

EXHIBITION AGREEMENT

between

Resilient Properties (Pty) Ltd

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

And

(Identity / Registration Number _____)

Herein represented by _____ (duly authorized)

(Hereinafter referred to as “the Exhibitor”)

at



**Diamond
Pavilion**
shopping mall

EXHIBITION AGREEMENT

1. PARTIES

1.1 The Parties to this agreement are:

1.1.1 Resilient Properties (Pty) Ltd, herein represented by its managing agent Broll Property Management (hereinafter referred to as "Centre Management");

1.1.2 _____, Identity / Registration Number _____, herein represented by _____ (duly authorised) [*insert physical address*] (hereinafter referred to as "the Exhibitor").

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 "the Court Booking Application Form" means the Court Booking Application Form as set out in Annexure A;

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

2.2.4 "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;

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

2.2.6 any "gender" shall include the other genders;

2.2.7 a "person" shall include a natural and juristic person;

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

2.2.9 the "singular" shall include the plural and the other way around (*vice versa*).

3. THE EXHIBITION SPACE

3.1 Centre Management hereby temporarily leases the exhibition space to the Exhibitor on the terms as set out in this agreement.

3.2 The Exhibitor 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 Court Booking Application Form.

3.3 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 and in order to secure exhibition space, pay the full exhibition fee as set out in the Court Booking Application Form to Centre Management.
- 4.2 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: | Broll Property Management (Pty) Ltd |
| Account Number: | 401764907 |
| Name of Bank: | Standard Bank |
| Branch Code: | 004305 |
| Deposit Reference: | Reference as per Tax Invoice |
- 4.3 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 5.1.32 below upon full payment before the Exhibition 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.**
- 4.5 The fee per court is set out in the attached Annexure B.
- 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 **Diamond Pavilion Shopping Mall**, its owners, agents, marketing and/or management.
- 4.7 Notwithstanding the foregoing, in the event of the Exhibitor being an individual, alternatively, a consumer in terms of the Consumer Protection Act No. 68 of 2008, it is agreed that the exhibition may be cancelled in the event of the death or hospitalisation of the Exhibitor at or prior to the exhibition date.

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 Diamond Pavilion Shopping 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 Diamond Pavilion Shopping Mall. Should this be the case Centre Management may request the immediate removal of such items or exhibition.
- 5.1.4 Promotions/exhibitions in Diamond Pavilion Shopping 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 1.6 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 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 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 exhibits have to be **manned during Diamond Pavilion Shopping Mall trading hours.**

Trading hours are as follows:

Monday to Thursday:	09h00 to 18h00
Friday:	09h00 to 19h00
Saturday:	09h00 to 17h00
Sunday and Public Holidays:	09h00 to 14h00

The Exhibitor acknowledges that the minimum exhibition hours shall be the same as the trading hours as set out above.

- 5.1.13 **No smoking or eating** is allowed at the exhibition space/s.
- 5.1.14 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.
- 5.1.15 All exhibitions must comply with the Occupational Health and Safety Act No. 85 of 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. Diamond Pavilion Shopping 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 and remains 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 Diamond Pavilion Shopping 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.**
- 5.1.16 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.
- 5.1.17 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.
- 5.1.17.1 Vehicles brought into the centre must be accompanied by a representative of the Diamond Pavilion Shopping Mall security.
- 5.1.17.2 The Exhibitor will:
- 5.1.17.2.1 ensure that vehicles are brought into and taken from Diamond Pavilion Shopping Mall at the times as agreed to with Centre Management;
- 5.1.17.2.2 ensure that vehicles contain a minimum of fuel at all times
- 5.1.17.2.3 leave a key to each vehicle on display in a sealed envelope at the Security Control Room for the duration of the exhibition;
- 5.1.17.2.4 keep the vehicles on display clean;
- 5.1.17.2.5 keep unmanned vehicles locked and all convertible vehicles closed and locked outside exhibition hours;

- 5.1.17.2.6 only display the number of vehicles in the exhibition space as agreed with Centre Management;
- 5.1.17.2.7 display vehicles at own risk;
- 5.1.17.2.8 supply a suitably sized fire extinguisher for your display;
- 5.1.17.2.9 check all your vehicles to avoid oil leaks on the tiles;
- 5.1.17.2.10 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours.
- 5.1.17.2.11 ensure that all vehicle alarms are deactivated at all times.

- 5.1.18 **No surveys** may be conducted inside or outside the Mall without the prior written consent from Centre Management.

- 5.1.19 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. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.

- 5.1.20 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 Diamond Pavilion Shopping Mall and what products/services it has to offer. Signage and stand is subject to management approval prior to set-up.

- 5.1.21 All tables used during exhibitions must be covered **neatly, by means of tidy and clean table clothes** which must reach floor level. Tables and table cloths are available for use by the Exhibitors.

- 5.1.22 Electric power points are available in most of the exhibition spaces. 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.**

- 5.1.23 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.

- 5.1.24 All exhibitions are subject to spot checks and inspections by Centre Management.

- 5.1.25 Although Diamond Pavilion Shopping Mall has an on-site security company ("the Security") 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 Diamond Pavilion Shopping Mall Security Manager. No private security personnel will be allowed.

- 5.1.26 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.

- 5.1.27 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.
- 5.1.28 Centre Management **reserves the right of admission**.
- 5.1.29 Centre Management gives no warranty that the exhibition space is suitable for its intended purpose.
- 5.1.30 Exhibitors undertake to ensure that their staff and contractors are familiar with Diamond Pavilion Shopping Mall Exhibitions Rules & Regulations as set out in this agreement.
- 5.1.31 Diamond Pavilion Shopping 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.
- 5.1.32 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.
- 5.1.33 The Exhibitor warrants that any information regarding goods or services, which are exhibited and/or promoted in the exhibition space for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the Consumer Protection Act No. 68 of 2008. The Exhibitor hereby indemnifies Centre Management and holds Centre Management harmless in respect of any claim whatsoever resulting from a breach of this warranty.
- 5.1.34 The parties record that, should the Exhibitor or its agents request assistance from Centre Management or its agents in case of an alleged shop lifting or other alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Exhibitor hereby indemnifies and holds Centre Management or its agents harmless against any claims resulting from such assistance by Centre Management or its agents.

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 THE _____ DAY OF _____

AS WITNESSES:

FOR: EXHIBITOR

1. _____

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

2. _____

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

AS WITNESSES:

FOR: CENTRE MANAGEMENT

1. _____

Duly authorised

2. _____

INDEMNITY AGREEMENT

Between:

Resilient Properties (Pty) Ltd (in their capacity as owner of Diamond Pavilion Shopping Mall); and **Broll Property management** (in their capacity as managing agent of Diamond Pavilion Shopping 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 Diamond Pavilion Shopping Mall Centre Management, amongst others arranges exhibitions, launches and events and the nature of some events involves certain risks.

AND WHEREAS the Exhibitor is desirous of exhibiting inter alia its merchandise at Diamond Pavilion Shopping 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 various other types of law (*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 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)

On behalf of **CENTRE MANAGEMENT**
(duly authorised)

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



**Diamond
Pavilion**
shopping mall

COURT BOOKING APPLICATION FORM

1. **Contact Details:**

Name of Company / Exhibitor : _____
 Registration Number : _____
 VAT Number : _____
 Contact Person : _____
 Designation : _____
 Contact Numbers : Tel/Cell: _____
 Fax: _____
 Email: _____

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

Invoice to be made out to : _____
 Address for Invoice Purposes : _____
 : _____
 : _____
 Code : _____
 Person responsible for
 payment: _____
 Designation : _____
 Contact Numbers : _____

3. **Booking Details:**

Court Booked	:	
Promotion to be held from	:	
Promotion to be held until	:	
Number of days	:	
Exhibition fee	:	

Description of your business/product to be exhibited:

4. **Full payment must be done prior to the start date of the exhibition.**

5. **Preferred Method of Payment : Electronic Fund Transfer
(Please fax/email proof of payment to:**

Email: admin@diamondpavilion.co.za

6. **Special Arrangements: (e.g. electricity)**

I hereby acknowledge and consent to the above and agree to abide to the Exhibition Agreement, Indemnity Agreement attached hereto, as well as the Court Booking Application Form.

Name of Exhibitor in Print

Signature

Capacity

I hereby agree that the entire agreement was completed by the exhibitor and kept on file.

Name of Promo court Administrator

Date

The rest of the contract will include the following:

Please complete, initial each page and sign where indicated the:

- Exhibition Agreement**
- Indemnity Agreement**
- Annexure A - Court Booking Application Form**
- Annexure C - Resolution**

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 Exhibition Agreement, Indemnity Agreement and Court Booking Application Form for an Exhibition at Diamond Pavilion upon such terms and conditions as set out in the Exhibition Agreement, Indemnity Agreement and Court Booking Application Form 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