



8<sup>th</sup> & 9<sup>th</sup> May, 2015

India Exposition Mart Limited

Plot No.23-25 & 27-29, Knowledge Park-II, Gautam Budh Nagar, Greater Noida-201306  
 Mob. +91 97022 40761 Email : gm@indiaexpocentre.com, Website : www.indiaexpomart.com

**EXHIBITOR AGREEMENT**

For all the exhibits on display, we either own the intellectual property rights, or have the authorisation or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately and will not use this reason to request back any participation fee.

**STAND SPACE APPLICATION**

Please choose only one option Space allocation will be assigned by the Organizer

Pre-Fabricated Octonorm Booth (Minimum 9 sq. mtrs.)		Bare Space (Minimum 18 sq. mtrs.)	
Rate: 6,000/-* per sqm	<b>IEIA Member</b>	Rate: 5,500/-* per sqm	<b>IEIA Member</b>
Rate: 7,000/-* per sqm	<b>Non IEIA Member</b>	Rate: 6,000/-* per sqm	<b>Non IEIA Member</b>
Total area: .....		Total area: .....	
Total cost: .....		Total cost: .....	
Less Advance Payment: .....		Less Advance Payment: .....	
Balance Amount: .....		Balance Amount: .....	

\* Add 12.36% service tax.  
 \* 15% Premium on Corner Stall.

**Note:**  
 The Organiser reserves the right to alter the size of the stand slightly Indian companies who would like to import exhibits for display on the basis of the license issued to the Organiser by ITPO, will have to pay participation charges applicable for exhibits in US\$ for the space to be utilised for the imported products.

We agree that this application, when approved by the Organiser, shall constitute, together with the Terms and Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms and Conditions, a valid and legally binding contract. We have read and hereby fully agree to the Terms and Conditions for Participation.

.....  
 Name & Designation of Authorized Signatory

.....

Date: .....

Signature & Company Stamp

**Submission of Application to :**

**India Exposition Mart Ltd**

Plot No.23-25 & 27-29, Knowledge Park-II, Gautam Budh Nagar, Greater Noida-201306  
 Mob. +91 97022 40761 , +91 98713 87221 Email : gm@indiaexpocentre.com, Website : www.indiaexpomart.com

**Mode of Payment :**

Cheque payable in NCR favouring **India Exposition Mart Ltd.**

# APPLICATION FOR STAND / SPACE

This contract is hereby made between Exhicon Events Media Solutions (P) Ltd. the organisers of **IEIA EXPO 2015** referred herein below as the 'Organiser' on the one hand and the exhibitor as named below on the other hand for participation in **IEIA EXPO 2015**.

## EXHIBITOR DETAILS :

Company Name: .....

Address: .....

City ..... Postal code ..... State .....

Phone: ..... Mobile: .....

E Mail: ..... Website: .....

## CONTACT PERSON :

Name: ..... Designation: .....

Email: ..... Mobile: .....

## EXHIBITING PROFILE :

### MANAGEMENT

- Artist & Celebrity Management Agencies
- Below The Line Event Management Agencies
- Community Management Agencies
- Corporate Management Agencies
- Destination Management Agencies
- Consultants
- Marketing Agencies
- Promotion Agencies
- Publications & Periodicals
- Event Software
- Event Website and Portals
- Exhibition & Trade Show Managers
- Experiential Event Management Agencies
- MICE Management Agencies
- Project Management Agencies
- Event Registration Agencies
- Hostesses and Manpower

### EVENT VENUE

- Exhibition Venues
- Conference Venues
- Hotel & Convention Venues
- Semi Permanent Venues
- Auditorium & MICE Venues

### EVENT ADVERTISING

- Advertising / TV / Radio / Print Agencies
- Custom Trade Show Exhibits
- Design & Graphic Services
- Flex/Vinyl/Graphic Designers & Printers
- Popup Displays & Graphics
- Public Relations (PR Companies)
- Signage Manufacturers/Suppliers
- Trade Giveaway

### EVENT AUDIO / VISUAL

- Audio / PA Systems
- Audio Visual Equipments
- L C D / LED Displays
- Projectors
- Touch Screens
- Water Screens
- Mobile Applications

### LOGISTICS

- Air Lifter
- Bus/Car Rental
- Cranes & Lifting Contractors
- Custom Clearance Agencies
- Goods Carrier
- Multimodal Transport
- Packers & Movers/Couriers
- Storage Facilities

### SAFETY & SECURITY

- Ambulance Services
- Emergency Services
- Event Insurance
- Security Service Provider
- Fire Safety Services
- Safety & Security Services

### SOUND & LIGHTS

- Light & Vision Services Providers
- Set/Entertainment Lighting

### TURNKEY SERVICES PROVIDER

- Turnkey Exhibition & Event Contractors
- Carpets Suppliers
- Event Architects and Art Directors
- Furniture and Furnishing Suppliers
- Generators Suppliers
- House Keeping Contractors
- Interior Decorators& Designers
- Marquees & Temporary Structures
- Mandap Decorators
- Mobile Toilets
- Structure Fabricators
- Turnkey Production Agencies
- Event Rental Agencies

# TERMS & CONDITIONS FOR PARTICIPATION

## I. Framework of agreement

By registering for the event, the exhibitor acknowledges and accepts all aspects of the following Conditions for Participation in **IEIA Expo 2015**. The application forms as well as these conditions shall collectively define the legal framework for participation in the event and govern the booking of exhibition space by the exhibitor, unless otherwise agreed upon by the parties. The prior written consent of the Organiser shall be required for the exhibitor to assign the rights and obligations arising from or in connection with this agreement to a third party.

## II. Terms of business

### 1. Space booking agreement

A stand space is booked by submitting a completed registration form. The agreement between the exhibitor and the Organiser takes effect once the Organiser has dispatched the stand confirmation. This confirmation shall be binding, even if it deviates from the registration, unless the exhibitor objects in writing within two weeks of receiving the confirmation.

### 2. Eligibility

The Organiser shall rule on the eligibility of exhibitors based on the compatibility of their range of exhibits with the product categories at the event. Products that do not match the product categories at the event may not be exhibited unless these are absolutely necessary for the presentation or functioning of the respective exhibit.

### 3. Allocation of stand space

The Organiser shall allocate stand space in accordance with the compatibility of registered exhibits to a particular trade fair and/or specific topic, and is not obligated to fulfill specific requests for allocation of a particular stand space. The Organiser reserves the right to deviate from the stand confirmation by subsequently allocating a different location, or altering the size of the stand, or shifting and/or closing entrances and exits to the Exhibition Grounds and halls, or undertaking any such structural alterations, provided the organiser has significant interest in such actions necessitated by extraordinary circumstances. The exhibitor may rescind the agreement in writing within one week following notification of such changes, if his interests are unreasonably encroached upon by the alterations.

### 4. Stand design, construction and use

The exhibitor shall be responsible for the construction, design and safety of his stand, in accordance with the General Regulations and Technical Regulations of the Organiser and the exhibition grounds management.

Exhibits must be displayed only within own stand space and they must not disturb neighbouring stands/spaces acoustically or visually, and should not create any obstructions within the stands or aisles. In case of noncompliance, the Organiser may, at its discretion, forbid displays that are a disturbance or nuisance. If the offense is repeated, the Organiser may terminate the agreement without notice. Stands must display exhibits and be occupied by staff during opening hours. Only brand-new items may be exhibited, except if the items are merely fixtures or are for illustrative purposes. Only registered exhibits may be displayed. The Organiser is entitled to remove exhibits that are not compatible with the product categories at the event, or which violate the principles of fair competition, or infringe upon the intellectual property rights of a third party.

The exhibitor may conduct interviews or surveys only on his own stand space.

### 6. Participation charges and payment deadlines

Pre-Fabricated Octonorm Booth (Minimum 9 sq. mtrs.) : Rate: 10,000/-\* per sqm Non IEIA Member & Rate : 8000/-\* per sqm for IEIA Mebers  
Bare Space (Minimum 18 sq. mtrs.) : Rate: 9,000/-\* per sqm Non IEIA Members & Rate : 7000/-\* per sqm for IEIA Members

I. **Participation charges** : Indian companies who would like to import exhibits for display on the basis of the license issued to the Organiser by ITPO, will have to pay participation charges applicable for foreign exhibits in \$ for the space utilized for the imported products.

II. **Taxes and levies** : All participation charges listed are exclusive of statutory service tax.

### III. Payment deadlines, default of payment

1. The exhibitor must remit along with the application a sum amounting to 50% of the participation charges for the reserved exhibition area as an advance payment. Payment of the advance amount is a precondition for further processing of the application for participation.
2. The balance participation charges and other charges for the services shall be paid before 10 days of Event. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification.
3. For the invoices issued after E3 Expo 2013, the payment is due immediately.
4. If there is a default in payment, the Organiser reserves the right to charge default interest from the due date at an interest rate of 15% per annum. Irrespective of charging default interest, the Organiser reserves the right to terminate the space booking agreement.
5. **Terms of Payment** : Exhibitors need to adhere to the payment deadlines listed above. Full payment of the invoice amounts is a precondition for using the allocated display space, for inclusion in the catalogue and for exhibitor passes.

Exhibitors shall pay participation charges and any invoices raised by the Organiser for services by way of A/c payee crossed Cheque or Demand Draft favouring **India Exposition Mart Ltd.** payable at NCR. All payments must be in full and without deduction of any bank charges or other fees. If payment is not made within the period stipulated, the Organiser is entitled to charge default interest. In the case of default in payment by the exhibitor, the Organiser may terminate the latter's stand contract.

### 7. Cancellation

Any exhibitor cancel their participation after signing this contract is bound to make the necessary participation cost fully. In such an event, the exhibitor shall be entitled to get the refund up-to the tune of the following provided the full payment has been done already. If the exhibitor has paid only the advance amount at the time of cancellation, then

- a) 15 days to more than 8 days 75%
- b) Within 8 days 100%

The Organiser is entitled to balance any advance payments previously made by the exhibitor against the indemnification amount due. Irrespective of the right to bring further claims for compensation, the Organiser has the authority to withdraw from this contract or to terminate it with immediate effect, if the exhibitor does not meet its obligations - in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms complementing them - after extension of the deadline. This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has altered its product range in such a way that it can no longer be included in the trade fair for which the exhibitor had booked the stand space.

# TERMS & CONDITIONS FOR PARTICIPATION

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor's assets, or if the exhibitor's firm is in liquidation. If the Organiser becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in reallocating the exhibitor's space to another company, then the Organiser is entitled to claim compensation amounting to 25% of the participation charges. If the conclusive facts become known to the Organiser only after this deadline, or if the Organiser is unable to reallocate the stand space to another company, the exhibitor is obliged to pay the full participation charges. It is not considered to be a reallocation if, for aesthetic reasons, the space not used by the exhibitor is allocated to another exhibitor without the Organiser deriving further proceeds from reallocation of space previously allocated to the relocated firm. Nor is it considered to be a reallocation if in a respective exhibitor group still unoccupied areas remain available or the Organiser, as the result of a cancellation, has to re-plan the returned and the adjoining display spaces.

## 8. Exhibition and dismantling periods

Setup Time : 6th May 2015, Midnight 11.00 am onwards.

Exhibition : 8th, 9th May 2015, 10.00 am to 6.30 pm

Dismantling : 9th May 2015-10th May 2015 8.0 am,

The Organiser is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The Organiser is not obliged to store these objects and may dispose of them at will.

## 9. Reservation of rights

The Organiser shall be entitled to cancel an event at its discretion, if it appears to be uneconomic. The reciprocal obligations of the contractual parties shall become void following such a cancellation. No claims for refunds or damages shall arise from the cancellation, whereby the Organiser will refund any payments received from exhibitors for services not yet rendered.

All services offered are based on the resources and capacities available. The Organiser shall, therefore, be entitled to postpone, curtail, temporarily close in part or in whole, or completely cancel the planned exhibition for just cause, such as a labor dispute or events beyond its control. In the event of complete or partial postponement or curtailment of the exhibition, the agreement shall be deemed executed for the new date and duration, unless the exhibitor objects in writing within a period of two weeks of notification of the alteration. The exhibitor shall not be entitled to any reduction of the contractual fees.

## 10. Exclusion of liability

The Organiser does not undertake to safeguard exhibits or stand equipment/fixtures. It is recommended that exhibitor insures his exhibits, property and the personnel himself. Unless otherwise stated, the organizer or its representatives or vicarious agents shall be excluded from any liability for damages, regardless of the legal nature of the claim. This applies in particular to damage claims for violations of the principles of good faith in contracting, neglect of duty, or claims of property damage or financial losses. The exhibitor shall not be entitled to any compensation from the organizer or reduction of the participation charges on these account. These liability regulations shall apply to all services performed by the Organiser or service provider in connection with the exhibitor's participation at the event.

## 11. Supplementary provisions

The general regulations of the Organiser as well as the exhibition grounds management, e.g. product categories, and organizational, technical, and miscellaneous provisions, all of which are sent to the exhibitor before the event opens, shall collectively constitute the space booking agreement. The conditions that especially apply are stated in the Services manual, which contains both specific services deemed obligatory and others subject to charge, for example a listing in the catalogue and exhibitor passes.

Only security firms approved and licensed by the Organiser are allowed to provide security services for stands at the show.

## 12. Claims procedure, place of performance / jurisdiction

Any claims by the exhibitor against the Organiser must be in writing, subject to a statute of limitations of 6 months from the end of the exhibition in which the claims arise. Any agreements that deviate from these or supplementary provisions must be in writing, whereby facsimile signatures shall suffice.

This participation agreement is subject to Indian law and the Place of jurisdiction is Mumbai. The Organiser reserves the right to file its claims in a court at the exhibitor's place of business.

## 13. AGREEMENT:

- I. The Exhibitor is aware and acknowledges that the Organizer has taken the Premises of **IEIA Expo 2015** on a license basis to organize Exhibition. Further, that venue owner has imposed certain conditions/obligations on the Organizer with regard to the usage of the Premises and for matters incidental thereto. The Exhibitor shall be liable for any actions /claims / demands / fines imposed by concerned authorities on the Organizer due to any act / omission of the Exhibitor violating such conditions/ obligations with regard to the usage of the stand space in the Premises and or matters incidental thereto. The Stand Space in the Premises is being allotted to the Exhibitor subject to Exhibitor agreeing to comply with these terms and conditions in addition to the terms of the application form, Service Manual and the rules and regulations framed by the management of Bombay Exhibition & Convention Centre, Mumbai, India.

- III. **APPROVALS / CONSENTS / PERMISSIONS** : The Organizer will obtain the permissions / consents / orders from the concerned authorities necessary for the purpose of organizing Exhibitions.

The Exhibitor agrees to indemnify and hold harmless the Organizer for any and all acts /omissions committed by the exhibitor which violates such permissions / consents / orders obtained by the Organizer. Further, if any law or regulation requires the Exhibitor to obtain any Permissions/registrations from any authorities for participation in Exhibitions and matters incidental thereto, the Exhibitor shall be solely responsible to Bombay Exhibition & Convention Centre, Mumbai, India obtain such permissions.

## 14. INDEMNITY :

The Exhibitor shall indemnify, defend or settle and hold the Organizer free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, relating to, resulting from or in any way arising out of Exhibitor's breach of any of the provisions of Terms and Conditions for Participation, Service Manual and rules and regulations of Bombay Exhibition & Convention Centre, Mumbai and all concerned authorities Regulations.