



Partner Contract

Please complete contract and submit payments to:



Smart Energy Event 2023
The Westin Nova Scotian
Halifax, Nova Scotia
April 17-18, 2023

Suite 100 – 342,
111 – 5 Avenue SW
Calgary, Alberta T2P 3Y6
Telephone: (403) 971-3227
Email: sales@eventworx.ca

1. CORPORATE INFORMATION:

COMPANY NAME:	_____		
PRIMARY CONTACT:	_____	JOB TITLE:	_____
ADDRESS:	_____		
CITY:	_____	PROV/STATE:	_____
POSTAL CODE:	_____	COUNTRY:	_____
TELEPHONE:	_____	MOBILE PHONE:	_____
EMAIL:	_____	WEBSITE:	_____

2. BILLING INFORMATION IF DIFFERENT FROM ABOVE:

BILLING CONTACT:	_____	JOB TITLE:	_____
ADDRESS:	_____		
CITY:	_____	PROV/STATE:	_____
POSTAL CODE:	_____	COUNTRY:	_____
TELEPHONE:	_____	MOBILE PHONE:	_____
EMAIL:	_____		

3. PARTNERSHIP OPTION:

Partnership Selecton:	Subtotal Price:
------------------------------	------------------------

Partnership Description (please include details of partnership or attach deal sheet)

4. SUMMARY:

	Partnership Subtotal
<input checked="" type="checkbox"/>	<p>In the event exhibit space is included in the package, Mandatory Liability & Property Insurance is required to be purchased at time of booking at a cost of \$159.00 <small>\$2,000,000 Liability Limits: General Liability (Per Occurrence and Aggregate Limit), Products and Completed Operations, Personal and Advertising Injury, Fire Damage Limit - \$ 250,000. Medical Expenses not included. Subject to \$1,000 BI, PD and Expenses Deductible. \$25,000 Inland Marine limit - covers your property while in transit to and from the Event Location (3 days before and 3 days after the Event), and while on the Event premises. Subject to \$1,000 deductible. Coverage is subject to underwriting review.</small></p> <p style="text-align: center;"><small>See Section 5(a) on page 4 for Ineligible Risks</small></p>
	Subtotal
	15% HST (must be added to all orders)
	Total Amount of Order

Deposit of 30% plus 15% HST is required at time of booking to confirm partnership. Full and final payment is due January 17, 2023. Orders received after January 17 will be invoiced for 100% of the contract and 100% of the invoice is due upon receipt.

8. APPLICATION AUTHORIZATION:

We hereby apply for a partnership at Smart Energy Event. We hereby agree to abide by the Terms and Conditions printed on Page 3 of this document.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ JOB TITLE: _____

Please note that by signing this form, you agree to our terms and understand that you are entering into a legally binding contract.

9. METHOD OF PAYMENT:

You will be provided with one invoice on which the following contract terms will be described: 30% due on contract signing and receipt of invoice; and remainder due by January 17, 2023. Please indicate the method by which you anticipate paying:

- Cheque (payable to EventWorx Corporation)
- Credit card
- EFT/Wire

Please mail payments to:
EventWorx Corporation
Suite 100-342, 111 – 5 Avenue SW
Calgary, Alberta T2P 3Y6
 GST Number: 795702489 RT0001

Terms & Conditions

1. SPONSOR COVENANTS

- a) The Sponsor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.
- b) If applicable, the Sponsor agrees to abide by all rules and regulations governing the Show established from time to time by EventWorx Corporation ("EventWorx"), including rules and regulations set forth in the Online Exhibitor Zone: "Manage Your Booth" guidelines and information.
- c) The Sponsor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between EventWorx and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.
- d) The Sponsor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.
- e) The Sponsor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show, unless the Sponsor satisfies EventWorx that the contest is being operated in accordance with applicable law, and the prior written consent of EventWorx is obtained.
- f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work") that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Sponsor or its agents, representatives or employees is prohibited without the express written consent of EventWorx. The Sponsor agrees to indemnify and save harmless EventWorx and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Sponsor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Sponsor, its agents, representatives, employees and those for whom the Sponsor is responsible in law.
- g) If applicable, the Sponsor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

2. EventWorx RIGHTS

- a) EventWorx reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Sponsors and Exhibitors for the Show, (ii) reject or prohibit Sponsors which EventWorx considers objectionable, inappropriate, disruptive or offensive to EventWorx, other exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Sponsorships; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to EventWorx.
- b) EventWorx shall have the right from time to time to establish and amend or modify any regulations governing use of the facility and the Show.

3. ASSIGNMENT AND SUBLETTING

The Sponsor shall not assign any rights or sublet space under this license agreement without the prior written permission of EventWorx, which permission may be withheld in EventWorx's sole and unfettered discretion.

4. INDEMNIFICATION

The Sponsor agrees to indemnify and hold harmless EventWorx and the facility, their respective officers, directors, agents, representatives, insurers and employees, or those for whom the Sponsor is responsible in law, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Sponsor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Sponsor, EventWorx, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Sponsor is responsible in law.

5. LIABILITY AND RISK PROPERTY INSURANCE (by Sponsorinsurance.com)

- a) If exhibit space is included in the sponsorship package, the Sponsor must purchase a comprehensive general liability and all risk property insurance policy at the time of booking through EventWorx. The insurance policy will be provided through Sponsorinsurance.com for the period commencing on the first move-in date and terminating on the last move-out date of the Show. The policy shall name EventWorx Corporation, along with the facility at which the Show is taking place, as loss insured and insure the Sponsor against all claims of any kind arising from or in any way connected with the Sponsor's presence or operations at the Show. The policy shall provide coverage of at least \$2,000,000 CAD with a \$1,000 deductible for each separate occurrence. The Sponsor shall not make any claim or demand or take any legal action, whatsoever, against EventWorx, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Sponsor, its officers, directors, agents, representatives, and employees or their respective property. Coverage is subject to underwriting review. Ineligible Risks: Food & Beverages, Alcohol, Amusement Devices, Athletic performances and stunts, Body Piercing and permanent tattooing on site, Chemicals, E-Commerce selling on site, Fertilizers, Firearms, Fireworks Sales & Displays, Pyrotechnics, Games, Installation, Services or Repairs of products on site, Live Animals, Medical Testing, On-Site Equipment Sales/Rentals, Oxygen, Aromatherapy Bars, Pesticides, Pharmaceuticals, Nutraceuticals, Vitamins, Health or Dietary Supplements, Skin Care Products, Cosmetics, Time Share Sales, Tobacco Products, Licensed or Unlicensed Motorized Vehicles, Watercraft exhibits in water. Note: There is no Liability coverage for Vehicles in Motion. Property excluded: EDP (Electronic Data

Processing), audio & video equipment, watches, jewelry made of precious or semi-precious stones and/or precious metals, money, bullion, securities, stamps, antiques, furs, and fine arts.

- b) Neither EventWorx nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Sponsor.
- c) Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Sponsor agreement is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the non-prevailing party.

6. BOOTH DISPLAY

- a) Booth construction and signage must be exhibited in accordance with the rules and regulations pertaining to the Sponsor's booth type and as outlined in the Online Exhibitor Zone: "Manage Your Booth" guidelines and information.
- b) The Sponsor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Sponsor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Sponsor agrees to pay for any additional costs and expenses incurred by EventWorx.
- c) The Sponsor shall not sell, promote or advertise any products and services not in conformity with this license agreement without the prior written approval of EventWorx.
- d) Any featured equipment, presentations, demonstrations, simulations or devices producing noise or odors shall not disturb neighboring Sponsors or visitors of the Show in accordance with the rules & regulations as outlined in the Online Sponsor Zone: "Manage Your Booth" guidelines and information.

7. CANCELLATION AND TERMINATION

- a) The Sponsor shall have the right to cancel this license agreement by notice in writing to be delivered to EventWorx no later than one hundred and eighty (180) days preceding the opening date of the Show. All deposits received by EventWorx up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Sponsor (i) notifies EventWorx less than one hundred and eighty (180) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; EventWorx reserves the right to (iv) cancel this license agreement without notice and all rights of the Sponsor hereunder shall cease and terminate; (v) retain any payment made by the Sponsor as liquidated damages (and not as a penalty) for breach of this license agreement; (vi) re-rent the said space; and (vii) bring action against the Sponsor for payment of the full cost of the space originally licensed from EventWorx.
- b) If the Sponsor violates or breaches any other terms or conditions of this license agreement, all payments made by the Sponsor and all amounts due to EventWorx shall be deemed earned by EventWorx and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, EventWorx shall have the right to immediately occupy the space of the violating and/or breaching Sponsor and utilize it in any manner as EventWorx deems appropriate, including, but not limited to, re-licensing its use to another Sponsor. The Sponsor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another Sponsor in the Show.
- c) Each covenant by the Sponsor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Sponsor shall be a default of the entire agreement entitling EventWorx to immediately and without notice revoke the privileges granted to the Sponsor and take possession of the space of the defaulting Sponsor. Any such revocation of the license granted herein shall be without prejudice to EventWorx to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

8. FORCE MAJEURE

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) EventWorx is unable to permit the Sponsor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of EventWorx, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, EventWorx will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Sponsor may suffer.

9. MISCELLANEOUS

- a) Waiver by EventWorx of any breach of any term or provision of this license agreement by the Sponsor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.
- b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto. No oral understandings or agreements not incorporated in this Sponsor contract shall be binding upon the parties hereto. Any subsequent modification of this contract must be executed in writing (which for the purposes hereof shall include via facsimile or other form of electronic communication) and must be countersigned by the other party to this Sponsor contract (which shall include via facsimile or other form of electronic communication).
- c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.
- d) By signing this agreement, the Sponsor contact person(s) expressly consents to receiving commercial electronic messages (CEMs) via HTML or plain text emails for updates and information on the Show.