

# APPLICATION & AGREEMENT FOR EXHIBITION AUTOCIRCUS SHOW 2018



Organised & hosted by the

XS Promotions Pty Ltd (P.O. Box 10, Northriding, 2162)

Hereinafter referred to as "The Event Manager"

<b>Name of Business / Contractor / Exhibitor</b>	
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Hereinafter referred to as "The Exhibitor" - with Business details as follows:

<b>Business Type</b>					
<b>Reg. No:</b>			<b>VAT No:</b>		
<b>Tel</b>		<b>Fax</b>		<b>Cell</b>	
<b>Postal Address</b>					
<b>Town</b>				<b>Province</b>	
<b>Postal Code</b>		<b>Email</b>			
<b>Person Responsible for Payment</b>	Full Names				
<b>Designation</b>					

## BOOKING DETAILS

Exhibition to be held on 1<sup>st</sup> December 2018

<b>What will you be displaying / selling?</b>	
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No:	Stand Category	Size	Rate	Quantity	Total
1.	A – 18sqm	6 m x 3m	R 13,500.00	30 x standing tickets; 15 x Grandstand tickets	R
2.	B – 27sqm	9 meter x 3 meter	R 20,000.00	40 x standing tickets; 25 x Grandstand tickets	R
3.	C – 36sqm	6 meter x 6 meter	R 26,500.00	50 x standing tickets; 35 x Grandstand tickets	R
4.	D – 72sqm	9 meter x 8 meter	R50,000.00	100 x standing tickets; 60 x Grandstand tickets	R
5.	E – Larger Space	?	R ?		R
6.	Other	?	R ?		R
<b>Total Payable</b>					<b>R</b>

### 1. INTERPRETATION

- 1.1 The clause headings of this agreement have been included for ease of reference and shall not be considered in the interpretation of the clause contents.
- 1.2 In this agreement, unless inconsistent with or otherwise indicated by the context:
  - 1.2.1 "the/ this agreement" means this Exhibition Agreement together with any annexures or schedules hereto;
  - 1.2.2 the "Event Manager" means the XS PROMOTIONS, also referred to as the "XSP";
  - 1.2.3 "Exhibition" or "promotion" means the promotion or exhibition of merchandise in the exhibition space by the Exhibitor;
  - 1.2.4 "exhibition space" means the area rented by the Exhibitor from the Event Manager for purposes of the exhibition and/ or promotion for the period recorded in the Exhibition Stand Booking Application Form;
  - 1.2.5 the "exhibitor" shall mean any natural person, company, close corporation, trust, partnership or other entity signing the agreement, whether they have separate legal personality or not;
  - 1.2.6 "the exhibition fees" means the fees payable by the Exhibitor to the Event Manager as set out above;
  - 1.2.7 any one gender shall include the other gender;
  - 1.2.8 the singular shall include the plural and vice versa;
  - 1.2.9 a natural person shall include a juristic person and vice versa;
  - 1.2.10 "the signing date" means the last date recorded on this agreement and on the signature, page as provided for herein;



**2. USE OF EXHIBITION SPACE**

- 2.1 The Event Manager makes available the exhibition space to the Exhibitor who hereby undertakes to, subject to clause 4 below, promote and/or exhibit its merchandise at the exhibition space for the period as set out in the Application Form, and in accordance with the terms of the Agreement.
- 2.2 The Exhibitor acknowledges and agrees that he/ she shall assume sole responsibility and liability for the safety of any one of its employees, invitees, clients, visitors, agents and or sub-contractors, attending his/ her exhibition.

**3. PAYMENT OF EXHIBITION FEES**

- 3.1 The Exhibitor shall, upon signature of this agreement, pay the total cost of the Exhibition Stand as per the Application & Agreement Form to the Event Manager and ONLY into the following bank account of the Event Manager, said bank coordinates being: -

**Name of Bank:** NEDBANK  
**Name of Account:** XS Promotions  
**Account Number:** 1497102162 (Cheque Acc)  
**Branch Code:** 149745  
**Deposit Reference:** YOUR BUSINESS & EXHIBITION NAME

- 3.2 Exhibitor must send confirmation of payment via email to [info@xspromotions.co.za](mailto:info@xspromotions.co.za) Electronic transfers are only confirmed when payment reflects on the bank statement of the Event Manager.
- 3.3 The Exhibition fee is a non-refundable payment. Should the show or any part thereof be cancelled for any reason whatsoever, or should the exhibitor be unable to participate, this fee remains non-refundable. In this instance, the Exhibitor acknowledges and agrees that it shall have no claim of any nature whatsoever against the Event Manager, its owners, agents, marketing agents, staff, representatives, volunteers and /or management;

**4. THE EXHIBITION - TERMS, CONDITIONS AND REGULATIONS:**

- 4.1 The Exhibitor will not exceed the marked boundaries of the allocated exhibition area allocated to the Exhibitor;
- 4.2 The Exhibitor will not be allowed to move to any other stand during the Show, without the express written consent of the Event Manager;
- 4.3 The Exhibitor must have a fully operational and serviced fire extinguisher in his/ her or its exhibition stall at all times; **4.4 Food stall owners MUST be in possession of a health certificate/COA.**
- 4.5 Service vehicles will be required to park outside in the public parking area, or 'bone yard' designated areas without exception;
- 4.6 Stands must be erected on Friday 30<sup>th</sup> November 2018 from 10:00 to 18:00 (to allow for inspection and approval)
- 4.7 **Show Times:** Saturday: 1<sup>st</sup> December 2018 - 9:00 to 22:00
- 4.8 **Stall owners are not allowed on site before:**  
6:00am and after 20:00pm on the Friday  
08:00am and after 22:30 pm on the Sunday - No security will be on site after the show from Tuesday pm and all risk is on the exhibitor to remove all exhibition material / equipment.  
**NB: THIS RULE WILL BE STRICTLY ENFORCED!**
- 4.9 Sleeping, camping, fires or braai units are not allowed on site;
- 4.10 Entrance to the site will only be allowed from the Entrance as indicated on the map below:

**FOR EXHIBITOR**

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**FOR XS PROMOTIONS**

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

**ADDITIONAL NOTES:**

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