



February 18 -27, 2011

2011 EXHIBIT SPACE RENEWAL AGREEMENT (renewal period Feb 19- Mar 31)

BOOTH RULES & REGULATIONS

- All exhibits require floor covering and hard walls
- Show drape is not permitted
- Signs must be hung according to the rules pertaining to your booth type
- Please refer to the exhibitor manual for details, including further information about the facility union agreement.

1. We wish to exhibit at the 2011 National Home Show **Renewal**

Company Name (the exhibitor): _____

Contact:
Title:
Cellular: _____

Address:
Postal Code:
Telephone:
E-mail: _____

City:
Province:
Fax:
Website: _____

Products to be displayed:

NOTE: Only products/services listed above and approved by Show management may be displayed.

2. Exhibit space / Booth Choice

	Booth choice	1st choice: _____	2nd choice: _____	3rd choice: _____
		- OR -		
Booth size:	Dimensions (ft. X ft.) x	=	Size (sq. ft.)	
				*Pillar in booth <input type="checkbox"/> YES <input type="checkbox"/> NO Initial _____ (initial if yes)

FOR MARKETPLACE EVENTS USE ONLY

Confirmed booth:	Booth Number	Dimensions (ft. X ft.)	Size (sq. ft.)	Price/ sq. ft.	Sub-Total	Corner	Premium	Total
	_____	x	=	24.25 \$ =	- \$	0	- \$ =	- \$
				=	- \$		- \$	- \$
Exhibit space rates:	Exhibit space			\$24.25/sq. ft.		Corner premium (100-600 sq.ft.)	\$325/corner	
	Avenue/Promenade/Main Aisle			\$25.50/sq. ft.		Corner premium (601-999 sq.ft.)	\$350/corner	
						Corner premium (1000 + sq.ft.)	\$400/corner	

3. Marketing opportunities (renewal discount 5%)

- | | |
|---|--|
| <input type="checkbox"/> Banner ad in an E-Blast (costs apply)
<input type="checkbox"/> Website Advertising (costs apply)
<input type="checkbox"/> Product placement in Features
<input type="checkbox"/> Sponsorship Opportunities
<input type="checkbox"/> I have new/green products to display | <input type="checkbox"/> Please send information for inclusion of my ad in the Show Guide
<input type="checkbox"/> Press Kit insert (costs apply) - (distributed to media prior to and onsite at show)
<input type="checkbox"/> Don't forget to complete your free detailed listing on our webpage and maximize your visibility
<input checked="" type="checkbox"/> Interactive Exhibitor List (incl with renewal - value \$199) |
|---|--|

4. We agree to pay "Grand total" as per the following payment schedule:

Payment : 20% upon signing of contract	Sub-Total	
<input type="checkbox"/> Please find my cheque attached: _____	Taxes	- \$
40% due Aug. 3, 2010		
Final payment due Dec. 1, 2010	Grand Total	- \$

Charge to my: MASTER CARD VISA AMEX

Credit card Number: _____

Expiration date: (month / year) _____ / _____

Card Holder Name: _____

I authorize Marketplace Events to process payments on the referenced credit card as mentioned above.

Signature (Credit Card Holder) **X** _____

5. Conditions and regulations

I/We hereby apply for exhibit space in the National Home Show, February 18 - 27, 2011. Deposit must be received by **March 31, 2010** to secure booth location and special pricing. If accepted, I/We hereby agree to abide by the show rules and regulations attached with this form. I/We also agree to adhere to the booth design regulations as set by Show Management.

Date: _____ Signature (Company representative) **X** _____

(The contract cannot be accepted without signature and the full deposit payment)

I do not wish that Marketplace Events forward my contact information to its suppliers

6. Please return signed contract with payment made to NATIONAL HOME SHOW to the following address:

Marketplace Events, 895 Don Mills Road, Suite #801, 2nd Tower, Toronto, M3C 1W3 **FAX NUMBER: (416) 644-5401**

FOR MARKETPLACE EVENTS USE ONLY GST No : 857200893RT0001		IDENTIFICATION # :
Exhibitions Consultant :	Date :	<div style="border: 1px dashed black; display: inline-block; padding: 5px;">5234</div>
Accepted by :	Date :	

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. Marketplace Events, 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 Marketplace Events 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 Marketplace Events that the contest is being operated in accordance with applicable law; and (ii) the prior written consent of Marketplace Events 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 Marketplace Events. The Exhibitor agrees to indemnify and save harmless Marketplace Events 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. Marketplace Events RIGHTS

- a) Marketplace Events 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 Marketplace Events considers objectionable, inappropriate, disruptive or offensive to Marketplace Events, 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 Marketplace Events.
- b) Marketplace Events 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 Marketplace Events, which permission may be withheld in Marketplace Events sole discretion.

4. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless Marketplace Events 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, Marketplace Events, the facility, Show sponsors or a visitor to the Show and their respective directors, officers, agents, representat

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 Marketplace Events for the period commencing on the first move-in date and terminating on the last move-out date. The policy shall name Marketplace Events as loss 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 Marketplace Events, the Exhibitor shall provide Marketplace Events 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 Marketplace Events, 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.
- c) Neither Marketplace Events 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 Marketplace Events.

7. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this license agreement by notice in writing to be delivered to Marketplace Events no later than ninety (90) days preceding the opening date of the Show. All deposits received by Marketplace Events up to the date of notice of cancellation are non-refundable and non-transferable. In the event that the Exhibitor (i) notifies Marketplace Events 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; Marketplace Events 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 made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this 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 Marketplace Events.
- 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 Marketplace Events shall be deemed earned by Marketplace Events 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, Marketplace Events shall have the right to immediately occupy the space of the violating and/or breaching Exhibitor and utilize it in any manner as Marketplace Events 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 Marketplace Events 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 Marketplace Events 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) Marketplace Events 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 Marketplace Events, 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, Marketplace Events 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 Marketplace Events 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.

Initial here: _____

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



The enclosed agreement will serve as both your application and your contract. Fill out the Exhibit Space Agreement completely, reading all rules and regulations on the reverse side. Sign the agreement, initial the copy of Conditions of Exhibit Space Agreement, keeping both copies for your records, and mail or fax them both with the deposit of 20% to the address below.

BOOTH ALLOCATION

Booth space will only be allocated once your signed Exhibit Space Agreement and deposit have been received. An Exhibit Sales Representative will confirm your booth space allocation.

CONFIRMATION STATEMENT/PAYMENT SCHEDULE

20% non-refundable deposit is due with Exhibit Space Agreement
Confirmation in the form of an invoice/statement will be mailed
Marketplace Events reserves the right to make any necessary modifications to the floor plan

RETURN YOUR APPLICATION/CONTRACT TO:

Marketplace Events, Sales Department
895 Don Mills Road, Suite #801, 2nd Tower, Toronto ON M3C 1W3
Toll Free 877-715-7469
Fax 416-644-5401

www.torontohomeshows.com