



# KW Home & Garden SHOW

Presented at  The Auditorium Complex

www.kwhgs.ca

**Ontario Marketing Productions Ltd.**  
Kitchener Memorial Auditorium Complex  
400 East Avenue  
Kitchener, ON N2H 1Z6

Tel. (519) 632-5222  
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georgia@kwhgs.ca

## APPLICATION/CONTRACT

March 23-25, 2012 Kitchener Memorial Auditorium Complex, Kitchener, Ontario

### 1 We wish to exhibit at the 2012 KW Home & Garden Show: (Please Print)

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

Company Name for Show Guide (if different from above): \_\_\_\_\_

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

Prov.: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Tel: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

### 2 Products & services: \_\_\_\_\_

NOTE: Only products/services listed above and approved by show management may be promoted

### 3 A 25% deposit payment must accompany this application/contract.

The size of space we require is \_\_\_\_\_ ft. wide x \_\_\_\_\_ ft. deep = \_\_\_\_\_ sq. ft.

Space Cost \$ \_\_\_\_\_ + Corner Premium \$ \_\_\_\_\_ + Tax \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Preferred Locations: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

If accepted, we agree to pay: \$12.00/sq.ft. up to 299 sq.ft. OR \$11.75/sq.ft. over 300 sq.ft. PLUS \$150 per corner PLUS Tax.  
Sponsor Member Rate (Landscape Ontario) \$11.50/sq.ft. PLUS \$150 per corner PLUS Tax.

1. 25% payment due with application/contract. 2. Second payment of 25% to be paid on or before Dec. 1, 2011 3. 50% balance to be paid on or before February 1, 2012.

### 4 Charge to my: Visa MasterCard Please find my cheque attached. Amount: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Credit Card Expiry Date: \_\_\_\_\_

Card Holder Name: \_\_\_\_\_ Signature (for Credit Card): \_\_\_\_\_

Check this box to request that all payments be debited from your card.

### 5 I/we hereby apply for exhibit space in the 2012 KW Home & Garden Show, March 23-25, 2012.

If accepted, I/we agree to abide by the show terms, conditions and regulations printed on the reverse side of this form.

\_\_\_\_\_  
(Application cannot be accepted without signature) Date: \_\_\_\_\_

### 6 Please return signed application/contract with payment deposit to:

Ontario Marketing Productions Ltd.  
c/o Kitchener Memorial Auditorium Complex, 400 East Ave. Kitchener, ON N2H 1Z6

Toll Free: 1-877-961-2999 Tel: 519-632-5222 Fax: 519-632-5251

#### For office use only

Space cost: \_\_\_\_\_ Premium: \_\_\_\_\_ HST #104000906RT001: \_\_\_\_\_ Company # \_\_\_\_\_

Booth No. \_\_\_\_\_ Dimensions: \_\_\_\_\_ x \_\_\_\_\_ Total sq.ft.: \_\_\_\_\_ Total Space Cost: \_\_\_\_\_

Salesperson \_\_\_\_\_ Accepted by: \_\_\_\_\_ Deposit Received \_\_\_\_\_ Date: \_\_\_\_\_

# CONDITIONS OF CONTRACT

## 1. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by Ontario Marketing Productions Ltd. and sponsors in the best interest of the show and agree that Ontario Marketing Productions Ltd. 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 Ontario Marketing Productions Ltd. 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 obtain, at its own expense, any license or permits which may be required from government bodies 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 the space allocated.
- d) The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered. Unless the exhibitor (i) satisfies Ontario Marketing Productions Ltd. that the contest is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to Ontario Marketing Productions Ltd. covering the value of the prize(s).
- e) The exhibitor agrees to obey any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law they are responsible for, obey any such regulations.

## 2. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the term of the show and to exhibit the products described only under the exhibitor's name which appears on this contract.
- b) Ontario Marketing Productions Ltd. reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of exhibitors and exhibits of the show, (ii) reject or prohibit exhibits or exhibitors which show management considers objectionable, and (iii) relocate exhibitors and exhibits when in show management's opinion such moves are necessary to maintain the character and/or good order of the show.

## 3. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of Ontario Marketing Productions Ltd., 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 from an insurer acceptable to Ontario Marketing Productions Ltd. The policy of insurance shall protect Ontario Marketing Productions Ltd. and insure the exhibitor against all claims, demands, actions or proceedings for sums of money, damages, costs, penalties and losses and all liability which may be imposed by law for loss of life, personal injury, or damage to or loss of property arising from or in any way connected with the exhibitor's presence or operations at the show. Policy shall provide coverage of at least \$ 1,000,000 for each separate occurrence.

## 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 Ontario Marketing Productions Ltd., the show sponsors or the exhibition hall in which the show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
- b) The exhibitor agrees to indemnify and hold harmless Ontario Marketing Productions Ltd., show sponsors and the exhibition hall,

their respective officers, agents and employees, against all claims, losses, suits, damages, judgements, expense costs and charges of every kind resulting from their occupancy of the exhibit space or its environs for any reason or personal injuries, death, property damages or any other damage sustained by the exhibitor or its officers, agents, employees or another exhibitor or Ontario Marketing Productions Ltd. or a visitor to the show.

## 6. EXHIBITOR'S PROPERTY

All the exhibitor's property at the show shall be at the sole risk of the exhibitor and Ontario Marketing Productions Ltd. assumes no responsibility for loss or damage thereto. The exhibitor shall assume all responsibility for all loss, damage to his/her property however caused.

## 7. BUILDING

The exhibitor is liable for any damage they cause to the building or to any property of Ontario Marketing Productions Ltd., its agents or any other exhibitor. The exhibitor may not apply paint, lacquer, adhesive or other coatings to the building or to the property of Ontario Marketing Productions Ltd., its agents or any other exhibitor.

## 8. CANCELLATION AND TERMINATION

This contract may only be cancelled if notice, in writing, is received by Ontario Marketing Productions Ltd.:

- a) All monies received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 60 days or less prior to the first day of the show, the exhibitor is liable for full payment of his booth space rental under this contract.
- b) In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, Ontario Marketing Productions Ltd. 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 Ontario Marketing Productions Ltd. as liquidated damages for breach of his contract and Ontario Marketing Productions Ltd. may thereupon rent said space. Failure to appear at event does not release the exhibitor from responsibility for payment of the full cost of the space rented.

## 9. REMOVAL OF EXHIBITS

The exhibitor agrees that 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 his/her display, stock and equipment 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.

## 10. CANCELLATION OR CURTAILMENT OF SHOW

- a) In the event the building in which the show is to be held is destroyed or if for any reason Ontario Marketing Productions Ltd. is unable to permit the exhibitor to occupy the space, or if the show is cancelled or curtailed, Ontario Marketing Productions Ltd. and sponsors will not have any liability to the exhibitor for any loss of business, damage or expense of whatsoever nature or kind that the exhibitor may suffer.
- b) Should the premises in which the show is being conducted become unavailable for occupancy, for "cause or causes" not within the control of Ontario Marketing Productions Ltd. and sponsors, Ontario Marketing Productions Ltd. and sponsors will not be held responsible for any claims or damage which might arise in consequence thereof. The "cause or causes" listed will include, but not be limited to, such items as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake, acts of public enemies, riots or civil disturbances, strike, lockout or boycott or other Acts of God.

## 11. NSF Cheques

In the event that the exhibitor's cheque is returned by a bank due to insufficient funds, a \$25 administration fee will be charged to the exhibitor.