

MOTORCYCLE & POWERSPORT SHOW 2024 EXHIBIT SPACE APPLICATION



Powered by

8061246 Canada Inc. o/a Power Sport Services (Moto Canada Connect™)
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SHOW MANAGEMENT CONTACT INFO:

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The Motorcycle and Powersport Shows (as listed above) are owned by 8061246 Canada Inc., which operates as Power Sport Services (Moto Canada Connect™) hereinafter referred to as the 'Licensor'.

2024 Exhibit Space Application

- 1) This application for space can be completed by filling in the areas indicated on this PDF form and emailing it back to the Licensor. Alternatively, you may print the document and fax it back to the Licensor. Please fill in the Exhibit Space Application completely (Steps 1 through 6) including the exhibit description.
- 2) Please read and sign the Exhibitor Space and Display Standards form and the Occupational Health and Safety Acknowledgement form included in the package. **In order to have a booth number assigned, the Exhibit Space Application, Exhibitor Space and Display Standards and the Occupational Health and Safety Acknowledgement must be read, completed in full, signed and returned to the Licensor.**
- 3) Please ensure you use the appropriate sq. ft. rate and have the correct calculation for your total plus any applicable provincial and or federal taxes.
- 4) Please send all your completed documents and payment information by email or call for additional information



**2024 EXHIBIT SPACE APPLICATION
TORONTO MOTORCYCLE & POWERSPORT SHOW
February 16-18, 2024 at Enercare Centre, Exhibition Place**

STEP 1: Company Information

Company Name: _____

Exhibiting Name: _____

Contact Person: _____ Onsite Cell #: _____

Email: _____ Website: _____

Address: _____

City/Prov: _____ Postal Code: _____

Alternate Contact: _____ Onsite Cell #: _____

STEP 2: Terms of Payment and Conditions of Application

Payment is due in full for all applications for contracts under \$3,000.00 plus applicable taxes. A 25% deposit is due for all applications for contracts that exceed \$3,000.00 plus applicable taxes, with the remaining balance due 30 days prior to specific show move in date. An applicant for exhibit space will not be allowed to move-in if the account is not paid in full. Payment will not be accepted at or during the show.

No right to allocation of space may be derived from the application. The Licensor reserves the right to decide not to confirm an application, to allocate less space than has been applied for, to alter allocated space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

STEP 3: Exhibit Description

Please supply a specific description of the products/services you will be displaying in your booth space. Only those items described above and approved by Show Management will be permitted to be displayed at the show. (Submit Photos if available)

STEP 4: Exhibit Space Calculation

TORONTO RATE	Depth	Width	Total SQFT	Rate	Sub Total	HST	Total Taxes	TOTAL
Regular Booth								
Regular Bulk								
Retail Booth								
Retail Bulk								
Not For Profit must show NFP status								
TOTAL								

Total amount due including applicable taxes: \$ _____

Please note: If you have specific space requirements, with respect to width or depth, please provide details below:
Due to venue restrictions some limitations may apply. Please note the calculation above may change once final configuration is confirmed and approved.

Step 5: Payment

Company Name: _____

Cardholder Name: _____ Deposit: \$ _____

Type of Card: Visa MC CVV _____ Final Balance: \$ _____

Credit Card Number: _____ Expiry Date: _____

I hereby authorize the Licensor to process the above amounts on my creditcard: _____
Signature

Credit card payments or payments by cheque are payable to: 8061246 Canada Inc., o/a Power Sport Services

We agree to pay 8061246 Canada Inc., o/a Power Sport Services (Moto Canada Connect™) (the "Licensor") the appropriate space rate plus all applicable taxes. We have read and understand the Terms and Conditions of the Application as described herein and in the attached documents and agree to abide by them. By signing below, the undersigned (in both your personal capacity and where applicable, on behalf of the entity) agrees that verbal authorization may be obtained from you to charge the credit card tendered in respect of payment hereunder.

Step 6: Signature

Exhibitor Authorized Signature: _____

Print Name: _____ Date: _____



Exhibit Space Application Terms and Conditions

Use of Space

The Exhibitor's standard for displays and signage must adhere to each of the Licensor's written guidelines, including the Exhibitor's manuals (collectively, the "Exhibitor Manuals") and must be approved in writing by the Licensor on acceptance of application. Each exhibitor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities, and operations to the licensed space. Without limiting the generality of the foregoing, the Exhibitor shall be prohibited from handing out coupons, samples or other materials belonging to or promoting the wares or activities of third parties and shall strictly confine all permitted activities to the licensed space. In addition, the licensed space assigned to the Exhibitor shall be used at all times throughout the show exclusively by the Exhibitor. The Exhibitor shall not assign or transfer, either in part or in whole, or otherwise permit the participation of any third party, in any of the activities, undertakings or displays in the licensed space, without at least [30 days] prior express written consent of the Licensor, which consent can be unreasonably withheld. In the event of the failure of the Exhibitor to utilize all its space to the satisfaction of the Licensor, the Licensor may at any time after the opening hour of the Show allot any vacant space to such other applicant, as it may deem appropriate, in its sole discretion, for the benefit of the exhibition. The Licensor reserves the right to relocate contracted exhibit space as it may deem necessary, in its sole discretion, for the overall benefit of the exhibition. The use of the licensed space shall be subject to these Terms & Conditions the "Exhibitor Manuals", and all rules, regulations, and guidelines now or hereafter adopted by the Licensor for the conduct of the Show, including any governmental rules, regulations or guidelines applicable to the operation of and participation in the Show, all of which are hereby, made a part of this Application. The Exhibitor further acknowledges that the Licensor is a party to an occupancy agreement pursuant to which the use and occupation of the building by the Licensor and each approved exhibitor for the Show is governed (the "Occupancy Agreement"). The Exhibitor agrees to be bound by the terms of the Occupancy Agreement.

Character of Exhibits

The Licensor reserves the right, without compensation to the Exhibitor and without reimbursement of any and all fees paid by the Exhibitor to the Licensor in connection with this Application and participation in the Show, in its sole discretion, at any time, to decline, prohibit or remove any exhibit, Exhibitor, proposed exhibit, or Exhibitor not approved by the Licensor, and to permit only such Exhibitor, display, matter and conduct as the Licensor shall approve and which is in compliance with these Terms & Conditions, Exhibitor Display Standards, Exhibitor Manuals, and any laws, rules, regulations, and guidelines in force and applicable to same. The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems, and all things which effect the character of the exhibition and the Exhibitor will not obstruct or hinder the Licensor in preventing or removing forthwith any matter, conduct or thing which it considers objectionable.

Risks

All property used or exhibited is at the sole risk of the Exhibitor, and the Licensor does not assume any responsibility or liability for the safety of exhibits against theft, robbery, fire, accidents or for any matter or thing whatsoever, or for bodily injury or damage to property or persons caused by the operations of the Exhibitor. The Exhibitor understands and agrees that the Licensor shall assume no responsibility or liability for representations or warranties given by the Exhibitor to the public in regard to its products or services or for transactions or contracts between the Exhibitor and the public, or for any losses or damages arising there from.

Insurance

The Exhibitor must have General Commercial Liability Insurance of a minimum of one million dollars in place at all times during the duration of the Show. The Exhibitor must provide the Licensor with proof of insurance, with the Licensor as an additional insured, 30 days prior to the Show. The Exhibitor shall add the Licensor (8061246 Canada Inc.) as an additional insured and hold the Licensor harmless from any damage, expense or liability, to or in respect to any person, arising out of the Exhibitor's occupancy of the said licensed space or anything or matter connected with such occupancy or the activities of the Exhibitor, its servants, agents or employees in conjunction therewith, whether or not such activities shall occur in the licensed space, the building or elsewhere. **All exhibitors must provide the Licensor with proof of insurance 30 days prior to the show.**

Removal of Goods

Under no circumstances shall any portion of an exhibit be removed from the licensed space during the continuance of the Show without prior written permission of the Licensor. The Exhibitor will cause all exhibits, equipment and products to be removed from the Show premises on the date and time specified as "Exhibit Removal Deadline" in the Exhibitor Manual. Should the Exhibitor fail to remove any and all items by the Exhibit Removal Deadline, the Licensor shall be entitled, at its sole election, to remove any and all remaining exhibits, equipment and materials of the Exhibitor to a place of storage of its choosing. The Exhibitor shall be liable for any and all fees and additional charges, associated with the delayed removal and storage of such property and for any fees and damages incurred by the Licensor for or by reason of all such property of the Exhibitor left at the exhibit space, Show premises or other environs.

Prevention or Interruption of Use of Premises

The Licensor reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. The Licensor reserves the right, exercisable in its sole discretion, to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of such change. In the event the Show is cancelled, including during the duration of the Show, because of reasons beyond the control of the Licensor, space rental fees or deposits already made will be returned to Exhibitors on a pro rata basis, after all related expenses incurred by the licensor through the date of cancellation have been met, and the Licensor shall be released from any and all claims for damage which might arise in consequence thereof.

Labour Agreements

The Exhibitor agrees to observe all union contracts and labour relation agreements in force, agreements between the Licensor, official contractor service companies and the building in which the Show will take place and the labour laws of the jurisdiction in which the building is located.

Cancellation Policy

No amount paid or payable by the Exhibitor hereunder is refundable in the event the Exhibitor does not use the reserved space. The Licensor shall have full power in the interpretation and enforcement of all Terms and Conditions whether contained herein or otherwise and the power to make such amendments thereto and such further rules and regulations governing participation in the Show as it shall consider necessary for the proper conduct of said Show. If the Exhibitor fails to make any said payments at the time appointed thereof, all rights of the Exhibitor and the obligations of the Licensor hereunder shall immediately cease and terminate, and any payments made by it on account hereof prior to said time may be retained by the Licensor as liquidate damages for the breach of this Agreement, and the Licensor may thereupon re-license said space. The Licensor may at any time that the Exhibitor fails to pay any indebtedness owed by the Exhibitor to Licensor, after demand, seize and sell any property of the Exhibitor within the Show premises or their environs, either at public auction or by private sale, and may apply the proceeds thereof against such indebtedness, together with its costs, without prejudice to any other rights of the Licensor, and the Exhibitor shall be liable for any deficiency or loss suffered by the Licensor. This license may be terminated by the Licensor at any time on the breach of any of the terms or conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate, and any payments made by it on account hereof to said termination shall be retained by the Licensor as liquidated damages for such breach, and the Licensor may thereupon re-license said space. Until this application is accepted by the Licensor, the exhibitor shall be entitled to the return of the rent paid, upon notice in writing to the licensor.

General

In the event that any provision of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions or rules shall remain in full force and effect. No waiver or permitted variation of any provision hereof shall be taken to permit any future waiver or variation of such provision. The Exhibitor hereby consents to the use of any pictures or other images by the Licensor in the subsequent promotion of this show, any other shows or events of any nature of the Licensor, without prior notice, consent or approval rights of the Exhibitor. There is no representation, warranty or condition made by binding upon the Licensor affecting the subject matter of this Agreement of the said space other than as expressed herein or in the Exhibitor Information Package or in writing signed by the Licensor. Nothing herein shall be construed as constituting the Exhibitor and the Licensor partners, joint ventures or agents of one another. The Exhibitor has read and understands the Terms and Conditions and understands that this application and the contract resulting from it will be subject to these Terms and Conditions. The Licensor reserves the right to determine the eligibility and appropriateness of exhibits, displays, and Exhibitors before acceptance of this contract. This contract and any disputes that may arise therefrom shall be interpreted and governed in accordance with laws of Ontario. The parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario, it being the intention of the parties that all disputes shall be settled by the Courts of the Province of Ontario applying the laws of the Province of Ontario.

Compliance with Health & Safety Law

Exhibitors, their on-site staff, representatives, and suppliers/contractors, shall comply with these Terms & Conditions, the Exhibitor Manuals, rules and regulations, the Occupancy Agreement, and with all pertinent and applicable laws, codes and regulations, Federal, Provincial, Municipal, and local, including any Occupational Health & Safety legislation, which may affect the show. It is also the sole responsibility of the Exhibitor to ensure that all their on-site staff and suppliers/contractors are informed of and comply with all these terms and conditions at all times while on the show property. The exhibitor agrees to be liable for the actions of its on-site staff and suppliers/contractors. These terms and conditions will be enforced by both Licensor and the appropriate municipal, provincial and federal regulator. Exhibitor's failure to comply with such laws, terms, conditions, rules and regulations shall entitle the Licensor to terminate Licensor's obligations under this contract and remove, shut down or darken Exhibitor's space. The Licensor's decision on all such matters shall be final. The Exhibitor accepts full responsibility for its legal liability and any losses or fines incurred as a result of failure to comply with health and safety laws. If the Licensor should be held liable for an exhibitor's action or failure to comply with its legal obligations, the exhibitor shall reimburse the Licensor for all expenses incurred and hold the Licensor harmless for any resulting liability.

Fire & Electrical Safety

Exhibitors must comply with all facility and local Fire Code Regulations, these Terms & Conditions, the Exhibitor Manuals, and the Occupancy Agreement. Booth decorations must be flameproof and all hangings must clear the floor. Electrical wiring must conform with all National, Provincial and Municipal government requirements and to the local provincial Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these terms, or otherwise incurs a fire or electrical hazard, the Licensor reserves the right to cancel all or such part of the exhibit as may be out of compliance.

Injury, Loss, or Damage

The Licensor shall not be responsible for any injury, loss or damage that may occur to, or be caused by the Exhibitor, to the Exhibitor's employees, representatives, suppliers/contractors, property, or to the premises from any cause whatsoever. The Licensor shall not be held liable for any injury, loss, or damage which is sustained by any person who may be in or around the booth or space assigned leased to the Exhibitor, or watching, observing, or participating in any demonstration in the Exhibitor's booth or space unless such injury, loss, or damage is caused by the direct negligence or a willful act of the Licensor. If the Licensor is held liable for an Exhibitor's direct or indirect action, negligence, or failure to act in any manner whatsoever, the Exhibitor shall promptly reimburse the Licensor for any and all expenses incurred by the Licensor in defending against any such claim, including solicitor fees, and the Exhibitor shall hold the Licensor harmless for any resulting liability.

Force Majeure

The Licensor shall not be responsible for cancellations, delays, damage loss costs or other unfavourable conditions or consequences arising directly or indirectly by virtue of any cause or causes not reasonably within the control of the Licensor. It is agreed and acknowledged that such causes shall include, but are not limited to; fire, casualty, flood, pandemic, disease, epidemics, pandemics (including the 2019 novel coronavirus pandemic), earthquakes, explosion accident, blockage, embargo, inclement weather, governmental restrains, orders or regulations, act of a public enemy, war, invasions, hostilities, terrorist threats or acts, riot of civil disturbance, impairment or lack of adequate transportation, telecommunication breakdowns, power outages or shortages, inability to secure sufficient labor, technical or other personnel, labour union disputes, loss of lease or access to the Show Premises, municipal, provincial, or federal laws or acts of God.

Exhibitor Space and Display Standards – Read Carefully

Exhibitors in all motorcycle and powersport shows owned by the Licensor must comply with the following guidelines and all terms, conditions, and guidelines within the Exhibitor Manuals. All capitalized terms in this section have the meanings prescribed to them in the Exhibitor Manuals. By signing below, the Exhibitor covenants and agrees that it is bound by the Exhibitor Manuals. Please read and sign to acknowledge acceptance of these standards.

These are new products, public showcase shows. non-current, but unsold new inventory is acceptable. No used equipment may be sold without prior written approval from the Licensor.

1. **Display areas must have carpet or other appropriate floor covering throughout and adhered with the appropriate and approved two sided tape.**
2. **NO CHILDREN UNDER THE AGE OF 16** are permitted on the show floor during Move-In (up until 12 noon on Friday) and Move-Out (starting Sunday at 5pm) in accordance with Provincial Regulations-all children will be asked to leave the premises immediately.
3. Exhibitors are responsible to conform and adhere to any Provincial, Municipal and Venue by-laws and regulations in regards to display, staffing, language (display and communication) and business permits.
4. Professional signs are required. No hand-written or 'home-made' signs. All signs must be made of firm material that does not sag or provision must be made to post the sign properly. Use of duct tape or related materials may not be used to hang signs or used on support mechanisms. Booth signage must not exceed the backdrop height restriction of 8 feet unless pre-approved by Show Management.
5. Insurance: Exhibitors and Non-profit clubs or associations must provide the Licensor with proof of exhibitor's insurance, prior to the show, in the amount and type specified in the Insurance provision of the Terms and Conditions of the Exhibit Space Application.
6. Professional-looking displays are required. Cardboard /storage boxes used for non-merchandised inventory must be out of sight and not used as display materials. Custom built displays are encouraged. It is up to the exhibitor to ensure all display material conforms to regulations posted in the exhibitor manual.
7. 'Pop-Up' Tents are not allowed due to Fire Regulations unless pre-approved by the Licensor and the fire inspector for the Show.
8. Exhibitors are not permitted to promote Night Clubs or Adult Clubs or use any staff or volunteers from those Clubs in their exhibit to promote their exhibit.
9. Dress Code is 'Business Casual' or attire reflective of the product or service the general public may purchase from your company. Dress should at all times reflect the family atmosphere. Proper personal grooming of all your staff should be assumed and includes clean attire and generally courteous public demeanor at all times.
10. Retail exhibitors are not to sell or display inappropriate clothing or products. (i.e. slang, slurs, racist, sexist or offensive language, products for drug use, explicit videos or videos condoning and promoting improper riding). The Licensor reserves the right without compensation to the Exhibitor to prohibit or remove any product which, in the Licensor's opinion, does not conform to the show's Exhibitor Space and Display Standards.
11. Use of space by exhibitors should not infringe on aisles. This includes areas for trying on clothes or viewing areas for video presentations. Sound levels must be monitored to be respectful of your neighbors.
12. All retail exhibitors must provide documents stating the services/warranty of the products or services they offer for sale at the show with a copy of their return/refund policy. Exhibitors must provide receipts. Charities must provide receipts for all donations.
13. All exhibitors must supply an exhibit description that includes all products, draws, etc. that will be in the booth to Licensor before an application is approved and a contract is issued. Non-profit clubs & associations must comply with all standards i.e.: professional signs, full coverage carpeting, etc.
14. It is the exhibitor's responsibility to be aware of show hours. Displays and products must remain in full service up to closing. Early breakdown/move out is not permitted. The Licensor will charge a penalty and/or withhold display space for subsequent shows.
15. Fire regulations strictly prohibit starting the engine of any motorized vehicle, motorcycle, ATV, or product during show hours. All engines must be displayed according to fire regulations as stated in the exhibitor manual.
16. The Licensor reserves the right to enforce the above Exhibitor Space and Display Standards. Please Note - any exhibitor not complying with any of the above standards may be required to leave the show floor and future exhibiting will be at risk NO EXCEPTIONS.
17. **Staff of an authorized motorcycle and power sport dealer(s) shall not conduct or attempt to conduct sales within the confines of the OEM booth. Discussions related to a sale of products may take place within the show in their own dealer booth.**

I hereby declare that I have read, understood, and agreed to be bound by the foregoing.

Exhibiting Name/ Company Name: _____

Print name: _____ Signed: _____



Occupational Health and Safety - Important Notice to all Exhibitors

The Motorcycle and Powersport Shows require that all exhibitors review, sign and return the attached form to acknowledge their acceptance and understanding of its contents.

The various provincial Ministries of Labour, where the individual shows are held, have declared that all show sites are deemed "construction sites" which requires that all persons involved in the set up and tear down of a show be appropriately equipped for such an environment.

The Motorcycle and Powersport Shows require that all exhibitors adhere to the highest standards of safety when setting up and tearing down an exhibit and take every reasonable precaution to protect the health and safety of workers.

It is required that all exhibitors of The Motorcycle and Powersport Shows, respect and comply with the specific provincial acts and regulations pertaining to health, labour and occupational safety, related to the venues in each province and ensure the following:

- That all workers involved in the set up and tear down of the show are competent to perform their assigned duties.
- That the workers will be provided with information, instruction, training and supervision to protect the health and safety of the worker and that every precaution reasonable for the circumstances is taken to protect the worker.
- Where prescribed, safety equipment, materials and protective devices are provided and that such equipment, materials and protective devices are in good condition. This includes safety shoes, gloves, safety glasses and hard hats.
- That the equipment, materials and protective devices provided are used as prescribed.
- That a copy of the appropriate acts and regulations and any explanatory material prepared by the provincial governing bodies, which outline the rights, responsibilities and duties of workers are posted on the premises.
- It is the duty of every exhibitor to ensure that it, in the circumstances specific to the exhibitor's participation in the Show, every reasonable precaution has been taken to protect the health and safety of its workers and any other person who works on the set up, operation and tear down of the exhibit or attends thereon.

Exhibitors will be held accountable, at all times, for the health and safety of those working for them on the show floor, including but not limited to any and all employees, suppliers/contractors, and representatives.

- NO CHILDREN UNDER THE AGE OF 16 are permitted on the show floor during Move-In (up until 12 noon on Friday) and Move-Out (starting Sunday at 5pm) in accordance with Provincial Regulations-all children will be asked to leave the premises immediately.

The above list is not intended to be a complete or exhaustive list of the applicable health and safety obligations of the Exhibitor. By signing these Terms & Conditions, the Exhibitor covenants and agrees that it is bound by the obligations under the applicable laws, rules, regulations, and guidelines regarding occupational health and safety.

**PLEASE SEE NEXT PAGE FOR SIGNATURE REQUIREMENT.
SIGNED FORM MUST BE RETURNED WITH SPACE APPLICATION.**

NO BOOTH SPACE WILL BE APPROVED WITHOUT THIS SIGNED LETTER ON FILE.

Health & Safety Acknowledgement Form

I, the undersigned, acknowledge that I have read and understood the health and safety acknowledgement. I agree to comply with and abide by all statutes and regulations that establish safety requirements, including but not restricted to the provisions of the provincial acts and regulations pertaining to the specific show and venue thereunder, and will cooperate with the Licensor in the establishment and enforcement of safe working procedures.

I also hereby confirm that, as an Exhibitor I am considered "Prime Contractor" of my contracted exhibit space. I currently maintain and will maintain at the time of the show, adequate insurance to cover against any losses sustained or damages suffered, to personnel or to property arising out of any accidents or mishaps which may occur before, during or after the show attributable to exhibitor negligence in setting up or tearing down the exhibit. I will also carry adequate insurance to cover against any losses sustained or damages suffered, to personnel, property and the general public arising out of any accident or mishaps which occur during the show hours within my contracted space.

Further, I agree to indemnify and save harmless the Licensor (i.e. 8061246 Canada Inc., o/a Power Sport Services (Moto Canada Connect™) and it's employees and contracted staff and businesses from all claims, demands, actions, or causes of action and against any liability for damages, losses, expenses, fines and penalties of whatever kind or nature, arising out of any accidents or mishaps which may occur before, during or after the show which may be attributable to exhibitor negligence or breach of the provisions of the provincial acts and regulations pertaining to the specific show and venue in setting up or tearing down the exhibit, including limiting the generality of the foregoing, any fines or penalties assessed against the Indemnified under the provisions of the provincial acts and regulations pertaining to the specific show and venue.

In the event that the Indemnified Parties become involved in a charge, prosecution, civil litigation or any other legal proceeding under or related to the provisions of the provincial acts and regulations pertaining to the specific show and venue arising out of or related to a breach of the contract or my performance or lack of performance of the contract or the violation of the provisions of the provincial acts and regulations pertaining to the specific show and venue, then, as an Exhibitor, I agree to be liable for, indemnify and pay the Indemnified parties' fine, penalty, judgment, debt, damages and reasonable legal fees.

Email Acknowledgement Form

I understand and acknowledge that 8061246 Canada Inc. O/A Power Sport Services (Moto Canada Connect™) will need to share my or my company's email address or other information with specific contracted show suppliers as a conditions of exhibiting in the show. I further understand that the show suppliers will not use any personal or corporate information for any non-show related communication.

I hereby declare that I have read, understood and agreed to be bound by the foregoing.

Exhibiting Name/ Company Name: _____

Print Name: _____

Signed: _____
(I have authority to bind the contracting company listed above)

Dated this _____ day of _____ 2023