



# EXHIBITOR CONTRACT

MARKHAM FAIRGROUNDS  
MARCH & OCTOBER 2010



Reserve your booth by filling out this form completely, sign below and return  
by mail or fax to:

MARKHAM  
ECONOMIST & SUN • 9 Heritage Rd., Markham ON L3P 1M3  
Tel: 905-294-2200 • Fax: 905-294-1538

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

Directory Listing (if different): \_\_\_\_\_

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Type of product or service: \_\_\_\_\_ Manufacturer: \_\_\_\_\_

**\*must be completed**

## SHOW

SPRING 2010

FALL 2010

BOTH

## RATES

- 5'x10' (50 sq ft) ..... \$475
- 10'x10' (100 sq ft) ..... \$895
- 10'x15' (150 sq ft) ..... \$1300
- 10'x20' (200 sq ft) ..... \$1675
- 10'x30' (corner) ..... \$2300
- 20'x20' (400 sq ft) ..... \$2900
- Corner or end spaces — \$100 extra

For Office Use Only

Booth(s) Assigned

Date

BUILDING PREFERENCE:  1  2  3  4

**I agree to the Rules and Regulations pertaining to this event as per the conditions included with this contract.**

*Please note, we do not guarantee exclusivity.*

Exhibitor Signature

Date

Markham Economist & Sun Signature

## PAYMENT DETAILS

Booth Cost \$ \_\_\_\_\_

Plus Corner \$ \_\_\_\_\_

Plus GST \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

50% Deposit \$ \_\_\_\_\_  
*Due with Contract*

BALANCE DUE \$ \_\_\_\_\_

Cheque  VISA  MasterCard  AMEX

*(Cheque payable to The Markham Economist & Sun)*

Name \_\_\_\_\_

Card # \_\_\_\_\_

Expiry Date \_\_\_\_\_ Date \_\_\_\_\_

Please charge the **50% DEPOSIT** immediately and the **BALANCE DUE** to my credit card on the day before the show.

Signature \_\_\_\_\_

**PLEASE CONTACT US ANYTIME IF YOU HAVE ANY QUESTIONS.**

# CONDITIONS OF CONTRACT

1. The Exhibitor agrees to abide by all rules and regulations adopted by Metroland Media Group Ltd. (Metroland) and that Metroland will have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.
2. The Exhibitor agrees to use the space(s) provided only for the display of the products or services specified in this agreement and agrees not to sublet the space(s) unless written authorization is provided by Metroland.
3. All electrical service will be supplied by the electrical company chosen by Metroland and will be at the Exhibitor's expense. All electrical equipment or apparatus used must be approved by the appropriate Hydro authorities prior to the Show unless such equipment or apparatus has been given C.S.A. certification. The Exhibitor agrees to abide by any decision made by the Hydro authority in the event of any dispute. Equipment not approved may be required to be removed from the Show.
4. The Exhibitor will hold Metroland and the owners of the buildings and grounds harmless from any damage or liability arising from any injury or damage to said Exhibitor, his/her agents, servants or employees or to the property of the said Exhibitor occurring in the buildings or grounds or the approaches and entrances thereto, except by negligence of Metroland.
5. The Exhibitor will have the right to cancel his reservation for space up to 60 days before the opening of the Show in which case he/she will forfeit the deposit payment. Should the Exhibitor cancel his reservation for space within 60 days of the Show, he/she will be liable for the total amount of the payment. All cancellations must be confirmed to Metroland in writing, and the effective date will be the date the notification is received. On notification of cancellation, Metroland will be free to relet the space(s).
6. In the event the Exhibitor fails to remit the outstanding balance due to Metroland for receipt 60 days prior to the opening of the Show, he/she will forfeit the deposit payment and Metroland will be free to relet the space(s).
7. In the event the Exhibitor fails to register by the deadline established for the Show without prior written authorization, Metroland reserves the right to relets such space(s) and any payment received will be deemed as liquidated damages and retained.
8. In the event the Exhibitor fails to comply in any respect with the terms of this agreement, all rights of the Exhibitor hereunder will cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by Metroland as liquidated damages for breach of this contract and Metroland may thereupon relet the space.
9. Metroland reserves the right to reject or prohibit exhibits or Exhibitors or to relocate exhibits or Exhibitors when in Metroland's opinion such moves are necessary to maintain the character and/or good order of the Show. NO monies will be refunded to Exhibitors under these conditions.
10. The Exhibitor's property will be placed on display and exhibited at his/her risk and Metroland assumes no responsibility for loss and damage thereto. The Exhibitor will assume all responsibility for the loss or damage to his/her property due to fire, theft, flood, lightning, earthquake, explosion, or any cause beyond the control of Metroland.
11. All goods shipped to the Show must be prepaid and clearly marked with the name of the Exhibitor and the booth number. Goods must not be shipped to arrive before the scheduled move in date. Metroland assumes no responsibility for loss or damage to goods before, during or after the Show.
12. The Exhibitor agrees to have liability and property damage insurance to limits satisfactory to Metroland and proof of such insurance shall be available to Metroland before the opening of the show.
13. The Exhibitor agrees to follow all booth and display structure restrictions as outlined in the exhibitor manual. No display will be dismantled or goods removed during the entire run of the Show and that the display will remain intact until the closing hour of the last day of the Show. The Exhibitor also agrees to remove his exhibit, equipment and appurtenances from the Show premises by the final move out time, or in the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred. The removal of equipment or material from the grounds will not be allowed before the move out except where accompanied by "Release Forms" provided by Metroland.
14. In the event the building should be destroyed by fire, or the elements or if any circumstances whatsoever should occur which might make it impossible for Metroland to permit Exhibitors to occupy the premises or if the Show is cancelled, the Exhibitor will pay for space only for the period the space was or could have been occupied by the Exhibitor and Metroland, in no way, will be responsible for claims or damage which might arise in consequences thereof. A refund of all monies received from the Exhibitor will be made by Metroland in the event of the Show not being held and Metroland will be released from any and all claims for damages or otherwise.
15. The Exhibitor is liable for any damage caused to building floors, walls, or columns, or the standard booth equipment, or to other Exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns and floors or to stand booth equipment.
16. The Exhibitor agrees to observe all union contracts and labour relations agreements in force, agreements between Metroland and official contractors serving the building and/or companies operating on the grounds in which the building is located. The Exhibitor will not do anything directly or indirectly with his display which may be a violation of any law, bylaw, ordinance or regulation of any government body or which may be in violation of the regulation of the Canadian Fire Underwriters Association or any other similar body.
17. The Exhibitor agrees to maintain qualified personnel in the display at all times during the Show hours.
18. Metroland will not assume any responsibility for losses or damages incurred from pilferage or any other causes. Exhibitors should take all possible precautions to protect their own property, including insurance if deemed necessary.