FALL HOME SHOW
PRESENTED BY Scotiabank

**OCTOBER 3-6, 2013**
**Better Living Centre, Exhibition Place**

*FallHomeShow.com*

**PHONE:** 416-644-5400
**FAX:** 416-644-5401

**ADDRESS:** Marketplace Events
895 Don Mills Road
Suite 801, Tower 2
Toronto, ON M3C 1W3

**YOUR SALES REP:**

# EXHIBIT SPACE CONTRACT

**1.** Company Name _____ Website _____

Contact _____ Title _____

Email Address _____

Address _____

City _____ Prov. _____ PC _____

Phone _____ Mobile _____ Fax _____

**2.** **EXHIBIT SPACE**

$17.75/SF Standard
$19.75/SF Main Aisle

*Additionally:*
Interactive Exhibitor Listing $99

*Optional:*
Corner Premium $250 per corner

* *$99 fee will be charged to each exhibiting company. Includes: show guide listing, interactive listing on show website.*

**BOOTH NUMBER** _____ **SQUARE FOOTAGE** _____

**SUBTOTAL** _____
**HST#857200893RT0001** _____
**TOTAL** _____

**3.** **PRODUCT DISPLAYED**

We will exhibit the following products and/or services
**(Only the products that are listed below may be exhibited and must have Show Management approval)**

NOTE: The Toronto Fall Home Show is a Hardwall Show. You are Responsible for Solid Walls.

**4.** **PAYMENT**

PLEASE FIND MY CHECK ENCLOSED (PAYABLE TO MARKETPLACE EVENTS) $ _____

OR

CHARGE TO MY ☐ VISA ☐ MASTERCARD ☐ AMEX $ _____

CREDIT CARD ACCOUNT NUMBER | | | | | | | | | | | | | | | |

EXP DATE

CARD HOLDER'S NAME _____ SIGNATURE _____

**5.** **PAYMENT SCHEDULE**

20% with signed contract 40% payment due May 28, 2013 40% balance due July 31, 2013
*Note: All deposits due within 7 days of submitting contract.

**Check Here:** ____ I authorize MARKETPLACE EVENTS to process the second & final payments (due respectively on May 28, 2013 and July 31, 2013) on credit card above.

Any change in the Exhibiting Company's mailing address, show guide information, brand names or product listings must be communicated in writing. YES, by signing below the Exhibiting Company hereby affirmatively consents and agrees to receive (i) facsimile advertisements sent by or on behalf of Marketplace Events to the facsimile number provided above; (ii) telephone solicitations initiated by or on behalf of Marketplace Events and directed to the telephone number provided above; and (iii) commercial electronic mail messages sent by or on behalf of Marketplace Events, its affiliates, lines of business and divisions. Filming may be in progress at the event. By exhibiting in this event, you agree to allow for your image to appear in our videotaping and photography for any and all commercial purposes.

**6.** _____ _____
**Signature** **Date**

**Terms and Conditions on second page.** →

_____
**Accepted by** **Date**

***Please retain a photocopy of this form for your own records.***

MARKETPLACE | EVENTS
Largest Home Show Producer in North America

# TERMS AND CONDITIONS OF EXHIBIT SPACE AGREEMENT

**1. EXHIBITOR COVENANTS**

a) The Exhibitor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Show, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Show, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Show.

b) The Exhibitor agrees to abide by all rules and regulations governing the Show established from time to time by Marketplace Events LLC ("MPE"), including rules and regulations set forth in the Exhibitor Manual.

c) The Exhibitor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between MPE and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Show is taking place.

d) The Exhibitor agrees to obtain, at its own expense, any licences or permits which are required for the operation of its trade or business during the term of the Show and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

e) The Exhibitor agrees not to conduct or be associated with any promotional contests held at or in connection with the Show unless (i) the Exhibitor satisfies MPE that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of MPE is obtained.

f) The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights (the "Work) that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by the Exhibitor or its agents, representatives or employees is prohibited without the express written consent of MPE. The Exhibitor agrees to indemnify and save harmless MPE and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

g) The Exhibitor agrees to occupy the contracted exhibit space during Show hours and to sell, promote or advertise only the products and services described in this license agreement.

**2. MPE RIGHTS**

**a)** MPE reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the Show, (ii) reject or prohibit exhibits or Exhibitors which MPE considers objectionable, inappropriate, disruptive or offensive to MPE, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Show due to an event of force majeure; or (v) change the date, location and duration of the Show; without any liability to MPE.

b) MPE shall have the right to establish and amend or modify any regulations governing use of the facility and the Show.

**3. ASSIGNMENT AND SUBLETTING**

The Exhibitor shall not assign any rights or sublet space under this license agreement without the prior written permission of MPE, which permission may be withheld in MPE sole discretion.

**4. INDEMNIFICATION**

The Exhibitor agrees to indemnify and hold harmless MPE and the facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, MPE, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible in law.

**5. LIABILITY AND INSURANCE**

a) The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to MPE for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name MPE as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least $1,000,000 for each separate occurrence. At the request of MPE, the Exhibitor shall provide MPE with a copy of such policy.

b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against MPE, the Show sponsors or the facility in which the Show is hel d, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

c) Neither MPE nor the facility will assume liability for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

**6. BOOTH DISPLAY**

a) All exhibits require full floor covering and booth walls must be constructed of hard wall. Booth construction and signage must be exhibited in accordance to the rules and regulations pertaining to the Exhibitor's booth type and as outlined in the Exhibitor Manual.

b) The Exhibitor agrees that no display will be dismantled or goods removed during the term of the Show, but will remain intact until the end of the final closing hour on the last Show day. The Exhibitor also agrees to remove its display and equipment from the Show site by the final move-out day, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by MPE.

**7. CANCELLATION AND TERMINATION**

a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to MPE no later than ninety (90) days preceding the opening date of the Show. All payments/deposits received by MPE up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies MPE less than ninety (90) days preceding the opening date of the Show that it wishes to cancel this license agreement; or (ii) fails to make payments in accordance with the payment schedule set out herein; or (iii) except as otherwise permitted herein, fails to appear at the Show; MPE reserves the right to (iv) cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate; (v) retain any payment/deposit made by the Exhibitor as liquidated damages (and not as a penalty) for breach license agreement; (vi) re-rent the said space; and (vii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from MPE.

b) If the Exhibitor violates or breaches any other terms or conditions of this license agreement, all payments made by the Exhibitor and all amounts due to MPE shall be deemed earned by MPE and all deposits received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this license agreement, MPE shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as MPE deems appropriate, including, but not limited to, re-licensing its use to another exhibitor. The Exhibitor shall not be entitled to any offset or mitigation of the amount due under this license agreement as a result of the use of or payment for the space by another exhibitor in the Show.

c) Each covenant by the Exhibitor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by the Exhibitor shall be a default of the entire agreement entitling MPE to immediately and without notice revoke the privileges granted to the Exhibitor and take possession of the space of the defaulting Exhibitor. Any such revocation of the license granted herein shall be without prejudice to MPE to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

**8. FORCE MAJEURE**

In the event that (i) the facility in which the Show is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) MPE is unable to permit the Exhibitor to occupy the facility or the space, or (iii) if the Show is cancelled or curtailed, for any reasons beyond the control of MPE, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, MPE will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer.

**9. MISCELLANEOUS**

a) Waiver by MPE of any breach of any term or provision of this license agreement by the Exhibitor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

b) No alterations or variations of the terms of this license agreement shall be valid unless made in writing and signed by each of the parties hereto.

c) This license agreement shall be governed by and construed in accordance with the laws of the governing jurisdiction in which the Show is held.

d) If a show guide is produced by the show, MPE is not responsible for any errors or omissions in the show guide.

Company Name:_____

Initial here: _____

*(This acknowledges you have read and accept the conditions of this agreement)*

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