



EXHIBITION INFORMATION AND CONTRACT

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EXHIBITION CHECK-LIST

EXHIBITOR / PROMOTOR: _____

DATE: _____

EXHIBITION RUNS FROM: _____

UNTIL: _____

	CHECKLIST	PLEASE INITIAL EVERY SECTION
1	Are your contracts signed and handed to Sales Manager?	
2	Has the account been fully paid before set-up of the exhibition?	
3	Set-up is 9am, please set up on time.	
4	Break-down is strictly after your last day as per contract below.	
5	Do you have laminated flooring/carpeting in place, is it stuck down to ensure all safety precautions?	
7	Does the cloth hang to the floor on all four sides and are the sides pinned up neatly?	
8	Is the electrical cord neatly taped to the floor with black gaffer correct tape?	

9	Does the advertising material block any shop fronts, Security Cameras, emergency exits or foot traffic counters?	
10	Are you using any sound equipment and are the volume levels approved by Bayside Mall Management?	
11	Are all personal belongings such as cell phones, handbags, purses, laptops and keys locked away and not visible to the public eye?	
12	Is the exhibition stand manned for the entire period you are exhibiting?	
13	Please adhere to the "no eating at exhibition stand" rule.	
14	Please vacate the exhibition court at the time stipulated in your contract, not sooner!	
15	Please note that a penalty fee will be charged should you not vacate your stand on the stipulated time as per your contract.	
16	Please do not use tenant trolleys. Please supply your own.	
17	Please note that all parking fees will be for your own account.	

SIGNATURE: _____

DATE: _____

EXHIBITION AGREEMENT



Between

Acucap Investments (Pty) Ltd
Registration number 2007/017530/07

Herein represented by Acucap Management Services (Reg No. 1980/000527/07)
And Word for Word Marketing
(duly authorised)

(hereinafter collectively referred to as “Centre Management”);

and

(Registration Number _____)

herein represented by _____ (duly authorised)

(hereinafter referred to as “the Exhibitor”)

at

Bayside Mall

(hereinafter referred to as the “Shopping Centre”)

EXHIBITION AGREEMENT

1. PARTIES

1.1 The Parties to this agreement are:

Acucap Investments (Pty) Ltd - Registration number 2007/017530/07 herein represented by its managing agent Acucap Management Services (Reg No. 1980/000527/07) and Word for Word Marketing (hereinafter collectively referred to as "Centre Management").

1.1.1 _____, Registration Number _____, herein represented by _____ (duly authorised) who choose its *domicilium citandi et executandi* as **Bayside Mall** corner of Blaauwberg Road and Otto Du Plessis Drive in Tableview.

2. INTERPRETATION

2.1 The clause headings of this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

2.2 In this agreement, unless inconsistent with or otherwise indicated by the context -

2.2.1 "the/this agreement" means this Exhibition Agreement as recorded herein together with all annexures attached hereto and incorporated herein;

2.2.2 "exhibition" or "promotion" means the promotion or exhibition of merchandise in the exhibition space by the Exhibitor;

2.2.3 "exhibition space" means the area rented by the Exhibitor from Centre Management for purposes of the exhibition and/or promotion for the period recorded in the Court Booking Application Form;

2.2.4 "the exhibition fees" means the fees payable by the Exhibitor to Centre Management as set out in the Court Booking Application Form;

2.2.5 any "gender" shall include the other genders;

2.2.6 a "person" shall includes a natural and juristic person;

2.2.7 "the signing date" means the date upon which this agreement is signed by the party signing last in time;

2.2.8 the "singular" shall include the plural and vice versa.

3. USE OF EXHIBITION SPACE

3.1 Centre Management makes available the exhibition space to the Exhibitor who hereby undertakes to, subject to clause 0 below, promote and/or exhibit its merchandise at the exhibition space for the period as set out in the Court Booking Application Form.

3.2 The Exhibitor acknowledges and undertakes to be responsible for the safety of its employees, invitees, clients, visitors, agents and sub-contractors.

4. PAYMENT OF EXHIBITION FEES

4.1 The Exhibitor shall, upon signature of this agreement, pay a deposit of 50% (fifty percent) on the total cost of the Court Booking Application Form to Centre Management.

4.2 The balance of payment for exhibition must be paid at least **two weeks prior** to the exhibition and it is specifically recorded that no Exhibitor will be allowed to exhibit without having made full payment to Centre Management in the account and as directed herein below:-

Name of Account:	Word for Word Marketing
Account Number:	1497217237
Name of Bank:	Nedbank
Branch Code:	149745
Deposit Reference:	PLEASE QUOTE THE INVOICE NUMBER AS REFERENCE

4.3 Payment for the exhibition may be done by cheque at least **two weeks prior** to the exhibition. If an electronic payment is made, the Exhibitor should fax confirmation of payment to the detail as set out in the Court Booking Application Form. **Electronic transfers are only confirmed when proof of payment is received.**

4.4 **It is specifically recorded that a promotion/exhibition is confirmed, subject to clause 5.1.36 upon full payment two weeks prior to the Exhibitor's booking date and once the Exhibition Agreement, Indemnity Agreement has been signed by the exhibitor and has been returned to Centre Management with Public Liability Insurance being confirmed in writing.**

4.5 The fee per court is set out in the attached Annexure A.

4.6 Cancellation of bookings at any time prior to the exhibition will result in the Exhibitor paying a **cancellation fee of 50%** of the exhibition fee, before the balance is refunded. In this instance, the Exhibitor will have no claim of whatever nature against **Bayside Mall** its owners, agents, marketing and/or management.

5. THE EXHIBITION

5.1 The Exhibitor shall comply with the following Rules & Regulations with regard to its exhibition:

5.1.1 **Shopping Centre promotions** enjoy preference, and should it be required, other exhibitions and promotions will be re-scheduled, due to the nature of the venue, it might happen, that an unplanned event/promotion is presented to the Marketing Team of the Shopping Centre, in which case **Bayside Mall** Management reserves the right to move or reschedule the pre-booked court to a mutually acceptable alternative date.

5.1.2 **Tenant exhibitions** enjoy preference over exhibition by non-competitive outside companies. However, once an outside company's exhibition has been confirmed by Centre Management it will not be cancelled to accommodate a tenant.

5.1.3 The product/service to be exhibited by non-competitive outside companies may not at any time be in **direct competition** with any of the tenants at **Bayside Mall**. Should this be the case Centre Management may request the immediate removal of such items or exhibition.

- 5.1.4 Promotions/exhibitions in **Bayside** Mall have to be professional, of world-class standard and add value to the Mall.
- 5.1.5 The in-centre and/or exhibition spaces all have a **height restriction** of 1.8m and a **width restriction** of 2 m.
- 5.1.6 The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times.
- 5.1.7 No exhibit or banner used by the Exhibitor may obscure a tenant's shop front or signage from public view at any given time. The Exhibitor shall comply immediately with any directive from Centre Management in this regard.
- 5.1.8 Distribution of **pamphlets and/or any other promotional material is not allowed** in the Mall, (other than the designated exhibition space) or in the parking area, without prior arrangement with Centre Management.
- 5.1.9 **The fittings or finishes in the Mall** (for example pot plants, lampposts, walls, shop fronts, water features, pillars etc.) may not be used by exhibitors as display structures, or support. The use of screen boards (of maximum height as indicated in the defined exhibition floor plans) will be allowed for this purpose. The exhibitor may not move any standing street furniture (for example dustbins or fixed benches) to accommodate an exhibition.
- 5.1.10 In the case of **audio appliances** or equipment that causes auditory interference, exhibitors are to consider the interests of surrounding tenants and the public, i.e. volume levels are to be kept within reasonable limits. These limits are set by Centre Management who reserves the right to restrict or prevent audio broadcasting if considered necessary. Should the exhibitor be called upon to effect certain improvements and directives, but refuse to do so, the exhibition will be cancelled with immediate effect and no refunds will be made to the Exhibitor.
- 5.1.11 Should the Exhibitor wish to market its merchandise by way of **Electronic Marketing**, that is by using cellular telephone technology such as short message services/sending ("SMS") or multi media service ("MMS") and related technology (hereinafter referred to as "Cellular Telephone Marketing"), the content and frequency of such Cellular Telephone Marketing will be subject to Centre Management's prior written approval and shall not contravene clause 5.1.3.
- 5.1.12 All **exhibitions should be set up** by 08:30 – and be operational by 09:00 on the day the exhibit commences.
- 5.1.13 All exhibits have to be **manned during Bayside Mall trading hours**.
- Trading hours are as follows:
- Monday to Friday: 9 am – 7 pm**
Saturday: 9 am – 5 pm
Sunday and Public Holidays: 9 am – 5 pm
- The Exhibitor acknowledges that the minimum exhibition hours shall be the same as the trading hours as set out above.
- 5.1.14 **No smoking or eating** is allowed at the exhibition space/s.

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- 5.1.15 All **exhibition spaces are to be cleared and cleaned** by 18:00 on the last day (Sunday) of the exhibition of all merchandise, fixtures and fittings used for the exhibition. Failure to do so will result in a charge of R 1000.00 per day to the Exhibitor.
- 5.1.16 All **storage or packaging** material (for example cardboard boxes) has to be removed from the exhibition space, or concealed from public view before the commencement of the exhibition.
- 5.1.17 No trolleys owned by any tenant of **Bayside** Mall will used to cart exhibition goods to and from delivery vehicles.
- 5.1.18 All exhibitions must comply with the Occupational Health and Safety Act, 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, Municipal safety regulations and bylaws, as well as those that may be required by Centre Management. All claims by the public for loss or injury will have to be borne by the Exhibitor. **Bayside** Mall, its owners, management agents and employees, shall not be held liable for any damages to or loss suffered by the Exhibitor, its product, equipment, invitees, agents, employees, sponsors or contractors whatsoever.

In particular, no claim for public liability, losses or damages will be entertained by Centre Management. The Exhibitors will be required to ensure that the necessary Public Liability Insurance is in place, proof of such insurance which should be provided to Centre Management prior to the commencement of the exhibition. It is specifically recorded that Centre Management will require the Exhibitor to provide proof that such Public Liability Cover is current and paid in full. The Exhibitor hereby indemnify the owners of Bayside Mall, their employees, agents, contractors, including Centre Management from any claim of whatever nature directly or indirectly resulting from the exhibition or occupancy of the exhibition space.

- 5.1.19 Proposals detailing the floor plans, décor and displays have to be submitted by the Exhibitor to Centre Management for consideration before final confirmation of the exhibit. The Exhibitor will provide any additional information (if any) if required by Centre Management.
- 5.1.20 When a **vehicle** is required to be part of an exhibition, the Exhibitor should arrange both access in and egress out of the centre with Centre Management, one week prior to the exhibition.
- 5.1.20.1 Vehicles brought into the centre must be accompanied by a representative of the **Bayside** Mall security.
- 5.1.20.2 Each vehicle will be charged at **Bayside** Mall Exhibition Rates, running from the commencement until the end of the exhibition.
- 5.1.20.3 Where applicable, Centre Management will issue one parking ticket per vehicle to the Exhibitor. The Exhibitor will collect the ticket/s on the day of set up, before 10:00 from the Centre Management Offices subject to full payment being received, in failing which, the Exhibitor will pay full day parking rates.
- 5.1.20.4 The Exhibitor will:
- 5.1.20.4.1 ensure that vehicles are brought into and taken from the **Bayside** Mall at the times as agreed to with Centre Management;

- 5.1.20.4.2 ensure that vehicles contain a minimum of fuel at all times;
- 5.1.20.4.3 leave a key to each vehicle on display in a sealed envelope at the Security Control Room for the duration of the exhibition;
- 5.1.20.4.4 keep the vehicles on display clean;
- 5.1.20.4.5 keep unmanned vehicles locked and all convertible vehicles closed and locked outside exhibition hours;
- 5.1.20.4.6 only display the number of vehicles in the exhibition space as agreed with Centre Management;
- 5.1.20.4.7 display vehicles at own risk;
- 5.1.20.4.8 supply a suitably sized fire extinguisher for each vehicle;
- 5.1.20.4.9 ensure that each vehicle has a drip tray on the floor underneath the vehicle to avoid oil leaks on the tiles;
- 5.1.20.4.10 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours.
- 5.1.20.4.11 ensure that all vehicle alarms are deactivated at all times.
- 5.1.21 **No surveys** may be conducted inside or outside the Mall without the prior written consent from Centre Management.
- 5.1.22 All exhibitions must be accompanied by **printed or professional quality signage** presented on a stand. No double sided tape and stickers are to be used to stick posters on to tables, chairs, table cloths. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.
- 5.1.23 The signage should be of such a standard that there is no doubt as to the current exhibitor's identity, or in the case of a tenant exhibition, where the shop is situated in the **Bayside** Mall and what products/services it has to offer. Signage and stand is subject to management approval prior to set-up.
- 5.1.24 All tables used during exhibitions must be covered **neatly, by means of tidy and clean table clothes** which must reach floor level. Collapsible tables are to be used and are to be removed from the exhibition site overnight. It is specifically recorded that Centre Management does not have any storage anywhere in **Bayside** Mall.
- 5.1.25 Electric power points are available in most of the exhibition spaces and will be charged for (if applicable) at **Bayside** Mall rates per day. The Exhibitor will not overload the electrical power supply. It is specifically recorded that none of the cabling used by the Exhibitor may be hazardous - or in any way exposed to the public. All cables must be concealed by using duct tape to secure the cables to the floor.
- 5.1.26 All Exhibitors must supply their **own exhibition material**, for example, but not limited to, tables, tablecloths, chairs, screen boards as well as carpeting.
- 5.1.27 Direct sale transactions, payment of deposits and/or taking of orders for goods and services will be allowed in the exhibition space, provided that any petty cash boxes and credit card machines are concealed appropriately.

- 5.1.28 All exhibitions are subject to spot checks and inspections by Centre Management.
- 5.1.29 Although the **Bayside** Mall has an on-site security company patrolling the centre, the Security will not be held liable for any loss or damage experienced during any of the exhibitions. Should the Exhibitor have any additional **security requirements** during the duration of the exhibition, such security can be arranged, at the Exhibitor's own cost with **Bayside Mall** Security Manager. No private security personnel will be allowed.
- 5.1.30 Exhibitors will be held liable for and shall repair any **damages to the building, or to any person attending the exhibition** or from any cause whatsoever, arising from the exhibit.
- 5.1.31 The landlord (or his official representatives) **reserves the right to cancel**, or relocate, any exhibition and may ask any Exhibitor to change or remove any exhibition material at any time.
- 5.1.32 Centre Management **reserves the right of admission**.
- 5.1.33 Centre Management gives no warranty that the exhibition space is suitable for its intended purpose.
- 5.1.34 Exhibitors undertake to ensure that their staff and contractors are familiar with **Bayside** Mall Exhibitions Rules & Regulations as set out in this agreement.
- 5.1.35 **Bayside** Mall reserves the right to take photographs and/or electronic footage of any promotion and/or exhibition which may be used for marketing and/or display purposes.
- 5.1.36 The signature of this agreement, without alteration, by the Exhibitor serves as a provisional confirmation of the exhibition. The signed agreement, without amendments or additions, should be faxed as set out in the Court Booking Application Form. Notwithstanding anything to the contrary herein or the signing by the Exhibitor, the agreement herein contemplated shall only come into effect and force once Centre Management signs and accepts the agreement.

6. GENERAL

- 6.1 No amendments, variations or consensual cancellation of this agreement, or of this clause, will be valid unless reduced to writing and signed by the parties hereto. In particular, no representations of whatsoever nature has been made to either party to this agreement – save for what is contained herein. No waiver on the part of Centre Management will prejudice Centre Management's rights in any way whatsoever.
- 6.2 In the event of any breach of this agreement by the Exhibitor, Centre Management shall be entitled in its sole discretion to terminate this agreement forthwith, in which event all monies paid by the Exhibitor will be forfeited as "rouwkoop" to Centre Management.
- 6.3 Centre Management shall not be bound by an express or implied term, representation, warranty, promise or the like not recorded herein, and the Exhibitor waives the defence of estoppel in this regard.

6.4 The parties agree to the jurisdiction of the Magistrate's Court in respect of all matters, disputes and claims arising out of this Agreement, although such matters may exceed or be outside such jurisdiction. The Exhibitor be responsible for any legal costs incurred by Centre Management in enforcing the terms of this Agreement, on the Attorney and own client scale of charges.

6.5 This agreement constitutes the sole agreement between the parties.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____

AS WITNESSES:

FOR: EXHIBITOR

1. _____

Duly authorised in terms of a resolution attached hereto as Annexure B

2. _____

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____

AS WITNESSES:

FOR: CENTRE MANAGEMENT

1. _____

Duly authorised

2. _____

INDEMNITY AGREEMENT

Between:

Acucap Investments (Pty) Ltd
Registration number 2007/017530/07

(in their capacity as owners of **Bayside Mall**); and

Acucap Management Services
Registration No. 1980/000527/07

(in their capacity as managing agent of **Bayside Mall** and

Word for Word marketing (Pty) Ltd

(in their capacity as marketing company of **Bayside Mall**

(Hereafter collectively and despite plurality referred to as "Centre Management")

and

_____ (Name of the EXHIBITOR/ CONTRACTOR)

Represented by: _____ (duly authorised)

Identity Number: _____ (Hereafter the "EXHIBITOR")

WHEREAS Word for Word Marketing, amongst others arranges exhibitions, launches and events on behalf of clients and the nature of some events involves certain risks.

AND WHEREAS the Exhibitor is desirous of exhibiting inter alia its merchandise at **Bayside Mall** in terms of the Exhibit Agreement of which this Indemnity forms part

NOW THEREFORE the Indemnity Agreement records the following in writing:

1. The Exhibitor fully indemnifies, and holds harmless Centre Management, its assigns, directors, employees and appointed contractors, against all and any claims, actions, suites, proceedings, demands and expenses of whatsoever nature:
 - however arising (and be they based on contract, delict or *ex variis causarum figuris iuris*), and /or
 - be they criminal or civil, and /or
 - be they for loss, damages, compensation, consequential damages or the like.
2. If the claim originates from an alleged contravention by Centre Management (or its assigns, employees or contractors) of any law, rule, duty, regulation or provincial law or local bylaw, the indemnity will equally cover Centre Management and its employees.
3. If for any reason in law the above indemnity is ineffectual, or voidable – this paragraph will pertain to a severable and separate agreement – and any successful claim against Centre Management will by agreement be limited to the net value of the fees received by Centre Management in the arrangement and presentation of

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the exhibition, launch or event for the Exhibitor as set out in item 4 below. The Exhibitor hereby indemnifies Centre Management for the balance of such claim.

4. This indemnity is applicable to the exhibition, launch or event known as:

_____, and any
action associated therewith for the period from _____ [insert date] to _____
[insert date].

5. By signature hereof the participant confirms his/her understanding of the effect of the Indemnity Agreement and warrants that he/she is older than 18 years of age, and is able to so contract.

6. The contractor or exhibitor must supply Centre Management with proof of Public Liability Insurance, the policy number as well as written confirmation from the insurer that the policy is being maintained for the duration of the exhibition before commencing with any contract or exhibition.

Signed at _____ **on** _____ **of 20** _____

(name)

(name)

On behalf of Centre Management
(duly authorised)

on behalf of the **EXHIBITOR**
(duly authorised in terms of a resolution
attached hereto as Annexure B)



All week-end exhibitions run from Friday to Sunday

Exhibition Court	Size	(excl VAT)	(excl VAT)
Mugg & Bean	3x2m	4,500 per week	3,375 per week - end
Galaxy	6x4m	6,000 per week	4,500 per week - end
Clicks	4x4m	8,000 per week	6,000 per week - end
Woolworths 1	5x3m	6,000 per week	4,500 per week - end
Woolworths 2	4x3m	5,500 per week	4,125 per week - end

All Exhibitions are quoted on a weekly basis from Monday to Sunday and should be operational before trading hours.

All exhibits must be carpet tiled /laminated flooring. For laminated flooring/carpet hiring please contact All Events Hire. Displays and banners have a 1.8 meter height restriction and exhibitions should be manned during centre trading hours. Set up and removal must be outside of centre trading hours.

Roaming Promotions:

Roaming promotions offer exposure to the product / service throughout the Centre and will not be limited to a specific area.

Roaming promotions include branded promoters who walk around the Centre, handing out value-added pamphlets, brochures, vouchers or products.

Rate: R750.00 for 1 -5 promoters per day

This type of promotion is subjected to the approval by the Marketing Department and is dependent on the nature and quality of the promotion.

For further information and bookings, please contact:

Chad Backstrom
Sales Manager
Tel: 072 150 3066
Fax: 021 557 4521
chad@word4word.co.za



ANNEXURE "B"

CERTIFIED COPY OF A RESOLUTION OF THE DIRECTORS/MEMBERS

OF :

REGISTRATION NO. : _____

PASSED AT :

ON :

IT WAS RESOLVED THAT:

_____ (full name),

(ID No: _____ **)**

In his / her capacity as Directors/Members of the Company/Close Corporation be and is hereby authorised to enter into and sign the Court Booking Application Form, Exhibition Agreement and Indemnity Agreement for an Exhibition at Bayside upon such terms and conditions as set out in the Court Booking Application Form, Exhibition Agreement and Indemnity Agreement to which this Resolution is attached as an annexure .

CERTIFIED A TRUE EXTRACT FROM THE MINUTES OF THE ABOVEMENTIONED MEETING

DIRECTOR AND CHAIRMAN OF MEETING