

# Contract Form

▶ Please print or type completing the followings.

## • Company Profile

Company Name			
Address	Street.		
	City.	Country.	Zip.
Website	www.	E-mail	
Telephone		FAX	
Person in Charge		Title / Dept.	
Cell Phone		E-mail	
Exhibits			

## • Application & Booth Fee

Booth Type	Price	Booth Unit		Total
Raw Space Only	US\$2,430 /Booth	( )m X ( )m	Booth	US\$
Shell Scheme Package	US\$2,790 /Booth	( )m X ( )m	Booth	US\$

- Basic Dimension of a Booth Unit: 3m(width) X 3m(depth) X 2.5m(height)
- Shell Scheme Package includes: Back & Side Walls, Fascia Board, Needle Punch Carpet, Electricity (220V 1kW), Spot Light(2), Reception Counter(1), Folding Chair(1), and Waste Basket(1)
- Payment Terms: 50% in a week after the application, and the rest 50% balance due by June 11. 2010
- Invoice will be sent for your payment information in a week after the application.

▶ **Bank Information**

- Remittance Bank : Korea Exchange Bank
- Account Number : 181-JSD-100164
- Bank Swift Code : KOEXKRSE
- Bank Address : CCMM Bldg., 2F, Yoido-dong 12, Youngdeungpo-gu, Seoul, Korea

**We hereby apply for booth space at KISS 2010.**

**In case we are accepted as an Exhibitor, We agree to abide by the show terms and conditions as defined in the reverse side of this form.**

Applicant's Name \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

# Terms & Conditions of Exhibition

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## 1. Terms of Reference

Under these rules and regulations the term 'Exhibitor' shall include all employees, servants and agents of any company partnership, firm or individual to whom space has been allocated for the purpose of exhibiting.

The term 'Exhibition' shall mean the exhibition referred to on the application and contract form.

The term 'Contract' means the contract for exhibition space at the Exhibition entered into between the Management and the Exhibitor which incorporates the rules and regulations.

## 2. Application For Participation

All applications for participation shall be made on the prescribed application form. The application form shall be submitted to the Management or their authorized Representatives. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. The Management shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

## 3. Allocation of Exhibition Space

The Management shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Management shall reserve the right to change the space allocated to the Exhibitor at any time prior to commencement of the erection of the booth of the Exhibitor should exceptional circumstances demand and, to alter the space to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as they may deem fit. Such changes shall be at the discretion of the Management, and the Exhibitor shall have no claim for compensation as a result of such changes.

## 4. Use of Exhibition Space

Exhibitors are only entitled to exhibit the announced products and all exhibitor employees are required to behave in a professional manner during the opening hours of the Exhibition. The Management reserves the right to refuse admittance to any visitor to the Exhibition or to have access to any stand. Exhibitors are not allowed to sublet or assign the stand/s allotted to them to other parties either wholly or in part without the written consent of the Management. Exhibitors will be liable for any damage to the walls or to any part of the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars, or walls without the prior consent of the Management.

## 5. Breach of Contract and Withdrawal by Exhibitor

Without prejudice to the rights and remedies of the Management in respect to any breach of Contract on the part of the Exhibitor, the Management may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:-

- a. The Exhibitor must give written notice to the Management that he desires to withdraw, and if the Management allows such withdrawal, they will notify the Exhibitor of their decision in writing.
- b. Any payment to the Management will not be refunded.
- c. Should the exhibitor fail to observe or comply with any of the terms and conditions contained herein, or if the Exhibitor shall fail to pay any of the unit costs at the time and in the manner aforesaid, then the Management may, thereupon by written notice given to the Exhibitor, rescind the contract.
- d. Upon the Management exercising their right to rescind the contract under sub-clause (c) of this clause, they may but are not obliged to relet or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Management having elected to but notable to relet the said Exhibition space, the Exhibitor in default shall be liable to pay the entire unit costs to the Management as liquidated damages for the loss of rental

## 6. Changes

The Management reserves the right to change the venue and duration of the Exhibition if exceptional circumstances so demand. In the event of change of venue and/or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed of a change of venue and/or duration or cancellation of the Exhibition. The Exhibitors shall not be entitled to any claim for compensation in connection with their reservation for participation.

## 7. Construction and Decoration of Stands

Exhibitors will be allowed to decorate their units as per scheduled in Exhibitor's Manual. Any damages caused by the Exhibitors to common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Management.

## 8. Movement of Exhibits

- a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue
- b. Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.
- c. Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Management and shall indemnify the Management against any loss by reason of the delay or damage to the Exhibition hall.

## 9. Failure of Services

The Management shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation. Suspension or reduction of duration of the scheduled Exhibition from the period advertised or specified due to:

- a. Natural Disasters.
- b. Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition
- c. Fire, flood, typhoon, excessively inclement weather, earthquake, or a combination of the same
- d. Damage caused by an aerial object or aircraft
- e. Strikes or lockouts by workmen.

If the Exhibition is cancelled, reduced or postponed then and in such event the unit costs paid to the Management, or any part thereof may be refunded at the sole discretion of the Management to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition

## 10. Cancellations or Partial Cancellations

It is the responsibility of exhibitors to inform Exhibition Management in writing any cancellations or partial cancellations of their contracted exhibit space. In the case of a cancellation made 60 days before the opening day of the show, any payment to the organizer will not be refund and 30% of the total payment will be retained or due from the exhibitor, as a cancellation charge. In the case of a cancellation made less than 60 days before the opening day of the show, 100% of the total payment will be retained, or due from the exhibitor. Upon a cancellation, Exhibition Management shall resume the right of use of the cancelled area, and any parties wishing to use this exhibit space must make a new contract with Exhibition Management, and pay the full rental charge.

## 11. Security

The Management shall take all security precautions deemed necessary in the interest of the Exhibitors and visitors. However, the Management shall not be held responsible for any loss or theft or exhibits at the Exhibition hall during the build-up, exhibition and dismantling period. The Management shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

## 12. Fire Regulations

All materials used in exhibition construction must be properly fire-proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to remedy any potential fire hazards.

## 13. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold the Management and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject to as a result of loss of or injury to any persons, howsoever caused, while the said persons are upon or examining or passing the Exhibition stands during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitors.

## 14. Supplementary Clauses

Whenever necessary, the Management shall have the right to issue supplementary regulations in addition to those in the Terms of Contract to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions shall form part of the Terms of Contract and they shall be binding on the Exhibitors.

**15. The failure to object to any breach of any clause herein by the Management shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.**

**16. The contents of the Terms of Contract herein will be governed by the laws of Korea.**

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