

1) **Company name, address, and telephone number as it should be published:** *All show information will be sent to the following address unless otherwise indicated. The information provided below will appear on the website and show guide unless otherwise indicated.*

Company Name: \_\_\_\_\_

*The undersigned (hereafter called the "exhibitor") hereby applies for exhibit space in Toronto Market Week*

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Website \_\_\_\_\_

Use same show guide listing as previous show     Publish mailing address in show guide listing

Do not publish mailing address in show guide listing

**Contact #1:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

Email \_\_\_\_\_

**Contact #2:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Cell: ( ) \_\_\_\_\_

Email \_\_\_\_\_

**Billing A/P Information** (if different from above):

Accounts Payable Contact \_\_\_\_\_ A/P Phone ( ) \_\_\_\_\_

A/P E-mail \_\_\_\_\_

2) **EXHIBIT SPACE** *Cost includes drape to define booth space, carpet to fit booth space, electrical: one 1500 Watt, 12 amp, 120 volt outlet with 2 plugs (installed at back of booth), wifi connection, and basic show guide listing.*

**NEW POLICY:** *There will be limited space for 5 ft. depth booths. The cap for 5ft sq. booths is 20 sq. ft. in length. Any booths greater than 20 sq. ft. will need to book a 10 ft. depth.*

50 - 499 sq ft at <b>\$17.25/sq ft</b>	Depth x Width	Sq ft	\$
500+ sq ft at <b>\$16.75/sq ft</b>	Depth x Width	Sq ft	\$
Corner Premium at <b>\$200/corner</b>		Qty	\$
30% deposit (plus HST) upon receipt of invoice. Balance due June 7, 2024.			<b>Subtotal</b>
			<b>HST (13%)</b>
			<b>Total</b>

3) **Location Preference:** 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

**We will do our best to accommodate all exhibitors. Location preferences are not guaranteed.**

**Please detail any request(s) for positioning (neighbours, competitors etc.).**

\_\_\_\_\_  
\_\_\_\_\_

4) If exhibit request is accepted, we agree to pay for said exhibit space at the rate and schedule set forth as above.

Cheque enclosed \$ \_\_\_\_\_ payable to Newcom Media Inc., or \_\_\_\_\_ VISA / MASTERCARD

Payment also accepted by EFT, Wire transfer or Direct Deposit. Deposit due upon receipt of invoice..

Banking information for EFT, Wire Transfer available upon request

5) We fully understand that this application and contract is a binding contract upon acceptance by Toronto Market Week.

We have read, understood and accept the terms and conditions, rules and regulations set forth herein and agree to accept reassignment, if necessary, to create a more effective exposition.

Applicant's Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Please print): \_\_\_\_\_

**Please sign and initial where indicated and return all pages of this application by mail or email.**

**Please mail application to:**

Toronto Market Week  
5353 Dundas Street W., Suite 400, Toronto, ON M9B 6H8  
Fax: (416) 614-8861

**OR email application to:**

Kathy Koras, kathy@newcom.ca | Taylor Gerrard taylor@newcom.ca | Tiffany Gin, tiffany@newcom.ca

Company Name \_\_\_\_\_

Product(s) Retail Price Range \_\_\_\_\_

**Please select the categories below associated with your product(s)/brand(s)**

**Apparel**

- Men's Apparel
- Women's Apparel
- Intimates + Shapewear
- Unisex Apparel
- Sleepwear

**Jewelry**

- Necklaces
- Earrings
- Rings
- Bracelets
- Gemstones
- Fine Jewelry
- Stainless Steel
- Sterling Silver

**Accessories**

- Hair Accessories
- Scarves
- Hats/Beanies/Bandanas
- Beach Accessories
- Belts
- Wallets
- Watches
- Display Fixtures/Packaging
- Eyewear
- Pet
- Technology

**Sustainability**

- Eco-friendly/sustainable
- Fair Trade

**Footwear**

- Women's Footwear
- Men's Footwear
- Children's Footwear

**Label**

- White Label
- Private Label

**Handbags + Luggage**

- Handbags
- Luggage

**Baby + Child**

- Baby + Child Accessories
- Baby + Child Bottoms
- Baby + Child Tops

**Beauty + Wellness**

- Makeup
- Fragrance
- Hair Care
- Skin Care
- Bath + Body
- Natural Products

**Paper Goods + Stationery**

- Calendars + Planners
- Paper Goods
- Books + Publications
- Stationery
- Greeting Cards

**Gift**

- Seasonal/Holiday
- Toys/Games/Plush
- General Gift
- Novelty

**Food**

- Gourmet + Specialty Food

**Home**

- Tabletop + Kitchen
- Housewares
- Barware
- Home Décor
- Furniture
- Lighting
- Garden + Outdoor
- Linens & Textiles
- Rugs
- Throws/Blankets
- Candles + Home Fragrance

**Made in Canada**

To claim "Made in Canada", your product(s) must adhere to the guidelines set out by the Competition Bureau of Canada. More information can be found on their website: <https://ised-isde.canada.ca/site/competition-bureau-canada/en>

**Cash and Carry**

Toronto Market Week is a wholesale show that allows cash and carry if it is discreet, professional and upholds the elevated aesthetic of the show. Professional signs and displays are to be used and the cash and carry space is not to impede or distract from fellow exhibitors.

How much of your booth will be dedicated to cash and carry?

\_\_\_\_\_ %

## Terms and Conditions

### 1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by Toronto Market Week and Newcom Media Inc. will herein be referred to as Show Management going forward. Show Management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
- b) The exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Show Management and the official contractors serving the show facility and companies operating in the building in which the show is taking place and to observe the labour laws of the jurisdiction in which the building is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
- c) The exhibitor agrees to abide by all the rules and regulations as outlined in the Ontario Occupational Health and Safety Act. The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- d) The exhibitor agrees to abide by the event's safety protocols that will be in alignment with government guidelines and public health regulations at the time of the show dates. Updates will be provided closer to show opening.

### 2. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- b) Show Management 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 Show Management considers objectionable, and (iii) relocate exhibitors or exhibits when in Show Management's opinion such moves are necessary to maintain the character and/or good order of the show.

### 3. ASSIGNMENT OR SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of Show Management which permission may be arbitrarily withheld.

### 4. INSURANCE

The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to Show Management. The policy of insurance shall name Show Management 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 of the show. Policy shall provide coverage of at least \$2,000,000 for each separate occurrence. The exhibitor shall provide Show Management with a Certificate of Insurance prior to the move in date.

### 5. INDEMNITY

- a) The exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against Show Management, the show sponsors or the facility in which the show is held, for any loss, damage or injury, illness or sickness, including but not limited to COVID-19, howsoever caused, to the exhibitor, its officers, employees, agents or their property with the exception of any damages, injury or death caused by the gross negligence or willful misconduct of Show Management.
- b) The exhibitor agrees to indemnify and hold harmless Show Management, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or those for whom in law they are responsible, or Show Management, or a visitor to the show, except if such damages, injury or death were caused by the gross negligence or willful misconduct of Show Management.

### 6. EXHIBITOR'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and Show Management assumes no responsibility for loss or damage thereto.

### 7. BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of Show Management, its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive/tape or other coatings to the facility and/or facility floor or to the property of Show Management, its agents or any other exhibitor. Helium balloons or Popcorn are not allowed on the show floor.

### 8. PHOTOGRAPHY AND MEDIA

Show management reserves the right to reproduce all photographs, images, video, audio, and likeness during the Show for promotional purposes. By entering Toronto Market Week, you consent to the use of your image, likeness, and voice - without compensation or the right to approve - in all media by Toronto Market Week, or Newcom Media Inc. or affiliated companies. Covered under this policy are our exhibitors, sponsors, partners, and show attendees so that they may promote the show on their preferred media platform.

### 9. CORRESPONDENCE

The exhibitor and all contacts agree to receive correspondence from the Show Management and Official Suppliers of Toronto Market Week via email or phone in order to facilitate the participation in the show and related activities.

### 10. CANCELLATION AND TERMINATION

This contract may only be cancelled if notice, in writing, is received by Show Management. All deposits received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted after May 16, 2024 for the August 11 - 13, 2024 show, the exhibitor is liable for full payment of their space rental under this contract.

In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Show Management reserves the right to cancel this contract without notice and 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 his contract. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.

### 11. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred.

### 12. CANCELLATION OR CURTAILMENT OF SHOW

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of Show Management and sponsors, or if for any reason Show Management is unable to permit the exhibitor to occupy the facility or the space, or if the show is cancelled, moved to an alternative date or curtailed, Show Management and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, or pandemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.

### 13. PAYMENTS

In the event that the exhibitor's payment is notified by a bank due to insufficient funds or incorrect information supplied by exhibitor, a \$250 administration fee will be charged to the exhibitor.

### 14. AGREEMENT

We fully understand that this application and contract is a binding contract upon acceptance by Toronto Market Week. We have read, understood and accept the terms and conditions, rules and regulations set forth herein and agree to accept reassignment, if necessary, to create a more effective exposition.