

WWW.THEBACKYARDLIVINGEXPO.COM | FEBRUARY 3 - 5, 2023
 INTERNATIONAL CENTRE | HALL 2 | 6900 AIRPORT ROAD | MISSISSAUGA, ON

Exhibit Booth Sales Contact:

T:

E:

1 EXHIBIT CONTACT INFORMATION

Company Name _____

Doing Business As (as you'd like it to appear in the show guide, website and badges) _____

Contact _____

Address _____

City _____ Province _____ Postal Code _____

Telephone _____ Mobile _____

Website _____

Email _____

3 COST OF EXHIBIT SPACE/SPACE REQUIREMENTS

Booth No. _____ Square Footage _____

RATES	
Standard	\$21.00/sf
Bulk (600+Sf)	\$16.00/sf
Marketplace	\$15.00/sf
Corner	\$275.00
Exhibitor Listing	\$129.00

Subtotal _____

HST# 10532-3745RT0001 _____

TOTAL _____

6 PAYMENT INFORMATION

Cheque enclosed (Payable to Toronto Home Shows LP) \$ _____

Charge my: Visa Mastercard Amex

Credit Card Number _____ Expiry Date _____

Cardholder Name _____ Signature _____

By signing, I authorize Toronto Home Shows LP to process all payments on the above credit card. All payments will be charged on the payment schedule below.

Payment Schedule:
 70% due on signing | 30% due December 12, 2022

SEND THIS FORM & PAYMENTS TO: TORONTO HOME SHOWS LP
 99 Atlantic Ave | 4th Floor | Toronto, ON M6K 3J8

2 PRODUCT/SERVICES TO BE DISPLAYED

Only the products listed below may be exhibited and must have show management approval.

Please list Brand Names to be displayed below.

Booth costs include draped back and side wall. Each exhibitor is responsible for providing flooring.

4 HYDRO, CARPET, EXTRAS

Any extras you desire such as electricity, booth carpet, etc. can be ordered directly from our show service suppliers. All forms can be accessed via the online exhibitor kit at www.torontohomeshows.com

Yes, I would like to receive email updates, reminders and information from Toronto Home Shows LP and it's 3rd party suppliers (electrical, sign hanging, etc.) Your information will only be used for the purposes of participating in the show and you will have the opportunity to opt-out at any time.

5 MARKETING OPPORTUNITIES

I am interested in the following marketing opportunities:

Email Inclusion Website Banner Logo ID in Show Guide

Show Guide Ad New Product Other _____

7 SIGNATURE AND AGREEMENT

The exhibitor agrees to abide by all exhibit terms, conditions and regulations set forth on this form and on Page 2 of this contract. All pages must be completed and returned to make this application/contract valid.

Any change in the Exhibiting Company's mailing address, show guide information, brand names or product listings must be communicated in writing. 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.

Authorized Signature _____ Date _____

Print Name & Title _____



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 the rules and regulations of Toronto Home Shows LP, Exhibition Place, and any other owner of the property upon which the facility is located in respect of the use of the facility and/or operation of 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 Toronto Home Shows LP including rules and regulations set forth in the Exhibitor Manual.
- c) The Exhibitors agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between Toronto Home Shows LP 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 licenses 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 Toronto Home Shows LP that the contest is being operated in accordance with applicable law, and (ii) the prior written consent of Toronto Home Shows LP is obtained.
- f) The Exhibitor agrees that any vehicles, mattresses, or real estate products/ services being displayed or promoted in connection with the show must be preapproved by the show management.
- g) 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, representative or employees is prohibited without the express written consent of Toronto Home Shows LP. The Exhibitor agrees to indemnify and save harmless Toronto Home Shows LP 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) cost 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.
- h) 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. Toronto Home Shows LP RIGHTS

- a) Toronto Home Shows LP 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 Toronto Home Shows LP considers objectionable, inappropriate, disruptive or offensive to Toronto Home Shows LP, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors, (iv) change or postpone the dates and/or duration of the Show, (v) or change the venue and/or location of the Show, or (vi) establish and amend or modify any rules or regulations governing use of the facility and the Show, all without any liability to Toronto Home Shows LP.
- b) In the event that Toronto Home Shows LP changes the dates, duration, venue, location or layout of the Show and/or relocates exhibits, or establishes, amends or modifies any rules or regulations governing use of the facility and the Show, the Exhibitor shall be bound to comply with this license agreement with such new dates, duration, venue, location, etc.
- d) Toronto Home Shows LP will not be responsible for any damages, loss of business, loss of profits, consequential or special damages or expenses of whatever nature that the Exhibitor may suffer as a result of Toronto Home Shows LP exercising or failing to exercise any of its rights in this Section.

3. ASSIGNMENT AND SUBLETTING

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

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless Toronto Home Shows LP 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 damages sustained by the Exhibitor, Toronto Home Shows LP, 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 Toronto Home Shows LP for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name Toronto Home Shows LP 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 Toronto Home Shows LP, the Exhibitor shall provide Toronto Home Shows LP with a copy of such a 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 Toronto Home Shows LP, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property.

5. LIABILITY AND INSURANCE (CONT.)

- c) Neither Toronto Home Shows LP nor the facility will assume liability for loss for damage, through any cause, or 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 the move-in date, the Exhibitor agrees to pay for any additional costs and expenses incurred by Toronto Home Shows LP.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to Toronto Home Shows LP, in which case all deposits/payments received by Toronto Home Shows LP up to the date of notice of cancellation are non-refundable and non-transferable and the balance of the full cost of the space is due immediately. Further, in the event of any breach of this license agreement by the Exhibitor, including fail the Exhibitor's failure to make payments in accordance with the payment schedule set out herein, or the Exhibitor's failure to appear at the Show, Toronto Home Shows LP is entitled to retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) and the balance of the full cost of the space shall immediately become due and payable, and all such funds shall be non-refundable and non-transferable. In the event of either of the above circumstances, Toronto Home Shows LP has the right to (i) bring an action against the Exhibitor for payment of the full cost of the space originally licensed from Toronto Home Shows LP, and (ii) immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as Toronto Home Shows LP 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 Toronto Home Shows LP to any of its remedies at law and in this contract, including Toronto Home Shows LP's entitlement 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 Toronto Home Shows LP to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms of hereof.

- d) Toronto Home Shows LP shall have the option to cancel this license agreement without notice to the Exhibitor. In the event that Toronto Home Shows LP exercises its unilateral option to cancel this license agreement, then all deposits/payments made by the Exhibitor to Toronto Home Shows LP as set out in this agreement prior to the date of such cancellation shall be returned to the Exhibitor within 90 days of such cancellation, this license agreement shall terminate, and the parties shall have no further obligations or liabilities to one another. The Exhibitor expressly releases Toronto Home Shows LP from any and all claims for damages, whether direct or indirect, which may arise in consequence of Toronto Home Shows LP's cancellation of this license agreement as aforesaid.

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, (ii) Toronto Home Shows LP is unable to permit the Exhibitor to occupy the facility or the space other than due to the Exhibitor's non-compliance with this Agreement, (iii) Toronto Home Shows LP is unable to operate the Show as a result of a Force Majeure Event, or (iv) the Show is cancelled or curtailed, for any reasons beyond the control of Toronto Home Shows LP including but not limited to, casualty, explosion, fire, terrorism, lighting, flood, weather, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout, or boycott, (each, a "Force Majeure Event"), then Toronto Home Shows LP 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. In the event that the Show is cancelled as a result of a Force Majeure Event, then all deposits/payments made by the Exhibitor to Toronto Home Shows LP as set out in this agreement prior to the date of such cancellation shall be returned to the Exhibitor within 90 days of such cancellation, this license agreement shall terminate, and the parties shall have no further obligations or liabilities to one another.

9. MISCELLANEOUS

- a) Waiver by Toronto Home Shows LP 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. Toronto Home Shows LP is not responsible for any errors or omissions in the show guide.

Company Name

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



February 3 - 5, 2023
International Centre
(Co-located with the Home + Reno Show)