



### Exhibitor Regulations

1. THE WORD ON THE STREET Exhibitor Marketplace will be located at Queen's Park Crescent East from College St. to Wellesley St. and Grosvenor St. from Surrey Pl to Queen's Park Crescent. The festival is open to the public from 11:00am to 6:00pm on Saturday May 27, 2023 and 10:00am to 5:00pm on Sunday May 28, 2023. Exhibits must be set up by 11:00am on Saturday May 27 and by 10:00am on Sunday May 28, and not dismantled before 5:00pm on Sunday May 28. Although security will be present overnight on Saturday, May 27, THE WORD ON THE STREET shall not be held liable for any items or property left on site overnight. We highly recommend removing valuables such as cash and electronics from the site for safekeeping overnight.
2. During festival hours, the site will be closed to all vehicular traffic. Load-in and load-out times will be sent to Exhibitors via email no less than two weeks prior to Festival date. The Exhibitor agrees to remove their exhibit and any equipment, garbage and/or appurtenances from the Festival site by 6:30pm on Sunday, May 28, 2023. Failure to do so will result in fines to the Exhibitor.
3. Exhibitors may register online through THE WORD ON THE STREET website. Exhibitor approval and booth assignment shall be completed in consideration of applicant access needs, Festival traffic flow, and the goals of THE WORD ON THE STREET as determined by its staff and board of directors in their sole discretion. THE WORD ON THE STREET reserves the right to limit the number of booths available at any price point or exhibitor category. Exhibitor registration will be confirmed by email upon full payment of your festival invoice and receipt of a signed copy of these Exhibitor Regulations. Failure to pay by the invoice due date may result in loss of festival space.
4. The Exhibitor agrees to occupy the space assigned by THE WORD ON THE STREET for the duration of the Festival and to pay the rental fee indicated on the invoice. Exhibitors are not permitted to sublet, rent or share any portion of their booth with another party without prior written consent from THE WORD ON THE STREET. THE WORD ON THE STREET reserves the right to limit the number of booths per Exhibitor and the number of parties occupying a booth.
5. Additional policies and a special fee structure shall apply to any Exhibitors subletting space to more than four parties, including those Exhibitors which charge fees to promote books and

author signings within their Exhibitor space. All such Exhibitors shall agree to be bound by these policies and fee structure by signing a separate written agreement with THE WORD ON THE STREET.

6. Where the Exhibitor has been granted permission to rent or share their exhibitor space with other parties, THE WORD ON THE STREET may require the Exhibitor to provide information not limited to the names and contact information of all parties as well as the terms and pricing of any agreements between the Exhibitor and such parties. The Exhibitor shall ensure that any such parties abide by these Exhibitor Regulations and shall be fully liable for any breach by such parties of these Exhibitor Regulations.

7. The Exhibitor agrees to indemnify and save harmless THE WORD ON THE STREET, its partners, and any other Festival participants from and against any direct or indirect loss or damage to personal property caused by any act(s) or omission(s) of the Exhibitor, its employees, servants, agents, or parties with whom it has agreed to share exhibitor space. THE WORD ON THE STREET and its partners shall not be responsible for any direct or indirect loss or damage of any kind or nature, however caused or incurred by the Exhibitor, its employees, servants or agents, or any parties with whom it is sharing exhibitor space, as a result of its occupation of exhibit space or other participation in the Festival.

8. The Exhibitor will exhibit in a proper manner, and will keep the exhibit space open and staffed at all times during Festival hours. For visitor safety and to improve traffic flow, displays must not protrude beyond the measured booth dimensions. THE WORD ON THE STREET reserves the right to restrict exhibits to a maximum noise level and to suitable methods of operation and display. THE WORD ON THE STREET shall have the final decision as to what constitutes a proper exhibit and such decision shall be final and binding. If for any reason any exhibit or its contents are deemed objectionable, the exhibit will be removed without refund. This provision includes persons, things, conduct, or any item or attire that may be considered objectionable to the Festival's intent. THE WORD ON THE STREET further reserves the right to relocate exhibits when, in its opinion, such relocations are necessary to maintain the character and/or good order of the Festival.

9. Exhibitors are responsible for ensuring that they and any employees, servants or agents associated with their exhibit are familiar with THE WORD ON THE STREET Code of Conduct. Harassment of any kind, from intimidation to verbal abuse to illegal behavior, will not be tolerated.

10. If the Exhibitor fails or refuses to conform to these requirements, THE WORD ON THE STREET may terminate this agreement without refund and may eject the Exhibitor, its employees, servants or agents from the Festival and/or ban the Exhibitor from future festival

opportunities. THE WORD ON THE STREET shall not be responsible for direct or indirect loss or damage of any kind or nature incurred by the Exhibitor as a result of THE WORD ON THE STREET's termination of this agreement as provided for herein.

11. Exhibitors are required to match the definition of their Business Category as outlined on the Festival registration webpage (<https://toronto.thewordonthestreet.ca/get-involved/exhibitor-marketplace/>). THE WORD ON THE STREET reserves the right to amend these definitions with regards to the goals of THE WORD ON THE STREET as determined by its staff and board of directors in their sole discretion. If changes to the Business Category Definitions materially affect the participation of an Exhibitor at the Festival, a refund will be issued.

12. THE WORD ON THE STREET will have the right to adopt such rules and regulations as to the contract or parties prior to, during and after the Festival as in its discretion it deems to be in the best interest of the Festival. The Exhibitor agrees to abide by and be bound by all rules and regulations or general applications that may be issued by THE WORD ON THE STREET and all by-laws, rules, directions, orders and regulations of the City of Toronto Police Services, Toronto Fire Services, and/or other municipal authorities, and THE WORD ON THE STREET. References to the "Festival" in these Exhibitor Regulations shall be deemed to include any duly authorized representative, agent or employee of THE WORD ON THE STREET.

13. Exhibitors are responsible for maintaining their exhibit space during festival hours. This includes covering tables with linens where possible and collecting and bagging their own garbage, and removing it. Garbage can be removed from the Festival site by the Exhibitor or brought to the bins located on site at the festival. The Festival will provide garbage bags on site. Detailed instructions on the disposal of garbage at the Festival will be sent to Exhibitors close to the Festival date. PLEASE come prepared to keep our site clean.

14. No one other than the official contractors designated by the Festival, or such contractors as have been approved in writing by THE WORD ON THE STREET, shall connect or disconnect any utility or service, install wiring, spotlights or do any other electrical or carpentry work.

15. No signs or advertising devices shall be displayed at the Festival site other than in those areas set aside by the Festival for such purposes. All signs shall be subject to the prior approval of THE WORD ON THE STREET.

16. No food or beverages shall be distributed at the Festival without prior consent of THE WORD ON THE STREET.

17. The Exhibitor shall not use or permit the use of THE WORD ON THE STREET's name and/or logo without prior written approval by THE WORD ON THE STREET.

18. All Exhibitor draws and promotional giveaways must be approved by THE WORD ON THE STREET prior to the Festival and be free and clear of any financial obligation on the part of the winner. Contest terms and conditions, and a list of all prizes with their value must be clearly posted in compliance with the Competition Act of Ontario and any other applicable laws or regulations, and the Exhibitor is solely responsible for such compliance. The Festival reserves the right to cease any draws that do not meet with above mentioned criteria.

19. Proselytizing of a religious or political nature is not permitted anywhere on the Festival site. THE WORD ON THE STREET reserves the right to remove Exhibitors who refuse to comply, or decline Exhibitors based on documented past behaviour.

20. If an Exhibitor is selling food or drink at the Festival, they agree to operate in compliance with the [Ontario Food Premises Regulation](#), the [Health Protection and Promotion Act](#), and the [Reopening Ontario \(A Flexible Response to COVID-19\) Act](#) and applicable regulations under the Act.

21. Cancellation Policy: Up until May 14, 2023, Exhibitors will receive a refund of the fees paid less an administrative fee of 50%. No refund will be made to Exhibitors who cancel on or after May 14, 2023. Fees that are held in this manner may be applied to future WORD ON THE STREET exhibitor opportunities. There will be a \$40 fee applicable to all NSF cheques.

22. The Exhibitor acknowledges and agrees that festival program guide circulation estimates are historically derived, and that THE WORD ON THE STREET does not guarantee circulation will be as estimated. Actual circulation may be more or less than estimated. Exhibitors who apply and are confirmed after April 20, 2023 will not be included in the print program, but will appear in the Festival website directory.

23. All matters and questions not covered by these rules and regulations are subject to the decision of THE WORD ON THE STREET. In addition, the Festival shall have full discretion in the interpretation and enforcement of all rules contained herein and the authority to make such amendments thereto and such further rules and regulations governing the conduct of the participation in the Festival as it shall consider necessary for the proper presentation of THE WORD ON THE STREET.

## **ADVERTISER REGULATIONS**

1. To reserve space, check the appropriate box for purchasing advertising on the Exhibitor Registration Form. If you are not an Exhibitor, or decide to purchase advertising later, please

contact toronto@thewordonthestreet.ca

2. All ads must be paid in full, including production charges, by the material deadline of April 15, 2023. All ad artwork is due on the same day.

3. Web content must be received by May 1, 2023. Payment will not be refunded if Advertiser's materials or content are not received as stated above.

4. All rates, unless otherwise specified, are based on plate-ready advertisements. Production charges for type, proofs, scans, halftones, etc. will be billed to the advertiser. THE WORD ON THE STREET assumes no liability for errors or omissions.

5. Advertisements are accepted upon the representation that the Advertiser and its agency have the right to publish the contents thereof. In consideration of such publication, the Advertiser and its agency agree to hold harmless THE WORD ON THE STREET against any expense or loss by reason of any claims arising out of publication.

6. No cancellations of space reservation will be permitted after the closing dates.

7. THE WORD ON THE STREET cannot guarantee specific layout positioning, but will consider requests for position subject to availability. THE WORD ON THE STREET has the absolute right to determine layout positioning.

8. The Advertiser acknowledges and agrees that circulation estimates are historically derived, and that THE WORD ON THE STREET does not guarantee circulation will be as estimated. Actual circulation may be more or less than estimated.

9. THE WORD ON THE STREET reserves the right to reject any advertisement that is not in keeping with the publication's standards. THE WORD ON THE STREET reserves the right to reject any web content that is not in keeping with its brand standards and policies. All orders are accepted on the terms and conditions outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Business Name: \_\_\_\_\_