



CONTRACT FOR SPACE

COMPANY DETAILS

Company Name:		
Address:		
City:	Post/Zip code:	Country:
Email:	Website:	
Contact Person:		Job Title:
Telephone:		
Exhibit Profile:		

We, the undersigned, hereby make application for:

- Area S Area A
- Raw Space (min. 12m²) Shell scheme (min. 9m²)
- Size _____m² (____m x ____m) Booth No. _____ Cost US\$
- Number of Co-Exhibitors: ____ (US\$200/ Co-Exhibitor) Cost US\$
- _____ Total Cost US\$**

AGREEMENT

We agree to be bound by the Terms and Conditions of the Organizer of **Rail + Metro China 2019**:

- I confirm that I have read the Terms & Conditions listed overleaf.
- I confirm that I have read and understood the payment terms as listed overleaf.
- I confirm that I understand the cancellation charges as detailed in the Terms & Conditions.
- I confirm that I am authorized to sign this document on behalf of the above company.

Signature: _____ **Date:** _____

Hereunder, for confirmation by the Organizers:

We hereby confirm the above company to take:

- Raw Space Shell scheme _____sqm (____m x ____m) in Area ____, Booth No. _____

Signature: _____ **Date:** _____

Company Name:	Shanghai Intex Exhibition Co., Ltd.
Bank Name:	Bank of China Shanghai Branch Changning Sub-branch Guomao Office
Account No:	444272110135
Bank Address:	Room 318, No. 2201, Yanan Road (West), Shanghai, China
Swift Code:	BKCHCNBJ300

FAO Ms. Jessie Hu, Show Manager, Shanghai Intex Exhibition Co., Ltd.

A: 11th Floor, New Town Mansion, 55 Lou Shan Guan Rd., Shanghai, China 200336

T: +8621-62951060 F: +8621-62780038 E: huxiaoping@shanghai-intex.com W: www.railmetrochina.com

TERMS & CONDITIONS

In these Conditions the following words shall have the meaning set opposite same respectively

Exhibition Rail+Metro China 2019 CIRC 2019

Organizers Shanghai Intex Exhibition Co., Ltd.

Venue Owners The landlords of the building in which the exhibition is to take place.

Exhibitors Any person or Company to whom space is allotted at his/her or their request and his or their employees or agents.

Exhibit Any article referred to in the application for space.

Stand The area allotted to an exhibitor and stand erected thereon.

Hall The Hall and any area or other rooms in connection with the Exhibition.

Authorities Anybody legally authorized for making regulations.

Contractors Any person, firm or company employed by the Venue Owners or Organizers of the Exhibitors for construction, fitting out or other work on any stand in the Exhibition.

• **Opening Time** The Exhibition will be opened **from 12-14 Nov, 2019**. During these times stands and exhibits must not be covered up and staff must be in attendance.

• **Application and Admission** Application for space must be made on the Contract for Space provided by the Organizers, and should contain details of the proposed exhibit. The organizers reserve the right to accept or refuse any Application without assigning any reason.

• **Space Reservation** On official acceptance by the organizers of an application for space, a contract shall arise between the Organizers and the Exhibitor making the application in terms of these Conditions, subject to variation as mentioned and as regards space allotted the regulations shall immediately arise and continue between the Organizers and the Exhibitor. In the case of non-payment of any sum payable by the Exhibitor to the Organizers or of the breaching or non-observance by the Exhibitor of any of the terms of any Terms & Conditions of this Contractor to be performed or observed by him/her, the Organizers shall have the right to revoke his/her license and re-enter upon the allotted space and may remove and exclude the Exhibitor and all other persons there from without prejudice to the right of the Organizers to recover all monies payable by the Exhibitor hereunder and all other claims against him and damages sustained by the Organizers.

• **Payment** **A payment of 50% of the total fee must be completed within 7 working days after the effective date of the contract.** Once the Contract has been accepted and the payment received, Exhibitors will receive an Official Allotment for stand space/shell scheme from the Organizers. **The final payment should be paid in any case not later than Sept 12th, 2019.** Participation by Exhibitor is dependent upon the full cost being paid to the Organizers before taking up space in the Exhibition. If the remaining balance is not paid by the due date the Organizers shall have the right to re-allocate the space while retaining all the monies paid or levy interest on installments not paid at 5% per month or part thereof.

• **Co-Exhibitors. Co-Exhibitors sharing the stand will be charged US\$200 each, covering the administration costs and the insertion in the Exhibition catalogue which is obligatory.** Information of Co-Exhibitors shall also be listed on the form enclosed.

• **Modification of Space** The request for cancellation or modification must be submitted by registered post. The organizer has the right to charge the exhibitor fee according to the contract. **Cancellation fees will be charged 50% of the total cost fee if the cancellation notice is received on or before 31 May 2019 and 100% after 12 September 2019.** Reduction of stand size will be liable for the cost of the corresponding part of space. The reduction cannot exceed 50% of the total rented space. The cancellation fees above represent reasonable compensation for the costs incurred by the Organizer as a result of the Exhibitor's cancellation or modification and that they do not represent a penalty. For the avoidance of doubt the Organizer is not required to mitigate his/her loss in such circumstances.

• **Transfer of Stand** No Exhibitor shall assign, sublet, underlet, grant any license or in any way part with or divide any stand allotted to him/her, nor shall any circulars, advertisements, photograph or other matter relating to any company who is not an bona fide Exhibitor be exhibited or distributed without the consent in writing of the Organizers.

• **Insolvency** In the event of an Exhibitor or intending Exhibitor committing any act of bankruptcy, entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or being an individual, committing any act of bankruptcy, or a receiver of any of the assets of the Exhibitor being appointed by any distress or execution being levied upon any goods or premises of the Exhibitor, the Organizers shall have the right to terminate any contract with the Exhibitor, to cancel the allotment of space and to forfeit all monies paid by the Exhibitor under such Contract.

• **Lien of Exhibits** In the case of any amount being due to the Organizers from the Exhibitor, his exhibits shall be subject to lien, and no exhibit will be allowed to be removed without an official pass.

• **Move-In and Out** The Organizers will advise Exhibitors in advance in the Exhibitor Manual of the dates and times for receiving exhibits and other goods at the exhibition hall, for erection of stands and technical connections, and for the dismantling of stands and the removal of all exhibits and other goods. Prolongation of move-in, move-out, construction or dismantling above the dates and times fixed by the Organizers is at the Exhibitors' cost and depends on the availability of the Exhibition Hall. On no account will Exhibitors be permitted to remove goods from the Hall before the end of the Exhibition. All goods must be brought in and taken out by the entrances and exits specified by the Organizers. All labor for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor but in default the Organizers may at the Exhibitor's expense and risk do whatever they may consider necessary in the interests of the Exhibition.

• **Construction of Stands** All Stands and fittings must conform to any regulations or bylaws of the local Authority and/or other Authority including fire precautions and to the Regulations of the Venue Owners and are subject to the approval of the Organizers

who require the Exhibitor to submit plans in advance of construction or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by the local Authority and other regulating bodies must be undertaken by and at the expense of the Exhibitor and stand numbers must be prominently displayed. No Exhibitor will be permitted to set up his/her display goods in such a manner as, in the opinion of the Organizers, obstructs the light or impedes the viewing along the open spaces or gangways, or causes obstruction in the gangway, or otherwise affects the display of other Exhibitors.

- **Damage to the Hall** Exhibitors agree to observe the same Conditions of Tenancy as are accepted by the Organizers in their Agreement with the Venue Owners and in particular to refrain from doing anything contrary to the licenses of the Authorities or the fire insurance policies upon the property. An Exhibitor shall not cut or damage floor or any part of the walls or structure of the Hall nor shall any stand interior fittings be attached to the roof, floor or other part of the Hall without prior consent in writing of the Organizers. Any Exhibitor causing any damage to the Hall or any person whomsoever must pay for same and hold the Organizers indemnified against the same.

- **Civil liability** The Exhibitor is responsible for any damage to other parties, caused either by himself/herself or by his/her employees or his/her material. The Organizer is responsible under civil law in its capacity as Organizer of the Exhibition and any other related events it organizes. This liability shall in no case extend to the damage caused to visitors, Exhibitors or rented goods by other parties.

- **Dangerous Articles** All materials used for building, decorating or covering stands must be of non-inflammable material. In no circumstances shall any Exhibitor have or permit on his/her Stand naked lights or oil lamps, explosives, detonating or fulminating compounds, or articles or materials of a dangerous, inflammable or objectionable nature. Only articles described at the time of application may be displayed on stands and any articles and materials not approved by the Organizers must be removed from the building.

- **Noise Control** The use of video equipment, loudspeaker systems, tape recorders, film projectors or slide projectors is permitted, provided the noise level is sufficiently low to avoid disturbance to visitors and other Exhibitors. The Organizers reserve the right to exercise their judgment in respect of an acceptable level of noise. The use of musical instrument(s) is expressly prohibited. Demonstration of noisy machinery must be kept to a minimum in order to avoid annoyance to visitors and other Exhibitors.

- **Promotional Activities** Promotional Activities shall be confined to the stand area and not permitted elsewhere in the Exhibition Hall. Handbills and other printed material may only be distributed from Exhibitors' own Stands. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the building. The Organizers reserve the right to stop any promotional activities of any Exhibitor or his employees deemed improper to the Exhibition without incurring any liability for any loss sustained by the Exhibitor.

- **Improper Behavior** In the event of any Exhibitor or his/her representatives or employees conducting or having conducted himself/herself in the Exhibition Hall in a manner as may be considered by the Organizers or any of their duly authorized officers to be objectionable or likely to cause obstruction, he/she shall be expelled forthwith from the Hall and shall not be permitted to return during the remainder of the Exhibition. If the Organizers consider an Exhibitor is conducting himself/herself in a manner such as may make it probable that persons doing business with such Exhibitor may be dissatisfied or that discredit may be brought upon the Exhibition, the Organizers may, by notice in Writing to the Exhibitor, forthwith terminate his/her license to occupy his/her stand but without prejudice to any other rights or remedies which the Organizers may have against the Exhibitor and in particular, but without prejudice, to the generality of the foregoing, the Organizers shall be entitled to retain all monies paid by the Exhibitor and to receive all monies which may at the date of such termination, remain unpaid and due to the Organizers.

- **Electricity, Water, etc.** General lighting in the Exhibition Hall is supplied and an official contractor has been appointed and a schedule of prices will be submitted to each Exhibitor for ordering of extra electricity, water, compressed air, etc. which Exhibitors may require within their stands. No Exhibitor shall connect to or interfere with the electricity, water, compressed air or other fitting in the Hall without the prior consent of the Organizers and Venue Owners. The Venue Owners and Organizers or their Contractors shall have the right to enter any stand to install, examine, test, repair or renew any electric fittings or to remove any defective apparatus.

- **Copyright** Should any Exhibitor or individual intend to bring into the Hall, audio and visual equipment or other electronic equipment for the purpose of reproducing or receiving sounds, visual images or words, it is their personal responsibility to ensure, at their own expense, that they have obtained all the relevant licenses and consents, in connection with the laws of copyright or infringement of the rights of those who have legal protection against unauthorized public performance or broadcast of their recordings. The Organizers accept no responsibility in this respect or liability which may arise from their failure to do so. No stand or articles at the Exhibition may be photographed, drawn, copied or reproduced in any way without written permission of the Organizers. The Exhibition name, word mark(s), logo(s) and associated graphic devices are the protected property of the Organizers and cannot be reproduced in any form, for any purpose, without Organizers' written permission.

- **Exhibitor Manual** Information relating to the constructing, fitting and dismantling of stands will be sent to each Exhibitor in form of an Exhibitor Manual, together with order forms for technical installations (water, electricity, gas, telephone, furniture etc.) to be sent to the nominated sub-contractors. These installations are at the expense of the Exhibitor.

- **Printing & Advertisement** The Organizers reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors and Exhibits. The Organizers reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition. Advertising on site and on printed materials such as show catalogue, ticket and carrying package is only possible through the channels offered by the Organizer.

- **Amendment of Plan** In exceptional circumstances, the Organizers reserve the right to change the dates, location, hall layout or the position allotted to any Exhibitor if required by the Venue Owners, Local Authorities or for any other reason, and no liability in regard thereto shall rest on the Organizers and such a change shall not at any time permit the Exhibitor to repudiate the Contract.

Should any error arise in the allotment of space to any Exhibitor no liability in regard thereto shall rest on the Organizers. In such case the Organizers will endeavor without prejudice to offer a substituted arrangement but they do not bind themselves to do so.

● **Change of Conditions** The Organizers reserve the right to alter, add to, amend or waive these Terms and Conditions, or any of them in any particular case, or cases, as they shall consider appropriate. No alteration, addition, amendment or waiver to or of these conditions shall operate to release any Exhibitor from his/her obligations set out herein.

● **Limitation of Liability** The Organizers will not be responsible for the safety of any exhibit or property of any Exhibitor, its staff, contractors, or agents or any other persons, or for the loss of, damage or destruction to the same, by theft, fire or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in the building, fire, storm, tempest, flood, lightning, national emergency, labor disputes, strikes, lockouts, civil disturbances, explosion, failure of light or power, inevitable accident, force majeure or any other cause not within the control of the Organizers whether ejusdem generis or not, or if by reason of the happenings of any such events, the opening of the Exhibition is prevented, postponed, abandoned or restricted or the building becomes wholly or partially unavailable for the holding of the Exhibition, or any of the services of facilities usually afforded to Exhibitors becomes unavailable, or if the Exhibitor suffers any other damage whatsoever. As the Organizers will accept no responsibility for any loss or damage suffered by any Exhibitor, Exhibitors should cover themselves by insurance in respect thereof. The Exhibitor shall not have any claim against the Organizers for any liability loss, entitled to retain all monies paid by way of rent or otherwise, and to be paid all monies due under this contract and unpaid by the Exhibitor or such part as the Organizers in their absolute discretion shall consider reasonable. Without prejudice to the generality of the foregoing if by rearrangement or postponement of the period of the Exhibition or by use of another Hall, or in any other manner considered by the Organizers to be reasonable, the Exhibition can in the opinion of the Organizers be carried through, this contract shall remain binding upon all parties except insofar as such rearrangement shall effect the size and position of the Stand. The organizer reserve the right to transfer the rights and obligations of this contract to the third party.

● **Law of Contract** This contract shall be deemed to be governed by Chinese Law. In any disputes that may arise concerning the execution or interpretation of the present Terms and Conditions, both parties declare that they agree to submit to arbitration by the China International Economic and Foreign Trade Arbitration Commission.