

MARKETING CONTRACT

EXHIBITION PARTICIPATION

Between

Sumansa Exhibitions LLC

and

Name : _____

Address : _____

For Indian Property Show (IPS)
13th - 15th December 2018
At Dubai World Trade Centre (DWTC)
Hall 7

Dated: _____



EXHIBITION MARKETING DOCUMENT

This Marketing Contract -Exhibition Participation is entered on this ____ day of _____ 2018, between Sumansa Exhibitions (hereafter referred as "Organisers") and the Exhibitor, _____ who has agreed to the herein mentioned clauses and signed this document, (hereafter referred to as "The Exhibitors").

1. This Document shall be treated as a contract and the signatory of the same shall be governed under the relationship of The Exhibitor and the Organiser.
2. All references to "The Exhibitor" shall include the signatory of this document, its directors, managers, employees, agents and representatives.
- 2.1. Terms defined in this document shall have the same meanings herein and shall be a binding contract for the above-defined "The Exhibitor".
- 2.2. The expressions here forth mentioned shall have the following meanings:
 - (i) "Exhibition Stands" means the exhibition stands to be erected on allocated sites at the Event and includes where the context permits, the rights of use any prop which have been bought by the Exhibitor for the Event;
 - (ii) "Event" means the exhibition titled "Indian Property Show" ("IPS") due to be held at the reasonable discretion of the Organiser.
 - (iii) "IPS Name and Logo" means the Indian Property Show ("IPS") logo and name.

EXHIBITION STANDS

3. An elaborate floor plan with prices for specific stands is specified in detail and is handed to both participating and potential Exhibitors.
4. All forms and documentation for the Event must be submitted in accordance with Organiser's deadlines; failure to adhere to Organiser's deadlines will result in The Exhibitor paying an additional administration fee set by Organiser based on the reasonable time variation in delay of submission.
5. In consonance to Clause 4, any failure to send the Collaterals on or before the given deadlines as specified by Organiser, will result in late order surcharges which has to be borne by The Exhibitor due to the last minute hassles. Under any circumstances, any kind of rejection in providing collateral/s by the vendor shall not hold Organiser responsible.
6. Any additional items other than those included in the Exhibition Stand package (which only constitute shell scheme with furniture), such as designed stands, plasma TV, projectors and any commodity that The Exhibitors intends to display must be arranged directly through Organiser's authorized handling agents in the city where the exhibition is held.
7. All bookings are subjected to reasonable availability and to Organiser's approval. Organiser shall have full power to determine at its sole discretion in every respect the allocation and location of the Exhibition Stands and it shall be entitled for any reason which in its opinion is in the general interest of the Event to vary the general layout or the situation and area of any particular Exhibition Stand even if already allocated and The Exhibitor shall accept a new allotment of space in substitution of that originally allotted and the very substitution shall not affect any part of the rest of the terms and conditions laid down in the document .
8. Organiser reserve the right to modify the layout of stands and gangways for the betterment of the show and in accordance with health and safety measures laid down by Venue Managements/ Local Government Authorities.



PRICE

9. The Exhibitor may design the Exhibition Stand and will be responsible for its own display advertising at the Event at its own cost. All display advertising exhibits and Exhibition Stand arrangements shall be appropriate to the subject matter of the Event in the sole and reasonable opinion of Organiser and shall be aesthetic and in accordance to local law, prevailing moral and/or custom and if in the opinion of Organiser, The Exhibitor is in breach of this clause Organiser may direct The Exhibitor to rectify such breach and The Exhibitor shall immediately act accordingly. The reasonability is based on the best interest of the show.
10. If The Exhibitor elects to design his own Exhibition Stand, he must comply with all of the deadlines set by Organiser in relation to installing and dismantling the Exhibition Stand, in order to carry out an unhindered show for all The Exhibitors. No shipment or delivery of property of any kind will be accepted at the venue prior to three days from the commencement of exhibition. The Exhibitor will observe and comply with the Rules and Regulations provided at the venue and set out in the Exhibition Manual/ Events Guide, a soft copy of which SE will supply to the Exhibitor prior to the Event. In addition to venue and local government bodies Sumansa Exhibitions might impose its own rules and restriction and the exhibitor should abide by the same.

INTELLECTUAL PROPERTY

11. The Exhibitor shall not use the Indian Property Show ("IPS") logo and name without obtaining the express prior written consent of Organiser, which will only be granted once Organiser have received the full Price that has been contractually determined .
12. Upon receiving written approval from Organiser, the Exhibitor will have the non-exclusive, limited right to use in accordance with the requirements and instructions of Organiser the IPS logo and/or name to the extent required for the Exhibitor's marketing and advertisement

material. The Exhibitor shall ensure that each reference to and use of any IPS logo and/or name by the Exhibitor is in a manner from time to time approved by Organiser. The Exhibitor shall ensure that all marketing and promotional material in relation to the Event is represented in such a way as to protect and preserve the high quality image associated with Organiser and the Event. The Exhibitor shall be prohibited from using the IPS logo and/or name, any of the Event names or marks, or any confusingly similar marks, logos, names or symbols, in whole or in part, in relation to any event or product other than the Event. Rights in respect of the IPS logo and/or name and any other marks, logos, names or symbols owned or used by Organiser in relation to the Event or the goodwill associated therewith.

PAYMENT

13. Payment shall be made in US\$ by telegraphic transfer or credit card or by cheque payable to Sumansa Exhibitions at Par Dubai, UAE or Sumansa Media Pvt. Ltd. Bangalore, India. The details of the payment is illustrate in Annexure A.

BREACH

14. If The Exhibitor fails to pay the Contract Price, or any component thereof, at the prescribed time, Organiser reserves the right, after written notice to The Exhibitor, or its agent(s), as applicable, to cancel this Document vis-a-vis the Contract and Organiser shall in such event retain such components of the Contract Price already paid by The Exhibitor, if any.
15. In case of any breach or non-observance of any of the Conditions by The Exhibitor, whether or not the Exhibition Stand has been occupied by The Exhibitor, Organiser shall have the full right to re-enter upon the allotted space and may remove and exclude the Exhibitor there from without prejudice to its right to recover the entire amount payable hereunder and any other damages sustained by Organiser, and all other claims it may have against The Exhibitor.



TERMINATION AND DAMAGES

16. Organiser reserves the right to cancel or postpone the Event without notice under such unforeseen and unreasonable circumstances that emerges in the course of time and shall refund the amount paid by the Exhibitor/s.
17. If The Exhibitor cancels its booking, or terminates this Contract, for any reason whatsoever after the prescribed date for payment of the Contract Price, liquidated damages will be payable by The Exhibitor to Organiser in accordance with Clause 18 below.
18. Cancellation charges applicable as per the below determined situations are:
 - (i) 25% of the Contract Price will be levied if the Contract is cancelled by The Exhibitor more than three months prior to the Event;
 - (ii) 50% of the Contract Price will be levied if the Contract is cancelled by The Exhibitor more than two months but less than three months prior to the Event;
 - (iii) 75% of the Contract Price will be levied if the Contract is cancelled by The Exhibitor more than one month but less than two months prior to the Event;
 - (iv) 100% of the Contract Price will be levied if the Contract is cancelled by The Exhibitor within one month prior to the Event or if The Exhibitor does not attend the Event.
19. In the event of The Exhibitor committing an act of bankruptcy or if a Limited Liability Company being wound up, the Contract shall be terminated and entire amount advanced shall be retained by Organiser in pursuance to the cost incurred and the progress made by Organiser to facilitate The Exhibitor's participation. In the event of any unpaid amount due by The Exhibitor to the Organiser, the Organiser has fully right to take any appropriate legal action/s as applicable under that/such circumstance/s.
20. The Exhibitor shall occupy the Exhibition Stand allotted by the Organiser. The Exhibitor shall be responsible for any problems Exhibitor fails to occupy the space by the allocated time prior to

the opening of the Event. The Exhibitor shall leave the Exhibition Stand space in the same condition and repair any damages cause after taking the possession of the Exhibition Stand space.

21. Applications for space must contain details of the proposed advertising and the name of any other company represented by The Exhibitor whose products are to be shown on or whose services are to be referred to in or on the Exhibition Stand. The charge for the Exhibition Stand is exclusive of any applicable federal or local government or municipal taxes all of which if any must be borne by The Exhibitor.

ASSIGNMENT

22. The Exhibitor may not assign, sublet or grant licences in respect of any part of the Exhibition Stand allotted, nor may be shown in or on its Exhibition Stand. Only those products, services and companies mentioned in this very document may be incorporated in the Exhibition Stand.

INDEMNITY AND FORCE MAJEURE

23. The Exhibitor will be completely responsible for the cost of restoring the Exhibition Stand to its original condition or any structure occupied by them which has been altered or damaged in any way after taking over the possession on the Exhibition Stand.
24. The Exhibitor shall be responsible for the Exhibition Stand and its content, as well as the persons, and property of its employees and/or representatives. Organiser shall not be responsible for loss or damage to property, or injury or death, of The Exhibitor in case of any unforeseeable event which includes but is not limited to Act of God and ejusdem generis. Further, Organiser shall not be held responsible in course of any such reasonably unforeseen event that affects the opening or holding, prevention, postponement or abandonment of the event/show, or if the hall becomes totally or partially unavailable for the holding of the Event, or the interruption, suspension or partial/total loss of the satellite



link or television broadcast. The Exhibitor shall indemnify and hold Organiser safe and harmless from all loss and damage to property, and injury or death to person, all for the Exhibitor's portions of the Exhibition Stand and for any loss or damage to the Exhibition Stand. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying Organiser as aforesaid and also to cover itself against all risks in respect of which Organiser is expressed not to be responsible in these conditions. The Organiser keeps the whole event insured. However, it is advisable to The Exhibitors to obtain their individual insurance cover for the Exhibition stand.

25. In no event shall The Exhibitor have any claim for damages of any kind against Organiser in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the Event by reason of the happening of any of the events referred to in Clause 24 above or otherwise or if the venue becomes wholly or partially unavailable for the holding of the Event for reasons beyond Organiser's control and Organiser shall be entitled to retain all sums paid by The Exhibitor or such part thereof as Organiser shall consider necessary.
26. The Exhibitor shall hold Organiser safe, and harmless from all loss or damage suffered by or arising out of any act of default of any servant, agent, employee, subcontractor or any person associate with The Exhibitor.
27. The Exhibitor shall not without the written consent of Organiser display, exhibit or bring into the Event any explosives or dangerous material or any such thing which may cause noxious fumes or which make use of or display any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify Organiser against any loss or damage arising out of a breach of this clause.
28. The Exhibitor shall be responsible for the actions and behaviour of its employees and/or representatives, and shall ensure that its employees and/or representatives do not interfere with the enjoyment of the Event by any third parties. The Exhibitor shall be removed

from the Exhibition Stand at the event if any employee and/or representative of the Exhibitor, who under the sole and reasonable, discretion of Organiser causes a nuisance to third parties attending the Event, and such employee and/or representative shall be barred from future entry to the Event and the Exhibition Stand for the remaining duration of the event.

AMENDMENTS

29. Organiser reserves the right to alter, add to, or amend any of these for the best interest of successfully accomplishing the show and serving the Exhibitors.

GOVERNING LAW

30. All claims and disputes shall be settled in accordance with the laws of the Emirate of Dubai. The parties agree and submit to the exclusive jurisdiction of the courts of Dubai.
31. All communication should be addressed to:
Sumansa Exhibitions,
P.O. Box 118635, Dubai, UAE.

SIGNED BY AND ON BEHALF OF:
FOR SUMANSA EXHIBITIONS LLC (ORGANISER)

FOR THE EXHIBITOR



ANNEXURE A

STAND REQUIREMENT

Stand Size

Stand Nos.

Amount (USD)

SHELL SCHEME STAND

Individual Panel Branding

Seamless Branding

Space Only Stand

EXTRA ACCESSORIES

Item:

Quantity:

Specification:

CONTACT DETAILS FOR EXHIBITION

Name:

Designation:

Email:

Mobile:

CONTACT DETAILS FOR PAYMENT

Name:

Designation:

Email:

Mobile:

CONTACT DETAILS FROM PROCUREMENT

Name:

Designation:

Email:

Mobile:

PAYMENT MODE

100% Payment Within 3 Days from the date of Invoice

RTGS To Dubai - 5% Vat Applicable

Payment in India - 18% GST Applicable

Date.....

Signature

Company Seal

Please Scan and Email the Marketing Contract- Exhibition Participation to Contact@IndianPropertyShow.com / The respective Relationship Managers

Please call +91 80 46565758 / +91 80 46565716 / +91 9945592200 (India Office) or The Respective Relationship Manager for help & assistance with filling out the Marketing Contract- Exhibition Participation.

