

SALON CANADIEN des PRODUITS DE LA MER



CANADIAN SEAFOOD SHOW

NOVEMBER 7 & 8, 2023 - MONTRÉAL



**Palais des congrès
de Montréal**
congresmtl.com

1001, place Jean-Paul-Riopelle
Montréal

HALL D'EXPOSITION

Machinerie, équipement, emballage,
machinerie de transformation, etc.
Weighing Equipment, Packaging Machinery,
Processing Equipment, etc.

- Stand avec une façade ouverte.
Booth with one opened facade.
- Stand avec deux ou plusieurs façades ouvertes.
Booth with two or more opened facades.

EXHIBITION HALL

Exposants poissons & fruits de mer
Fish & seafood exhibitors

- Stand avec une façade ouverte.
Booth with one opened facade.
- Stand avec deux ou plusieurs façades ouvertes.
Booth with two or more opened facades.



Plan subject to change

sales@canadianseafoodshow.com



The booth with
1 OPEN SIDE
CAD\$3500

The booth with
2 OPEN SIDES
CAD\$4000

The booth with
3 OPEN SIDES
CAD\$4500

The booth with
4 OPEN SIDES
CAD\$5000

NUMBER OF BOOTHS* : _____

Number of booths 1 open side : _____ = \$ _____

Number of booths 2 open sides : _____ = \$ _____

Number of booths 3 open sides : _____ = \$ _____

Number of booths 4 open sides : _____ = \$ _____

Number of co-exhibitors : _____ x \$300 = _____

Registration fees** : _____ \$140

Promotion (see p.5) : #1 #2 -\$ _____

TOTAL : \$ _____

1. ADRESSE

Company Name: _____ (« Exhibitor »)

Street Address: _____ City: _____

State/Province: _____ Postal Code: _____ Country: _____

Primary Contact : _____ Tel. : _____

Email : _____

What will be displayed? *(Please list your product or service):*

Which customers / companies would you like to meet during the show?



CO-EXHIBITOR FORM

Fill out a form by co-exhibitor

1. ADRESSE

Company Name: _____ (« Exhibitor »)

Street Address: _____ City: _____

State/Province: _____ Postal Code: _____ Country: _____

Primary Contact : _____ Tel. : _____

Email : _____

What will be displayed? *(Please list your product or service):*

Which customers / companies would you like to meet during the show?

2. AGREEMENT OF RESPONSIBLE PARTIES

The above described Exhibitor hereby agrees with Canadian Seafood Show Inc. («CSFS») operator of Canadian Seafood Show (hereinafter «Event») to pay the below described fees on the below noted dates as consideration for its exhibition and to comply with the Conditions, Rules and Regulations.

3. DEPOSIT

A deposit equaling 50% of the total cost of Exhibitor Rate is due upon receipt of invoice in order to reserve the space requested. Contracts received on or after May 13, 2023 must be accompanied by full payment or paid in full upon receipt of the invoice.

4. PAYMENT TERMS/METHODS

All payments must be made in Canadian dollars (CAD). Payments by check are payable to: CANADIAN SEAFOOD SHOW Inc. For bank transfers and Internet payments, instructions will be sent with the invoice.

5. CANCELLATION POLICY

No cancellation by an Exhibitor is effective unless given in writing by mail or e-mail to Canadian Seafood Show Inc., 1486 rue de la Visitation #3, Montréal (QC) H2L 3B8 Canada or by email to sales@canadianseafoodshow.com. The terms and conditions for cancellation are set forth in the following Conditions, Rules and Regulations attached hereto below and incorporated herein.

Cancellations received by CSFS on or before May 13, 2023 shall be subject to a cancellation fee equal to 50% of the total cost of cancelled space. Cancellations received by CSFS after May 13, 2023 are subject to a cancellation fee equal to 100% of the total cost of cancelled space.

Undersigned on behalf of Exhibitor has reviewed and affirms that Exhibitor shall abide by all Conditions, Rules and Regulations governing Canadian Seafood Show Inc. which are included with this Exhibit Space Contract and incorporated by reference. Exhibitor further affirms that acceptance of this Contract by CSFS constitutes a legal and binding contract and that undersigned is authorized to bind Exhibitor regarding same.

Name : _____ Title : _____

Signature : _____ Date : _____ / _____ / _____

Comments :

PROMOTION #1

Exclusive offer not to be missed!



WHEN YOU BOOK A STAND, GET AN ADDITIONAL 10' X 10' SPACE. BOOST YOUR VISIBILITY BY SHOWCASING MORE PRODUCTS!

*Offer valid until 16 December 2022, by which time booking and payment must be made.

PROMOTION #2

Exclusive offer not to be missed!



INVITE OTHER EXHIBITORS AND REDUCE THE TOTAL COST OF YOUR BOOKING*.

1 EXHIBITOR
15%

2 EXHIBITORS
25%

3 EXHIBITORS
45%

*Offer valid until 16 December 2022, by which time booking and payment must be made.



1- Certain capitalized terms used herein shall have the meanings set forth below:

The “Co-Exhibitor Form” means the co-exhibitor form attached hereto, if any.

The “Conditions” means these Conditions, Rules and Regulations.

The “Contract” means the Conditions, together with the Exhibit Space Contract, Marketing Opportunities Contract, and Co-Exhibitor Form, as applicable.

“CSFS” means Canadian Seafood Show Inc., a Canadian corporation operating the Event described above.

The “Exhibition” means the Event described above

“Exhibitor” means the company named on the Contract, including any and all officers, directors, managers, employees and agents of such company, together with any co-exhibitors identified on the Co-Exhibitor Form, and any and all officers, directors, managers, employees and agents of such co-exhibitor.

2- CSFS reserves the right to refuse the Contract of any party whose product, service or proposed exhibit is inappropriate as determined by its sole discretion. Among other reasons, approval of the Contract may be withheld for: (a) poor credit history of Exhibitor, including but not limited to past due amounts owing to CSFS or its affiliates, (b) breach of the Conditions or any other contract provisions governing any previous trade show or other event conducted or sponsored by CSFS or its affiliates or (c) a determination that a display is not in keeping with the purpose of the Exhibition. Further, if Exhibitor has outstanding unpaid balances owed to CSFS, payments received may be applied to such overdue balances at CSFS’s discretion before an exhibition is permitted.

3- Exhibitor agrees to make payment for space as outlined on the Contract. If payments for space are not made when due, CSFS may, in its sole discretion, reallocate or resell space allotted to Exhibitor.

4- CSFS shall have full power to determine in every respect the allocation of area and position of space at the Exhibition. Exhibitor shall occupy the space allotted to it no later than 5:00 P.M. on the day before the opening of the Exhibition, and Exhibitor’s displays and related materials shall be substantially assembled by such time.

5- Exhibitor is responsible for the cost and erection of tables, counters or other contrivances for displaying goods and for all support services including, but not limited to, such matters as food/beverage, cleaning, electricity, plumbing, and drayage.

6- Exhibitor agrees to comply with all applicable local, state, federal and other laws, ordinances, rules and regulations; with the provisions of any labor agreements which might cover activities conducted within the Exhibition facility; with all rules and regulations of the Exhibition facility; and with any other rules and regulations that may be issued from time to time by CSFS including but not limited to those contained in the Exhibitor Manual (available in April). Exhibitor hereby covenants, represents and warrants that any and all materials and products (including without limitation food products) displayed or otherwise used by Exhibitor within the Exhibition facility will have been obtained in full compliance with the laws of the respective jurisdiction(s) of origin of such materials and products. Exhibitor agrees to indemnify CSFS against any claim, action or loss occasioned by any breach of this Section 6.

7- All materials used for the building, decorating, draping or covering of booths and/or stands must be non-flammable, or rendered so by being immersed in a fire-proofing solution. All exhibit space is subject to inspection by the public safety authorities having jurisdiction over the Exhibition facility and Exhibitor agrees to comply with the directions of said authorities on all matters.

8- Exhibitor must obtain, at its own cost and expense, general liability insurance of no less than \$1,000,000 property damage and personal injury with broad form endorsement including products and completed operations. A certificate in an ACORD form naming CSFS as an additional insured, and requiring at least thirty (30) days’ prior notice to CSFS of cancellation or material modification shall also be provided. CSFS may, in its sole discretion, waive the requirement that CSFS be named as an additional insured. Exhibitor agrees to provide CSFS with certificates of insurance, or other evidence of insurance requested by CSFS in connection with this Condition, no later than ninety (90) days prior

to opening of the Exhibition. In no event shall CSFS be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty. Exhibitor acknowledges that it shall have full responsibility to insure or otherwise keep and protect its property safe from theft or loss. CSFS assumes no risk; and, by the acceptance of this Contract, Exhibitor expressly releases CSFS of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor. Exhibitor agrees to indemnify, defend and hold harmless CSFS from any and all claims, injuries, losses, liabilities, obligations, damages, expenses and costs (including, but not limited to, attorneys' fees and other similar costs of defending claims or law suits brought against CSFS) (collectively, "Damages") if and to the extent such Damages result from (a) Exhibitor's breach of its duties, obligations, covenants, warranties and representations under this Contract, or (b) Exhibitor's actions or omissions with respect to the Exhibition, including but not limited to its decision to hire third-parties in connection with its exhibit or to invite co-exhibitors to share its space. Exhibitor's duty to indemnify CSFS hereunder shall not be affected by any contention that CSFS was negligent, and that such negligence was a contributing or proximate cause of any such Damages, unless and until a court of competent jurisdiction in a matter involving third-party liability finds that such Damages resulted from CSFS's bad faith, gross negligence, or willful misconduct.

9- In no event shall Exhibitor have any claim for Damages of any kind against CSFS in respect to any Damages, direct or consequential, because of the prevention, postponement or abandonment of the Exhibition, by reason of any of the events referred to in Condition 21, or otherwise if for any reason beyond CSFS's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition; and, in such an event, CSFS shall be entitled to retain all sums paid by Exhibitor or such part thereof as are related to services which have already been delivered as of the date of the cancellation of the Exhibition. If, in the opinion of CSFS, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any other reasonable manner, the Exhibition can be carried through, the Contract shall be binding upon the parties, except as to the size and position of space, which CSFS may modify as it deems necessary under the circumstances in its reasonable discretion.

10- CSFS's liabilities for all claims, in contract, tort or otherwise, shall not exceed the amount of the fees paid to CSFS by Exhibitor in connection with the Contract. In no event shall either party be liable to the other for any consequential, indirect, special or incidental Damages, even if a party has been advised of the possibility of such potential Damages. The foregoing limitation of liability and exclusion of certain Damages shall apply regardless of the success or effectiveness of other remedies.

11- Exhibitor agrees to confine all selling and promotional activity to the space allotted by the Contract and not to distribute printed matter or materials of any nature in the aisles, entrances or exits of the Exhibition.

12- Non-transferable passes of admission will be supplied to Exhibitor for distribution to its personnel. Exhibitor will not be admitted to the Exhibition facility without such passes. CSFS reserves the right to limit the number of passes issued to Exhibitor.

13- The right to distribute and/or sell any article of food, drink or tobacco is held by catering concessionaires authorized by the owner of the Exhibition facility. No Exhibitor may sell, give away or distribute any such article without the written consent of CSFS. The foregoing should not be construed to prevent Exhibitor from distributing product samples in accordance with applicable law.

14- CSFS accepts no responsibility for the breakdown or failure of any service(s) provided by third parties in connection with the Exhibition.

15- CSFS reserves the right, in its sole discretion, to refuse any person, including without limitation any employee of Exhibitor, admission to the Exhibition. No person under the age of 18 will be admitted under any circumstance during any phase of the Exhibition.

16- Without prejudice to the rights and remedies of CSFS in respect to any breach of the Contract on the part of Exhibitor, Exhibitor may cancel its Contract subject to the following conditions:

a. Exhibitor must give written notice to CSFS that it desires to terminate its contract by mail at 1486 rue de la Visitation #3 Montreal (QC) H2L 3B8 Canada or email to sales@canadianseafoodshow.com. For this termination to have effect it must either be acknowledged by a representative of CSFS in writing to have effect or sent with a read/delivery receipt.

b. Any such acknowledged notification by CSFS to Exhibitor will constitute a cancellation of the Contract and Exhibitor will be obligated to immediately pay the cancellation fee to as outlined on the Contract;

c. If the space is reduced, the net reduction will be treated as a cancellation of that space;

d. CSFS may retain and shall not be obligated to refund any payments made by Exhibitor unless they are in excess of

the cancellation fee owed by an Exhibitor.

17- The Contract contains the entire understanding of the parties and supersedes an and all prior understandings or agreements between the parties with respect to the subject matter hereof. No alteration, addition, amendment or waiver to or of, the Contract shall operate to alter the Contract unless affirmed in writing by both parties. No course of dealing between the parties shall operate as a waiver of any of the parties' rights under the Contract. No delay or omission on the part of either party in exercising a right under the Contract shall operate as a waiver of such right or any other right hereunder.

18- The purpose of the Exhibition is to promote the sale and use of Exhibition products and related equipment and services. Exhibits must be consistent with this purpose and must adhere, in each case in the determination of CSFS in its sole discretion, to each of the following standards:

- a. Exhibitor must promote the marketing of Exhibition products and related equipment and services.
- b. Exhibitor shall not discourage or promote the limitation, use, distribution, or marketing of any Exhibition product or related product or service.
- c. Exhibitor may encourage or advance its own products, equipment or services; however, Exhibitor shall not unfairly criticize the products or methods of any other exhibitor.
- d. Exhibitor shall not directly or indirectly promote or advertise any idea or product which is inconsistent with the stated purpose of the Exhibition.
- e. Exhibitor shall not infringe the copyrights, trademarks or other intellectual property rights of any third party.
- f. Exhibitor's exhibit shall not have an undesirable or unreasonable deleterious effect upon another exhibit.
- g. CSFS reserves the right to prohibit or remove any exhibit which detracts from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition. The right to prohibit includes, but is not limited to, such persons, things, conduct, printed matter or anything else of a character which CSFS deems objectionable.

19- As an accommodation to Exhibitor, CSFS may list Exhibitor in a catalog prepared and distributed and/or otherwise promote Exhibitor's participation in connection with the Exhibition. Exhibitor hereby grants a limited, non-exclusive, non-transferable worldwide royalty-free right and license to CSFS to use Exhibitor's name, trademarks and/or logos for such purpose. CSFS shall have no liability to Exhibitor for any errors or omissions contained in such catalog or promotions.

20- The Contract may be terminated by CSFS after providing written notice of a breach of any of the provisions herein by Exhibitor, or a breach by Exhibitor of any other contract it may have with CSFS or its affiliates, including without limitation failure to make payments when due pursuant to any such contract, and thereupon all of Exhibitor's rights hereunder shall cease and terminate, and any payments made by Exhibitor on account hereof prior to said termination shall be retained by CSFS as liquidated damages for such breach. CSFS may thereupon reallocate or resell any space that had been allocated to Exhibitor.

21- In the event that the premises in which the Exhibition is to be conducted shall become, in the reasonable discretion of CSFS, unfit for occupancy, or in the event the holding of the Exhibition or the performance of CSFS under the Contract are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of CSFS, the Exhibition may be terminated or moved to another appropriate location at the reasonable discretion of CSFS. CSFS shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of CSFS. For purposes hereof, "cause or causes not reasonably within the control of CSFS" shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockade, embargo, inclement weather, hurricane, tornado, governmental restraints, declaration of public emergency, strike, lockout, boycott or other labor disturbance, technical or other personnel failure, local, state, federal or other laws, ordinances, rules, orders, decrees or regulations and/or any act of God.

22- Neither Exhibitor nor CSFS is or shall be construed to be a partner, joint venturer, franchisee, employee, agent or representative of or with the other for any purpose whatsoever. Except as specifically permitted by the Contract or by a separate written agreement of CSFS and Exhibitor, neither party has or shall have any right or power to act as the agent or to act on behalf or in the name of, or to bind, the other party. Nothing herein shall be construed as granting Exhibitor any proprietary right, title or interest in CSFS or as granting CSFS any proprietary right, title or interest in Exhibitor.

23- If, at any time, any provision of the Contract shall be deemed for any reason to be invalid or unenforceable or prohibited by the laws of the jurisdiction where the activities are to be performed, then such provision shall be considered divisible and shall become and be immediately amended to the extent necessary to make it valid and enforceable by the court or other body having jurisdiction over the Contract. The invalidity or lack of enforceability of any provision of the Contract shall not affect the validity and continuing effectiveness of any other provision of the Contract.

24- The Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that Exhibitor shall not directly or indirectly assign, delegate, transfer, sublicense or encumber any of its rights or obligations under the Contract without the express prior written consent of CSFS.

25- The Contract shall be governed by and construed in accordance with the laws of the Quebec, Canada, without regard to the conflicts of laws provisions thereof to the extent such laws would cause the law of another jurisdiction to apply. The parties unequivocally submit to the exclusive jurisdiction of the Quebec.

26- Exhibitor hereby covenants, represents and warrants, as applicable, that: (a) if it is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) if it is a legal entity, its execution, delivery and performance of this Contract, the fulfillment of and the compliance with the respective terms and provisions hereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate or other legal action of Exhibitor (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); and (c) the Contract constitutes a legal, valid and binding obligation of Exhibitor, enforceable against Exhibitor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights.

27- CSFS agrees and acknowledges that it has relied on Exhibitor's undertakings hereunder, and that, if Exhibitor violates any of the provisions of the Contract, (a) it will be difficult, if not impossible, to compute the amount of loss to CSFS; (b) CSFS will be without an adequate legal remedy; and (c) violation of the Contract will cause substantial and irreparable injury and damage to CSFS. Therefore, the parties agree that, in the event of any violation by Exhibitor of the Contract, CSFS shall be entitled to seek specific performance, injunction, other equitable relief and any other available rights or remedies at law or in equity which may be exercised concurrently with the rights granted hereunder.

28- All notices, requests and other communications required or permitted under the Contract must be in writing, and sent with delivery confirmation, by overnight courier, express delivery, or email, in each case addressed to the parties at the address for each set forth on the Contract, or to such other person or address as either party previously shall have designated to the other by written notice given in the manner set forth above. Notices shall be deemed given when delivered.

Name : _____ Title : _____

Signature : _____ Date : _____ / _____ / _____