

March 21-24, 2019 EDMONTON EXPO CENTRE

# **SPACE AGREEMENT & APPLICATION**

The following agreement will serve as both your application and your contract:

- **Q** Read all of the rules and regulations on the reverse side.
- □ Fill out the Application / Contract completely.
- □ Sign the contract to validate your agreement with Marketplace Events LLC.
- □ Keep a copy for your records.
- Mail or fax pages 2, 3, 4 & 5 with a non-refundable 33% deposit to the address and/or fax number below.
   BOOTH SPACE WILL NOT BE HELD WITHOUT A DEPOSIT.

# **BOOTH ALLOCATION**

Booth space will only be allocated once your signed Application/Contract and non-refundable deposit have been received. An Exhibit Sales Consultant will contact you to confirm your booth space allocation.

# **CONFIRMATION STATEMENT/ PAYMENT SCHEDULE**

- ✓ 33% Non-refundable deposit is due with the Contract/Application.
- ✓ 66% Interim payment is due October 2, 2018. 66% payment must accompany any Contract/Application after this date.
- ✓ Full payment is due January 7, 2019. Full payment must accompany any Contract/Application after this date.
- ✓ Confirmation in the form of an invoice or account statement will be emailed.
- ✓ MPE reserves the right to make any necessary modifications to the floor plan or traffic flow.
- All Exhibitors will receive (via email) the complete "Exhibitor Kit" **30** days in advance of the show to aid in planning and preparation.

# **RETURN YOUR APPLICATION & CONTRACT TO:**

	<b>Michelle Hebenton</b>	(Companies A-E)	(403) 253-1177 ext: 202
	Bryan Andrews	(Companies F-P, #'s)	(800) 633-8332 ext: 229
Marketplace Events	Alex Black	(Companies Q-Z)	(403) 253-1177 ext: 213
Macleod Place II	Kristy Cairns	Show Manager	(800) 633-8332 ext: 231
#306 – 5940 Macleod Trail SW	Toll Free	0	(866) 941-0673
Calgary, AB T2H 2G4	Fax		(403) 253-7878





# TERMS AND CONDITIONS 📂 INITIAL HERE\_

#### **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 governing 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.
- The Exhibitor agrees to observe, to the extent applicable, all union contracts and c) 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 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 MPE that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of MPE is obtained.
- The playing, performing, reproduction, broadcasting or other use at the Show of any music, materials, devices, processes and dramatic rights that is the subject of any f) 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.
- The Exhibitor agrees to occupy the contracted exhibit space during Show hours g) and to sell, promote or advertise only the products and services described in this license agreement.

#### 2. MPE RIGHTS

- 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, Exhibitors or promotional activities that MPE considers objectionable, inappropriate, disruptive or dangerous to MPE, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors; a) (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 Marketplace Events LLC, which permission may be withheld in its 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) any breach of or default under the terms or conditions of this agreement, (ii) its occupancy of the exhibit space and/or its environs, (iii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and (iv) 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, or (v) any negligence, or willful misconduct by or on behalf of Exhibitor or its employees or agents.

#### 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 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 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.

# COMPANY NAME

#### 6. BOOTH DISPLAY

- a) All exhibits require full floor covering. Booth construction and signage must be All exhibits require full four four covering, 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.
  Linear booth displays provide 8' back drape and 8' side drapes. Linear booth displays must be no more than 8' high across the back (including signage) and may only extend forward 5' at the maximum 8' height
  Signs must be one-sided, and not face into another exhibitor's booth.
  No hard written cigns are allowed on the signs of the signs must be one-sided, and not face into another exhibitor's booth.

  - No hand written signs are allowed use professional signs only.
    No tents without consent of Show Management
    Tables must be professionally skirted (no plastic) with floor-length skirting that is pleated or gathered. Fine furniture is acceptable without skirting.
- 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 renove 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 or downsize by notice in writing to be delivered to MPE. All deposits/payments received by MPE up to the date of notice of cancellation or downsize are non-refundable and

   non-transferable and the balance of the full cost of the space is due immediately. In the event that the Exhibitor (i) fails to make payments in accordance with the payment schedule setout herein or (ii) fails to appear at the show; MPE reserves the right to cancel this license agreement without notice and all rights of the Exhibitor hereunder shall cease and terminate. MPE will retain any and all deposits/payment(s) made by the Exhibitor as liquidated damages (and not as a penalty) for breach of this license agreement and all payments will be due per the terms of the contract. In the event of either of the above circumstances, MPE has the right to (i) re-rent said space and (ii) bring action against the Exhibitor for payment of the full cost of the space originally licensed from MPE.
  - 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. b) 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.
  - 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 c) 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

- Waiver by MPE of any breach of any term or provision of this license agreement by a) 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.
- This license agreement shall be governed by and construed in accordance with the c) laws of the governing jurisdiction in which the Show is held.
- d) If a show guide is produced for the show, MPE is not responsible for any errors or omissions in the show guide.



March 21-24, 2019 EDMONTON EXPO CENTRE

EdmontonHomeAndGarden.com

MARKETPLACE EVENTS



# March 21-24, 2019

EDMONTON EXPO CENTRE

SHOW		that I require flooring and professional signage in my booth. I also understand that I am responsible for purchasing my own electrical services if needed.			
1. SPACE RATE					
Space Rate = \$19.59/sq. ft. Corner Premium = \$250 per corner		We prefer the following locations:			
Exhibitor Listing = \$129 Direct Sell Premium = \$150	-	1st Choice:	_ 2nd Choice:	3rd Choice:	
New Exhibitor Marketing Package = \$100			X SPACE RATE	=	
(Mandatory for new exhibitors)		101AL 3Q.11.		if applicable)  =	
2. MARKETING OPPORTUNITIES		+ D			
Please sign me up for an E-blast One e-blast inclusion	\$ 500	+ DIRECT SELL PREMIUM (if applicable) = + EXTRA MARKETING (Show Guide, Website, etc.) =			
Three e-blast inclusions Please sign me up for extra Show Guide marketing	\$1,000	+ EXHIBITOR LISTING (Mandatory) =			
Extra Category Listing	\$ 100				
<ul> <li>Red Show Guide Listing</li> <li>Top of Category Listing</li> </ul>	\$ 200 \$ 500				
Please sign me up for Website Advertising	2 200			GST =	
Medium Rectangle Banner Please sign me up for a logo ID in the Show Guide	\$1,500			TOTAL =	
Ideal for booths 400 sq. ft.+	\$ 500	4. DEPOSITS			
Please sign me up for Floor Decal(s) One floor decal	\$200/each	33% upon sign	-		
	9200/cdcm		october 2, 2018		
5. PLEASE MAKE PAYMENT TO MARKETPLACE EVENTS: Cheque Visa MasterCard AMEX	Balance due January 7, 2019 Non-refundable 33% deposit MUST accompany the signed				
Credit Card :				ccompany the signed booked without a deposit.	
Expiry Date: /		66% Non-refu	ndable deposit must ac	company any application	
Expiry Date /			October 2, 2019. All co 9 must be forwarded w		
		2	ors:		
Signature (must be signed by cardholder):				NAL I authorize Marketplace	
• • • • •			to process one transaction FULL 100% PAYMENT on the		
Cardholder Name:				ard above.	
By providing a valid credit card for payment, I/We herel Company:	•	•			
Address:					
City:	Prov./ State:		Posta	l:	
Name:	Ti	Title:			
Tel:	Cell:		Fах:		
E-mail:	Website:				
□ Yes, you may email show information to me at: (I/We hereby apply for exhibit space in the Edmonton Home + Garden S Any change in the Exhibiting Company's mailing address, show guid progress at the event. By exhibiting in this event, you agree to allow	Show, March 21-2 de information, l	brand names or product li	stings must be communica	ated in writing. Filming may be in	
Authorized Signature X			Date:		
FOR OFFICE USE ONLY: Confirmed Exhibit Space(s):					
Date Received: Booth#/Size/Dim:	/	//	Salesperson: _	·····	

**3. BOOTH RULES & REGULATIONS** 

ALL EXHIBITS REQUIRE PROFESSIONAL SIGNAGE & FLOORING.

ALL EXHIBITORS ARE RESPONSIBLE FOR PURCHASING THEIR OWN

**ELECTRICAL (IF REQUIRED).** By signing this contract I understand

# PLEASE SELECT A MAXIMUM OF TWO CATEGORIES LISTED BELOW THAT APPLY TO YOUR COMPANY

#### APPLIANCES

- Major
- Other
- Parts/Services
- Sewing/Knit Machines/Accessories
- Small Electronics
- Vacuum Cleaners
- Wine Coolers

# CONSTRUCTION/REMODELING/RENOVATION

- Basement Remodeling
- Basement Waterproofing
- Bldg. Materials/ Supplies-Other
- Brick/Stone
- Concrete Masonry
- Concrete Repair
- □ Concrete/Stamped/Decorative
- Drywall
- Electrical
- Equipment Rentals
- Flooring
- □ Foundations & Foundation Repair
- Glass Block
- Granite/Marble
- Gutters/Eaves/Services
- Insulated Concrete Forms
- Insulation
- Lumber & Wood Products
- Moulding & Millwork
- Plumbing
- Remodeling
- □ Shingles
- □ Siding
- Skylights
- □ Solariums
- □ Stairs & Steps
- □ Stucco/Plaster
- □ Sub-Contractors
- Sustainable/Green Products
- Tile
- Tools Power/Hand and Accessories
- □ Walls & Wall Systems
- □ Wine Cellars

#### DOORS & WINDOWS

- Awnings/Canopies
- Door & Hardware
- Garage Doors & Openers
- Other
- Screens
- Shutters
- Windows & Hardware

- **ELECTRONICS/HOME ENTERTAINMENT**
- Audio/Video Equipment, Parts & Services
- Cable/Satellite TV
- Cameras & Camcorders
- □ Computers & Office □ GPS & Navigation
- Home Automation
- □ Home Theater, TV & Video
- Music Systems
- Phones & Communications
- □ Small Electronics
- Technology (Smart Wiring)
- □ Video Games & Systems

#### FOOD & BEVERAGE

- Beverage
  Bottled Water
  Catering
  Chefs/Personal Chefs
  Food
  Food Storage
  Restaurants
- □ Wines/Wineries

#### GARDEN + OUTDOOR

□ Birdfeeders/Houses/Supplies □ Composters/Shredders □ Curbing Decks Decking Material Decorative Iron Docks/Marine Construction Driveways/Paving/Resurfacing □ Fencing/Gates/Block Walls □ Fertilizer Fireplaces, Firepits (Outdoor) □ Flags/Flagpoles □ Flowers, Plants & Trees Garage Cabinets/ Storage Systems Garage Flooring Garages Garden Garden Centers/Nurseries Garden Ornaments & Decor Garden Ponds, Fountains & Waterfalls □ Garden Tools, Apparel & Accessories Gazebos □ Grills & Accessories Irrigation Equipment, Hoses & Sprinklers Landscape Design/Architects Landscaping Lawn Care Products & Services Lawn/Turf Mowers/Parts & Utility Products Other Outdoor Kitchens Outdoor Lighting/Lighting Designer Patio - Other □ Patio Furniture & Accessories □ Patio Material (Pavers & Bricks) □ Play Equipment & Activities Deols, Spas, Hot Tubs & Accessories

- □ Putting Greens
- Rain Barrels

Retaining Walls
 Sheds & Outdoor Storage
 Sunrooms & Enclosures
 Tree Care Services

#### GIFTS & GADGETS (DIRECT SELL)

- Cleaning Products
  Cookware
  Cutlery
  Fabrics, Linens, Pillows
  Fashion
  Food Preparation
  Gift Items
  Jewelry
  Kid Products
  Ladders
  Laundry Products
  Mops/Brooms/Shammys
  Orthotics
  Other
- Purses
   Showerheads

#### HEALTH, WELLNESS & RECREATION

Billiards/Snooker
Camping Equipment
Chiropractic
Fitness Equipment
Gaming Tables
Gaming /Sporting Equipment
Healthcare Products
Massage Chairs
Musical Instruments
Other
Recreation
Recreational Vehicles
Skin Care/Cosmetics
Timeshare/Resorts
Tourism

#### **HEATING & COOLING**

Air Conditioners
Air Quality Control/Purifiers & Filters
Duct Cleaning
Energy Conservation
Fans, Portable Cooling
Fireplaces
Furnaces
Geothermal Heating
Humidifiers/Dehumidifiers/Accessories
Other
Portable/Space Heaters
Radiant Heat
Solar Energy
Wood Burning Stoves

# PLEASE SELECT A MAXIMUM OF TWO CATEGORIES LISTED BELOW THAT APPLY TO YOUR COMPANY

#### **HOME DÉCOR**

- Antiques + Collectibles Aquariums □ Art – Artists & Dealers Art - Paintings □ Art - Photography Art - Sculpture Bedding/Quilts/Pillows Beds/Mattresses Carpets & Rugs Ceiling Fans Closet Organizers/Shelving Decorative Accessories Draperies & Supplies Furniture - Children □ Furniture – Handmade/Painted/Custom □ Furniture □ Furniture Restore/Repair/Refinish Glass/Mirror/Stained Glass Home Accessories & Accents Home Organizational Solutions Lighting/Lamps Linens/Tablecloths/Pads Other Paint – Other Paint Applicators, Tools & Supplies Railings □ Shades & Blinds Wall Décor U Wallpaper, Murals, Stencils Window Accessories/Hardware
- Window Treatments Other

#### HOME PRODUCTS & SVCS

- □ Assisted Living Products
- Books/Literature/Magazines/Music
- Cleaning Services
- Elevators/Lifts/Ramps/Accessibility
- Energy Conservation
- □ Financial/Mortgage/Insurance/Banks
- □ Fire and Water Restoration
- Green Living
- Home Staging
- Home-Based Businesses/Franchising
- Information Services
- Interior Design Services
- Internet Providers, Products & Services
- □ Moving Companies/Services/Supplies
- Other
- Painting Services
- Pest Control
- Pet Products
- Realtors
- Recycling/Waste Containers & Services
- Safes
- Safety Equipment/Services
- □ Security Systems
- □ Services
- Storage Solutions/Organizers
- Utilities (Electric, Gas)
- Water Conditioning/Purification/Storage

#### **HOMES/BUILDERS**

□ Architect/Architecture Contractor Cottage Homes/Properties Custom Built Homes Design/Drafting Developer Home Additions □ Homes/Home Builders Log/Cedar Homes Pre-Manufactured Homes Vacation Homes

# **KITCHEN & BATH**

Bath Safety Bath/Shower Refinishing & Repair Bathtub/Whirlpools/Showers Cabinets/Cabinet Doors Countertops Designers □ Faucets Hardware Housewares/Kitchen Accessories □ Kitchen Tools **Other** □ Showers & Showerheads □ Sinks/Toilets

#### **MISCELLANEOUS**

Education/Prevention Services 🗆 Media Vehicles

### SPONSORS/PARTNERS

□ Sponsors/Partner



March 21-24, 2019 EDMONTON EXPO CENTRE