

## CONTRACT FOR SPACE

<b>Company Name</b>			
<b>Address</b>			<b>Website</b>
<b>Contact Person</b>		<b>Title</b>	<b>Mobile</b>
<b>Tel</b>		<b>Email</b>	
<b>Exhibits</b>			
<b>Company Profile</b>	<input type="checkbox"/> Cut Flower/leaf <input type="checkbox"/> Potted Plant <input type="checkbox"/> Young Plants <input type="checkbox"/> Seed/seedling/bulb <input type="checkbox"/> Green Project <input type="checkbox"/> Greenhouses <input type="checkbox"/> Gardening equipment/tools <input type="checkbox"/> Horticulture Products <input type="checkbox"/> Fertilizer/Pesticide <input type="checkbox"/> Landscape Stretches <input type="checkbox"/> Sunshade <input type="checkbox"/> Garden Furniture <input type="checkbox"/> Waterscape <input type="checkbox"/> Ground Cover <input type="checkbox"/> Antiseptic Wood <input type="checkbox"/> Substrate <input type="checkbox"/> Other _____		

We, the undersigned firm, hereby make application for:

Area A      Shell Scheme      Raw Space \_\_\_\_\_m<sup>2</sup>      Booth No. \_\_\_\_\_

Area B      Shell Scheme      Raw Space \_\_\_\_\_m<sup>2</sup>      Booth No. \_\_\_\_\_

Area C      Shell Scheme      Raw Space \_\_\_\_\_m<sup>2</sup>      Booth No. \_\_\_\_\_

**Note: For raw space exhibitors, a Management Fee will be charged by the venue. For tax reasons, Shanghai Intex Exhibition Co Ltd will not collect on their behalf. Please refer to Exhibitor Manual.**

◆ **Total Cost** \_\_\_\_\_

◆ **Agreement:** We agree to be bound by the Terms & Conditions of the Show Management of Hortiflorexpo IPM Shanghai.

I confirm that I have read the Terms & Conditions listed overleaf.

I confirm that I have read and understood the payment terms as listed overleaf.

I confirm that I understand the cancellation charges as detailed in the Terms & Conditions.

I confirm that I am authorized to sign this document on behalf of the above company.

◆ Please complete and return to Ms Xinyi Dong or Ms Angela Wan whilst retaining a copy for your files.

◆ Please also send on application 50% of the total cost to the amount detailed. (Please refer to the Terms & Conditions overleaf)

Signature \_\_\_\_\_

Date (Stamp) \_\_\_\_\_

## Contract Confirmation

*Hereunder, written by the Show Management,*

We hereby confirm the above company takes:

Shell Scheme      Raw Space \_\_\_\_\_m<sup>2</sup>      in Area \_\_\_\_\_      Booth No. \_\_\_\_\_

Signature \_\_\_\_\_

Date (Stamp) \_\_\_\_\_

## TERMS & CONDITIONS

In these Conditions the following words shall have the meaning set opposite same respectively

Exhibition: The 21<sup>st</sup> Hortifloorexpo IPM Shanghai. Show Management: Here refers to Shanghai Intex Exhibition Co Ltd. Owners: The landlords of the building in which the exhibition is to take place. Exhibitors: Any person or Company to whom space is allotted at his or their request and his or their employees or agents. Exhibit: Any article referred to in the application for space. Stand: The area allotted to an exhibitor where stand erected thereon. Hall: The Hall and any area or other rooms in connection with the Exhibition. Authorities: Any body legally authorized for making regulations. Contractors: Any person, firm or company employed by the Owners or Show Management of the Exhibitors for erection, fitting out or other work on any stand in the Exhibition.

1. Time of Opening. The Exhibition will be open each day from 20-22 April, 2019 inclusive. The hours of opening will be **9:00 to 16:30 from Saturday 20<sup>th</sup> April to Sunday 21<sup>st</sup> April, 9:00 to 15:00 on Monday 22<sup>nd</sup> April 2019**. During these times stands and exhibits must not be covered up and staff must be in attendance. Venue: Shanghai New International Expo Center.
2. Application and Admission. Application for space must be made on the Contract for Space provided by the Show Management, and should contain details of the proposed exhibit. The Show Management reserve the right to accept or refuse any Application without assigning any reason.
3. Space Reservation. On official acceptance by the Show Management of an application for space, a contract shall arise between the Show Management and the Exhibitor making the application in terms of these Conditions, subject to variation as mentioned and as regards space allotted the regulations shall immediately arise and continue between the Show Management and the Exhibitor. In the case of non-payment of any sum payable by the Exhibitor to the Show Management or of the breaching or non-observance by the Exhibitor of any of the terms of any Terms & Conditions of this Contractor to be performed or observed by him, the Show Management shall have the right to revoke his license and re-enter upon the allotted space and may remove and exclude the Exhibitor and all other persons there from without prejudice to the right of the Show Management to recover all monies payable by the Exhibitor hereunder and all other claims against him and damages sustained by the Show Management.
4. Payment. A payment of 50% of the total cost must be due on application. Once the Contract has been accepted and the payment received, Exhibitors will receive an Official Allotment for stand space/shell scheme from the Show Management. And the final payment of 50% should also be paid in any case not later than **31<sup>st</sup> January 2019**. Participation by Exhibitor is dependent upon the full cost being paid to the Show Management before taking up space in the Exhibition. If the remaining balance is not paid by the due date the Show Management shall have the right to re-allocate the space while retaining all the monies paid or levy interest on installments not paid at 12% per month or part thereof.
5. Payment should be made to: Bank of China Shanghai Branch Changning Sub-branch Guomao Office, **Account Holder: Shanghai Intex Exhibition Co., Ltd. Account Number: 436472264714(US Dollars)**
6. Modification of Space. The request for cancellation or modification must be submitted by registered post. **Cancellation fees will be charged 30% of the total cost fee if the cancellation notice is received on or before 1st July 2018, 60% if it is received on or before 1st September 2018 and 100% thereafter.** Reduction of stand size will be liable for the cost of the corresponding part of space. The reduction cannot exceed 50% of the total rented space. The cancellation fees above represent reasonable compensation for the costs incurred by the Show Management as a result of the Exhibitor's cancellation or modification and that they do not represent a penalty. For the avoidance of doubt the Show Management is not required to mitigate his loss in such circumstances.
7. Transfer of Stand. No Exhibitor shall assign, sublet, underlet, grant any license or in any way part with or divide any stand allotted to him, nor shall any circulars, advertisements, photograph or other matter relating to any company who is not a bona fide Exhibitor be exhibited or distributed without the consent in writing of the Show Management. **Exhibitor shall not transfer the booth to the third party.**
8. Insolvency. In the event of an Exhibitor or intending Exhibitor committing any act of bankruptcy, entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or being an individual, committing any act of bankruptcy, or a receiver of any of the assets of the Exhibitor being appointed by any distress or execution being levied upon any goods or premises of the Exhibitor, the Show Management shall have the right to terminate any contract with the Exhibitor, to cancel the allotment of space and to forfeit all monies paid by the Exhibitor under such Contract.
9. Lien of Exhibits. In the case of any amount being due to the Show Management from the Exhibitor, his exhibits shall be subject to lien, and no exhibit will be allowed to be removed without an official pass.
10. Move In and Out. The Show Management will advise Exhibitors in advance in the Exhibitor Manual of the dates and times for receiving exhibits and other goods at the exhibition hall, for erection of stands and technical connections, and for the dismantling of stands and the removal of all exhibits and other goods. Prolongation of move in, move out, erection or dismantling above the dates and times fixed by the Show Management is at the Exhibitors' cost and depends on the availability of the Exhibition Hall. On no account will Exhibitors be permitted to remove goods from the Hall before the end of the Exhibition. All goods must be brought in and taken out by the entrances and exits specified by the Show Management. All labor for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor but in default the Show Management may at the Exhibitor's expense and risk do whatever they may consider necessary in the interests of the Exhibition.
11. Erection of Stands. All Stands and fittings must conform to any regulations or bylaws of the local Authority and/or other Authority including fire precautions and to the Regulations of the Owners and are subject to the approval of the Show Management who require the Exhibitor to submit plans in advance of erection or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by the local Authority and other regulating bodies must be undertaken by and at the expense of the Exhibitor and stand numbers must be prominently displayed. No Exhibitor will be permitted to erect his display goods in such a manner as, in the opinion of the Show Management, obstructs the light or impedes the viewing along the open spaces or gangways, or causes obstruction in the gangway, or otherwise affects the display of other Exhibitors.
12. Damage to the Hall. Exhibitors agree to observe the same Conditions of Tenancy as are accepted by the Show Management in their Agreement with the Owners and in particular to refrain from doing anything contrary to the licenses of the Authorities or the fire insurance policies upon the property. An Exhibitor shall not cut or damage floor or any part of the walls or structure of the Hall nor shall any stand interior fittings be attached to the roof, floor or other part of the Hall without prior consent in writing of the Show Management. Any Exhibitor causing any damage to the Hall or any person whomsoever must pay for same and hold the Show Management indemnified against the same. **Shell scheme exhibitors shall not change, enlarge, cover or remove the booth fascia without the permission from the Show Management.**
13. Civil liability. The Exhibitor is responsible for any damage to other parties, caused either by himself or by his employees or his material. The Show Management is responsible under civil law in its capacity as Show Management of the Exhibition and any other related events it organizes. This liability shall in no case extend to the damage caused to visitors, Exhibitors or rented goods by other parties.
14. Dangerous Articles. All materials used for building, decorating or covering stands must be of non-inflammable material. In no circumstances shall any Exhibitor have or permit on his Stand naked lights or oil lamps, explosives, detonating or fulminating compounds, or articles or materials of a dangerous, inflammable or objectionable nature. Only articles described at the time of application may be displayed on stands and any articles and materials not approved by the Show Management must be removed from the building.
15. Noise Control. The use of video equipment, loudspeaker systems, tape recorders, film projectors or slide projectors is permitted, provided the noise level is sufficiently low to avoid disturbance to visitors and other Exhibitors. The Show Management reserve the right to exercise their judgment in respect of an acceptable level of noise. The use of musical instrument(s) is expressly prohibited. Demonstration of noisy machinery must be kept to a minimum in order to avoid annoyance to visitors and other Exhibitors.
16. Promotional Activities. Promotional Activities shall be confined to the stand area and not permitted elsewhere in the Exhibition Hall. Handbills and other printed matter may only be distributed from Exhibitors' own Stands. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the building. The Show Management reserve the right to stop any promotional activities of any Exhibitor or his employees deemed improper to the Exhibition without incurring any liability for any loss sustained by the Exhibitor.
17. If an Exhibitor's exhibits are irrelevant to the Exhibition Profile published by Show Management. The Show Management shall be entitled to terminate his license to occupy his stand and shall be entitled to retain all monies paid by the exhibitor and the receive all monies which may at the date of such termination, remain unpaid and due to the Show Management.
18. Improper Behavior. In the event of any Exhibitor or his representatives or employees conducting or having conducted himself in the Exhibition Hall in a manner as may be considered by the Show Management or any of their duly authorized officers to be objectionable or likely to cause obstruction, he shall be expelled forthwith from the Hall and shall not be permitted to return during the remainder of the Exhibition. If the Show Management consider an Exhibitor is conducting himself in a manner such as may make it probable that persons doing business with such Exhibitor may be dissatisfied or that discredit may be brought upon the Exhibition, the Show Management may, by notice in Writing to the Exhibitor, forthwith terminate his license to occupy his stand but without prejudice to any other rights or remedies which the Show Management may have against the Exhibitor and in particular, but without prejudice, to the generality of the foregoing, the Show Management shall be entitled to retain all monies paid by the Exhibitor and to receive all monies which may at the date of such termination, remain unpaid and due to the Show Management.
19. Electricity, Water, etc. General lighting in the Exhibition Hall is supplied and an official contractor has been appointed and a schedule of prices will be submitted to each Exhibitor for ordering of extra electricity, water, compressed air, etc. which Exhibitors may require within their stands. No Exhibitor shall connect to or interfere with the electricity, water, compressed air or other fitting in the Hall without the prior consent of the Show Management and Owners. The Owners and Show Management or their Contractors shall have the right to enter any stand to install, examine, test, repair or renew any electric fittings or to remove any defective apparatus.
20. Copyright. Should any Exhibitor or individual intend to bring into the Hall, audio and visual equipment or other electronic equipment for the purpose of reproducing or receiving sounds, visual images or words, it is their personal responsibility to ensure, at their own expense, that they have obtained all the relevant licenses and consents, in connection with the laws of copyright or infringement of the rights of those who have legal protection against unauthorized public performance or broadcast of their recordings. The Show Management accept no responsibility in this respect or liability which may arise from their failure to do so. No stand or articles at the Exhibition may be photographed, drawn, copied or reproduced in any way without written permission of the Show Management. The Exhibition name, word mark(s), logo(s) and associated graphic devices are the protected property of the Show Management and cannot be reproduced in any form, for any purpose, without Show Management' written permission.
21. Exhibitor Manual. Information relating to the constructing, fitting and dismantling of stands will be sent to each Exhibitor in form of an Exhibitor Manual through online exhibitor platform, together with order forms for technical installations (water, electricity, gas, telephone, furniture etc.) to be sent to the nominated sub-contractors. These installations are at the expense of the Exhibitor.
22. Printing & Advertisement. The Show Management reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors and Exhibits. The Show Management reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition. Advertising on site and on printed materials such as show catalogue, ticket and carrying package is only possible through the channels offered by the Show Management.
23. Amendment of Plan. In exceptional circumstances, the Show Management reserve the right to change the dates, location, hall layout or the position allotted to any Exhibitor if required by the Hall Owners, Local Authorities or for any other reason, and no liability in regard thereto shall rest on the Show Management and such a change shall not at any time permit the Exhibitor to repudiate the Contract. Should any error arise in the allotment of space to any Exhibitor no liability in regard thereto shall rest on the Show Management. In such case the Show Management will endeavor without prejudice to offer a substituted arrangement but they do not bind themselves to do so.
24. Change of Conditions. The Show Management reserve the right to alter, add to, amend or waive these Terms and Conditions, or any of them in any particular case, or cases, as they shall consider appropriate. No alteration, addition, amendment or waiver to or of these conditions shall operate to release any Exhibitor from his obligations set out herein.
25. Limitation of Liability. The Show Management will not be responsible for the safety of any exhibit or property of any Exhibitor, its staff, contractors, or agents or any other persons, or for the loss of, damage or destruction to the same, by theft, fire or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in the building, fire, storm, tempest, flood, lightning, national emergency, labor disputes, strikes, lockouts, civil disturbances, explosion, failure of light or power, inevitable accident, force majeure or any other cause not within the control of the Show Management whether ejusdem generis or not, or if by reason of the happenings of any such events, the opening of the Exhibition is prevented, postponed, abandoned or restricted or the building becomes wholly or partially unavailable for the holding of the Exhibition, or any of the services of facilities usually afforded to Exhibitors becomes unavailable, or if the Exhibitor suffers any other damage whatsoever. As the Show Management will accept no responsibility for any loss or damage suffered by any Exhibitor, Exhibitors should cover themselves by insurance in respect thereof. The Exhibitor shall not have any claim against the Show Management for any liability loss, entitled to retain all monies paid by way of rent or otherwise, and to be paid all monies due under this contract and unpaid by the Exhibitor or such part as the Show Management in their absolute discretion shall consider reasonable. Without prejudice to the generality of the foregoing if by rearrangement or postponement of the period of the Exhibition or by use of another Hall, or in any other manner considered by the Show Management to be reasonable, the Exhibition can in the opinion of the Show Management be carried through, this contract shall remain binding upon all parties except insofar as such rearrangement shall effect the size and position of the Stand. The Show Management reserve the right to transfer the rights and obligations of this contract to the third party.
26. Law of Contract. This contract shall be deemed to be governed by Chinese Law. In any disputes that may arise concerning the execution or interpretation of the present Terms and Conditions, both parties declare that they agree to submit to arbitration by the Shanghai International Economic and Trade Arbitration Commission.

Signature \_\_\_\_\_