of an unsafe Exhibit related to the Event, and/or (ii) the negligence or misconduct of the Exhibitor or its agents or the Exhibitor's breach of any commitment made hereunder. The Exhibitor must maintain proper insurance coverage for its property and liability as written in the Exhibitor Insurance section of this agreement. Under no circumstances will Show Management will not be liable any lost profits or any incidental, special, indirect, punitive, or consequential damages of Exhibitor. Show Management will not be liable for any Exhibitor property or damages of such caused by theft, damage by fire, water, accident, or other causes. Show Management will do all reasonably in its power to protect the property against such loss and will provide 24-hour general security.

The Facility is not liable to the Exhibitor for any damages to or for the loss or destruction of any exhibit or the property of the Exhibitor by fire or other casualty, whether caused by negligence of the convention center, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by Exhibitor, who agrees to indemnify and hold the convention center harmless from such claims.

#### 12) Exhibitor Insurance.

Exhibitor must obtain the following insurance policies covering its exhibit materials at the conference during the entire event, including move-in and move-out periods. (1) commercial general liability insurance, including broad form contractual liability coverage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit for bodily injury and property damage, at least \$2,000,000 for products-completed operations aggregate, at least \$1,000,000 for personal and advertising injuries and at least \$100,000 for damage to premises rented to you; (2) workers' compensation and employers' liability insurance in accordance with statutory limits; and (3) if Exhibitor will own or operate any motor vehicles at Facility, automobile liability insurance with limits in an amount adequate to cover all of Exhibitor's motor vehicles at the Facility but not less than \$1,000,000. All insurance must be primary and non-contributory to any other insurance coverage and Exhibitor shall obtain a waiver of subrogation on each policy in favor of the additional insured party Hospitality Financial & Technology Professionals (HFTP) and its officers, employees, agents, and assigns must each be named as additional insured on the commercial general liability and automobile liability insurance. The Exhibitor Service Kit may contain additional insurance requirements. Evidence of insurance meeting the requirements of this section must be furnished to Show Management upon request and must be available at the Facility during the Event. Exhibitor acknowledges that the requirements of this section in no way limit the liability of Exhibitor. All insurance shall name Hospitality Financial & Technology Professionals (HFTP), as additional insureds. All Exhibitors must provide a certificate of liability insurance coverage to HFTP no later than June 1, 2023. Exhibitor hereby waives each claim that arises or may arise in its favor against one or more Indemnitee for any and all losses covered by its insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise. Exhibitor agrees to have its insurance carrier(s) waive any right to subrogation it might have, so long as the insurance is not invalidated thereby.

### 13) COVID-19.

Exhibitor acknowledges that COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is thought to spread mainly through close contact from person-to-person. Show Management cannot guarantee that Exhibitor's personnel and guests will not become infected with COVID-19 at the Event. Exhibitor shall indemnify the Indemnified Parties against all Claims by Exhibitor's personnel and guests arising out of or related to infection with COVID-19, whether before, during or after attendance at the Event. Show Management may require individuals registered by Exhibitor to acknowledge the risks of COVID-19 infection and waive liability prior to participation at the Event.

### 14) Adherence to Convention Center Guidelines.

Exhibitor agrees to adhere to all regulations and guidelines set forth by the Metro Toronto Convention Center, including safety requirements implemented in response to the COVID-19 pandemic. All Exhibitor personnel and guests must abide by the safety requirements set forth by the convention center at the time of the event. Show Management will work with the Exhibitor to provide updates on relevant guidelines and safety requirements leading up to the event.

Any costs associated with implementing safe practices in the Exhibitor's booth including but not limited to enhanced cleaning requirements, socially distanced booth design, and hand sanitizing stations are to be assumed by the Exhibitor. Show Management does not take responsibility for any impact on booth traffic which may be caused by required reduced capacities within booths.

#### 15) Demonstrations/Presentations.

All demonstrations and sales activity, including models, mascots, robots, etc. must be confined within the contracted exhibit space. Aisles must not be obstructed at any time and no exhibit material may ex- tend beyond the boundaries of the exhibit space or exceed the height restrictions. Adequate space must be allocated within the contracted space for the intended audience. No activities should be planned, nor products displayed in a manner that would require an audience to gather in the aisles. Show Management reserves the right to determine if a demonstration interferes with adjacent exhibit spaces, and to discontinue said interferences.

Social functions and meetings may not be scheduled during exhibit hours or conflict with any official HITEC event. Transportation must not interfere with any official HITEC transportation.

#### 16) Advertising Outside of Booth Space, Solicitation and Non-Exhibitors

All demonstrations and sales activity, including models, mascots, robots, etc. must be confined within the contracted exhibit space. Exhibitor literature or other materials may not be left or distributed in HITEC common areas (e.g., main aisles, concession tables, exposition hall elements, lounges, registration, hotels, etc.) Walking actors, robots, characters or other such people or devices may not operate outside the assigned booth space. This includes travel to and from a company's multiple booths during show hours unless accompanied by company badged booth personnel. See "Demonstrations/ Presentations" for additional information about conducting presentations within Exhibitor booth space.

Persons with non-exhibiting firms are prohibited form presenting, displaying, or demonstrating products and services, also known as "Suitcasing" or "Pirating". Advertising, canvassing, or soliciting business is permitted only by Exhibitors, and then only within the space assigned to them.

Exhibitors are urged to report violations to Show Management immediately. Solicitors found to be in violation will be asked to leave the HITEC conference without a refund.

### 17) Appearance of Exhibit Space.

The aisles of the exhibit floor will be cleaned daily, and all rubbish should be placed in the aisles at the close of the show each day. Booths must be in order before the opening of each show day.

Any part of an exhibit space which does not complement the purpose of the exposition must be corrected at the Exhibitor's expense. Show Management reserves the right to correct an unsightly exhibit, and Exhibitor agrees to pay for all expenses incurred in making the necessary alterations.

Exhibitors may furnish their own equipment, carpeting and furnishings or order them from the official General Service Contractor prior to or at the show. Exhibit space fee does not include any carpeting, furnishings, or utilities. All booth floors must be fully carpeted or tastefully covered. Show Management reserves the right to order carpet installation for any booths without appropriate floor covering and have the Exhibitor billed accordingly.

#### 18) Satellite Installation.

Satellites must be pre-approved by the Metro Toronto Convention Center and Show Management. The exhibit facility has authority over the installation of satellites and like equipment. Exhibitors or their agent must make arrangements directly with the facility and abide by their policies. Exhibitor is responsible for all costs associated with satellite installation, including permits, cable, labor and security, if desired.

#### 19) Methods of Communication.

Exhibiting company and their employees and agents agree to receive HITEC Toronto-related information via phone, mail and e-mail from Show Management and its associated contractors. Exhibitor data is never sold or provided to any unofficial/non-contracted service providers.

The HITEC logo can solely be used to advertise and market Exhibitor's participation at HITEC only and may not be used in conjunction with advertising of attendance at another meeting.

### 20) Force Majeure. 😃

Show Management shall not be liable for delay or failure of performance or fulfillment of this Agreement (including delivery of exhibit space) caused by an act of God; action by any governmental or quasi-governmental entity; fire, flood or other disaster; epidemic or pandemic; public enemy; insurrection; riot; explosion; embargo; terrorist attacks; strikes whether legal or illegal; labor or material shortage; work slowdown; transportation interruption of any kind; authority of law; the building being destroyed or substantially damaged; or any other cause beyond the control of Show Management ("Force Majeure Event"). Should a Force Majeure event as described above give rise to a failure, cancellation or delay of the Event, Show Management will provide the Exhibitor with reasonable options for redistributing funds paid to other HFTP produced events. In some instances, Show Management may consider a refund of a portion of the

Exhibitor's payment, taking into account: 1) Show Management's historical record of refunds in like situations and 2) Show Management's financial situation as a result of the Force Majeure event.

HFTP will allow companies to cancel without penalty if their team is unable to attend the event in person due to a government mandated travel restriction which is in force over the dates of HITEC Toronto. Company specific travel restrictions or limitations are not accepted as approved cancellation cause. In forfeiting participation, the Exhibitor may elect to defer all funds paid to Hospitality Financial and Technology Professionals (referred hereto as the Association or HFTP) for its previous exhibit space rental and/or sponsorship item(s) purchased ("Deferred Funds"). The Deferred Funds, as outlined above, may be applied in full to HITEC 2023, future annual HFTP membership dues, or Corporate Allied Sponsorship dues (referred hereto as "HFTP Membership Credits"). HFTP will allow companies to cancel without penalty if their team is unable to attend the event in person due to a government mandated travel restriction which is in force over the dates of HITEC Toronto.

#### 21) Amendments to Contract.

Show Management reserves the right to make such changes, amendments and additions to these rules, and such further regulations as may be considered necessary.

If legal action is required to enforce this contract, the prevailing party is entitled to recover reasonable attorney fees, costs of court and any other expenses incurred in enforcing the contract.

**HITEC Toronto Exhibit Display Rules and Regulations** are based on the philosophy that all Exhibitors should be given an equal opportunity to present their product to their audience in an effective manner. These rules and regulations are designed to assure this equal opportunity while allowing the greatest flexibility possible within the confines of each exhibit space. We want each Exhibitor to be successful. So please, be a good neighbor. In addition to the HITEC Toronto Exhibit Rules and Regulations, Exhibitors must comply with the rules and regulations of the <u>Metro Toronto Convention Center (MTCC)</u>.

All exhibits are subject to the following guidelines. Display guidelines by booth type begins on page 9.

1. Display Boundaries. Exhibit space is sold in 10' x 10' blocks. The standard booth is one 10' x 10' block. Larger inline and island booths are created by combinations of 10' x 10' blocks. A complete description of each type of booth available is included in this brochure. Although the spaces are sold as 10' x 10' units, the more accurate measurement for the interior space is approximately 9' 6" x 9' 6" to allow for drape and vertical supports. Booths have an 8' (2.5 m) high draped background with 3' (.91 m) high side dividers, which may be removed when two or more connecting booths are purchased by one Exhibitor.

No exhibit material may extend beyond the boundaries of the exhibit space or exceed the height restrictions for that type of booth.

Exhibitors are expected to set and design their booth in the manner appropriate for their booth size and type as outlined in the booth descriptions found in the Exhibit Display Rules & Regulations, below.

If an Exhibitor is unsure of how they may design the booth they are expected to consult with Show Management.

2. Hanging Signs/Floor Supported Displays. Hanging signs and display materials/equipment are exclusively permitted for island booth configurations sized 20'x20' or larger, to a maximum height of 20' (6.08 m) from the top of the sign. The distance is measured from the floor to the top of the sign. Whether suspended from above, or supported from below, they should comply with all ordinary use-of-space requirements. For example, the highest point of any sign should not exceed the maximum allowable height for the booth type.

Hanging signs and graphics should be set back 10' (3.05 m) from adjacent booths and be directly over contracted space only. Approval for the use of hanging signs and graphics, at any height, must be received by Show Management at least 60 days prior to installation. Exhibitors will be required to submit floor plans for approval beginning in April 2023 through the provided Exhibitor Booth Approval Form at that time. Variances may be issued at the exhibition management's discretion. **Drawings must be available for inspection.** 

3. Canopies, False Ceilings or Covered Exhibits. Plans for covered exhibits must be reviewed by the Metro Toronto Convention Center Operations Manager. Any covered space that exceeds 100 sq. feet will require a tent permit and a fire extinguisher. For more details, please contact Show Management. Additional Venue information can be found in the <u>Toronto Fire Marshal Regulations</u> guide.

4. Multi-Level and Two-Story Booths. Multi-Level and Two-Story booths can only be built in island booths sized 20'x20' or larger. Multi-level or Double Decker Booths may not exceed the 20' (6.10 m) height maximum. Detailed plans of multiple-story or enclosed booths must be submitted to at least two months prior to move in to Show Management and to the Toronto Fire Marshal for approval. Plans must indicate if the exhibit is multiple-story and/or enclosed with a ceiling. Booth plans must specify the maximum number of occupants and must have a structural engineer's stamp certifying the maximum occupant load capacity. Certain booths may require Fire Watches, electrical ventilation, smoke detection devices, fire extinguishers, multiple exits, etc. as required by Fire Prevention Officials. All Multi-Level or Double Decker booths must abide by all Toronto Fire Marshal regulations within the Toronto Fire Marshal Regulations guide.

5. **Rigging Services** All costs associated with the production, rigging, and dismantling are the responsibility of the Exhibitor. For General Exhibition Rigging, MTCC ensures that all Facility rules and regulations are followed. Please reference the <u>MTCC Exhibitor Rigging Conditions</u> provided and direct inquiries to MTCC for reviews and estimates.

6. Carpet/Floor Covering. Exhibitors are responsible for ensuring their exhibit space floor is appropriately covered or carpeted. Carpet is not included in the space rental fee and may be rented from the official General Service Contractor or provided by the Exhibitor.

Exhibitor occupying an inline booth in Halls F or G of the exhibit floor have the option, not the requirement to rent carpet. This area of the exhibit hall is already carpeted. Island booths will be required to carpet in this area.

If an Exhibitor is a no-show and fails to set their exhibit space, the space will be carpeted by the official General Service Contractor and the Exhibitor will be billed at the current rate.

7. Move-In/ Move-Out Schedule. Utimestaflaticanged itisardsattee favorities and the security at their booth and is responsible for all associated costs.

See below general move-in and move-out schedule:

#### Move-in:

Saturday, June 24: 11:00 a.m. – 5:00 p.m. EDT \*Early Move-in for islands 20x20' or larger only. Requires prior approval from Show Management. Sunday, June 25: 8:00 a.m. – 7:00 p.m. EDT Monday, June 26: 8:00 a.m. – 7:00 p.m. EDT

### Move-out:

Thursday, June 29: 2:00 p.m. – 10:00 p.m. EDT Friday, June 30: 8:00 a.m. – 3:00 p.m. EDT

Exhibit displays, equipment, stock or supplies will not be allowed to enter or leave by way of the front entrance of the convention center. All booth materials must be unpacked and set by 7:00 p.m. on Monday, June 26, to permit removal of cartons from the area. Any booth not set up by 7:00 p.m. will be subject to forfeiture unless arrangements have been made in advance with Show Management. All booths must be installed and ready for inspection by 8:00 a.m. on Tuesday, June 27.

No display may be dismantled prior to the close of the show. Any Exhibitor who initiates breakdown or removal of exhibit material prior to the official close of the exposition will be automatically dropped to the bottom of the priority list for booth assignments in future HITEC conferences.

**Exhibitor move-out concludes at 3:00 p.m. on Friday, June 30.** If exhibit space is not vacated by Exhibitor by 3:00 p.m. Friday, June 30, Show Management is authorized to remove, at the expense of the Exhibitor, all goods and property of the Exhibitor. Show Management, or its agents, shall not be liable for any damage or loss to such goods and property, or to the space from which removed, by reason of such removal.

**Please Note:** Exhibitor may incur overtime rates for labor on Thursday, June 29. Move-out begins at 2:00 p.m. EDT, any labor after 4:30 p.m. will be charged at overtime rates. To avoid overtime charges, consider scheduling freight pick-up to begin at 8:00 a.m. on Friday, June 30.

8. Forced Setting of Exhibits. Exhibits will be forced set by the decorator if crates, etc., are not unpacked and set by 8:00 a.m., Tuesday, June 27. Exhibitors whose exhibits are forced set will be responsible for labor charges.

9. Labor Jurisdictions for Installation and Removal of Exhibits. The Metro Toronto Convention Center is a 'Right to Work' facility. Full time employees of the exhibiting firm may install and dismantle their own company displays. Please refer to the GES Labor Information Section in your Exhibitor Manual when available. Exhibitors must be prepared to provide proof of full-time employment status. Union exhibit labor claims jurisdiction for the installation, dismantling and cleaning of prefabricated displays when this work is done by persons other than full time company personnel. Any outside or additional labor required must be performed by local union personnel under contract with Global Experience Specialists GES (the official General Service Contractor) or under the guidelines established for Exhibitor Appointed Contractors.

There are certain exclusive contractors with specific responsibilities for services such as electrical, drayage, cleaning, rigging, security, telecommunications, and catering with which Exhibitors must contract. Exhibitors are urged to order any required services in advance to avoid delays. The Exhibitor Service Kit, to be distributed in early Spring 2023, will include order forms for these services and more. Further details regarding terms of service, pricing, and use of services provided by third party providers are to be discussed directly between the Exhibitor and the service provider. Show Management holds no responsibility for performance of services provided by third providers.

**10.** Exhibitor Appointed Contractors. Show Management allows Exhibitors to appoint firms other than the official General Service Contractor, otherwise known as Exhibitor Appointed Contractors (EACs), if these firms conform to HITEC Toronto regulations and do not disrupt the orderly installation and removal of the exposition. All Exhibitors planning to utilize an EAC for the installation, dismantling, furnishing, etc. of their booth must complete the Exhibitor Appointed Contractor notice form when available in the Exhibitor Service Kit. All EACs must present HFTP with a copy of their Certificate of Liability Insurance along with the completed EAC form. In the sole opinion of Show Management, if Exhibitor-ap- pointed contractors' work performance disrupts the orderly installation or removal of the exposition, such firms will be immediately disqualified from working at the exposition site. The time constraints for installation and dismantling of the exhibits and the necessity of opening the exposition on schedule do not allow for disruptions of the planned work schedule.

11. Accessibility of American Disability Act. Exhibitors' displays must be in compliance with the American Disability Act. Exhibitors requiring special assistance or special accommodations on the exhibit floor should contact Show Management at +1 (512) 249-5333.

**12.** Balloons. Helium-filled balloons are prohibited in the Metro Toronto Convention Center (including distribution and sale). Static helium balloon displays are permitted as an integral part of the exhibit. Any helium-filled balloons, such as advertising balloons, larger than 18 inches, may be used only if they are securely anchored to the exhibit. Exhibitors of 30 days prior to the move in day of your event. NOTE: Storage of helium or compressed air cylinders is prohibited in the building. Lessee is responsible for all costs in retrieving all helium balloons that may escape and float to the ceiling or other areas. Labor and equipment (may include aerial lift) costs associated with the removal of balloons will be charged to Lessee at the prevailing rate. Balloon drops are allowed with a fee assessed for cleanup. Due to the proximity of the heliport, FAA Regulations prohibit balloons from being released outside.

**13. Care of Building and Equipment.** Exhibitors and their agents shall not injure or deface any part of the exhibit building, the booths or booth contents, or show equipment and decor. When such damages occur, the Exhibitor is liable to the owner of the property damaged.

**14.** Drawings/Giveaways. All drawings/giveaways must be conducted within the confines of the Exhibitor's exhibit space. Exhibitor is responsible for notification and delivery of prizes to winner. "Stick-on" giveaways/decals cannot be placed on official HITEC Toronto badges or distributed in the convention center.

**15.** Fire and Safety. All local, state and federal fire and safety regulations will be strictly enforced, and it is the responsibility of each Exhibitor to comply with these regulations.

**16.** Food and Beverages. Any food or beverage products served in an Exhibitor's booth must be approved by Show Management. Any food and beverage products served must be ordered from the convention center's exclusive caterer. This includes bottled water and private label items. A Booth Activity Request form will be included in the Exhibitor Service Kit.

**17.** No Smoking Policy. Smoking is prohibited in all areas of the convention center including exhibit areas, meeting rooms, lobbies, and restrooms.

**18.** Photography/Video/Live Streaming/Recording. Exhibitors may not photograph, video, live stream, record of any kind, other Exhibitors' products or displays. Violation of this policy is grounds for removal from the exhibit hall and offenders will be required to erase all photos/video while Show Management observes.

**19.** Social Functions and Meetings. Meetings, demonstrations, press conferences and social functions held by Exhibitors must be pre-approved by Show Management and must not be scheduled during exhibit hours or conflict with any official HITEC Toronto activities unless approved in writing by Show Management. Two (2) priority points will automatically be deducted from exhibiting firms holding functions during exhibit hours or any official conference activities (including education program).

Exhibiting companies providing transportation to their events cannot begin transportation and/or the promotion of it, or direct attendees to it, during any official HITEC Toronto activities. Exhibitor transportation must not interfere with HITEC Toronto transportation.

**20.** Sound/Music/Lighting. Noise levels should not cause disturbance to neighboring Exhibitors. Speakers and other sound devises must be positioned to direct sound into the exhibit space rather than the aisles and amplification must be kept at a conversational level. All types of sound, whether mechanical or live, will be monitored by Show Management. Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth is considered objectionable. Show Management reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

Exhibitors should be aware that music played in their booths, whether live or recorded, might be subject to laws governing the use of copyrighted compositions. Exhibitor assumes responsibility for any fees collected by authorized licensing organizations such as ASCAP and BMI.

All special overhead lighting requests, including lowering, masking, extinguishing, enhancing, etc., must be approved by Show Management in advance. The operation of any moving, flashing, blinking or rotating light devices is prohibited. Whether intentional or not, lighting may not be directed toward or bleed into the aisles, ceiling or walls or be distracting to neighboring Exhibitors. Show Management is authorized and empowered to disconnect the supply of electricity to any Exhibitor that fails to comply promptly with sound and lighting regulations.

**21.** Storage. Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers or packing materials behind your draped back wall. Exhibitor is responsible for appropriate storage of these items.

**22.** Booth Cleaning/Janitorial Services. The Metro Toronto Convention Center is not responsible for the cleaning of exhibit booths. Any cleaning services requested by the Exhibitor must be arranged through a general services contractor at the expense of the Exhibitor. and must be paid by the Exhibitor. Show Management holds no responsibility for performance of services provided by third providers.

**23.** Internet and Wireless Services. Internet (wired or wireless) is not included in the booth fee and must be arranged by the Exhibitor. MTCC is the exclusive provider for all internet (wired and wireless) services within the facilities. Complimentary WiFi is available in the Entrance Lobby and some public areas of the facility. It is not available in the exhibit hall. All arrangements for internet services must be arranged through MTCC and must be paid by the Exhibitor. Further details regarding terms of service, pricing, and use of internet and wireless services are to be discussed directly between the Exhibitor and MTCC. Show Management holds no responsibility for performance of services provided by third providers.

24. Technology and Telecommunication Services. MTCC is the exclusive provider for all voice, data and 802.11 wireless (Wi-Fi) telecommunications services within the facilities. All arrangements for voice and data telecommunications must be made through Smart City and must be paid by the Exhibitor. Further details regarding terms of service, pricing, and use of internet and wireless services are to be discussed directly between the Exhibitor and Smart City. Show Management holds no responsibility for performance of services provided by third providers.

**25.** Sales Tax. Some provinces require companies participating in trade show activities to obtain a province sales tax permit and/or pay province sales tax if they sell taxable products at the show, take orders that are later accepted out of province, or use the show to promote sales. Please check with the applicable province tax code.

**26.** Exhibitor Behavior. Exhibitors are expected to conduct themselves in a professional manner and treat others with respect. Exhibitors may not enter the booths of other Exhibitors without their consent. An Exhibitor who engages in what Show Management determines is disruptive or abusive behavior will receive one oral warning. Any further conduct of this nature will result in the removal of the offending person or persons. In addition, disruptive individuals will not be permitted to participate in HITEC Toronto, and two (2) priority points will be deducted from the exhibiting firm.

**27.** Failure to Observe Rules. Show Management reserves the right, at its sole option, to terminate Exhibitor's right to occupy current and/or future space and deduct priority points for violation of any of these regulations. In the event of termination, Show Management will not refund monies paid for exhibit space or exhibit services.

**28.** Other Regulations. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

### **Standard Inline Booth**

#### What is it?

Any booth consisting of one or more standard units in a straight line. (See Figure A.)

### How many sides are open to the aisle?

Standard booths offer one (1) side open to the aisle, providing 10' (3.05 m) of aisle visibility (assuming 10'x10' configuration).

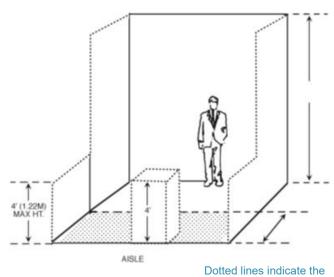
#### How high can I build my display?

Inline booth displays can be built up to 8' (2.5m) in height. **Displays** in inline booths may not exceed 8' in height.

All display materials placed in the front half of the booth can be up to 4' in height. Displays, monitors, pop-up signs, etc. cannot exceed 4' if placed in the front half of the booth. Features above 4' are permitted if placed in the back half of the booth.

### Can I have a hanging sign?

No, inline booths may not have hanging signs.

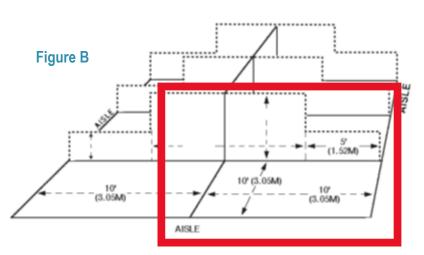


Dotted lines indicate the height restrictions.

**Other notes:** If a booth display exceeds these height limits, only in extreme emergencies may a height variance be allowed. All variance requests must be made in writing 60 days from the first move-in day and approved by Show Management. This includes requests for lighting trusses.

If these actions are not taken, show management reserves the right to relocate the offending booth to the perimeter wall. Lighting trusses

within standard inline booths must submit plans to and receive prior approval from Show Management.



### **Corner Booth**

### What is it?

Any booth located on the corner of an aisle. (See highlighted area in Figure B).

How many sides are open to the aisle? Corner booths offer two (2) sides open to the aisle, providing 20' of aisle visibility (assuming 10'x10' configuration).

### How high can I build my display?

Corner booth displays cannot exceed 8' (2.5m) in height. This includes any flags, pop-up displays, awnings, etc.

Displays, monitors, pop-up signs, etc. cannot exceed 4' in height if placed in the front half of the booth. Features above 4' in height are permitted if placed in the back half of the booth.

### Can I have a hanging sign?

No, corner booths may not have hanging signs.

**Other notes:** If a booth display exceeds these height limits, only in extreme emergencies may a height variance be allowed. All variance requests must be made in writing 60 days from the first move-in day and approved by Show Management. This includes requests for lighting trusses.

If these actions are not taken, show management reserves the right to relocate the offending booth to the perimeter wall.

### **Perimeter Booth**

#### What is it?

A perimeter booth is an inline or corner booth which is placed along the perimeter (edge) of the exhibit hall. Perimeter booths do not have booths behind them. (See Figure C)

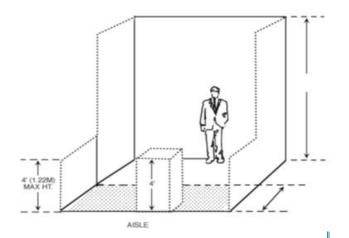
### How many sides are open to the aisle?

Perimeter booths can be configured as inline or corner booths. See Inline and Corner booth descriptions for details.

### How high can I build my display?

Perimeter booths can build back displays up to 12' (3.66m) in height.

Displays, monitors, pop-up signs, etc. cannot exceed 4' if placed in the front half of the booth. Features above 4' are permitted if placed in the back half of the booth.

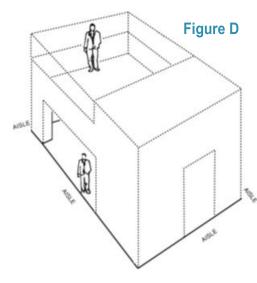


### Can I have a hanging sign?

No, perimeter booths are not allowed to have hanging signs.

Why can this booth have a higher back display than standard corner or inline booths?

Because the outer perimeter booths are not backed up against another Exhibitor's booth, display back walls and materials over 8' (2.5 m) will not interfere with or distract from any other exhibit booth.



### Island Booth

#### What is an Island Booth?

Blocks of exhibit space sized 20'x20' or larger with aisles on all four sides. (See Figure D.)

#### How many sides are open to the aisle?

Island booths offer four (4) sides open to the aisle, providing full access to the booth from all sides.

### How high can I build my display?

Exhibit fixtures, towers, components, and identification signs are permitted to a maximum height of 20' (6.1m).

Exhibit structures, pop-ups, fixtures, towers, components, and signage are permitted to a maximum height of 20' (6.1m). All structures, pop-ups, fixtures, towers, and components within the booth space and around the perimeter must be branded or finished on all sides.

All Standard Island Booths must maintain a clear, continuous, and accessible opening on at least one (1) side of the booth. The opening must be at least 15% of the side length. Show Management will accept variances using plexiglass or other transparent materials which maintain a clear line of sight in the booth for a portion of the opening, up to 15%.

#### Can this booth have a hanging sign?

Yes, island booths can have hanging signs. Hanging signs must be no fewer than 12' (3.66m) from the ground at the lowest point and must not exceed 20' (6.1m) at the highest point.

### Why can this booth have a higher back display than standard corner or inline booths?

When an island booth exceeds 8' (2.5 m), it does not interfere with other Exhibitors because it does not back up against another Exhibitor's back wall. The extra height is often required in an island booth exhibit to permit the open walk-through approach normally used in this type of location.

# QUESTIONS?

# **EXHIBITS TEAM**



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