



EXHIBITION CONTRACT

FOR THE CANADIAN COUNSELLING & PSYCHOTHERAPY ASSOCIATION'S
NATIONAL 2010 CONFERENCE "*Counselling: What's on the Horizon?*"

This agreement is between:

- (i) The Canadian Counselling & Psychotherapy Association (CCPA) and
- (ii) The following Exhibitor, with a mailing address as noted below;
(The "Exhibitor")

NOTE: *Please provide the information below exactly as you wish it to appear in the conference Exhibitor's Prospectus ("the Prospectus") and on signage. All sections must be completed before this contract will be accepted. Please print clearly in the space provided or attach typed copy.*

Organization / Company Name: _____

Mailing Address: _____

City and Province or State: _____

Postal Code or Zip Code : _____

Contact Person (full name) _____

Phone Number (with area code): _____

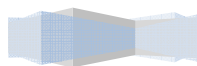
Fax Number (with area code): _____

E-mail: _____

URL (Home Webpage Address): _____

Product or service to be exhibited
(40 words maximum) _____

1 The name of the contact person will not be listed in the conference program or on signage, unless the Exhibitor so advises the Steering Committee.



The Parties agree to the following terms and conditions:

DEFINITIONS

1. In this Contract:

- "Conference Coordinator" means the organization appointed by CCPA to oversee and manage the Conference on behalf of the association.
- "Steering Committee" means the Steering Committee appointed by CCPA to oversee and manage the Conference locally on behalf of CCPA, and includes the Co-Chairs of the Committee as the context so requires.

A. CONTRACT

This application is for rental of an exhibit space at the 2010 National Conference ("the Conference") of the Canadian Counselling & Psychotherapy Association ("CCPA") to be held in Charlottetown, Prince Edward Island on May 11 to 14, 2010, at the Delta Prince Edward Hotel, 18 Queen Street, Charlottetown, Prince Edward Island C1A 8B9 ("the Hotel").

2. The Exhibitor is applying for the exhibit at the following cost.

Exhibition Fees:

Exhibitor – \$600

(Early Bird Price, on or before December 31, 2009 – \$500)

3. This application, when properly executed by the applicant Exhibitor and accepted by the Steering Committee, constitutes a valid and binding contract between the Exhibitor and CCPA for the rental of an exhibit space and other facilities as specified herein at the Conference.

4. Both Parties agree that:

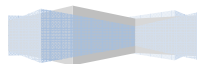
- a) once this application has been accepted the Conference Coordinator in turn provides the Exhibitor with a written acceptance and notification of the exhibit space that has been assigned to that Exhibitor by the Conference Coordinator, this application constitutes a binding contract between the Parties;
- b) information in the Exhibitor's Prospectus ("the Prospectus") that is referred to within this Contract constitutes a term or condition of Contract; if there is a conflict between the Prospectus and this Contract, the terms of this Contract prevail over the Prospectus to the extent required to resolve that conflict.

B. EXHIBIT RENTAL

Rental costs and method of payment

5. An Exhibitor must:

- a) make full payment for the exhibit rental that it has applied for and in the amount as specified in the Prospectus, and must include that payment with the signed Contract;



- b) make the cheque or money order payable to “The Canadian Counselling & Psychotherapy Association”;
 - c) include the payment and return the signed Contract to the Conference Coordinator at the address noted on the registration form by no later than 12:00 pm (noon) on March 31, 2010.
- 6. The Steering Committee may, at its sole discretion, accept a Contract that is received after the deadline specified in clause 6(c), but information about the Exhibitor may not be included in the Exhibitors Guide.
- 7. If an Exhibitor’s cheque is not accepted by CCPA’s financial institution as being Not Sufficient Funds or any other reason, the Conference Coordinator may do either of the following:
 - a) the Conference Coordinator may deem or treat the Contract as being null and void, and at its sole discretion immediately re-assign the space/opportunity without further notice to another Exhibitor;
 - b) the Conference Coordinator may demand full payment from the Exhibitor plus the applicable bank charges, within a deadline set by the Steering Committee so as to maintain the contract, but if the Exhibitor’s fails to meet that demand the Steering Committee may seek redress from the delinquent Exhibitor act under clause (a).

Exhibition space and other benefits

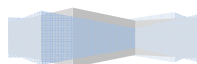
- 8. When an Exhibitor’s application has been accepted, the Conference Coordinator will assign to that Exhibitor
 - (a) an exhibit space as described in the Prospectus, and
 - (b) an insert in the Conference Exhibitor’s Guide, and such other promotional benefits listed in the Prospectus that apply to that Exhibitor.

Assignment of Exhibit Space

- 9. The Conference Coordinator will assign an exhibit space to an Exhibitor based on the order of date of receipt of applications, as well as size, utility requirements and location of the space requested.
- 10. By submitting this application, the Exhibitor is agreeing that the Conference Coordinator may assign an exhibit space and any such assignment is final and constitutes an acceptance of the Exhibitor’s offer to occupy the assigned space.
- 11. Notwithstanding the above, the Conference Coordinator may make modifications to the exhibit spaces or floor plan, as necessary, to meet the needs of all exhibitors, exhibit program and the Fire Marshall.
- 12. Further, the Conference Coordinator may assign a new exhibit space to an Exhibitor to replace the one assigned previously, and unless such a change in space is so substantial as to make the Exhibitor’s participation at the Conference not financially viable, the Exhibitor will accept the new exhibit space as a replacement.

Furnishings

- 13. The Exhibitor is responsible for any additional furniture, draping, accessories, signs, electrical outlets, etc. as specified in the Prospectus.



14. Notwithstanding the above, the Exhibitor will ensure that:
 - a) table coverings as well as all booth equipment are of non-flammable material;
 - b) decorative materials are resistant and in accord with the standards established by the Charlottetown Fire Department.

Special Arrangements

15. If an Exhibitor requires special arrangements, such as additional electrical outlets, internet connections, or other rental items or special facilities, it shall arrange to rent or purchase such items or services directly from the hotel.

Passes

16. The Conference Coordinator will provide to the Exhibitor complimentary passes according to the benefits listed in the Prospectus that apply to that Exhibitor.
17. No refunds on Conference registrations will be given to an Exhibitor who has already registered as an individual for the Conference.

C. CANCELLATION OF EXHIBIT CONTRACT

Cancellation of Conference

18. In the event that fire, strike or other circumstances beyond the control of CCPA causes the Conference to be cancelled, the Conference Coordinator will arrange a full refund of the Exhibitor's exhibit rental fee.

Cancellation by Exhibitor

19. In the event that the Exhibitor notifies the Conference Coordinator in writing of an intent to cancel its participation at the Conference and that notice is received before noon on March 31, 2010, CCPA will refund all sums paid by the Exhibitor less a processing fee as follows:
 - (a) for a cancelling Exhibitor, a \$50 fee per cancelled space.
20. No refund of any fee will be made by CCPA to an Exhibitor if a notice of cancellation is received on or after noon on March 31, 2010.

Failure to Occupy Space or Complete Display

21. If the Exhibitor does not occupy the space or has failed to complete the set-up of its display by the close of the exhibit installation period on 12:00 (noon) on Thursday, May 13, 2010, that failure will be deemed to be a forfeiture by the Exhibitor and on that date the Conference Coordinator may then resell the space reserved for that Exhibitor to another exhibitor without refund to the forfeiting Exhibitor.
22. CCPA reserves the right to remove, at the Exhibitor's expense, any display that has not been completed by the close of the exhibit installation period on 7:00 pm on Tuesday, May 11, 2010, and the Exhibitor agrees to pay, within 30 days of being notified by the Conference Coordinator, the fee that the Steering Committee may charge for completing or removing that display, including any labour costs

incurred by the Conference Coordinator for that purpose.

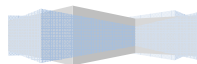
D. CONSTRUCTION, INSTALLATION, AND USE OF EXHIBITS AND EXHIBIT FACILITIES

Acceptability of Exhibits

23. CCPA will provide space for individuals, governmental agencies, as well as profit and non-profit organizations, to exhibit their materials to members and non-members attending the Conference.
24. An Exhibitor must ensure that:
 - a) its exhibit and all materials are approved by the Steering Committee;
 - b) its exhibit is not operated in a way that will detract from other exhibits, the exhibition or the conference as a whole;
 - c) its exhibit and all materials comply with all applicable federal and Prince Edward Island legislation or Charlottetown city bylaws;
 - d) any information it collects complies with the *Personal Information Protection Act*;
 - e) the size and location of its exhibit meet the dimensions and directives as set out in the Prospectus, or as assigned or modified by the Steering Committee under sections 11 to 14 of this Contract;
 - f) the exhibit or any booth in the rental space is constructed and arranged so that it does not obstruct the general view, or hide the exhibits of other exhibitors.
25. If the Conference Coordinator in consultation with the Steering Committee does not believe that an Exhibitor has met the above requirements, it may direct the Exhibitor to immediately remove the non-complying exhibit or material, to promptly relocate that exhibit to another location, or to take such other action as the Conference Coordinator determines is necessary in the circumstances, and to do so at the Exhibitor's expense, and the Exhibitor shall comply promptly with such a directive without protest.

Restriction on Use of Space

26. The Exhibitor shall not sublet, assign or share any part of the space allocated to that Exhibitor without the written consent of the Steering Committee.
27. The Exhibitor must:
 - a) confine any solicitations or demonstrations within the bounds of its exhibit space;
 - b) not use any aisle or public space for exhibit purposes, display signs, solicitation, or distribution of promotional material;
 - c) not locate any exhibits, signs and displays in any of the public space or elsewhere on the premises of the meeting facilities or in the guest rooms or hallways of the Hotel;
 - d) ensure that exhibit spaces or booths are staffed at all times during exhibit hours;
 - e) obtain its own license for the use of copyrighted music or other materials;



- f) ensure that any music or sound generating device is operated in a manner, at a volume that is respectful of others, and in compliance with any directives given by the Steering Committee, the Conference Coordinator or the Hotel.

Appearance of Exhibits

28. If the Conference Coordinator in consultation with the Steering Committee determines that any part of an exhibit is not attractive, such as unfinished side or end panels of a display table or booth, the Exhibitor must promptly arrange for that part of the exhibit to be draped or otherwise made attractive and shall do so at the Exhibitor's expense.
29. If the Exhibitor does not comply with the Steering Committee's request within 24 hours, the Exhibitor agrees to pay, within 30 days of being notified by the Steering Committee, the fee that the Conference Coordinator may charge to complete the necessary finishing, including any labour costs incurred by the Conference Coordinator for that purpose.

Installation and Dismantling of Exhibits

30. The Exhibitor agrees that
 - a) it will install its exhibits during the time indicated in the Prospectus and will complete the set-up no later than 10:00 pm on Tuesday, May 11, 2010;
 - b) it will dismantle its exhibit during the time indicated in the Prospectus and will complete the dismantling of its exhibit no later than 7:00 pm on Friday, May 14, 2010;
 - c) no exhibit will be erected after the Conference opens at 8:30 am on Wednesday, May 12, 2010, or be dismantled before the official closing date and time of 1:00 pm, on Friday May 14, 2010.
 - d) if an Exhibitor breaks down an exhibition before the closing time, that Exhibitor will be assessed an additional \$200 fee;
 - e) all materials it requires will be delivered to the exhibit room and removed from the room by the specified deadlines.
31. If the Exhibitor does not remove its exhibit or materials by the specified time, the Exhibitor agrees to pay, within 30 days of being notified by the Conference Coordinator, the fee that the Conference Coordinator may charge to complete the necessary removal, including any labour costs incurred by the Conference Coordinator for that purpose.
32. The Exhibitor will comply with the provisions regarding the shipping of exhibits to the Hotel as set out in the Prospectus.

Labour

33. Other than staffing the exhibit during the conference, the Exhibitor shall employ only personnel, painters, carpenters, electricians, and other skilled labour that are acceptable to the Hotel for all work in relation to setting-up or removing the exhibit.

Fire and Safety Regulations

34. The Exhibitor agrees to be bound by:
 - a) all applicable fire, utility and building codes and regulations;
 - b) any Hotel rules or regulations;
 - c) the terms of agreement between CCPA and the Hotel that is applicable to an Exhibitor.
35. The Exhibition will not store combustible materials in an exhibit space or around any booth or table.

Damage to Exhibit Facilities

36. The Exhibitor agrees that it will surrender the rented exhibit space in the same condition that it was at the commencement of the rental.
37. The Exhibitor or its agents shall not injure or deface any Hotel facilities, the booths or the equipment or furniture of the booth.
38. If such damage is identified, the Exhibitor agrees that it alone shall be liable to the owners of the property so damaged.

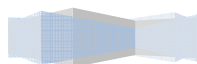
E. LIABILITY

Exhibitor's Responsibilities

39. The Exhibitor is responsible for all insurance and liability protection for its exhibit, employees or visitors to its exhibit, and will ensure that it has obtained sufficient insurance at its cost for fire, theft, bodily injury and negligence protection.
40. The Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any claim arising under this Agreement shall be filed in the courts of and decided under the laws of the Province of Ontario.
41. The Exhibitor further agrees to
 - a) assume complete responsibility for any damage arising under this contract or as a result of the acts or omissions of the Exhibitor, its agents, employees, volunteers and business invitees, and
 - b) to indemnify and hold CCPA
 - c) or any of their officers, directors, employees, volunteers, agents and business invitees harmless from and against any and all actions, proceedings, claims, damages, lawyer fees and expenses of whatsoever kind, arising out of or relating to this contract, including any action incident to or arising from Exhibitor's occupation of or use of an exhibit space or Hotel premises and any actions brought by the Hotel or its agents against CCPA concerning any negligent acts or omissions of the Exhibitor, or its agents, employees, volunteers and business invitees, during this Conference.

Applicable law

42. The Agreement shall be interpreted in accordance with the laws of the Province of Ontario, and any claim arising under this Agreement shall be filed in the courts of and decided under the laws of the Province of Ontario.



Authorized signature of the representative of
the Exhibitor

Date signed

Full name of the representative of the Exhibitor

Authorized signature of the representative of
CCPA

Date signed

Full name of representative of CCPA
Conference

