

### **COMPANY & PERSONAL INFORMATION**

The undersigned, (hereinafter called the "Exhibitor"), hereby applies for space in MomFest organized by MomBoss Canada inc, (hereinafter called "MomFest"), Tuesday, September 10th, 2019 at The Warehouse Venue, 35 Carl Hall Rd #2, North York, ON M3K 2B6. The Exhibitor agrees to abide by the Terms and Conditions as stated in this Exhibit Space Application Form and the rules and regulations contained in the Exhibitor Manual.

Company Name:		Contact Full Name:
Email Address:	Phone Number:	Company Website:
Address:		City:
Postal/Zip Code:	Province/State:	Country:

Brand/Products:

# SIGNATURE & CONTACT CONSENT

I hereby apply for exhibit space. If accepted, I hereby agree by all show rules and regulations in this contract. Note: applying does not guarentee acceptance into the show.

Authorizing Signature:

Date Signed	l:
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Yes, I consent to MomFest & MomBoss Canada inc. contacting me at the above information.

Yes, I consent to MomFest & MomBoss Canada inc. to sharing my contact information with authorized exhibitor service providers for the upcoming show only.

### **ADDITIONAL INFORMATION**

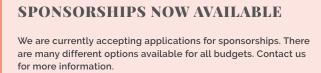
ALL booth spaces include draped back and sidewalls, 4 exhibitor passes per 10x10 booth. Your booth does not include extras such as electricity, plumbing, internet access, furniture, etc.

### Mailing Address:

#### Contact Us:

MomBoss Canada Inc. 174 Day Ave, Toronto, Ontario, M6E3W5, Canada

#### Phone: <u>+1 647 922 9131</u> Email: info@momsTO.com Web: http://momsto.com/



LEARN MORE



APPLY ONLINE

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The Warehouse Venue, Toronto September 10th, 2019

### **EXHIBIT SPACE SELECTION**

Space Size (in feet)	Rate (Each)	Totals
6 Foot Table	\$500.00	
8 Foot Table	\$700.00	
10' x 10' Activation Space	\$1,200.00	
Sponsorship	Contact Us	
ADD: Corner Premium	\$100.00	
ADD: Peninsula Premium	\$200.00	
ADD: Island Premium	\$350.00	

### WHAT ARE THOSE BOOTH PREMIUMS?







Corner Premium Your booth is facing two aisles. 
 Peninsula Premium
 Island Premium

 Your booth is facing three aisles.
 Your booth is facing four aisles.

# **PAYMENT METHOD**

VISA	MASTERCARD	AMEX	CHEQUE	
Credit Card Number:				Expiry Date:

Card Holder Full Name

Card Holder Signature\*

Sub Total:

Total

HST (13.00%)

Please Confirm Your Payment Amount:

100% charged/paid upon acceptance.

\* The cardholder above authorizes the credit card to be billed for the full amount on the dates per the schedule above. By signing you agree that you have read and agree to the Terms and Conditions which appear on all pages of this Application/Contract and will abide by all show regulations. This contract is binding upon acceptance by Fitfest. Credit card charges will appear on your statement as "MomBoss Canada inc.". Please make all cheques payable to "MomBoss Canada Inc.".



## 2019 Exhibitor Contract

The Warehouse Venue, Toronto September 10th, 2019

## **TERMS & CONDITIONS**

#### **Space Rental Requirement**

APPLICABLE DEPOSIT MUST ACCOMPANY THIS APPLICATION. Balance due and payable 35 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. MomBoss Canada inc., Organizers of MomFest (referred to herein as "Show Management") 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 80 days or more prior to the first show day – 100% of booth payments will be refunded. Cancellation received within 79 - 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 neighbouring 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 neighbouring 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. Any material remaining after the cut off time may be removed by Show Management at Exhibitor's expense.

#### **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 carrival 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. 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 a objectionable manner, 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, gramaphones, 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 Show Management. 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.

#### Draws, Promotional Give-Aways, and Mailing Lists

All Exhibitor draws and promotional give-aways must be approved by Show Management prior to the show, but such approval shall not construed to mean that Show Management deems the draw or giveaway to be legally compliant. All Exhibitor draws and promotional give-aways 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.

#### **Badges and Passes**

Exhibitor badges 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. Lost or forgotten passes will not be replaced.

#### 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 is prevand the late. Itime or place of Exhibitor or the abandonment thereof. The Exhibitor shall be liable for and will indemnify and hold harmless Show Management and its parent, affiliates and related companies and their respective directors, officers, employees and agents from any and all liability, causes of action, claims, demands or proceedings whatsoever, whether by common law or statute, arising out of or in any way related to the Exhibitor's participation at the show and/or Exhibitor's products and/or services. 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. Show Management 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 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 arrangements. The Exhibitor shall at its own expense employ the officially appointed contractual arrangements. The Exhibitor shall at its own expense employ the officially appointed contractors as stated in the show brohrue for all electrical work. The Exhibitor shall not interfere with any of the services carried out in respect of the show permises.

#### 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.

Authorizing Initials: