



EXHIBIT SPACE APPLICATION AND CONTRACT

February 3,4,5, 2023 – International Centre

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 3145 Wolfedale Road, Mississauga ON, LC5 3A9

The undersigned, (hereinafter called the "Exhibitor"), hereby applies for space in the Toronto Golf and Travel Show, (hereinafter called the "Show"), Feb 3-5 2023 at the International Centre, 6900 Airport Rd, Mississauga Ontario. Exhibitor agrees to abide by the Terms and Conditions as stated in the reverse of this Exhibit Space Application Form and the rules and regulations contained in the Exhibitor Manual.

Business Name: (Promotional/Billing): _____

Street Address: _____ City: _____ Province: _____ Postal Code: _____

Phone Number: _____ Email: _____

Contact: _____ Signature: _____

Website: _____ Facebook: _____ Twitter: _____

Products/Services to be displayed: _____

EXHIBIT SPACE	RATE	MIN. DEPOSIT (50% of Total Booth Space)	COST
<input type="checkbox"/> 10'X10' DISPLAY AREA	\$2,295.00	\$1,147.50	
<input type="checkbox"/> 10'X20' DISPLAY AREA	\$3,995.00	\$1,997.50	
<input type="checkbox"/> 10'X30' DISPLAY AREA	\$5,195.00	\$2,597.50	
<input type="checkbox"/> 20'X20' DISPLAY AREA	\$6,195.00	\$3,097.00	
<input type="checkbox"/> CORNER PREMIUM	\$300.00		
<input type="checkbox"/> BASIC FURNITURE PACKAGE (includes grey carpet, 1- 6'ft. skirted table & 2 chairs)	\$389.00		

Exhibit space includes: draped 8' curtained back wall & weblink on show website, Exhibit space does not include hydro, Wi-Fi, carpet or furnishings. No booth sharing.

ADDITIONAL MARKETING OPPORTUNITIES	RATE	COST
<input type="checkbox"/> DIGITAL PACKAGE	Available upon request	
<input type="checkbox"/> SHOW BAG SAMPLING (Coupons, information booklets, or flyers)	1,499.00	
<input type="checkbox"/> BRANDED GUEST BLOG POST	\$500.00	
<input type="checkbox"/> SOCIAL POST – FACEBOOK, TWITTER, INSTAGRAM (preshow)	\$300.00	
<input type="checkbox"/> SOCIAL POST – FACEBOOK, TWITTER, INSTAGRAM (at show)	\$500.00	

EXHIBIT RATE	CORNER FEE (if applicable)	ADDITIONAL MARKETING OPPORTUNITIES (if applicable)	SUB TOTAL	HST (13%)	TOTAL

Card Holder's Name: _____ Signature: _____

I authorize Metroland Media Group to process (please check one):

Deposit now with final payment taken 30 days prior to show on the given credit card **Full Payment**

VISA MASTERCARD AMEX CHEQUE (Payable to Metroland Media Group Ltd.)

CREDIT CARD No. _____ Expiry Date ____/____/____ CVV _____

Credit card required at time of booking, regardless of payment method, to reserve booth space.

Final Booth Number: _____ **Special Requests:** _____

*Booth choice is not guaranteed and will be based on availability and location. 50% deposit due at time of booking and final balance due 30 days from show. See cancellation Policy on reverse. Golf Show staff reserve the right to make last minute changes. Space will not be held without deposit.

DEPOSIT RECEIVED \$ _____ METHOD OF PAYMENT _____

THE APPLICATION FOR EXHIBIT SPACE HAS BEEN ACCEPTED AND EXHIBIT SPACE HAS BEEN ASSIGNED: Booth No.(s): _____ Sales Rep: _____

FOR OFFICE USE ONLY

Ad # _____

CONTRACT TERMS AND CONDITIONS

SPACE RENTAL PAYMENT

APPLICABLE DEPOSIT MUST ACCOMPANY THIS APPLICATION. Balance due and payable 30 days prior to the show. If balance is not received by the deadline, Exhibitor waives all rights to the space contracted and Show Management will not guarantee space at the requested location specified in the contract. Full payment is compulsory in advance of move-in dates. Premier Consumer Shows, a division of Metroland Media Group Ltd. (referred to herein as "Show Management" or "Metroland") reserves the absolute discretion to grant or refuse any request from individuals or companies wishing to exhibit in the show.

CANCELLATION POLICY

Booth space must be cancelled in writing. Cancellation received 60 days or more prior to the first show day – 100% of booth payments will be refunded. Cancellation received within 59 - 0 days prior to the first show day or Exhibitor fails to occupy booth space without notice, 0% of booth payments refunded and Exhibitor will be liable for any unpaid balance of the contract.

EXHIBIT SPACE

Show management agrees to provide a standard display booth. Carpet, furnishings, décor etc. are the sole responsibility of the Exhibitor. Exhibitors will be responsible for the set-up of their own exhibit. The Exhibitor agrees to confine its activities to the exhibit space.

SUBLETTING

Subletting space is prohibited. The Exhibitor shall not assign, sublet or apportion the whole or any part of the space allocated by Show Management to the Exhibitor.

ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be allocated by Show Management. Show Management reserves the right to relocate exhibits which may be affected by a change in the floor plan, or in the interests of optimum traffic control and exhibit exposure. Show Management will not be held liable if competitive exhibitors are adjacent to or opposite each other, but, if possible, efforts will be made to allocate space on a basis fair to all exhibitors.

SET-UP

All exhibitors must be set up within the time schedule specified in Exhibitor Manual. No major changes to displays are permitted during public show hours. Show Management shall have the right to open any booth where an exhibitor is absent during show hours. Show Management will not be responsible to an exhibitor for any loss or damage caused as a result of the booth being opened and unattended during show hours.

ARRANGEMENT OF EXHIBITS

Displays must not protrude beyond the measured booth dimensions or obstruct a clear view of the neighboring booths, and may not be taller than 8 ft. in height except in specified areas. Please advise at time of application if display exceeds 8' in height. Exhibitor may not attach displays to walls, structural supports, or flooring in the exhibit building by nails, screws, bolts or permanent cement, nor may it suspend anything from the ceiling or rafters. No exhibitor shall permit the exposure of any unfinished surface to neighboring booths. If Exhibitor fails to correct the unfinished part, Show Management will have the right to finish such outside partitions. The cost of such repairs shall be paid by the Exhibitor to Show Management upon demand being made. Show Management reserves the right to restrict the use of glaring or irregular lighting effects.

DISMANTLING AND REMOVAL

No exhibitor shall dismantle or remove any part of its display before the time scheduled as specified in the Exhibitor Manual. Attempted move out before close of show will result in a \$350.00 fine. Any vendor tearing down before this time could also be subjected to sanctions regarding future event considerations. Any material remaining after the cut off time may be removed by Show Management at Exhibitor's expense. Failure to remove show furnishing including vinyl flooring, will result in a \$250.00 fine per 100 square feet. Fines will be deducted without further notice.

CHARACTER AND CONDUCT

All displays and promotional literature must be in good taste. The product or service must be presented in a professional manner and no carnival or side

show sales tactics will be permitted. Free samples may be distributed. Orders for products may be taken and merchandise may be sold at cash retail prices. Raffles and giveaways may be conducted but only with the prior written approval of Show Management. The sale and/or distribution of wine, liquor or beer is strictly prohibited in the exhibit hall, except with the consent of Show Management. If consent is given, the Exhibitor must comply with all relevant laws and regulations. If in the opinion of Show Management an exhibitor or its servant or agents conduct themselves in an objectionable manner, Show Management reserves the right to expel them from the show. In such circumstances, Show Management will not be liable for any damage or loss to the Exhibitor or the person expelled, nor will there be any refund of exhibitor fees.

NOISE AND MACHINERY

Show Management shall have the right to stop the display, demonstration of or the running of an engine or machine which by causing vibration, noise, smoke, smell or any of them is considered to be a nuisance. The Exhibitor shall at the request of Show Management stop the use of loudspeakers, microphones, amplifiers, musical instruments, gramophones, radios, film equipment or any of them. The Exhibitor shall not have on its stand or exhibit or display at the show any goods of an explosive, inflammable, obscene or noxious nature. Show Management reserves the right to refuse or terminate the exhibit or sale of any article which they may in their discretion deem unsuitable or objectionable or deceptive to purchasers.

CARE Exhibit must be attended during all show hours by at least one representative of Exhibitor. It is the Exhibitor's responsibility to keep its area clean and orderly throughout the show and to ensure it is ready for opening at the time the show opens each day.

GENERAL SHOW AREA

All lobbies, corridors, aisles, restrooms, food and beverage concessions, and special assembly rooms will be considered as general show areas to be used for the movement and flow of the public and/or for their entertainment and convenience. No exhibitor will be permitted to use these areas for the display or distribution of products, services or their attendant literature.

ADVERTISING

The Exhibitor may use the name of the show to promote only its participation at the show. It cannot be used in any way that is perceived as an endorsement by Show Management of the Exhibitor's company, product and/or service. The Exhibitor acknowledges that damages are not a sufficient remedy and consents to a court injunction to prevent any unauthorized use of any trademarks or trade names in use by or the property of Metroland. Exhibitor grants Show Management the right to use the name of the Exhibitor as a part of its advertising for the limited purpose of communicating that the Exhibitor is displaying its products or services at the show.

DRAWNS, PROMOTIONAL GIVE-AWAYS AND MAILING LISTS

All Exhibitor draws and promotional giveaways must be approved by Show Management prior to the show, but such approval shall not construe to mean that Show Management deems the draw or giveaway to be legally compliant. All Exhibitor draws and promotional giveaways must be free and clear of any financial obligation on the part of the winner and must be in compliance with all applicable laws. Exhibitor is solely responsible to ensure that its promotional activities are in compliance with all applicable laws. All contest terms and conditions, and list of prizes available and their value must be clearly posted. Show Management reserves the right to cease any promotional activities that do not meet with the above criteria. Mailing lists compiled by the Exhibitor at the show may not be sold or otherwise distributed and are for the exclusive use of the Exhibitor, unless otherwise consented to by participating individuals.

PASSES

Exhibitor passes will be issued only to companies named on the Exhibitor's application or such other persons as may be approved by Show Management. No free admissions passes will be distributed.

SECURITY, SAFETY, FIRE AND HEALTH

The Exhibitor will assume all responsibility for compliance with local, city and provincial safety, fire and health ordinances regarding installation and the operation of its exhibit. Exhibitor shall be properly insured for same. Security

will be provided by Show Management on a 24-hour basis throughout move-in, show and take-down hours. Except during show hours and where possible, doors will be locked and guards will be on the premises. Limited access will be provided at other times only to bona fide exhibitors and their authorized representatives. Such admittance will be by badge only. The removal of material from the show floor is prohibited, except where such removal is granted on application in person to Show Management. Security will permit removal only on presentation of a property pass (Security Release Form) issued by Show Management and signed by both the Exhibitor and Show Management. Invoices must be supplied to the purchaser of any merchandise sold. Invoices must be shown to security prior to removal of the merchandise from the premises.

SHOW MANAGEMENT LIABILITY AND EXHIBITOR'S INSURANCE

Show Management shall not under any circumstances whatsoever be liable or responsible for

- (a) any loss, damage, theft or destruction whatsoever or howsoever caused to any goods, equipment or any other property belonging to the Exhibitor or for which the Exhibitor is responsible
- (b) any damage or injury suffered by the Exhibitor or his servants or agents or by any other person
- (c) any loss, damage, injury, or cost whatsoever suffered by the Exhibitor by reason of any change in the date, time or place of Exhibition or the abandonment thereof. Exhibitor agrees to provide Show Management with a certificate of insurance for a minimum of \$5,000,000.00 General Liability Coverage inclusive of bodily injury and/or property damage for each occurrence. Metroland and the owner of the building must be named as additional insureds. If Show Management should be prevented from holding the show by any cause beyond its control or if it cannot permit the Exhibitor to occupy its rented space due to circumstances beyond its control including, but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, acts of God, and suppliers, Show Management shall have no further obligation or liability to the Exhibitor. Any contractual agreements made between the Exhibitor and any supplier shall be between those parties and Show Management shall not be a party thereto nor incur any liability on behalf of any one in such contractual arrangements. The Exhibitor shall at its own expense employ the officially appointed contractors as stated in the show brochure for all electrical work. The Exhibitor shall not interfere with any of the services carried out in respect of the show premises.

GENERAL

All matters and questions not covered by these Terms and Conditions are subject to the decision of Show Management. In addition, Show Management shall have full discretion in the interpretation and enforcement of all terms and conditions contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation in the show as it shall consider necessary for the proper presentation of the show. Exhibitor agrees to abide by all decisions of Show Management and further agrees to cease any activity that the Show Management deems to be a violation of the terms and conditions and to follow the directive of Show Management. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any court of competent jurisdiction within the Province of Ontario will be the exclusive jurisdiction and venue for any disputes arising out or relating to this Agreement.

FORCE MAJEURE

1.1 If the Show shall be prevented, delayed or restricted in whole or in part, in the performance of any of its obligations under this Agreement, including the obligation to provide all or a significant portion of the Space or Common Areas to the Exhibitor during the Set up or Show Date, by any of the following events:

- (a) fire, flood, windstorm or other casualty, failure of any service or utility, whether or not under the Show's control,
- (b) by any statute, law or regulation preventing, delaying or restricting the Show's performance, or causing the Show to be unable to obtain any necessary permission from any governmental or other body having jurisdiction over the Show,

- (c) any cause beyond the Show's reasonable ability to control such as riots, earthquakes, civil commotion, insurrections, war or terrorist activities, strikes, lockouts, labour disturbances, or
- (d) any other reason that is not the fault of the Show but which prevents the Show from performing its obligations hereunder;

1.2 The Show shall give notice of the occurrence of the event to the Exhibitor within a reasonable period of time. The Show shall have no responsibility or liability for any loss or damage sustained by the Exhibitor by reason of any of the events mentioned in section 1.1.

1.3 Upon providing such notice referred to in section 1.1, the Show shall have the right to substitute similar space in the venue/facility for the same or an alternate Set up and Show date (the "Substitute Space/Occupancy Period") for use by the Exhibitor for the Show. The Exhibitor agrees that the Substitute Space/Occupancy Period will be offered to the Exhibitor at the discretion of the Show, acting reasonably. For further clarity, the Exhibitor agrees that the Show's next regularly scheduled annual dates, subsequent to any of the events mentioned in section 1.1, are not considered a Substitute Occupancy Period. The Exhibitor, shall in turn, put forth its best efforts to reschedule the Show within the Substitute Space/Alternate Occupancy Period provided by the Show. Upon confirmation of the rescheduled Event Dates and Space, the Show shall apply any monies paid by the Exhibitor to the Show, to the rescheduled Show.

1.4 With the offer of the Substitute Space/alternate Occupancy Period pursuant to section 1.3, the contracted space licensed by the Exhibitor as well as the total contracted space cost shall be modified accordingly, if applicable

1.5 If the Substitute Space / alternate Occupancy Period is not provided, this Agreement shall terminate as at the date and time the Show declares the Space unfit for use. In such event the Exhibitor hereby releases and forever discharges the Show from and against any damages, causes of action, claims or demands whatsoever which the Exhibitor, the Exhibitor's successors, assigns, Associates and anyone claiming through or under the Exhibitor may have by reason of such cancellation.

1.6 If the cancellation of the Event as a result of a Force Majeure occurs on or after the first day of the Set up or Show date and the Show is unable to provide Substitute Space/Alternate Occupancy Period, the Show shall calculate and refund to the Exhibitor an appropriate portion of the total contracted space cost relating to the balance of the show days remaining following the cancellation.

1.7 Notwithstanding section 1.6, if the cancellation due to a Force Majeure event occurs after the midpoint, rounded to the end of the day of the Occupancy Period booked by the Exhibitor, there shall be no refund of any portion of the Total Licence Fee.

1.8 Notwithstanding the foregoing, if the Exhibitor has taken out business interruption or similar insurance for the Event, and submits a claim under its policy to recover amounts, which claim is predicated on having paid the Total Licence Fee in full or in an amount that would otherwise be refundable by the Show, and the Exhibitor receives the proceeds of insurance so claimed, then the Show shall have no obligation to refund any amounts to the Exhibitor in respect of the total contracted space cost.

1.9 Prior to, and as a condition of, receiving any refund otherwise payable pursuant to this section, the Exhibitor may be requested to swear an affidavit or deliver a statutory declaration or certificate with respect to the submission of a claim and/or Prior to, and as a condition of, receiving any refund otherwise payable pursuant to this section, the Exhibitor may be requested to swear an affidavit or deliver a statutory declaration or certificate with respect to the submission of a claim and/or the receipt of proceeds under business interruption insurance or any government programs.

As per the Dismantling and Removal clause in the Terms and Condition, any attempted move out before close of show will result in a fine. Failure to remove show furnishings, including vinyl flooring, will result in a fine. Fines will be deducted without further notice.