

## **EXHIBIT SPACE CONTRACT/APPLICATION**

SPRING 2024: January 28 – February 1

**Exclusively at the Toronto Congress Centre** 

Company Name:	Trade Show Contact:
Exhibiting Name:	Direct Phone Number:
Address:	Mobile Number:
City:	Email Address:
Prov: Postal Code:	Website:

	100 – 499 sq'	500 – 999 sq'	1000 – 2999 sq'	3000+ sq'	Corner Fee
Single Show Rate	\$20.00/sq'	\$19.75/sq'	\$19.50/sq'	\$19.25/sq'	\$175 per

YES, I am a current Gold Member of CanGift						
Please indicate your preferred booth size: 100 sq' 200 sq' Other: sq' Corner						
Payment Schedule						
Spring 2024 Toronto Gift + Home Market						
10% Non-Refundable Deposit Due Immediately						
30% Payment Due on or Before: October 31, 2023						
30% Payment Due on or Before: November 28, 2023						
30% Payment Due on or Before: December 28, 2023						
Full 2024 Gold Membership Renewal Due on or Before: October 31, 20	023					
Please note that your booth space is not confirmed until this signed exhibitor application/contract is returned, and your non-refundable deposit has been received.         Credit Card (please indicate the card type you are using):       Visa       MasterCard       Amex       Discovery         Card #       Expiry Date:       CVC:						
Cardholder Name: Signature:	Date:					
<ul> <li>I authorize the Canadian Gift Association to process interim &amp; final payments on the given cred above.</li> <li>I authorize the Canadian Gift Association to process my 2024 Gold Membership Renewal Fees of \$525.00 + tax on Oct. 31, 2023         *Reminder: only renewed Gold Members can participate in the Toronto Gift + Home Market*     </li> </ul>	dit card on the due dates listed 23-4444 Eastgate Parkway Mississauga, ON L4W 4T6 Attention: Accounting					
Cheque – please make cheques payable to the Canadian Gift Association. Mail cheques to: Terms & Conditions In addition to the terms outlined on page 2 of this document I understand the following the fol	owing:					
<ul> <li>Any booth space assigned is subject to change under any circumstances at any time by Show N</li> <li>Companies must be current Gold Members in Good Standing with the Canadian Gift Associatio</li> <li>This form shall become a binding contract upon acceptance by the Toronto Gift + Home Market</li> </ul>	n in order to exhibit. t. I/We have read, understand,					

- and accept the "Canadian Gift Association Conditions, Rules and Regulations of Agreement" included with this document, as well as the Booth Display Standards available online. Keep a copy of this Exhibit Space Application/Contract for your records. ٠
- The Toronto Gift + Home Market and its show suppliers may contact you in the normal course of business with money saving offers and show information.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_ Title: \_\_\_\_\_\_ Date: \_\_\_\_\_\_

## CANADIAN GIFT ASSOCIATION CONDITIONS, RULES AND REGULATIONS OF AGREEMENT

These regulations have been established for the mutual benefit and protection of Exhibitors, Visitors, and the Canadian Gift Association (CanGift), with such additions or changes as may be made from time to time and to which the Exhibitor agrees to be bound.

- 1. Conditioned upon placing the exhibit space applied for herein at the disposal of the Toronto Gift + Home Market (herein called the "Market") to be held at the Toronto Congress Centre (herein called the "Building") allotment of space is made by CanGift. The Exhibitor may not enter a protest against the allotment of space made. 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.
- 2. CanGift 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 relocations are necessary to maintain the character and/or good order of the Market.
- 3. Neither CanGift nor the Market shall be financially liable or otherwise obligated in the event the Market is cancelled, postponed or relocated. However, should any contingency interrupt or prevent the holding of the Market, CanGift may refund a portion of the amount paid for space. This refund may be made pro rata to the space taken by the Exhibitor as a whole less a pro rata share of actual expenses incurred by CanGift to the date it is known that the Market cannot commence. Where the Market is interrupted following the commencement (rather than prevented from commencing), the refund may be made pro rata to the amount of time the Market ran to the time of interruption as a function of the intended time of the Market. If for any reason CanGift determines that the location of the Market should be changed, no refund will be made but CanGift will assign to the Exhibitor such other space in the new location as CanGift, in its discretion, considers appropriate and the Exhibitor agrees to accept such space under the same rules and regulations as would have applied to the original space.
- 4. CanGift shall have the right to adopt such rules and regulations as to the conduct of parties prior to, during and after the Market as in its discretion it deems to be in the best interests of the event. The Exhibitor agrees to abide by all rules and regulations adopted by CanGift as well as all rules and regulations of general contract that may be issued by the Building and all by-laws, rules, directions, orders and regulations of Peel Regional Police, Mississauga Fire Department and/or other Municipal authorities, including understanding and abiding by the conditions and regulations under the Health and Safety Act.
- 5. Exhibitors shall not violate the wholesale character of this Market by engaging in immediate delivery or selling their samples off the show floor.
- 6. Exhibitors are strictly prohibited from, selling or subletting (making Market space available to a third party in exchange for direct compensation or access to the space) all or part of their booth space. CanGift owns all booth space at its Markets, exhibit space is not assignable or transferable. Exhibitors may represent and/or distribute merchandise of a third party pursuant to a representation or distributorship contract in writing, to which the Exhibitor is compensated on a commission basis based on volume or sales. CanGift reserves the right to request evidence of such arrangement including, but not limited to, a copy of the contract in question. Infraction will result in loss of booth space. Documentation of company name changes, amalgamation or purchase of member companies, must be submitted to and reviewed by CanGift for approval.
- 7. Exhibitor's property shall be placed on display and exhibited at Exhibitor's own risk and neither CanGift nor the Market nor the Building shall be deemed to assume any responsibility therefore; nor shall CanGift nor the Market nor the Building 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. 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 and any contractor the Exhibitor employs for set-up or dismantling of the booth, shall secure and furnish evidence of comprehensive general liability insurance coverage adequate therefore, but in no event no less than limits of two million dollars.
- 8. The Exhibitor agrees that no display may be dismantled or goods removed during the entire period of the Market. The booth must remain intact until the closing hour of the last day of the Market. The Exhibitor also agrees to remove its exhibit equipment and appurtenances from the Market 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.
- 9. No signs or advertising devices shall be displayed in any area of the Market, aside from the exhibit booth allocated to the Exhibitor, unless approved by CanGift.
- 10. All electrical equipment or apparatus used in, or exhibited for sale in Canada, must be approved prior to the Market by Hydro authorities in the Province of Ontario unless the aforesaid had 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 so approved may be required to be removed from the Market.
- 11. The Exhibitor shall be liable for any damage caused to the Building floors, walls, or columns or to the property of other Exhibitors. The Exhibitor may not apply paint lacquer, adhesive or other coatings to Building's 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.
- 12. The Exhibitor agrees to abide by any local union regulations in existence and to obtain any clearance required by any union trade organization having authority with respect to the work related to the event, performed in the Building. CanGift agrees to advise the Exhibitor of all union agreements which might affect the Exhibitor's activities.
- 13. This agreement may be terminated by the Exhibitor only in writing to CanGift. If such notice in writing is received, the following shall apply:
- If notice is received 31-90 days prior to the first day of moving into the Market, all monies paid over and above the 10% non-refundable deposit received, will be held as credit for use at a
  future CanGift Market within 12 months or refund options will be dealt with on a case-by-case basis;
- If notice is received by the Exhibitor 30 days or less prior to the first day of moving into the Market, no monies paid to date will be refunded or deferred;
- If the final booth payment is due but has not been received by CanGift, the Exhibitor will be deemed to have terminated this Agreement and no monies paid to date will be refunded or deferred.

Termination of this Agreement shall disentitle the Exhibitor to any rights or claims against the booth space, the Market or CanGift and all monies retained are hereby agreed by the parties to be a fair and reasonable estimate of the damages incurred by CanGift for administrative and other related costs arising out of the termination. This Agreement may be terminated forthwith and without prior notice by the Market at any time on the breach of any of the terms and conditions hereof by the Exhibitor, and thereupon all rights of the Exhibitor hereunder shall cease and terminate. CanGift may thereupon sell or otherwise deal with the space as it deems necessary.

## CanGift requires that its members and exhibitors adhere to this Code of Ethics, adopted by the CanGift Board of Directors. As a CanGift member, you agree to observe the highest standards of honesty, integrity and responsibility at the CanGift Markets, by:

- Ensuring your conduct and that of your staff, agents or persons under your control, do not reflect negatively on the Association and/or its members.
- Respecting the rights and privileges of all parties associated with CanGift in a manner consistent with this Code and striving to enhance the image, reputation and standing of the Association and/or its members and exhibitors.
- Adhering to the Market's rules and regulations as outlined in the Exhibitor Toolkit including effective show security and safety procedures.
- Refraining from entering another exhibitor's booth, handling a product or taking a photo at any time, without express permission from the other exhibitor.
- Any form of theft is a criminal offence and will be handled in the same manner as it would outside the show floor. Authorities may be contacted as warranted.
- Being considerate of neighbouring exhibitors and ensuring that your exhibit does not interfere with their ability to conduct business.
- All dealings with CanGift staff and all stakeholders will be conducted at all times in a professional, respectful and courteous manner.

Members who do not adhere to these standards may subject themselves to discipline, including without limitation, suspension or termination of membership and/or loss of booth space, at the sole discretion of the Board of Directors.







ID Number: \_\_\_\_\_

## **CANADA'S LARGEST GIFT SHOW PRODUCERS**

Exhibiting Name: \_\_\_\_\_

Company Name: _								
FOR OFFICE USE ONLY								
SPRING 2024 TORONTO GIFT + HOME MARKET								
	Booth(s):							
	Corner(s):							
I	Dimensions:		Sq. ft.:					
Rate:								
Ontario HST (13%):								
	Tota	al Owing:						
2024 Gold Membership Renewal Fees:								
1st Installm 10% of to		id Installment: 30% of total	3rd Installment: 30% of total					
ACCEPTED BY TORONTO GIFT + HOME MARKET								
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