

APPLICATION AND CONTRACT FOR EXHIBIT SPACE



August 11 - 13, 2019
Delta Hotels by Marriott Toronto
Airport & Conference Centre
655 Dixon Road, Toronto M9W 1J3

1) Company name, address and telephone number as it should be published:

Company Name: _____

*The undersigned (hereafter called the "exhibitor") hereby applies for space in the **Mode Accessories Show** scheduled to be held at the Delta Hotels by Marriott Toronto Airport & Conference Centre, August 11 - 13, 2019*

Address: _____ City: _____ Prov: _____ Postal Code: _____

Tel: () _____ Fax: () _____ E-mail (for show correspondence) _____

Contact Person: _____ Address (if different from above) _____

2) SPACE WITH STANDARD BOOTH - \$19.75 per sq. ft. South Lobby \$26.90 per sq. ft. Corner Surcharge: \$200.00 per corner

Note: Cost includes floor space, 8' high side and back drape

Number of units required: 10' (frontage) x 8' _____ (Corner locations are reserved for exhibitors requiring more than 10' frontage)

3) Location Preference: 1st Choice _____ 2nd Choice _____ 3rd Choice _____

Please detail any special requirements in an accompanying letter. Any request for change of location must be in writing. Corner locations are reserved for exhibitors requiring more than 10' frontage. Space assigned is accepted within ten (10) days of the date of receipt unless otherwise notified.

4) If application is accepted, we agree to pay for exhibit space at the rate and schedule as follows:

FIRST DEPOSIT - 50% of space rental due with application. No Application will be accepted without the required deposit paid.

BALANCE - 50% due on or before June 28, 2019.

Cheque enclosed \$ _____ payable to Mode Accessories, or VISA / MASTER CARD - see enclosed Credit Card Authorization Form.

Please note that deposit or balance paid by VISA / MASTERCARD will forfeit any discount where applicable.

5) **Products or services to be exhibited:** Please check the categories which most appropriately represent your product lines. Your selection will be included in your **free exhibitor listing** with the Show's website, where buyers can search by product categories.

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Apparel | <input type="checkbox"/> Hair Accessories | <input type="checkbox"/> Scarves | <input type="checkbox"/> Umbrellas |
| <input type="checkbox"/> Beauty/Bodycare | <input type="checkbox"/> Handbags | <input type="checkbox"/> Sterling/Semi-Precious | <input type="checkbox"/> Wallets/Small Leathergoods |
| <input type="checkbox"/> Belts | <input type="checkbox"/> Hats | <input type="checkbox"/> Shoes | <input type="checkbox"/> Watches |
| <input type="checkbox"/> Cosmetics/Fragrances | <input type="checkbox"/> Hosiery & Socks | <input type="checkbox"/> Ties/Handkerchiefs | <input type="checkbox"/> Wigs/Extensions |
| <input type="checkbox"/> Eyewear | <input type="checkbox"/> Intimate Apparel | <input type="checkbox"/> Trade Publication | |
| <input type="checkbox"/> Gloves | <input type="checkbox"/> Jewellery | <input type="checkbox"/> Other (please specify) _____ | |

6) We understand that this application becomes binding upon acceptance by Mode Accessories. We have read, understood and accepted the terms and conditions, rules and regulations set forth herein, and on the reverse side hereof, and agree to accept reassignment, if necessary, to create a more effective exposition.

Applicant's Authorized Signature: _____ Date: _____

(Authorized officer of the Company)

Name (Please print): _____

Please sign and return this application. When accepted by Mode Accessories, an invoice will be generated for your records.

Please mail application with required deposit to:

Mode Accessories

5353 Dundas Street W., Suite 400

Toronto, ON M9B 6H8

Tel: (416) 510-6827

Fax: (416) 614-8861

(For Office Use Only)

Space Assigned _____ Cost _____

Dimensions _____ HST (13%) _____

Square Footage _____ Total _____

CONDITIONS, RULES AND REGULATIONS OF AGREEMENT

Read Carefully - Avoid Misunderstandings

1. Conditioned upon the Delta Hotels by Marriott Toronto Airport & Conference Centre placing the exhibit space applied for herein at the disposal of Newcom Media Inc. carrying on business as Mode Accessories (herein called "Management"), Mode Accessories (herein called the "Show") to be held at the Delta Hotels by Marriott Toronto Airport & Conference Centre, August 11-13, 2019. Allotment of space is made by Show Management and depends on Show technical points of view. The exhibitor may enter a protest against the allotment within ten (10) days of the date of acceptance of this application by Mode Accessories. Dissatisfaction with the booth allotted or the necessity to make alterations to the booth itself will not be regarded as justification for withdrawal from participation nor will it entitle the exhibitor to claim compensation after the 10-day period.
2. Exhibitors shall be responsible for the set up of their own exhibit.
3. No one other than the official contractor, as designated by the Delta Hotels by Marriott Toronto Airport & Conference Centre shall connect or disconnect utility services, install wiring, spotlights or do other electrical or carpentry work and all such work shall be at the Exhibitor's expense.
4. No exhibitors shall exhibit or permit to be exhibited in the space allotted to them any merchandise other than that specified in the application. Exhibitors are strictly prohibited from subletting all or part of their booth space. Newcom Media Inc. (Mode Accessories) owns all booth space at its trade shows. Exhibit space is not assignable or transferable. Subletting is making show space available to a third party in exchange for direct compensation for the space or access to the space. The sharing of space by the exhibitor or use of the space by persons or in a manner not authorized by Show Management is prohibited. Exhibitors may represent and/or distribute merchandise of a third party pursuant to a representation or distributorship contract in writing. Show management reserves the right to request evidence of such arrangement. Infraction will result in loss of booth space. Documentation of Company name changes, amalgamation or purchase of companies, must be submitted to and reviewed by Show Management for approval.
5. Show Management shall have the right to adopt such rules and regulations as to the conduct of parties prior to, during and after the show as in its discretion it deems to be in the best interests of the show and exhibitor agrees to abide by all rules and regulations adopted by Show Management, as well as, all rules and regulations of general application that may be issued by the Delta Hotels by Marriott Toronto Airport & Conference Centre. References to the Show herein shall be deemed to include the endorsers, the managing directors of the trade show and any duly authorized representative, agent or employee of the foregoing.
6. Exhibitors' property shall be placed on display and exhibited at their own risk and neither Show Management nor the Delta Hotels by Marriott Toronto Airport & Conference Centre shall be deemed to assume any responsibility therefore; nor shall Show Management or the Delta Hotels by Marriott Toronto Airport & Conference Centre be accountable for the death or injury to any person or for damage or loss of property of the exhibitor, its officers, agents, employees, or invitees resulting from any cause whatsoever and the exhibitor shall indemnify and hold them harmless from any suit or claim arising out of any action or failure to act by the exhibitor; and the exhibitor shall secure and furnish upon demand evidence of comprehensive general liability insurance coverage not less than two million dollars ("Certificate of Insurance").
7. If the exhibitor fails to comply in any respect with the terms, conditions, rules or regulations of this agreement, all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by Show Management as liquidated damages for breach of this contract and Show Management may thereupon rent said space *Space assigned is accepted within ten (10) days of the date of receipt unless otherwise notified.*
8. Should any contingency interrupt or prevent the holding of the Show, Show Management will return such portion of the amount paid for space as may be determined to be equitable by Show Management after deduction of such amounts as may be necessary to cover expenses incurred by Show Management in connection with the Show. If for any reason Show Management determines that the location of the Show should be changed or the dates of the show postponed, no refund will be made but Show Management shall assign to the exhibitor, in lieu of the original space, such other space as Show Management deems appropriate and the exhibitor agrees to use such space under the same rules and regulations. Show Management shall not be financially liable or otherwise obligated in the event the Show is cancelled, postponed or relocated except as provided herein.
9. Show Management reserves the right to reject or prohibit exhibits or exhibitors which it considers objectionable and further reserves the right to relocate exhibits or exhibitors when in its opinion such re-locations are necessary to maintain the character and/or good order of the Show.
10. Counterfeit Products – counterfeit goods, or products which infringe third party intellectual property rights, or any goods which are prohibited or restricted by local laws or international trade or manufacturing standards, are strictly prohibited. Show Management shall have the right, without recourse, to physically remove any offending goods, to cancel the Exhibitor's participation, and/or to close down the Exhibitor's booth. In any such event, the Exhibitor shall have no financial or other claim against Show Management.
11. The exhibitor agrees to have merchandise and personnel in the booth and to staff the exhibit for the entire period that the Show is open. The exhibitor agrees that no display may be dismantled or goods removed during the entire period of the Show but same must remain intact until closing of the last day of the Show. The exhibitor also agrees to remove its exhibit, equipment and collateral material from the Show building by the final move out time limit, or, in the event of failure to do so, the exhibitor agrees to pay for such additional costs as may be incurred.
12. The exhibitor shall be liable for any damage caused to the building floors, walls, or columns or to the property of other exhibitors. The exhibitors may not apply paint lacquer, adhesive or other coatings to building columns nor shall it use any flammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering of tables and/or risers shall be flame proof.
13. No signs or advertising devices shall be displayed in areas of the building other than those set aside for such purposes and all such signs shall be subject to the approval of Show Management.
14. The exhibitor agrees to abide by any local union regulations in existence and to obtain any clearance required by any union or trade organization having the authority with respect to the Show or work performed in the building. Show Management agrees to advise the exhibitor of all union agreements which might affect the exhibitor's activities.
15. The exhibitor shall not:
 - a) permit or allow beer, wine or liquor of any kind to be sold or given away;
 - b) commit any nuisance;
 - c) cause any unusual noxious or objectionable smoke or odor to emanate from its space;
 - d) use its space for lodging or sleeping;
 - e) do anything which would interfere with the effectiveness of any utility, the heating, ventilating or air conditioning systems in the building nor interfere with free access or passage to the public areas of the building or areas adjoining thereto;
 - f) interfere with the effectiveness of or accessibility to escalators in the building or the electrical, plumbing, gas or compressed air systems;
 - g) overload any floor, ceiling or wall;
 - h) do or permit to be done any act which might invalidate any insurance policy carried by Show Management or Delta Hotels by Marriott Toronto Airport & Conference Centre;
 - i) take up a collection.
16. In the event the exhibitor has not brought in his display prior to the time set out by Show Management, then Show Management has the sole discretion to determine whether the exhibitor may be deemed to be in breach of the agreement and may be prohibited from entering the building and setting up the display. Show Management may at its sole discretion retain monies paid as liquidated damages.

February 22, 2019