EXHIBITOR APPLICATION CONTRACT BRISBANE

Royal International Convention Centre at the Brisbane Showgrounds, Saturday 3 & Sunday 4 November, 2018

1. Exhibitor Contact Details

Company:

Contact name in full: Title:

Address: Suburb:

Postcode: Email:

Website:

Telephone: ( ) Facsimile: ( )

Mobile:

Product/Service Category: ABN/ACN:

2. Stand Booking

(Select your 3 preferred stand numbers)

1st choice: 2nd choice: 3rd choice:

Stand dimensions (based on 1st choice)

metres × metres = Total square metres

If required, Exhibitors will receive a Shell Scheme Display stand which includes your carpet, back and side walls, lighting, fascia board with Company name and stand number (1 per aisle faced) and a single powerpoint for a cost of $350 per sqm booked + GST. The special $350 per sqm rate only applies for bookings received by November 17th, 2017. For bookings made after this date the rate will be $380 per sqm + GST.

TOTAL COST OF STAND BOOKING (based on 1st stand choice) Tick Box

Shell Scheme Display Yes ☐ No ☐

Total sqm × $350 per sqm = $ +GST

Public Liability Cover Yes ☐ No ☐

Yes, we need Public Liability Insurance Cover = $ 200 +GST

All exhibitors must provide proof of your valid Public Liability Insurance policy to the value of $10 million + coverage NO LATER THAN 21 days before the event. If we do not receive this within the time specified, an invoice will be sent for cover which the Exhibitor must pay before move-in.

TOTAL COST OF STAND & PL INSURANCE (Section 2) $ +GST

3. Marketing/Sponsorship Opportunities

Tick Box

a) Colour logo on your dedicated website page $100 FOC $0 ☑

b) Sponsorship opportunities on request (please provide options) ☐

Please list the sponsorship category you are interested in below:

Category:

Cost of Marketing/Sponsorship Opportunities (Section 3) $

SUB TOTAL (Section 2 + 3) $

Plus 10% GST $

TOTAL COST OF PARTICIPATION (including GST) **$**

4. Payment Details

DEPOSIT: 25% of Total Cost (DUE 30 days after reciept of invoice) $

SECOND PAYMENT: 50% of Total Cost (DUE DATE: 24th May 2018) $

FINAL PAYMENT: 25% of Total Cost (DUE DATE: 12th September, 2018) $

5. Select Payment Option

Tick Box

A: Direct Bank Transfer
Please email your remittance advice to accounts@eventmi.com.au nominate your invoice number and which show. ☐

Account Name: Dog Lovers Show Pty Ltd
Bank: NAB **BSB:** 083-231 **Account No:** 13-821-9822

B: Credit Card (Merchant fees apply and will be added to the amount nominated) ☐

☐ Visa (2.5%) ☐ Mastercard (2.5%) ☐ Amex (3.5%)

Credit Card Number: ☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐

Name on Credit Card:

Expiry date: Amount: $

Billing address:

Postcode:

Authorised signature:

C: Cheque – Made payable to Dog Lovers Show Pty Ltd ☐

6. Guarantee (compulsory)

We the undersigned being the owner or directors of the Exhibitor ("Guarantors"), in consideration of the Organiser agreeing to provide the Exhibitor with the allocated space at the Exhibition, hereby jointly and severally guarantee to the Organiser payment of all amounts outstanding to the Organiser under this Exhibitor Application Contract. It is agreed that this guarantee shall be a principal independent continuing guarantee and shall not in any way be waived released or affected by any time or other indulgence granted to the Exhibitor or otherwise affected by any variation of the terms upon which goods or services are supplied by the Organiser or paid for by the Exhibitor or by any transaction affecting the supply of goods or services being void, voidable or unenforceable or any other act or omission, matter or thing whatsoever. If a provision of this guarantee is or becomes invalid or unenforceable, this guarantee takes effect as if it did not include that provision.

Owner/Director Name:	Signature:	Owner/Director Name:	Signature:
.....	.....	.....	.....

7. Terms and Conditions

I have read and agree to abide by the Terms and Conditions as stated overleaf as a condition of the allotment of space and/or sponsorship. The Exhibitor agrees to pay the total cost as outlined by the nominated payment instalments. This Exhibitor Application Contract is binding once signed by the Exhibitor and accepted on behalf of the Dog Lovers Show. The Exhibitor acknowledges that all payments are non-refundable.

EXHIBITOR/SPONSOR AUTHORISATION

Name (Please print clearly):

Company Name:

Title:

Signature: Date / /

8. Complete and return

Dog Lovers Show
1/192 Bridport Street, Albert Park, Victoria 3206
Telephone: (03) 9696 9961 **Fax:** (03) 9696 4558
Email: info@eventmi.com.au

A countersigned contract and tax invoice will be forwarded upon receipt of this signed contract.

OFFICE USE ONLY

EMI Authorisation:

Allocated Stand No: Date Received: / /

Deposit Amount: $ Date Received: / /

Invoice No:

EXHIBITOR APPLICATION CONTRACT – TERMS & CONDITIONS

A. Dog Lovers Show Pty Ltd (ABN 57 158 932 131) (The "Organiser") is conducting the Dog Lovers Show at Royal International Convention Centre, Brisbane Showgrounds on Saturday 3 and Sunday 4 November, 2018 (the "Exhibition")

B. The party identified as the exhibitor (the "Exhibitor") wishes to participate in the Exhibition and has applied to the Organiser for the right to occupy space.

C. Upon the date of acceptance of the Exhibitor's application by the Organiser, a binding contract (the "Contract") is made between the Organiser and the Exhibitor on the terms and conditions set out below and page 1 and 2 of this Contract.

D. The Exhibitor has the right upon execution of this Contract to apply for marketing and sponsorship opportunities in relation to the Exhibition in accordance with the options on page 1.

TERMS AND CONDITIONS

1. The Exhibitor requests that the Organiser allocate the space and/or shell scheme specified to the Exhibitor (including any Marketing Sponsorship Opportunities if selected) for the period of the Exhibition and the Organiser has agreed to grant such allocation and Marketing Sponsorship Opportunities on the terms and conditions of this Contract.

2. The Exhibitor must pay to the Organiser in accordance with the terms of this agreement all amounts set out in this Contract by the dates specified. If the Exhibitor fails to make a payment on a specified date for payment and the failure to pay continues for a further seven days then the Organiser may by notice in writing terminate this Contract without further notice and may at its discretion either resell or relocate the space; and

   the Exhibitor agrees that:

   (a) the Organiser shall retain all monies paid by the Exhibitor up to and including the date of termination and the Exhibitor must pay the Organiser all outstanding payments due under the terms of the Contract as at the date of termination together with the next installment amount due after the date of termination; and

   (b) the Exhibitor is liable to reimburse and hereby indemnifies the Organiser for all costs and expenses arising directly or indirectly as a result of such failure to pay including all legal costs incurred in any action for recovery of any amount outstanding under this Contract.

3. The Exhibitor may by notice in writing to the Organiser cancel or reduce the size of its allocated space, upon payment of a withdrawal fee equal to the amount of all moneys paid and owing by the Exhibitor to the Organiser under the Contract inclusive of the day of the notice, plus the next installment amount due for payment by the Exhibitor after the date of termination. The Exhibitor agrees the withdrawal fee is a genuine pre-estimate of costs, loss and damaged incurred by the Organiser as a result of the Exhibitor's withdrawal. Payment instalments received by the Organiser from the Exhibitor for any allocated space that has been reduced in size cannot be off set against future payment instalments that are required to be made by the Exhibitor for any smaller space retained which the Exhibitor, with the consent of the Organiser, retains.

4. The Exhibitor must use the Exhibitor's space only for the display and promotion of goods and services that relate to the subject matter of the Exhibition. All products and display material must be contained within the Exhibitor's space and distribution of all advertising material must only take place from within the confines of the Exhibitor's contracted stand.

5. The Exhibitor must comply with all requirements and procedures described or referred to in the Exhibition Information Manual issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition or the performance of the Contract.

6. The Exhibitor must not damage any part of the floor or walls of the Exhibition venue or any stand of another exhibitor.

7. The Exhibitor must comply with all laws applicable to the holding of the Exhibition, including all rules and regulations stipulated by the Exhibition venue and any other regulatory body that exercises control over the Exhibition. The Exhibitor will be responsible to pay for any damage caused to the venue by the Exhibitor.

8. The Exhibitor must keep clean and tidy the space allocated to the Exhibitor to the satisfaction of the Organiser.

9. No lottery, raffle, guessing game, game of chance or side-show shall be conducted by the Exhibitor in its allocated space without the prior consent in writing of the Organiser.

10. The Exhibitor must not make use of any microphone, sound amplification or music instrument without the prior consent in writing of the Organiser.

11. No electrical work may be undertaken by or on behalf of an Exhibitor without the prior consent in writing of the Organiser, which consent will only be granted on the basis that the work is performed by a qualified electrical contractor, approved by the Organiser.

12. The Organiser may, in its absolute discretion and without assigning any reason refuse or cancel the Contract and will refund any amount paid by the Exhibitor under the Contract.

13. The Organiser may, in its absolute discretion, relocate an Exhibitor's space to a comparable space or amend the Exhibition floor plan at any time in the interests of maximizing the success of the Exhibition.

14. The Organiser may, at any time and at its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to Visitors or change the venue of the Exhibition.

15. In the event that the Organiser exercises its rights under any of clauses 13 to 14, it shall do so acting reasonably and with appropriate notice to the Exhibitor in the circumstances of each case but shall in no way be liable to the Exhibitor in damages or be required to refund any amount to the Exhibitor.

16. The Organiser does not warrant or guarantee and specially excludes any liability to the Exhibitor in relation to:

   (a) Any difference between the estimated and actual number of visitors to the Exhibition;.

   (b) Any difference between the estimated and the actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition;.

   (c) Timeliness or quality of services, or failure or deficiency in the provision of services, that are the responsibility of the Exhibition venue and its appointed contractors;

   (d) Cancellation, postponement, part time opening or relocation of the Exhibition;.

   (e) Cancellation, postponement, part time opening or relocation of any seminar or speaker program that is scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program; and.

   (f) Any event or circumstances outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this Contract.

17. The Organiser may require the Exhibitor to remove or stop any display or demonstration which is unlawful or which, in the opinion of the Organiser, is creating a disturbance.

18. The Organiser:

   (a) Excludes all terms implied by law to the extent permitted by law;

   (b) Excludes liability for injury to or death of any person, damage to any Exhibitor property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the Exhibitor; and

   (c) Limits its aggregate liability to an amount that does not exceed that total amount payable by the Exhibitor under this Contract, in respect of the Organiser's liability under or in relation to this Contract, the Exhibitor's participation in the Exhibition, the performance of this Contract or any activity contemplated by this Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.

19. The Exhibitor indemnifies the Organiser against all claims, damages, losses and costs that the Organiser may in any way be subject to as a result of any loss or injury arising to any person, including the Exhibitor's staff, members of the public, Exhibition staff, agents and Contractors, howsoever caused arising out of any act or default of the Exhibitor (including its officers, employees and agents) in connection with its participation in the Exhibition.

20. The Organiser will not be in default under this Contract or liable for any loss suffered by the Exhibitor due directly or indirectly to any delay, failure or interruption resulting directly or indirectly to industrial action, blackouts, cross board diseases, SARS, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labor disputes, acts of God or any other event or cause beyond control of the Organiser, which may affect attendances and the Organiser shall be entitled to retain all moneys paid by the Exhibitor.

21. The Exhibitor must complete the set-up of the Exhibition stand by 8pm Friday night before the show and must remove all product and display material from the Exhibition venue by 11am on Monday after the last day of the Exhibition (subject to change).

22. If the Exhibitor has selected a space only stand, or if the Exhibitor wishes to display any material above 2.4 metres in height, the Exhibitor must submit design plans to the Organiser for approval by the Organiser and Exhibition venue at least 60 days prior to the commencement of the Exhibition. The Organiser reserves the right at any time to alter the design of a custom built stand if it deems the display or banner above the display adversely impacts on the displays of surrounding exhibits.

23. Any walls exceeding the standard 2.4 metre height for this Exhibition must have the reverse side dressed to match the adjoining stand and must not interfere with the adjoining stand.

24. All products and equipment to be exhibited must be insured by the Exhibitor and the Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to such products and equipment, including theft.

25. The Exhibitor agrees that nothing in this document shall constitute a lease, sub-lease or other form of tenancy, and none of the contractual rights and benefits granted to the Exhibitor by the Organiser shall be capable of assignment and that the Exhibitor will not without the written consent of the Organiser allow any other person to company to occupy any part of the space taken by the Exhibitor pursuant to this Contract.

26. The Organiser may, at any time, assign or otherwise deal with any of its rights under this Contract by giving written notice to the Exhibitor.

27. The Exhibitor must effect and maintain forof the duration of the Exhibition (including move-in and move-out) public liability insurance with a reputable insurer approved by the Organiser on terms and conditions acceptable to the Organiser. At least 30 days prior to the commencement of the Exhibition, the Exhibitor must provide the Organiser with a Certificate of Currency evidencing such insurance or pay for the Exhibitor Public Liability insurance policy arranged by the Organiser. The Exhibitor will not be permitted to enter the Exhibition venue without this insurance in place.

28. The Exhibitor consents, under all relevant privacy legislation, to the disclosure of all Exhibitor contact details to Contractors and media that are appointed by the Organiser to assist with the Organisation and marketing of the Exhibition, and the use of the Exhibitor contact information by the Organiser for the purpose of informing the Exhibitor of other products, services and events that are promoted by the Organiser and its related bodies corporate. If you would like to gain access to the information the Organiser holds about you, or if you do not wish the information to be used in this way, please contact the Organiser's privacy officer.

29. This Contract is governed by the laws applicable in Victoria, Australia and both the Exhibitor and the Organiser submit to the exclusive jurisdiction of the courts of Victoria, Australia.

30. Waiver of a breach of this Contract or of any rights created by or arising by virtue of a default under this Contract must be in writing and signed by the party granting the waiver.

31. Variation of any term of the Contract must be in writing and signed by the parties.

32. All warranties and indemnities survive termination of this Contract.

33. No statement or representation about the Exhibition or otherwise concerning the subject matter of this Contract may be relied upon by the Exhibitor unless expressly set out in these terms and conditions this Contract.

34. No Stock or display items are to be removed during the Exhibition event period without written authority from the Organiser.

35. Each stand must be staffed at all times during Exhibition open hours.

36. The Exhibitor is not permitted to allocate any portion of their contracted space or advertising opportunities to another party without the written consent in writing of the Organiser. Additional charges will apply. Where the Organiser has agreed to allow the allocation of part or all of the Exhibitor's contracted space to a another party, the Exhibitor shall, unless otherwise agreed in writing by the Organiser, continue to be bound by the provisions of this Contract and shall be responsible for and indemnify the Organiser for any costs, damages, expenses or liability incurred in agreeing to any of the foregoing.

37. Exhibitor Application Contracts received after October 15th, 2018 may not receive a listing in the Show Guide.

38. Under no circumstances may any Exhibitor staff gain access to the Exhibition venue until all monies owing have been paid in full which shall include any outstanding monies due under the Marketing and Sponsorship Opportunities.

39. No dogs will be permitted into the Exhibition venue without the approval in writing from the Organisers. For dog access to be granted the Exhibitor must comply with all rules and regulations as provided in the Animal Management Plan and sign and return the form to confirm the Exhibitor's acceptance of the terms.

40. All Exhibitors must confirm they have read and understood the OH&S obligations set out in the Exhibition Information Manual prior to arriving on-site at the Dog Lovers Show.

41. All Exhibitors are responsible for taking note of all pillars located in the Exhibition venue via the floorplan provided before signing this Contract as some pillars will impact stands and no refunds will be provided.

42. All promotional activities and displays on your Exhibitor's stand must be contained within the nominated boundaries of Exhibitor's allocated space (as shown on the floorplan) including visitor queues. The Organiser has the right to direct Exhibitors to cease any activity and disperse any and all queues that extend beyond the Exhibitor's allocated space or create traffic congestion in designated event aisles.

43. All parties agree that signing may be done electronically or hand written and that both are equally binding. All electronically and hand written agreements are retained in accordance with the Organizers usual document retention policies.