

Showcase Stage Terms and Conditions

Binding Presenter Terms and Conditions

Showcase Stage Application (“Application”) and confirmation of acceptance of that Application constitute a contract between the Presenter, and the Good Roads (referred to herein as “GR”), regarding the Presenter’s use of the Showcase Stage at the annual conference February 27 - March 2, 2022, in Toronto, Ontario. By applying for a presentation time for the Showcase, the Presenter agrees to be bound by and adhere to all terms outlined in these Terms and Conditions, which are incorporated in the Application as if fully set out therein. Any violation of the Terms and Conditions could subject the Presenter to one or more of the following at the discretion of GR: Suspension of future participation privileges; or expulsion from the current Showcase Stage. In the event of any such actions, the Presenter acknowledges and agrees that GR is not liable to Presenter for any refunds of fees or for any of the Presenter’s other expenses related to their participation in the Showcase Stage.

Nature of the Showcase Stage

Presenter affirms that their participation in the Showcase is for the sole purpose of educating attendees on the goods, services, and solutions available through the Presenter’s organization. Presenter shall not sublet its Showcase time, nor any part thereof, to any other organization, nor shall Presenter highlight goods, services, or solutions of any organization other than its own.

Onsite Sales

Presenter information and materials must be educational, professional, or instructional in nature. Presenter may not engage in “over-the-counter” sales of goods or services for onsite delivery or in the taking of orders or exchange of cash, checks, or credit cards for delivery at a later date.

Location, Date, and Time of Solutions Showcase Theater

Presenter will be assigned to a specific starting time in the Showcase, which is located inside the Exhibit Hall in the Canadian Room, in the Fairmont Royal York, Toronto, Ontario. Presentations must start at their allotted times and may last no more than 30 minutes and end on-time.

Presenters may enter the Showcase to set up no earlier than 5 minutes prior to the start of their presentation period and they must be completely out of the Showcase no later than 10 minutes after the scheduled end of their presentation period.

Items Included with Showcase Stage

The Showcase is defined by pipe and drape, is carpeted, and includes the following furnishings and equipment: Seating for approximately 25 people, one wireless hand-held microphone, one audio speaker/amplifier, one 70" video monitor (with HDMI connector), a table at the front (for your laptop), and a table at the back (for handouts). (GR does not provide computers. If Presenter brings a computer, it must be compatible with HDMI.)

Promotion

Promotion of the Presenter's showcase is the responsibility of the Presenter. If the presentation title and description are received by January 24, 2022, GR will list them on the conference app and mobile in the printed program. GR strongly recommends that the Presenter actively promote attendance at its Showcase by email, social media, and by word of mouth or handout within their exhibit booth.

Use of Theater

Presenter shall confine its activities to the inside of the Showcase. Presenter shall not place any promotional displays, signs, or backdrops in the Theater. With the exception of a laptop computer or tablet, the Presenter may not bring any electronic equipment into the Theater area. The volume for electrically produced sound will be set and controlled by GR. Electric lights are prohibited. GR reserves the right to limit attendance in the Showcase area to no more than 35 people. The Presenter may bring its own published materials (flyers, brochures, etc.) for distribution to attendees inside the Theater, however Presenter must remove all such materials from the Theater no later than 15 minutes after the scheduled ending of Presenters presentation.

Electricity

GR does not provide nor allow for the purchase of electricity by Presenters.

Meeting Registration

The Presenter's representatives in the Showcase must be registered as Exhibitors of the 2022 Conference. Presenter's representatives shall wear identification badges provided by GR at all times while they are in the Showcase area.

Presenter Responsibility for Professional Conduct

It is the responsibility of the Presenter to ensure that all of its representatives are aware of, and adhere to, these Terms and Conditions, and conduct themselves in a professional manner. GR reserves the right to restrict or limit the number of Presenter

representatives in the Showcase. Any Presenter representatives conducting themselves in a manner not deemed to be professional by GR staff may be asked to leave the Showcase.

Payments and Cancellation

If Application is submitted prior to December 1, 2022 a 50% deposit is due with the Application, and the balance is due by February 1, 2022. If Application is submitted on or after December 23, 2022 a 100% deposit is due with the Application. Failure to make payments does not release the Presenter’s contracted or financial obligations.

Any cancellation must be submitted to GR in writing. If Presenter should cancel this Application, Presenter shall, within 10 days of cancellation, pay GR the following amount, as liquidated damages and not as a penalty, based on the date cancellation is received:

Before November 1, 2022.....0% of contracted fee

December 1 to January 27, 2022..... 50% of contracted fee

After January 27, 2022..... 100% of contracted fee

Responsibility for Property

Presenter shall be liable for any damage or loss to Presenter’s property resulting from theft, fire, accident, or any other cause. Presenter shall insure its own equipment, materials, and personal property. GR shall not assume liability for any injury that may occur to Presenter’s employees, agents, or visitors.

Indemnification

To the extent permissible by law, the Presenter shall indemnify and hold harmless GR and its officers, directors, agents and employees and The Fairmont Royal York and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney’s fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Presenter, its employees, agents, contractors, members, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of GR.

Waiver of Rights

Any rights of GR under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of GR.

Failure to Present

If Presenter fails to use the Showcase during its scheduled presentation period, Presenter shall not be relieved of its obligation to pay the full fee for the presentation.

Good Roads

Facility

Presenter is liable for any damage caused by Presenter, Presenter's agents, employees, or representatives to building floors, walls, or columns. Presenter shall not apply paint, lacquer, adhesive, or other coatings to building columns, floors or walls, or furniture to the Fairmont Royal York.

Revisions to Time Slot or Theater Location

GR retains the exclusive right to revise the Showcase location and/or to change Presenter's presentation period. If Presenter is not able to accommodate the change in presentation period, GR will refund Presenter's fee for the presentation.

Prohibited Items

The following are expressly prohibited in the Facility: Flammable or non-flammable compressed gases, helium-filled balloons, live animal (except service dogs), birdseed, glitter, confetti, adhesive-backed decals, open flames, flammable or combustible liquids/materials, hazardous chemicals and materials, explosives, blasting agents, and any other materials prohibited by law.

Eligibility

GR has the sole right to determine the eligibility of any organization for inclusion in the Showcase.

No Smoking

The use of tobacco products is prohibited at the Fairmont Royal York.

Compliance with Other Applicable Requirements

Presenter agrees that it shall comply with all applicable laws and regulations. The Presenter further acknowledges and agrees that it has reviewed and shall comply with all GR rules, policies, and procedures.

Amendments and Additional Rules

Any matters not specifically covered by the preceding Terms and Conditions shall be subject solely to the decision of GR. At any time, GR may amend or add to these Terms and Conditions, and all such amendments and/or additions shall be binding on Presenter.

Good Roads