



**Diamond
Pavilion**
shopping mall

ADVERTISING BOOKING APPLICATION FORM

1. **Contact Details:**

Name of Company / Exhibitor : _____
Registration Number : _____
VAT Number : _____
Contact Person : _____
Designation : _____
Contact Numbers : **Tel:** _____
Fax: _____
Cell: _____
E-mail: _____

2. **Invoicing Details:** (Please complete.)

Invoice to be made out to : _____
Address for Invoice Purposes : _____
: _____
: _____
Code : _____
Person responsible for : _____
Payment : _____
Designation : _____
Contact Numbers : **Tel:** _____
Fax: _____
Cell: _____
E-mail: _____

3. **Booking Details:**

Advertising Booked	:	
Booked from	:	
Booked to	:	
Discount given	:	
Cost per month	:	

MALL ADVERTISING AGREEMENT

between

Resilient Properties (Pty) Ltd

herein represented by Broll Property Management
(hereinafter collectively referred to as “Centre Management”);

and

(Registration Number _____)

herein represented by _____ (duly authorised)
(hereinafter referred to as “the Advertiser”)

at



(hereinafter referred to as the “Shopping Centre”)

1. THE ADVERTISEMENT

- 1.1 The Advertiser shall comply with the following Rules & Regulations with regard to its advertisement:
- 1.1.1 **Shopping Centre advertisements** enjoy preference, and should it be required, other advertisements will be re-scheduled, due to the nature of the venue, it might happen, that an unplanned event/advertisement is presented to the Marketing Team of the Shopping Centre, in which case **Diamond Pavilion Shopping Mall** Management reserves the right to move or reschedule the pre-booked advertising to a mutually acceptable alternative date.
- 1.1.2 The merchandise to be advertised by non-competitive outside companies may not at any time be in **direct competition** with any of the tenants at **Diamond Pavilion Shopping Mall**. Should this be the case Centre Management may arrange for the immediate removal of such advertising.
- 1.1.3 The cost of design, printing, delivering and collecting the advertising materials to and from Centre Management will be for the Advertiser's account.
- 1.1.4 The proposed design of the advertisement has to be submitted by the Advertiser to Centre Management for consideration before final confirmation of the advertisement. The Advertiser will provide additional information (if any) if required by Centre Management.
- 1.1.5 Installation that is arranged by the advertising company must be done at the correct times issued by Mall Management. Also all contact details of the installation company must be supplied to Mall Management.
- 1.1.6 **Should an advertising company choose to use their own production and installation company they will ensure that all advertising mediums are returned to their original state once the campaign ends, this includes the replacement of all generic print materials that may be in place before the advertisement is installed.**
- 1.1.7 An Advertiser should design the advertisement to such an extent that the Advertiser's identity and merchandise are clearly stated.
- 1.1.8 An Advertiser will not be allowed to include racial statements or nudity or alcohol products in its advertisements.
- 1.1.9 Although **Diamond Pavilion Shopping Mall** has an on-site security company patrolling the centre, Centre Management and Security will not be held liable for any loss or damage experienced during any of the advertisements.

- 1.1.10 The landlord (or his official representatives) **reserves the right to cancel**, or relocate, any advertisement and may ask any Advertiser to change or remove any advertisement material at any time.
- 1.1.11 **Diamond Pavilion Shopping Mall** reserves the right to take photographs and/or electronic footage of any advertising and/or advertisement which may be used for marketing and/or display purposes.

2. GENERAL

- 2.1 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.
- 2.2 In the event of any breach of this agreement by the Advertiser, Centre Management shall be entitled in its sole discretion to terminate this agreement forthwith, in which event all monies paid by the Advertiser will be forfeited as “rouwkoop” to Centre Management.
- 2.3 Centre Management shall not be bound by an express or implied term, representation, warranty, promise or the like not recorded herein, and the Advertiser waives the defence of estoppel in this regard.
- 2.4 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 Advertiser 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.
- 2.5 This agreement constitutes the sole agreement between the parties.

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

AS WITNESSES:

FOR: Advertiser

1. _____

2. _____

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

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

AS WITNESSES:

FOR: CENTRE MANAGEMENT

1. _____

2. _____

Duly authorised