

Application to Exhibit at the 2009 A Taste Of The Caribbean

Application deadline: April 15, 2009

Company Name: _____
(As you want it to appear in Program Booklet)

Mailing Address: _____
Address city state postal code country

Main Contact Person: _____

Telephone #: _____ Fax#: _____ E-mail: _____

Name(s) of representative(s) attending, (as their name should appear on identification badges)

Name 1: _____ Name 2: _____

TOTC Booth Package \$650 Cdn* (50% deposit at time of registration) Balance due by April 30, 2009.

For additional booth(s), larger booths and sponsorship opportunities please contact Desiree Tucker at : 514-792-4542

*Price of Booth space also includes one 4x6 table, one chair and 2 Regular Adults tickets to the Festival (Value: \$80.00) Electricity rental is optional and must be contracted by GES and paid by Exhibitor.

Payment Options:
By Check: Please make cheque payable to:
A Taste of the Caribbean

Money Order – A Taste of the Caribbean

Cash

this contract. The Organizer makes no representations or warranties, expressed or implied, regarding the number of persons who will attend the Event or regarding any other matters.

Please fax this form to:
Desiree Tucker
(514) 620-8404

Or mail to: A Taste of the Caribbean (514) 620-6612
557 Montford Drive
Dollard des Ormeaux, Quebec
H9G 1M9
www.atasteofthecaribbean.ca
Gemma Raeburn-Baynes President

TERMS AND REFERENCES

The term "EVENT", ORGANIZER, TOTC, means A TASTE OF THE CARIBBEAN. "Exhibitor" means collectively (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the Organizer in the manner stated below, and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. The Organizer has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment. The Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste.

EXHIBITOR'S QUALIFICATIONS

The Organizer in its sole discretion determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to, but not specific to, Marketers of Caribbean culture, tourist and trade, and their agents who supply products and services to the Caribbean community and tourist industry. The Organizer reserves the right to restrict or remove any exhibit, which the Organizer in its sole discretion believes is objectionable or inappropriate.

CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been accepted by a duly authorized representative of the Organizer. Payment is to accompany the Contract submitted by the Exhibitor to the Organizer. Payment must be received in full in order to permit the Exhibitor to occupy the booth space allocated.

SPACE ASSIGNMENT

The Organizer in its sole discretion shall assign exhibit space for the Event, and for the Event dates only. Any such assignment does not imply that similar space will be assigned for future Events. The Organizer reserves the right to change the floor plan or to move an Exhibitor to another location prior to or during the Event if the Organizer in its sole discretion determines that to do so is in the best interest of the Event. The Exhibitor shall have no claim for compensation as a result of any changes.

CARE OF EXHIBIT FACILITY

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility, or associated facilities stand equipment, or the property of others caused by the Exhibitor.

LIMITATION OF LIABILITY

Under no circumstances shall the Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall the Organizer's maximum liability under any circumstance exceed the amount actually paid to the Organizer by the Exhibitor for exhibit space rental pursuant to

RULES AND REGULATIONS

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document, are an integral part of this contract and are incorporated herein by reference. The Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to the Exhibitor.

CANCELLATION BY EXHIBITOR

If Exhibitor desires to cancel this agreement, the Exhibitor may only do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. In such case the Exhibitor will continue to be liable for 100% of the total exhibit fee unless the Organizer receives the written notice of cancellation no later than 60 days prior to the opening date of the Event. If a written notice of cancellation is received between 61 and 90 days inclusive before the opening date of the Event, the Exhibitor will be liable for 50% of the total exhibit fee. If cancellation is received more than 90 days before the opening date of the Event, the Exhibitor will be liable for 25% of the total exhibit fee.

CANCELLATION BY TOTC

If Exhibitor fails to make a payment required by this contract in a timely manner, the Organizer may terminate this contract (and Exhibitor's participation in the Event without further notice and without obligation to refund monies previously paid. The Organizer reserves the right to refuse the Exhibitor permission to move in and set up an exhibit, if the Exhibitor is in arrears of any payment due to the Organizer.

CANCELLATION OF THE EVENT

If the Organizer cancels the Event due to circumstances beyond the reasonable control of the Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), the Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities of Organizer to Exhibitor. The Organizer reserves the right to cancel, re-name, or re-locate the Event, or change the dates on which it is held. If the Organizer changes the name of the Event, relocates to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the event originally was scheduled to be held, no refund will be due to Exhibitor, but the Organizer shall assign to Exhibitor, in lieu of the original space,

such other space as the Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this contract.