

# **REGULATIONS, TERMS AND CONDITIONS**



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# MONTREAL INTERNATIONAL BOAT SHOW GUIDELINES AND REGULATIONS 2024

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**Preamble**: Please note that only corporate members of the Alliance de l'industrie nautique du Quebec/ Nautisme Quebec (ALLIANCE) are authorized to reserve spaces at the Montreal International Boat Show. To become a member or renew your membership, visit this website: <a href="https://www.alliancenautique.com/membership-corporatif/">https://www.alliancenautique.com/membership-corporatif/</a>

#### 1. GUIDELINES AND REGULATIONS

The exhibitor agrees to comply fully with the Guidelines and Regulations indicated below as to the use of the space reserved for the exhibitor's booth (also named *stand* in the present) as well as with the rules and regulations currently in force and adopted by the Palais des congrès with respect to said Exhibition, all of which, by the present, are integrated in this contract.

The Alliance de l'industrie nautique du Quebec/ Nautisme Quebec will have full power as to the interpretation and application of all the regulations in the present contract, as well as to make any amendments and to set forth any other regulations with respect to the participation of the exhibitor if such measures are deemed necessary for the satisfactory running of said Exhibition (also named *Show* in the present).

#### 2. GENERALITIES

In the case where any disposition of these modalities, conditions and regulations would be illegal or otherwise unenforceable, the other modalities, conditions and regulations will be interpreted as if such an illegal or unenforceable disposition was not part of the present contract. No waiver or authorized variation of any disposition in the present conditions will be interpreted to the ends of future authorisation of any denunciation or variation of such a disposition.

The exhibitor authorizes the promoter to use any photos or images for the promotion of his events in the future or for any other event that he promotes.

This contract and any dispute stemming from it must be interpreted by and is subject to the laws of the province of Québec. As such, the parties herein are irrevocably subjected to the courts of the province of Québec, this meaning that the intention of the parties present is to recognize that any dispute will be settled by the courts of the province of Québec with respect to the laws of the province of Québec.

### 3. COLLECTIVE AGREEMENTS

The exhibitor agrees to comply with all collective agreements and working conditions in force, agreements signed between the Alliance de l'industrie nautique du Quebec/ Nautisme Quebec and the companies designated as official contractors for the Exhibition and the building in which the Exhibition will be held as well as all labour laws in force in the jurisdiction in which the building is located.

### 4. PROHIBITED OR INTERRUPTED USE OF THE PREMISES

The ALLIANCE reserves the exclusive right to modify the date or dates on which the exhibition will be held and will in no way be liable for damages or other compensation subsequent to such modification. In the event that the exhibition is cancelled due to circumstances beyond the control of the ALLIANCE, the space rental fees or deposits already remitted will be reimbursed to the exhibitor on a pro rata basis according to the number of days of occupation, minus the charges incurred by the ALLIANCE up to the date of the cancellation of the exhibition; the exhibitor cannot claim any compensation from the ALLIANCE following such a cancellation.

# 5. NATURE OF THE EXHIBIT

The exhibitor agrees to display only marine, or products related to the nautical field and/or water sports and activities. For boats, the exhibitor agrees to display only new, unused current-model-year. Some prior model-year inventory may be considered and is subject to Show Management approval.

The ALLIANCE reserves the right, at all times, to enter the rented space and remove all or part of the objects exhibited such as, without limiting the generality of the foregoing, printed matter, souvenirs, motorized vehicles and novelties and to expel from the Show exhibitors or members of their personnel, or both, who have not obtained the ALLIANCE's authorization in writing for the above mentioned items or whose conduct is deemed unacceptable given the decorum of the exhibition. This rule is designed to protect exhibitors against the exhibition or the operation of items which are considered by the Management to be dangerous, unacceptable or of a reprehensible nature by the public or other exhibitors at the Show.

The exhibitor agrees that all equipment, objects and devices, including but not limited to radios, television sets, films, audio and audio-visual material, will be used in a manner and in a location that will cause no inconveniences to either the other exhibitors or the general public. The exhibitor can only exhibit new boats from the current year, and only one new or used boat from 2021 and/or 2022 provided that the model has not changed in 2023.

## 6. TERMS OF PAYEMENT

Terms of payment upon signing of reservation form from Alliance de l'industrie nautique du Quebec/ Nautisme Quebec

- 50% of the amount upon space reservation.
- 100% of the amount due starting December 8<sup>st</sup>, 2023
- Payments must be made in Canadian currency.
- Any exhibitor who hasn't made full payment for a reservation before December8<sup>st</sup>, 2023 is risking cancellation of said reservation with his allocated space offered to another exhibitor. The cancellation policy will be fully applicable.

### 7. CANCELLATION POLICY

In the event an exhibitor wishes to cancel his reservation before the Show, he must inform the ALLIANCE in writing as soon as possible. The following policy and penalties will apply.

- A. 50% contract penalty The initial deposit of is not refundable at all times, with the exception of a cancellation of the Show due for example, public health safety measures.
- B. 75% contract penalty 60 days or less prior to the of move-in/set-up (Between December 5<sup>th</sup> 2023 and January 4<sup>th</sup> 2024).
- C. 100% contract penalty 30 days or less prior to the first day of move-in/set-up (Between January 5<sup>th</sup> 2024 and February 5<sup>th</sup> 2024).

No amount of money deposited or paid in full by the exhibitor as provided by the present contract will be reimbursed to the exhibitor if he doesn't use his reserved space.

If the exhibitor doesn't make a payment as outlined in the payment schedule in his contract, he will be considered delinquent in his obligations by the passing of time and all and any responsible rights for any loss incurred by the ALLIANCE in this contract will be ending and any payment already made be kept by her as damage and interests compensation for breach of contract; the ALLIANCE will then have the option to make the exhibitor's space at fault available to another exhibitor.

The Alliance has the right, at any time, in case an exhibitor omits to pay debts due to the ALLIANCE, and after demand of such payments, to seize and sell all or any goods on the Show's premises or in its proximity through public auction or private sale and the

ALLIANCE will be able to use the sale's proceedings against the exhibitor's debt without prejudice to the ALLIANCE's other rights and the exhibitor will bear the responsibility of any breach or loss incurred by the ALLIANCE.

### 8. INSURANCE AND LIABILITY WAIVER

The exhibitor is required to provide an insurance certificate to the Alliance de l'industrie nautique du Quebec/ Nautisme Quebec 30 days before the set-up date.

Prior to the exhibition, the exhibitor is required to provide a commercial public liability insurance policy of two million dollars (\$ 2,000,000.00) per claim, which must include a coverage clause between the co-insureds. The insurance must be valid from the beginning of the first day of set-up to the end of the day of exit stipulated in this contract. Such insurance must name the ALLIANCE and the Palais des congrès de Montréal as additional insureds. The exhibitor must provide a thirty (30) day notice to the ALLIANCE in the event of cancellation or substantial modification to the required insurance policy. This insurance must include comprehensive renter insurance and any other type of insurance required to cover the exhibitor's participation in the Montreal International Boat Show.

The exhibitor shall be liable for any damage or loss resulting from his participation in the exhibition and shall hold the ALLIANCE and the Palais des congrès de Montréal indemnified therefor. All goods used or exhibited are at the exhibitor's risk, and the ALLIANCE assumes no responsibility for the safety of exhibits in the event of theft, fire, accidents, or other contingencies whatsoever, nor for personal injury or damage to property or persons caused by the exhibitor's activities. The exhibitor acknowledges and agrees that the ALLIANCE assumes no responsibility for any representations or warranties made by the exhibitor to the public with respect to its products or services or for any transactions or contracts entered between the exhibitor and the public or for any loss or damage arising therefrom.

The exhibitor shall indemnify and hold harmless the ALLIANCE, its directors, employees, contractors and the COMPANY from any and all liability for personal injury, property damage, advertising injury covered under this contract.

The exhibitor shall indemnify and save harmless the ALLIANCE, its directors, employees, contractors and the COMPANY from and against any and all damages, costs or remedies due to injury or damage sustained by any person whatsoever, including the general public, the exhibitor, its agents, representatives or employees, or to the property of the exhibitor or third arties, arising either in the space occupied by the exhibitor or elsewhere due to its occupancy of the premises hereunder or anything connected therewith.

### 9. USE OF SPACE

Each exhibitor is authorized to exhibit only those items stipulated in the contract and must limit the exhibited items and activities to the leased space. The use of the space is limited to the exhibitor's; the latter may not transfer, either in part or in whole, all or any activities or exhibitions taking place in the leased space to a third party, not authorize the participation of a third party in said activities without having obtained written or express authorization from the ALLIANCE.

Should the exhibitor fail to use all the space allotted to him to the satisfaction of the ALLIANCE, the latter may, at its full discretion and at any time after the opening of the exhibition, allot any vacant space to any other exhibitor it deems fit, for the benefit of the exhibition. The ALLIANCE reserves the right to move the allotted contracted space as it deems appropriate, at its full discretion, for the benefit of the exhibition. All solicitations done outside the rented kiosk is forbidden. The offending exhibitor will be advised to that effect. The ALLIANCE reserves the right to expel the exhibitor from the event if he does not conform to the rule.

### 10. EXHIBITION SPACE USAGE REGULATIONS

- A. An exhibitor cannot use its space to draw visitors to a competing event held at the same time.
- B. An exhibitor is not authorised to advertise, distribute or have brochures of any brand for which he is not the main exhibitor. It is also forbidden to distribute flyers or brochures outside your booth unless agreed with de show administration.
- C. Access to emergency exits, fire cabinets, fire alarms and all other safety equipment must be free for access at all times.
- D. An exhibitor's space cannot be used to promote or advertise another vendor or dealer.
- E. An exhibitor cannot, under any circumstance transfer or yield the use of its space to another party.
- F. In order to prevent obstruction of the aisles or to encroach on another exhibitor's space, boats need to be positioned within the limits of the exhibitor's space.
- G. The distribution of souvenirs, samples, publicity material or any other handouts can only be done within the exhibitor's booth. Exhibitors not complying with this regulation will be formally notified.

The ALLIANCE reserves the right to expel any exhibitor at fault from the Show.

#### 11. SUBLETTING

The exhibitor shall not transfer the present concession, sublet, or lease all or part of the premises reserved for him/her under this contract without obtaining prior written authorization from the ALLIANCE.

### 12. LOSS OF THE RIGHT TO EXHIBIT

Any exhibitor whose actions are in contravention with the interests of the Show or those of the ALLIANCE could lose his right to exhibit at the Show or, if his derelict action is committed during the Show, be expelled from it.

#### 13. PROMOTIONAL ACTIVITIES AND CONTESTS

Any commercial solicitation must be done inside the booth itself. All such activities are prohibited in the aisles, restaurants and corridors. Commercial promotions and contests organized by exhibitors during the Show must in no way involve the promoter in any fashion whatsoever. Exhibitors must obtain the proper authorization from the *Régie des alcools, des courses et des jeux du Québec* for the organization of such contests and submit it to the ALLIANCE. All contests must be approved by the Alliance de l'industrie nautique du Québec.

#### 14. LAY OUT AND DECORATION

- A. Standard and prefabricated booths less than 400 Sq Feet, including signs, must not exceed 8 feet high.
- B. An exhibitor who intends to use or build a prefabricated wall must respect the following standards:
  - I. A one-inch space must be left on either side of the booth walls. Authorization from the Show Management must be obtained for booths not conforming.
  - II. All stands must have an 8 feet high back wall; side walls must be 3 feet high for the first 2/3 of the stand.
- C. All stands/booths must have floor covering (carpet) which must not exceed the total area of the rented space.
- D. Semi-circular or umbrella type booths must include aesthetically pleasing rigid end walls.
- E. No booth can block or hide access to fire cabinets, fire alarms, power rooms, direction signs or utility rooms.
- F. All partitions that are exposed to the public view must be tastefully painted or covered. Any special request about a stand's appearance must be submitted for approval by the Show administrator at least thirty (30) days before the Show opening date and a plan or design presentation must be joined to such a request.

Show Management allows the use of banners on condition that they conform to the following rules and standards:

- The space rented by the exhibitor must be at least 400 sq. ft.
- Prior approval must be obtained from the Show Management for such installations.
- You must leave a minimum of 12 feet (3.6 m) of free space above floor level.
- Banners must show printing on both sides if each side can be viewed. French must be predominant.
- Banners cannot exceed a width of 16 feet (4.8 m) and a height of 8 feet (2, 44 m) nor can they excess the limits of the stand where they are installed. Self-supporting signs cannot exceed the height and the width of the walls of the booth.
- No hanging banners or signs can be installed by an exhibitor. Authorized persons will not install banners that do not have approval of Show Management.

The ALLIANCE may exclude from the Show, or withdraw permission to exhibit, any company that does not respect the regulations in force or that interferes with the proper conduct or affects the good reputation of the Show.

#### 15. SOUND

Exhibitors using sound systems must limit sounds levels at all times in order to avoid disturbing other exhibitors nearby.

Music and narratives broadcasted inside the stand must not exceed 85 dB at 1.5 m from the source. An expert in acoustics will verify installation and volumes of sound systems the day preceding the official opening of the Show. This rule will be enforced for the duration of the Show with ongoing controls. Demos using a microphone are forbidden.

### 16. SAFEGUARDING OF THE VENUE

Each exhibitor shall be liable for costs incurred from any damage to walls, floors, columns or property of others whether caused by himself or one of its representatives. It is forbidden to perforate, paint or alter the walls of the building and the concrete pillars in the exhibition hall. Floors must not be perforated, painted or altered in any way. Protective material, approved by the Show Management, must be used by the exhibitor when installing something on the floor. No adhesive other than the approved adhesive tapes can be applied to the floor.

AUTHORIZED ADHESIVE TAPE: Polyken 1o5c LPDE/ Scapa 274004 / DC-WOO2A / DC-W188F

### 17. USE OF A DRONE INSIDE THE PALAIS DES CONGRÈS

It is forbidden to use a drone in a space occupied by customers. Exceptionally, special permission may be granted by the Security of the Palais under certain conditions. Drone pilots must always carry a valid drone pilot certificate with them when using their device. A valid drone pilot certificate is a printed or electronic document issued by Transport Canada. No other form of certification will be accepted by the Palais' Security. The following documents will also be required:

Copy of the drone registration issued by Transport Canada;

Copy of valid drone pilot certificate

Copy of the promoter's insurance

Copy of the user's emergency plan

Flight plan with specific times and locations of use. It is important to note that both the drone pilot and the promoter are entirely responsible for any damage that may be caused while using the drone (e.g.: booth or hanging structure, sprinker system, etc.).

### 18. DISPLAYS

In order to avoid the subjective or random application of certain Show current regulations, the Show Management wishes to bring to further clarify some points. More comprehensive administrative measures have also been adopted for the benefit of the Show's quality of presentation. These specific points are brought to your attention in order to help you prepare for your upcoming installation.

#### 18.1. Partitions for stands

- A. Walls must be hard-sided for stands of 499 square feet and less.
- B. Walls must not be higher than 8 feet unless special permission is given by the Show Management. Walls must be self-supporting and cannot be suspended from ceilings.
- C. The external side of walls of stands must have a quality finish and be considered safe.
- D. These restrictions do not apply for stands on the outskirts of the Show venue.

#### 18.2. Projecting screens

- A. Projecting and video screens must be approved by the Show Management.
- B. Screens must be oriented imperatively towards the interior of the stand (not towards the outside of the stand and/or the side of a neighbouring stand). They must rest on a floor support and if need be, for safety concerns, be tied to the ceiling.
- C. Screens must be positioned in a manner that doesn't obstruct the overall view of the Show from its entrance.
- D. Sound is not permitted for giant screens displayed high up.

#### 18.3. Banners/Displays/Suspended Modules

- A. Banners and suspended modules must be approved by the Show Management.
- B. The maximum dimensions of suspended banners are 16'x8' or 8' X 16' and must not exceed a stand's limits.
- C. The top part of a banner must not exceed 20 feet in height. Banner design must respect the quality standards for visual material at the Show. Said design must be approved by the Management.
- D. In any visual display, banner or others, no brand name or product not shown by the exhibitor at his stand are permitted.
- E. All modules and banners must be hung by Palais des congrès staff who will verify that banners and modules are duly approved.
- F. Dimensions given at points B and C don't apply for large stands located along walls.

#### 18.4. Columns dressing

Columns can be totally covered by the exhibitor, by way of suspension or by a structure resting on the floor on the condition that it is done in good taste and that it conforms to safety concerns. Covering (dressing) cannot exceed the columns dimensions by more than 30 centimeters and up to a height of 14 feet. Over this height, covering (dressing) can exceed the column's dimensions by 100 centimeters.

### 19. FIRE PREVENTION

Montreal Fire Department mandatory requirements are that all materials and decorative elements used in the making of stands be fire-resistant.

- A. Gas, diesel or propane engines cannot be activated during opening hours, unless a written authorisation of the Show Management is given.
- B. Fuel tanks should not contain in excess of one-half of the capacity. Tanks or bottles must have safety covers and be sealed for the duration of the Show.
- C. Batteries must be unplugged.
- D. Wall coverings, curtains and decorative materials including dried flowers, cotton, styrofoam, paper and cardboard less than 1/8 inch (3 mm) thick, textiles, netting, and plastic materials must comply with the CAN/ULC-S109-M Standard for Flame Tests of Flame-Resistant Fabrics and Films, or be fireproofed by a company specializing in flame-retardant treatment.

E. Natural trees are permitted if they are potted with their roots and watered every day.

#### **Prohibited materials**

Unless written authorization has been obtained from the Security Department of the Palais des congrès de Montréal, use of the following materials is forbidden:

- Softwood trees or branches
- o Jute
- o Hay
- o Sonotube
- o Peat
- Coroplast (polypropylene), unless the surface used is 10% or less of the total booth surface
- Cellulose acetate fabrics
- Hay, Straw and Shredded Paper
- Packing chip

Inspectors may require that a booth be dismantled or that accessories or other equipment that are not meeting the fire regulation requirements be withdrawn from a booth. All electrical appliances in operation in the Show must be CSA approved and bear a seal of approval as such.

#### 20. MOVE-IN

#### ENTRANCE AND EXIT SLIPS

In order to enter or exit before or after opening hours of the Show, an entrance or exit slip will be required. These slips will be available at the Promoter's office throughout the event. No merchandise can be carried out of the Show site without an exit slip. Exhibitors must provide a complete list for maintenance personnel before the Show and no later than Monday February 5, 2024 at 3:00 p.m. This list should be sent by email to Anne-Marie Boudreault de Sum Logistique : amboudreault@sumlogistik.com

Maintenance personnel hired by exhibitors cannot access the Exhibition Hall without having their name on this list.

#### MOVE-IN

In order to avoid jams at reception doors, please follow these instructions:

- Parking in the loading/unloading docks area is strictly forbidden. Once unloaded, trucks must leave the area or they will be towed at the exhibitor's expense.
- A maximum of 30 minutes is allowed to unload merchandise.
- Trolleys will be supplied to the exhibitors, free of charge, to help carry heavy material to booths. They are in limited numbers, so it is strongly recommended that exhibitors bring their own equipment.
- All exhibitors' material must be unloaded by their own staff.
- Exhibitors will have the possibility to bring material to their stand during the hour preceding the official opening of the Show using light dollies. Otherwise, this is not allowed during opening hours and can only be done by hand.

#### 21. HANDLING OF MERCHANDISE

At the charge of the exhibitor who requests it, forklifts will be available for transporting heavy equipment. You must make a reservation to use these services for your stand before move-in time with Sum Logistique : amboudreault@sumlogistik.com. For those who do not make a reservation, no fixed time will be guaranteed for installation at their stand's space. Trolleys are also available to carry heavy merchandise to your stand. It is also possible to clean your boats at the loading docks area before entering the Show venue itself.

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#### 22. STORAGE FACILITIES

Cases, boxes and packaging material must be removed from the exhibition venue before the opening of the Show. A storage space will be available during this period. Before storing and to avoid any confusion, you can obtain storage labels on site from the technical adviser. Affix labels on boxes and write (in capitals letters) the name of your company and the number of your booth. Number your boxes. When your boxes are ready to be stored, inform the person in charge at the loading dock/reception desk. Let the person responsible at reception that your material is ready for storage. Any unlabelled, unpacked boxes left in the aisles will be automatically discarded. Unused dollies must be returned promptly at the loading dock.

#### 23. REMOVAL OF MERCHANDISE

No part of an exhibited item may be removed from the rented space under any circumstances for the duration of the exhibition without prior written authorization from the ALLIANCE.

The exhibitor must remove any and all exhibited items, equipment, accessories from the exhibition venue on the date and at the time specified under "Dismantling and Removal" of the "Exhibitor's Handbook." The ALLIANCE is entitled to remove any exhibited items, equipment and accessories belonging to an exhibitor and to store them if an exhibitor does not remove them by the specified date and time. The exhibitor will be liable for any removal or storage charges as well as any other costs incurred or damages suffered by the ALLIANCE as a result of the merchandise remaining on or around the exhibition premises after the set date. Starting at 23h00 on the Monday following the closing of the Show, exhibitors will be charged \$ 1,000.00 an hour for any merchandise or material left on the premises plus any removal costs of those if it is required.

#### 24. MOVE-OUT

Moving out of merchandise/products will start on Sunday at the closing of the Show at 17h15 and will end on the Monday at 23h00. Any change to that schedule must be subject to a special agreement with the person in charge of operations. No take-down is allowed before the closing of the Show at 17h15. Use of dollies is not allowed before the removal of carpets from alleyways. Exhibitors who disregard move-in and move-out rules and schedules, who disrupt operations by leaving a vehicle or exhibition material on the floor in areas or in positions preventing progress of operations (fork- lifts and cranes movements) will be subject to penalties. Many exhibitors as well as the ALLIANCE have suffered significant delays in the past or have had to absorb additional costs caused by the negligence of some exhibitors. This rule is of a preventive nature and is put in place for the benefit of all exhibitors.

- Any exhibitor who doesn't comply with the move-in or move-out schedule or whose actions disrupt the progress of
  operations as scheduled will be subject to penalties and/or will have to pay costs (documented) related to delays for which
  he is responsible.
- Aggravating cases will be submitted to the board of directors who will take measures they deem appropriate.
- No trucks and trailers can be left standing in the exhibition hall in the move-out period.

#### 25. STAFF

The exhibitor is responsible for the actions of its employees, agents, suppliers and contractors when present on the site of the Show. The exhibitor must ensure the presence of at least one responsible person in his stand during all opening hours of the Show.

The Alliance reserves the right to deny admission or expel any visitor, exhibitor or employee who doesn't respect these rules or whose behavior disrupts the good running of Show operations. Verbal violence in any form will not be tolerated.

### 26. ACCREDITATION BADGE

The number of accreditation badges allocated for each exhibitor is determined by the size of the stand rented:

- From 100 to 200 sq. ft.: 5 badges
- From 201 to 500 sq. ft.: 10 badges
- From 501 to 1,000 sq. ft.: 12 badges
- More than 1001 sq. ft.: 1 badge/ additional 150 sq. ft.

Badges must be worn at all times throughout the event. Additional badges can be obtained at cost of \$ 50.00 each (applies to lost, stolen of forgotten badges). Exhibitor badges will be available at the entrance service desk during the move-in, starting on Tuesday, 13h00, before the Show opening.

# 27. CONTENTS OF THE CONTRACT

There are no statements, guarantees or conditions with respect to the contents of this contract or said location other than those set forth herein or in the "Exhibitor's Handbook" or the "General Regulations" or any other written document signed by the ALLIANCE.

The exhibitor declares having read and understood the regulations and acknowledges that this application and the ensuing contract are subject to said regulations.

The present is governed by the laws in force in the territory of the province of Québec. Contracting parties agree that the present contract conditions written in English are subjected to the prevalence of the French contract.

The Alliance de l'industrie nautique du Quebec/ Nautisme Quebec thanks you for your collaboration for the success of the Show.

#### Alliance de l'industrie nautique du Québec

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