EXHIBITOR AGREEMENT

The Exhibit Hall is a key opportunity for organisations to connect with ASM delegates. If you have questions, please reach out to us!

This agreement is made on Click here to insert data by Click here to type exhibitor name (hereinafter referred to as "Exhibitor") and *Canadian Organization of Medical Physicists (COMP)* (hereinafter referred to as "The Organizer"), exclusively for the 2024 COMP Annual Scientific Meeting.

Please note that by signing this agreement you are agreeing to adhere to all the deadlines and to follow all requirements stated herein.

TERMS

This agreement will be effective upon execution by both parties and will terminate on June 30, 2024 or when all conditions of this agreement have been met. This agreement cannot be terminated except by the conditions as stated herein.

AGREEMENT

Click here to type exhibitor name is being provided a booth in the Exhibit Hall at the **2024 COMP Annual Scientific**Meeting. I understand that by signing this agreement that I/we have contracted for the following exhibitor fee of \$1,600.00 (+ applicable taxes) for COMP Affiliate Members or for a fee of \$3,000 (+ applicable taxes) for non-member companies.

The exhibit fee includes:

- Full conference registration for 2 individuals
- Listing in dedicated page for Exhibitors on conference website and in program
- Logo recognition on ASM website with company profile and links to website
- A prize (approximate value \$50) to be used to incentivize visits to the booth. Winners will be announced at the Banquet.
- A delegate registration list that includes names, organizations and email contact information for all delegates. To be supplied following the meeting.

TERMS AND CONDITIONS

DEFINITIONS: "Event" means 2024 COMP Annual Scientific Meeting, scheduled to be held June 5-8, 2024. "The Organizer" means the Canadian Organization of Medical Physicists (COMP), its representatives and show organizer team, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company and/or individual that

applied for an exhibit space use and agreed to enter this contract upon acceptance by the Event Manager in the manner stated below and (ii) each of its and/or their officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

CONTRACT ACCEPTANCE: The submission of 2024 COMP Annual Scientific Meeting Exhibitor Agreement for the exhibit space and written acceptance of the application by the Organizer constitutes a contract for the right to use the exhibit space.

EXHIBITOR PAYMENT: Upon receipt of the invoice, Click here to type exhibitor name shall pay to the Organizer 100% of the total price.

Make all cheques payable to "Canadian Organization of Medical Physicists (COMP)". If the name of the exhibiting company is different than the name on the cheque, indicate the exhibiting company name on the cheque. Only the company name entered in this application form/agreement is considered the official Exhibitor. Mailing Address: 300 March Road, Suite 202, Kanata, ON K2K 2E2.

Credit Card Payment: Call Ali Forgie at 613-599-3491 with your payment information.

ASSUMPTION OF RISKS: Releases: Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with the Event, Exhibitor's participation, or presence at the Event, including, without limitation, damage or injury (collectively "Loss") to or of any business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Neither The Organizer nor the Event space accepts responsibility. Neither The Organizer nor the Event Facility shall be liable for, and Exhibitor hereby releases them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this Section 4 or not.

INDEMNIFICATION: Exhibitor shall indemnify, defend and hold The Organizer and the Event space harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law, agreement, regulation or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. This Section 5 shall survive the termination or expiration of this Contract.

LIMITATION OF LIABILITY: Under no circumstances shall The Organizer or the Event 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 The Organizer is apprised of the possibility of any such lost profits or damages or not. In no event shall The Organizer's maximum liability exceed the amount actually paid to COMP by Exhibitor for exhibit space used pursuant to this contract. The Organizer makes no representations or warranties, express or implied,

regarding the number of persons who will attend the Event or regarding any other matters. As a condition of exhibiting at the Event, Exhibitor agrees to carry commercial liability insurance, naming COMP and the Delta Regina as additional insured.

EXHIBITOR APPLICATION: The Organizer may refuse acceptance of any exhibitor application for any or no reason. The Organizer, in its sole discretion exercisable at any time, determines whether any exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms that supply products and/or services to in connection with the marine industry.

EXCLUSIONS: The Organizer has the right to restrict or remove any Exhibitor that, in the opinion of the Organizer, detracts from the general character of the Event. This reservation applies to displays, personal conduct, and methods of operation. In the event of such restrictions or evictions, the Organizer will not be liable for any refunds or other exhibit expenses.

EXHIBIT SPACE OCCUPANCY: The Organizer shall abide by all public health restrictions in place at the time of the event and not exceed fire code capacity. The Organizer shall specify the hours and dates for occupying the space.

CANCELLATION BY EXHIBITOR: Exhibitor may cancel this contract if the The Organizer has another company to take over their booking. In this event, a full refund, minus a \$100 administration fee, will be extended.

CANCELLATION BY ORGANIZER: 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 any monies previously paid. The Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with The Organizer, without any obligation on The Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If The Organizer removes an exhibit that it considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

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, labour strike or unavailability of the Event space) The Organizer shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by The Organizer, in full satisfaction of all liabilities of The Organizer to Exhibitor. The Organizer reserves the right to cancel, rename the Event or change the Event Dates. If The Organizer changes the name of the Event or changes the Event to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor. If The Organizer elects to cancel the Event other than for a reason previously described in this paragraph, The Organizer shall refund to Exhibitor its entire payments for their exhibit space, in full satisfaction of all liabilities of The Organizer to Exhibitor.

LISTING AND PROMOSTIONAL MATERIALS: By exhibiting at the Event, Exhibitor grants to The Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and/or product names of Exhibitor in any directory or distribution list or material (whether in print, electronic or other media) listing organizations exhibiting at the Event and to use such names in The Organizer's promotional materials. The

Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials. The Organizer may also take video recordings of the Event space, guests, and personnel during, before or after the open hours of the Event and use those photographs for any promotional purpose.

TAXES AND LICENCES: Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial, or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

INCORPORATION OF RULES AND REGULATIONS: 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 notice to Exhibitor. Any rules and regulations are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to Exhibitor.

ADDITIONAL TERMS AND CONDITIONS: The Organizer has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. In addition to its right to close an exhibit and withdraw acceptance of or terminate the contract, The Organizer in its sole judgment and discretion may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of The Organizer. Exhibitor shall not assign this contract or any right or obligation hereunder.

ENTIRE AGREEEMENT: This contract (including the Sponsorship or Exhibit Hall Prospectus and any additional rules or regulations adopted by The Organizer from time to time) represents the entire agreement between The Organizer and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements, or representations by or between The Organizer and Exhibitor relating to the Event.

GOVERNING LAW: This contract is governed by the laws of the Province of Saskatchewan as applied to contracts entered and entirely performed within that Province by residents of that Province. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in the Province of Saskatchewan, which shall constitute the exclusive forum for the resolution of all disputes arising out of, connected with, or related to this contract or the breach of any provision of this contract.



REGINA, SASKATCHEWAN

JUNE 5-8 JUIN 2024

AUTHORIZATION

Sponsor Representative	COMP Office
Name	Name
Title	Title
Signature	Signature
Date	Date

CONTACT INFORMATION

Name	
Title	
Company/Organization	
Address	
Province/State	
Postal/ZIP Code	
Country	
Phone	
Email	
Company Website	