



EXHIBITION AGREEMENT

entered into between

The Landlord

and

The Exhibitor

(as defined in the Application Form, attached as Appendix A).

DEFINITIONS

In this Agreement, unless the context otherwise indicates:-

- 1.1 “**the/this Agreement**” means the agreement set out in this document together with all the Appendices hereto;
- 1.2 “**Date of Signature**” means the date of signature of this Agreement by the last party signing;
- 1.3 “**Exhibition**” means the use of the Exhibition Area for the purpose as described in the Application Form, attached hereto as Appendix A, and for no other business or purpose whatsoever, unless the prior written approval of The Shopping Centre is obtained; and
- 1.4 “**Exhibition Area**” means the area as demarcated in red on the layout plan, attached hereto as Appendix D.
- 1.5 “**Tax Invoice**” means the invoice generated to the exhibitor after the agreement has been signed by both the Landlord and the Exhibitor, as per details provided by the exhibitor attached hereto as Appendix B.
- 1.6 “**House Rules**” means the terms and conditions which the exhibitor must abide to at all times throughout the duration of the exhibition herewith attached as Appendix C.

2. RECORDAL

- 2.1 The Exhibitor wishes to operate in the Exhibition Area as per Appendix A at *Westville Mall*.
- 2.2 The Landlord is prepared to allow the Exhibitor to operate in the Exhibition Area as per Appendix A on the terms and conditions stated herein.

3. AGREEMENT

- 3.1 The Landlord shall, in its sole discretion, determine where the Exhibition Area is to be located at *Westville Mall*. The Exhibitor shall not be entitled to reposition the Exhibition Area, or conduct business in any other location at *Westville Mall*, other than the area indicated on the layout plan, attached as Annexure E.

- 3.2 In consideration for being entitled to operate the Exhibition Area, the Exhibitor shall make payment of the deposit and amount, as detailed in **Appendix B (tax invoice)**, without any set-off deduction into the banking account of the Landlord, the details of which are as follows:-

Account Holder:	Growthpoint Management Services
Bank:	Nedbank
Branch Code:	198765
Account Number:	1454109971
Reference No:	Ref No: PR (Invoice No)

- 3.3 The period of this Agreement shall endure from _____ to _____.
- 3.4 If the Exhibitor fails to comply with any of the provisions contained in this Agreement, the landlord shall be entitled, without prejudice to any other rights or remedies that it may have in terms of this Agreement or in law, to forthwith cancel this Agreement.
- 3.5 During the period of this Agreement, the landlord shall be entitled on reasonable grounds to give 24 (twenty four) hours written notice to advise the Exhibitor that it requires the Exhibition Area to be conducted from another location at the Shopping Centre. The Exhibitor shall be compelled to comply with the said notice.
- 3.6 The Landlord does not under any circumstances warrant that the Exhibition Area will be suitable to, or viable, for The Exhibitor. The Exhibition Area is placed by the Exhibitor at **Westville Mall** entirely at its own risk. The Exhibitor shall not under any circumstances have any claim of any nature whatsoever and howsoever arising, whether for damages, any remission of the amounts payable by him in terms of the Agreement, cancellation of this Agreement or otherwise against the Landlord arising out of the use of the Exhibition Area at **Westville Mall**.

4. NOTICES AND DOMICILIUM

- 4.1 The Exhibitor chooses as his *domicilium citandi et executandi* for all purposes of this Agreement, in respect of Court processes, notices or other documents or communications of whatsoever nature, the following address:-

Physical address:	
Facsimile number:	
e-mail address:	

- 4.2 Any notice to The Exhibitor:-
- 4.2.1 delivered by hand during ordinary business hours at the physical address referred to herein shall be deemed to have been received on the day of delivery; and
- 4.2.2 sent by email to email address stipulated above, shall be deemed to have been received on the date of dispatch.

SIGNED by the parties and witnessed on the following dates and at the following places respectively.

<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u>	<u>SIGNATURE</u> For: The Exhibitor
			being duly authorised hereto Print name:
<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u>	<u>SIGNATURE</u> For: The Landlord
			being duly authorised hereto Print name:
<u>DATE</u>	<u>PLACE</u>	<u>WITNESS</u> 1.	<u>SIGNATURE</u> For: The Landlord
		2.	being duly authorised hereto Print name:

ANNEXURE A - APPLICATION FORM & RULES AND REGULATIONS APPLICABLE TO EXHIBITIONS**APPLICATION FORM**

THE LANDLORD'S DETAILS		
NAME:	ACUCAP INVESTMENTS (PTY) LTD C/O WESTVILLE MALL	
PHYSICAL ADDRESS:	35 BUCKINGHAM TERRACE, WESTVILLE	
NAME & COMPANY REISTRATION NUMBER OF OWNER:	2001/017530/07	
VAT REGISTRATION NUMBER:	4700195821	
TELEPHONE NUMBER:	031-266 0028	
FAX NUMBER:	086 674 9163	
E-MAIL ADDRESS:	KETTMAYR@GROWTHPOINT.CO.ZA	
NAME OF SHOPPING CENTRE MARKETING MANAGER:	KELLIE ETTMAYR	
THE EXHIBITOR'S DETAILS		
CONTACT PERSON (NAME AND SURNAME):		
COMPANY NAME:		
COMPANY REGISTRATION NUMBER:		
PHYSICAL ADDRESS:		
POSTAL ADDRESS:		
E-MAIL ADDRESS:		
WORK TELEPHONE NUMBER:		
CELL PHONE NUMBER:		
FAX NUMBER:		
VAT REGISTRATION NUMBER:		
GENERAL INFORMATION		
CORE BUSINESS OF EXHIBITOR:		
EXHIBITION COURT:		
<ul style="list-style-type: none"> • Size required/ demarcated area: • Plug points required: 		
DATE OF EXHIBITION:		
CONFIRMATION THAT VISUALS OR ARTIST'S IMPRESSION OF PROPOSED EXHIBITION DISPLAY HAS BEEN RECEIVED ?	YES	NO
MANAGER/(-S) ON DUTY DURING EXHIBITION		
(1)	(2)	
Name & Surname:	Name & Surname:	
Cell phone number:	Cell phone number:	
Date on duty:	Date on duty:	
(3)	(4)	
Name & Surname:	Name & Surname:	
Cell phone number:	Cell phone number:	
Date on duty:	Date on duty:	

RULES AND REGULATIONS APPLICABLE TO EXHIBITIONS**A. GENERAL**

1. A booking is regarded as confirmed once:

- 1.1. the Agreement has been signed, and the Applicant has returned a signed copy thereof to the Shopping Centre Marketing Manager; and

- 1.2. the Shopping Centre Marketing Manager has received proof of payment, and acknowledged acceptance thereof in writing. Please refer to Annexure A for the financial aspects.
2. No Exhibitor will be permitted to set up if the court hire has not been paid for in full.
 3. A floor plan detailing the layout of the event must be submitted with the booking form, for approval, no less than fourteen (14) days prior to the Exhibition. The Exhibition must be of a high standard and which, in the opinion of the Shopping Centre Marketing Manager, must be in line with the image of the Shopping Centre.
 4. No part of the Exhibition is to exceed 1.5m (one comma five meters) in height, unless agreed under special condition and approved by landlord insurers.
 5. The use of audio visual equipment must be approved by the Shopping Centre Marketing Manager prior to its use. Noise levels must be kept to a minimum at all times. Should the noise levels become problematic and cause unnecessary nuisance to the patrons and/or other tenants, then the Shopping Centre Marketing Manager in his/ her sole discretion has the right to terminate power supply to the audio visual equipment.
 6. The Shopping Centre's maintenance assistants will not assist the Exhibitor in setting up or breaking down the Exhibition.
 7. Set-up is on the first day of the Exhibition unless otherwise agreed to in writing. Set-up must be completed half an hour before shopping or trading commences and dismantling / removal to be done after shopping centre trading unless otherwise agreed to in special conditions.
 8. The Exhibition must be manned at all relevant times during business hours (including holiday or extended trading hours) as follows:

Monday - Friday:	09:00 - 17:00
Saturday:	09:00 - 17:00
Sunday:	09:00 - 15:00
Public Holidays:	09:00 - 13:00
Holiday Season:	As per advertised extended trading hours
 9. The agents/employees/representatives of the Exhibitor manning the Exhibition are not permitted to walk around or roam the Exhibition Area, and/or approach shoppers or any member of the public. Shoppers need to approach the stand out of their own accord.
 10. Exhibitors may not distribute pamphlets or flyers in the Shopping Centre or in the car park areas.
 11. No surveys by Exhibitors may be conducted inside or outside the Shopping Centre unless prior arrangements have been made with the Shopping Centre Marketing Manager.
 12. Vehicles, Bikes or Quad Bike Displays
 - 12.1. Vehicles are displayed at the Exhibitor's own risk.
 - 12.2. Vehicles must enter and exit early morning before 7h00, or at night after 19h00 when most shops have closed.
 - 12.3. Security for the vehicles must be arranged with an external security company, prior to the commencing of the Exhibition.
 - 12.4. All windows of the vehicle must be closed at all times, and all vehicle alarms must be deactivated during the trading hours of the Shopping Centre.
 - 12.5. Vehicles must contain a maximum of five (5) litres of fuel while being exhibited.
 - 12.6. No revving of engines is allowed at any time.
 - 12.7. Should a vehicle be sold in the Exhibition Area, that vehicle may only be removed before or after trading hours, without exceptions.

- 12.8. The Exhibitor must ensure that a suitably sized fire extinguisher is supplied for each vehicle, whilst on display.
- 12.9. Exhibiting a vehicle within an internal exhibition area (Centre Court);Min of 3 days
- 12.9.1 A fire wall will be erected between the tenant (Woolworths) and the exhibition and must remain behind the display for the full duration of the display.
- 12.9.2 The car displayed will be afforded a fire protection system in the engine compartment and the passenger cabin. Centre Management to supply and oversee installation. Please see Annexure E
- 12.9.3 Tyres to be painted with flame retardant and certificate of application to be issued - this is at the cost of Centre Management.
13. No sub-letting of the Exhibition Area is permitted.
14. It is the Exhibitor's responsibility to keep the Exhibition and Exhibition Area clean at all times.
- B. AESTHETICS
15. Should an Exhibitor not comply with their original proposal and required standards are not met, the Shopping Centre Marketing Manager reserves the right to cancel the promotion with immediate effect and with no refund of payment made.
16. No decor of the Shopping Centre (including but not limited to potplants and benches) may be used for the Exhibition.
17. All excess material and personal belongings of Exhibitors must be removed from the Exhibition Area or concealed from view. The Shopping Centre does not provide any storage facilities.
18. Any staff manning the Exhibition must be properly attired and trained in customer care.
19. No Exhibition material displayed shall obscure in any way any shop fronts or signage unless authorised in writing by the Shopping Centre Marketing Manager.
20. All Exhibition marketing material including tables and chairs are to be approved by the Shopping Centre Marketing Manager prior to the commencement date of the Exhibition.
21. Eating is not permitted in the Exhibition area at any time.
22. No banners or display material shall be permitted on any pillars or balustrades. All signage must be professionally printed, no hand written signs shall be permitted. All signage must be approved by the Shopping Centre's Marketing Manager.
23. A detailed merchandise/service list is to be approved by the Shopping Centre Marketing Manager prior to the Exhibition.
24. All table coverings and flooring to be approved by the Shopping Centre Marketing Manager.
- C. COMPLIANCE
25. In the event of any fundraising Exhibitions, the Exhibitor must provide a fundraising number to the Shopping Centre Marketing Manager, prior to the Exhibition.
26. The Shopping Centre Marketing Manager reserves the right to cancel the Exhibition if any agent/employee/representative of the Exhibitor contravenes any of these Rules and Regulations.
27. If any cooking demonstrations are to take place, food is to be prepared under conditions as specified by the Department of Health. Prior written permission must be obtained from the Shopping Centre Marketing Manager.
28. No counterfeit/illegal goods may be sold by the Exhibitor.

29. All electricity connections must be approved by the Shopping Centre Operations/Facilities Manager before commencing of the Exhibition. No electrical cables may be exposed to the public in any hazardous manner. All electrical cables must be taped down at all times. It is the Exhibitor's responsibility to make sure that an extension cord, if needed, is supplied and maintained at all times.
30. The Exhibition shall be signed off in accordance with the applicable Fire Regulations as well as Safety Regulations.

D. LIABILITY

31. If any part of the Exhibition, or the Shopping Centre, is damaged by or as a result of the Exhibition, the Exhibitor will carry the repair cost thereof.
 32. The Exhibitor will be obliged to ensure that public liability insurance is in place prior to the commencement of the Exhibition, proof of which has to be provided prior to the commencement of the Exhibition or promotion. The Exhibitor will have to provide proof that such public liability cover is current and is paid in full. Dependent on the nature and content of the Exhibition, insurance requirements may be waived upon request and approval thereof.
 33. The Exhibitor hereby indemnifies the Landlord, their employees, and agents from any claim of whatsoever nature directly or indirectly resulting from the event or occupancy of the Exhibition area. The Exhibitor shall be required to sign the Indemnity attached as Appendix D.
 34. The Landlord will not be held liable for any damage or loss incurred whatsoever, as a result of the Exhibition. The Exhibitor will be held responsible for any damages that may occur.
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ANNEXURE B - FINANCIAL ASPECTS

INVOICE DETAILS	
Name of company:	
VAT number:	
Method of payment:	
Contact person in the finance department:	
DEPOSIT	
Deposit amount:	[•], plus VAT
COURT HIRE	
Amount:	[•], plus VAT

ANNEXURE C - DETAILED SPECIFICATIONS

Terms & Conditions for Promotion at Westville Mall

- Promotions must be kept within the designated area.
- Set up of your exhibition must be approved by Kellie Ettmayr, Marketing Manager prior to commencement of the promotion. Westville Mall reserves the right to adjust / amend the layout of the display to comply with the standard exhibition layout requirements.
- Cancellations must be made in writing at least 72 hours prior to exhibition dates booked. Refunds will be at Westville Mall Centre Management's discretion.
- Westville Mall marketing initiatives take preference over any other, therefore an exhibitor may be requested to relocate or postpone their promotion at any time.
- Products and/or services which are in conflict of interests with Westville Mall tenants will not be permitted to be exhibited.
- Promotional banners or signage used within your display must be professionally designed and printed and may NOT obscure any store entrance way or shop-front signage.
- It is your responsibility to ensure that your signage and promotional display area is well maintained, neat and professional throughout the duration of your promotion. Failing which Westville Mall reserves the right to cancel the promotion.
- Tables must be covered in a clean floor-length table cloth, a trestle table and chair will be provided to you should you require this, at no cost.
- The display is to be manned at all times, for the duration of the Westville Mall Trading Hours, by professionally-dressed staff.
- No ambush marketing will be permitted and exhibitors must remain within their designated area at all times.

Vehicle Displays Terms and Conditions

- Please make sure that the minimum amount of petrol is left in the car.
- Arrangement for the entry of the car into the Centre must be organized with Management one week prior to the promotion as security needs to be informed of the promotion.
- A spare key for each vehicle must be left with Centre Management in the case of emergencies.
- Vehicles must enter the Centre and be set up before 7:00am.
- Strike down / removal of vehicles must be done after trading hours ends.
- Vehicles not removed, without prior arrangement, after the last paid date of promotion, will be liable for payment for the following date.
- A maximum of 1 vehicle can be accommodated in the Centre Court area. 1 vehicle can be accommodated in our exterior court.
- All vehicle displays must adhere to the correct display agreement, as per the diagram and details specified in the Rules and Regulations for vehicle display, given on pages 5,6,9 and 11. Please review the diagram, details and fire protection requirements of vehicle displays

and the approved layout for the display which will need to be signed and adhered to upon confirmation of your booking.

ANNEXURE D - INDEMNITY

I / We the undersigned,

FULL NAME & DESCRIPTION OF EXHIBITOR (including TRADING NAME):	
IDENTITY / REGISTRATION NUMBER:	

(hereinafter referred to as “the Exhibitor”)

hereby indemnifies and holds harmless **Growthpoint Management Services Proprietary Limited**, Registration Number 2004/015933/07 (“**GMS**”) in its capacity as duly appointed property manager, and the **The landlord** (hereinafter collectively referred to as “**Growthpoint**”), against all and/or any liability, loss, costs (including but not limited to legal costs on the scale as between attorney and own client), damages or injury, to property and/or person, that may be incurred or sustained by any person whomsoever, from any cause whatsoever, including but not limited to the negligence and/or wilful conduct of any person/entity for which **GMS and/or Growthpoint** would be liable and responsible for in terms of law, and also against any actions, legal proceedings and claims of whatsoever nature which may be instituted or made, arising out of, or in any way connected with any intra-mural or extra-mural Exhibition, demonstration, performance or other promotion whatsoever, either held by or organized by me/us at, in, or about, the **Shopping Centre**.

SPECIAL CONDITIONS SUBJECT TO WHICH ACCESS WILL BE GRANTED:

1. Proof of insurance in respect of public liability.
2. Compliance by Exhibitor with all reasonable / house rules applicable to the Shopping Centre. Non-compliance will result in the Exhibitor’s staff being removed from the Shopping Centre.
3. No communication with Growthpoint tenants, unless prior approved in writing by Growthpoint.
4. No nuisance or damage is to be caused in any way to the Shopping Centre, Growthpoint’s tenants, or their employees/visitors.

SIGNED at..... on.....

Witnesses:

1.

2.

 being duly authorised

ANNEXURE E - LAYOUT PLAN



Westville Mall - Exhibition
Courts

	Court Name	Size (Length)	Size (Width)	Size (Sqm)	Max Height	Power (Yes/No)
<i>Examp le</i>	<i>Dion Court</i>	<i>5m</i>	<i>5m</i>	<i>25m</i>	<i>1.5m</i>	<i>Yes</i>
1	Centre Court	4.268	2.027	8.651	1.6m	Yes
2	Checkers / C.N.A Court	0.749	1.801	1.348	1.6m	No
3	Surf News Court	3m	1m	3m ²	1.6m	TBC
3	Nedbank / Clicks Court	0.749	1.801	1.348	1.6m	No
4	Mugg & Bean / Execuspecs	0.749	1.801	1.348	1.6m	No
5	Exterior Court (Entrance 1)	4m	3m	12m	1.8m	Yes
6	Exterior Court (Entrance 2)	3m	3m	9m	1.8m	No