

# 2023 MAKEFUL MARKET POP-UP AT THE HOME + RENO SHOW | Application Form

February 3–5, 2023, The International Centre, Mississauga

MAKEful



Produced by: Blue Ant Media Inc., 99 Atlantic Ave., 4th Fl., Toronto, ON M6K 3J8, market@bemakeful.com

## YOUR INFORMATION

All fields are mandatory, if not applicable, please put N/A

FIRST AND LAST NAME

COMPANY NAME (IF ANY)

MAILING ADDRESS

TOWN OR CITY PROVINCE POSTAL CODE

BUSINESS PHONE NUMBER

MOBILE

EMAIL

WEBSITE

FACEBOOK

TWITTER

INSTAGRAM

HOW DID YOU HEAR ABOUT THE MAKEFUL MARKET?

**IN THE SPACE BELOW, LIST ALL THE ITEMS YOU WOULD LIKE TO SELL IF ACCEPTED TO THE SHOW (EG. POTTERY, FABRIC/TEXTILES, HOME DECOR, ETC.)**

All items must be handmade or designed by you in Canada.

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**PAYING BY**  VISA  Mastercard  E-Transfer  
(we will provide details upon acceptance)

CARD NUMBER EXPIRY

NAME ON CARD

X  
SIGNATURE OF CARDHOLDER

Payments will not be processed until your acceptance has been confirmed. After that time, payments are non-refundable.

## MAKEFUL MARKET BOOTH RATES

**MAKEFUL FINDS TABLE = \$450 UNTIL DEC. 16 / \$495 AFTER DEC. 16**  
Space includes: one white draped table (72"L x 24"W x 30"H) with a stool, electrical, railing and drape.

BOOTHS	10' x 5'	10' x 10'
Until Dec. 16	\$745	\$1,220
After Dec. 16	\$800	\$1,300

Booth prices includes electrical and 8' high pipe and drape.

HST of 13% will be applied to above rates (HST# 840081913RT0001)

\*Electrical hook-up does not include extension cords and power bars. You must provide your own.

## INDICATE IF YOU ARE APPLYING FOR

- Makeful Finds (6' table) or  
 Booth Space:

Space size:

\_\_\_\_\_ ft x \_\_\_\_\_ ft = \_\_\_\_\_ sq. ft.

Space Cost:

Booth Price \$ \_\_\_\_\_  
+HST (13%) \$ \_\_\_\_\_  
+ Insurance Opt-in = \$ \_\_\_\_\_  
= Total Cost \$ \_\_\_\_\_

**PLEASE SEND YOUR APPLICATION TO:** [market@bemakeful.com](mailto:market@bemakeful.com)

If you do not have a website, please include at least two photos of your work.

## ONCE I'VE APPLIED WHAT HAPPENS?

Applications are juried by members of the show management team and members of the Makeful brand team. We will be limiting the number of exhibitors within specific categories, and we will be implementing a waiting list should those category caps be reached.

We will be notifying accepted participants via email within 2 weeks of receiving your application. Upon acceptance, payment terms are as follows: Upon acceptance, 50% payment will be processed, with the balance being processed on January 6, 2023. All balances are due by January 6, 2023.

## FOR OFFICE USE ONLY

SPACE COST PAYMENT RECEIVED SPACE SIZE SPACE TYPE

DATE REP S. D. CATEGORY CATEGORY STATUS

# TERMS AND CONDITIONS

MAKEful

HOME - RENO  
SHOW

## 1. RENTAL SPACE

- a) Show Management will allot the rental space in accordance with the preferences of the Exhibitor but reserves all rights to the final allocation of the rental space and the right to make reasonable shifts of booth locations.
- b) A professional presentation is required. All displays require full floor covering, except for Makeful Finds. Construction and signage must be in accordance with the standards set out in the Exhibitor's Kit to be supplied by the Show Management, and in compliance with Fire Regulations. All booth decorations must be flameproof and all hangings must clear the floor. Exposed parts of the display and/or equipment must be finished or covered in such a manner so as not to be unsightly. No displays shall interfere with the use of other displays or impede access or the free use of the aisles.
- c) Application of labels, tape, paint, lacquer, adhesives or other coatings to building columns, floors, walls or other components not belonging to the Exhibitor is strictly prohibited.
- d) All booth construction, displays and signage shall be subject to the reasonable approval of the Show Management, and anything not so approved will immediately be remedied by the Exhibitor with no liability to the Show Management for any costs incurred. If any undone remedial work constitutes a fire or public safety hazard, the Show Management shall have the option of completing such remedial work at the expense of the Exhibitor, or remove all or such part of the display that requires the remedial work at the expense of the Exhibitor who will not be entitled to a refund of any amounts paid for the Rental Space.
- e) The Exhibitor shall not assign any rights or sublet space under this Exhibit Space Application/Contract without the prior written permission of the Show Management, which permission may be arbitrarily withheld.
- f) The Show Management reserves the right in its sole and unfettered discretion to: (i) determine the eligibility of Exhibitors and exhibits for the show, (ii) reject or prohibit exhibits or Exhibitors which it considers objectionable, inappropriate, disruptive or offensive to the Show Management, other Exhibitors or Show attendees; (iii) change or modify the layout of the Show and/or relocate exhibits or Exhibitors, (iv) cancel in whole or in part the Show due to any reason or event beyond the control of the Show Management, or (v) change the date, location and duration of the Show, without any liability to the Show Management, Blue Ant Media Solutions Inc. or the Show sponsors.

## 2. EXHIBITOR COVENANTS

- a) The Exhibitor agrees to abide by all by-laws, laws, rules, regulations and ordinances of the municipality, police and fire departments, Ministry of Labour and of all other governmental or regulatory body having authority with respect to the facility and the Show and with respect to environmental and public health and safety and the Ontario Health & Safety Act.
- b) The Exhibitor agrees to abide by all rules and regulations governing the Show as set out in the Exhibitor Kit and as further established by the Show Management from time to time, the Show Management having the right to establish and amend or modify any regulations governing use of the facility and the Show.
- c) The Exhibitor agrees to sell their product at retail rates, wholesale pricing is not permitted.
- d) The Exhibitor agrees to observe all union contracts and labour relations agreements in force with respect to contractors providing services to the facility and the Show and with respect to companies operating in the facility.
- e) The Exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limiting the generality of the foregoing, from government bodies, trade or industry associations and any other parties, 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 such operation.
- f) The Exhibitor agrees not to conduct or be associated with any promotional contest held at or in connection with the

show unless the Exhibitor i) satisfies the Show Management that the contest is being operated in accordance with applicable law, and ii) receives the prior written consent of the Show Management.

- g) The Exhibitor agrees not to use sound and video productions unless approved by the Show Management and kept to a reasonable level and not interfere with other Exhibitors. The Exhibitor agrees to indemnify and save harmless the Show Management, Blue Ant Media Solutions Inc., the Show sponsors and the facility (and their respective officers, directors, employees, insurers, agents, and those for whom the Exhibitor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses), costs and charges arising from or as a result of any unauthorized use of any music, materials, devices, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right by the Exhibitor, its agents, representatives, employees and those for whom the Exhibitor is responsible in law.

## 3. INSTALLATION, OPERATION & REMOVAL OF EXHIBITS

- a) Every Exhibit must be fully installed, staffed and operational upon opening of the show to the public and throughout the show hours. Solicitation in the aisles is prohibited. No display shall be dismantled or partially dismantled during the term of the Show, except as required by the Show Management, but will remain intact until the end of the final closing hour on the last Show day.
- b) The Exhibitor shall occupy the Rental Space during Show hours to sell, promote or advertise only the services and products described in this Exhibit Space Application/Contract.
- c) The Exhibitor shall remove his exhibit equipment and materials (including fluids) from the show building by the final move-out day as advised by the Show Management, and in the event of a failure to do so or failure to return the Rental Space to the same condition as at move-in date, the Exhibitor will be responsible to pay for such additional costs as may be incurred. Such removal of materials will be at the sole risk of the Exhibitor and in full compliance with all environmental and public health and safety requirements.
- d) The Exhibitor will be liable for any damage caused to building floors, walls or columns or to any standard booth equipment or to another exhibitor's booth or property caused by the installation, use or removal by the Exhibitor or anyone acting on the Exhibitor's behalf.

## 4. LIABILITY AND INSURANCE

- a) The Exhibitor shall obtain and maintain at Exhibitor's expense a comprehensive general liability and all risk property insurance to cover the period from the move-in date to the date the Exhibitor has fully moved out of the Show premises. Blue Ant Media Solutions Inc. shall be named as an additional insured and the Policy shall insure the Exhibitor against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show, with no right of subrogation. The policy shall provide coverage for at least \$2,000,000 for each separate occurrence. If requested by the Show Management the Exhibitor will provide a copy of the Policy to the Show Management prior to the move-in date and the Show Management shall have the right to require amendments.
- b) The Exhibitor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and the facility. The Exhibitor shall not make any claim or demand or take any legal action whatsoever against Blue Ant Media Solutions Inc., the Show Management, the Show sponsors or the facility in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, or any person or corporation claiming through it, its officers, directors, agents, representatives, employees and their respective property.
- c) All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in transit to or

from or within or outside the facility. Neither Blue Ant Media Solutions Inc., the Show Management nor the facility will be liable for loss for damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

## 5. INDEMNIFICATION

The Exhibitor agrees to indemnify and hold harmless Blue Ant Media Solutions Inc. and the Show Management, Show sponsors and facility, their respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from i) the Exhibitor's occupancy of the Rental Space and/or its environs, ii) the use of equipment or devices furnished to or used by the Exhibitor or other persons in connection with the Show, and iii) personal injuries, death, property damages or any other damage sustained by the Exhibitor, Blue Ant Media Solutions Inc., the Show Management, the facility, Show sponsors or a visitor to the Show, and their respective directors, officers, agents, representatives and employees or those for whom the Exhibitor is responsible at law.

## 6. CANCELLATION AND TERMINATION

- a) The Exhibitor shall have the right to cancel this Exhibit Space Application/Contract by notice in writing to be delivered to the Show Management no later than sixty (60) days preceding the move-in date. All payments received up to the date notice of cancellation is given are non-refundable and non-transferable. In the event the Exhibitor notifies the Show Management less than sixty (60) days preceding the move-in date that it wishes to cancel, or fails to make payment by the due date, or fails to appear at the Show, then the Show Management may i) cancel this Exhibit Space Contract without notice and all rights of the Exhibitor hereunder shall cease and terminate, ii) retain any payment made by the Exhibitor as liquidated damages (and not as a penalty) for breach of contract, iii) re-rent the Rental Space, and iv) bring action against the Exhibitor for payment of the full payment for the Rental Space.
- b) If the Exhibitor violates or breaches any other terms and conditions herein it shall be a default of the entire contract entitling the Show Management to immediately and without notice revoke all privileges of the Exhibitor, occupy the Rental Space, use it in any manner it deems appropriate, including but not limited to re-renting it, and the Exhibitor shall not be entitled to any offset or mitigation of the amount paid or payable hereunder, and the Show Management may make any claim against the Exhibitor for damages or the enforcement of any amounts owing. All amounts paid or payable by the Exhibitor shall be deemed earned and all deposits received shall be non-refundable and non-transferable.

## 7. CANCELLATION OR CURTAILMENT OF THE SHOW

In the event the facility in which the Show is to be held is destroyed or becomes unavailable for occupancy, or if for any reason the Show Management is unable to permit the Exhibitor to occupy the facility or the Rental Space, or if the Show is cancelled or curtailed, for any reason beyond the control of the Show Management, including but not limited to casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other natural disasters, acts of public enemies, acts of terrorism, riots or civil disturbances, strike, lockout or boycott, Blue Ant Media Solutions Inc., the Show Management and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer.

## 8. PHOTOGRAPHY

Exhibitors and visitors are prohibited from taking pictures within the exhibit hall unless prior written permission of the Show Management has been obtained. Show Management reserves the right to reproduce all photographs, images and likeness taken during the show by a staff photographer for future purposes.

## 9. PRIVACY PROTECTION

The Exhibitor and the Show Management shall each abide by the Principles set out in the National Standards of Canada relating to the protection of personal information and will not use or disclose any personal information

AUTHORIZED SIGNATURE

COMPANY NAME

DATE