

**VENUE:** Santa Clara, Convention Centre,  
Santa Clara, California, USA

**DATE:** 7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> Of June 2019

## INDO- AMERICAN WELLNESS CONCLAVE & EXHIBITION CALIFORNIA, USA

### STAND ORDER CONTRACT

The undersigned explicitly acknowledges that by signing this application contract for stands [Pipe & Drape Structure] the respective natural person and/or legal entity enters into a valid and binding contractual relationship with "FIA, USA" and its show partners "PHOENIX EXPOVENT, INDIA".

1. We hereby apply for: Stand No: \_\_\_\_\_  
Size: \_\_\_\_\_ sq. mtr.
2. We book Pipe & Drape Stall Package at US\$. \_\_\_\_\_ Or  
INR \_\_\_\_\_ Net.
3. Pipe & Drape Stand Scheme include:
  - One Table & 4 Chairs
  - Basic lighting – Ambiance lighting
  - Stall fascia branding
4. Lunch and refreshment for 2  or 4  persons during exhibition days (✓)
5. Entry for 2  or 4  persons & company/product presentation at the Investor forum & Networking Dinner (✓)
6. Logo presence in all the promotional, marketing and on-ground branding collaterals as Exhibitor
7. A Quarter  or Half  page advertorial [article] in special feature on wellness post in INDIA POST weekly (✓)
8. A Quarter  or Half  page Ad in the special feature on WELLNESS in INDIA POST weekly (✓)

*\*According Stall Package*



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9. Allotment of premium slot for the company's representative as speaker during the seminars and Investor Forum  (✓)

10. Mode of Payment: By Chq/DD/RTGS \_\_\_\_\_ Number: \_\_\_\_\_ Dated: \_\_\_\_\_

In case of RTGS

Account Name: PHOENIX EXPOVENT

Current Account No: 917020084858428

Bank Name: AXIS BANK LIMITED

BRANCH CODE: 001358

Branch: SAFDARJUNG ENCALVE

MICR CODE: 110211096

Bank Address: PLOT NO.7, BLOCK -6&7,

RTGS/NEFT IFSC CODE: UTIB0001358

LOCAL SHOPPING COMPLEX,

PAN NO: AATFP0944M

SAFDARJUNG ENCLAVE, NEW DELHI, PIN 110029

11. Exhibits (give brief description about your Product /Company):

Name of the Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Numbers: \_\_\_\_\_

Email ID: \_\_\_\_\_

Company URL/Web Site: \_\_\_\_\_

Name of the Products to be showcased: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Average Price of the Products in \$ : \_\_\_\_\_

Name of the Authorized Person: \_\_\_\_\_

Numbers of Persons Exhibiting: \_\_\_\_\_

Names of Team Head during Exhibition: \_\_\_\_\_

We hereby declare that we have read and accepted the terms and conditions of the Application Contract, a copy of which has been retained for our files. We hereby sign and agree to be bound by them.

**A 100% deposit payment will be made immediately upon receipt of invoice.**

Notwithstanding the aforesaid the full amount must be settled not later than 3 days of signing of contract.

No reservation for a stand will be guaranteed unless the total rental costs have been settled. All bank charges and applicable taxes to be paid by the client.



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COMPANY NAME: \_\_\_\_\_

SIGNATURE (Principal/Director): \_\_\_\_\_

AUTHORISED PERSON NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY STAMP: \_\_\_\_\_

Please sign & return immediately to our office via scan + email; and courier the hard copy of application to:

**Phoenix Expovent.**

Corporate Office: S-1/A, 3rd Floor, Arjun Nagar, Safdarjung Enclave Extension, Main Kamal Cinema Road, New Delhi, India - 110029

Phone: **+91 11 41006051;**

[www.phoenixexpovent.com](http://www.phoenixexpovent.com)

**Terms & Conditions**

**1. Terms of Reference**

The terms and conditions set out herein shall be read and constructed as an integral part of the contract, in these present Terms & Conditions; the term 'Exhibitor' (contractual Partner) shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purposes of exhibiting; the term 'Organizers' shall mean India post & 'Show Partners – Phoenix Expovent'; and the term 'Contract' shall mean the application contract for stands, i.e the contract for exhibition space at the Exhibition, entered into between the Organizers and the Exhibitor, and which incorporates these present Terms & Conditions which shall be construed as an integral part of the Contract. The Contract is assignable by the Organizers. In case the Exhibitor wants to assign the Contract, he is obligated to obtain the prior written approval of the Organizers.

**2. Application for Participation**

All applications for participation shall be made on the prescribed Contract, which shall be submitted to the Organizers or their authorized representative (s)/Marketing Associates on or before the deadline specified over leaf. Applications will be dealt with in the order that they are received, and will constitute the Exhibitor's confirmation of participation and acceptance of the terms of contract. The Organizers, though not bound by this Contract to do so, will to the best of their ability attempt to meet the requirements of Exhibitors. Therefore, no entitlement for claim or compensation shall arise in favor of the Exhibitor in case any such attempt fails for whatever reason. The Organizers reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons therefore. No Exhibitor may refuse the space allotted to him, nor for such reason cancel his participation. If the participation of a prospective Exhibitor cannot be accepted due to lack of space, the prospective Exhibitor shall not be entitled to claim or receive any compensation.



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### 3. Allocation of Exhibition Space

The Organizers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem it. The Organizers reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor and, at the sole discretion of the Organizers, to alter the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The Exhibitor shall have no right to cancel his participation in the Exhibition nor to claim for compensation as a result of such changes.

### 4. Use of Exhibition Space

Exhibitors are entitled to exhibit only the announced products and must man the stand or space with competent personnel during the opening hours of the Exhibition. Any articles exhibited without prior authorization may be taken away at the expense and risk of the Exhibitor. No change of items on display may be effected during the opening times of the Exhibition. Items may not be exhibited outside the limits of space rented by the Exhibitor. The Exhibitor is responsible for the cleaning, inside and outside, of his stand(s) or space(s). Cleaning should not be carried out during the opening times of the Exhibition. Failure to observe these regulations may result in the Organizers taking the steps they consider necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations. The Organizers reserve the right to deny any visitor(s) admittance to the Exhibition as a whole or access to any particular stand(s) or space(s) or area(s) within it. Exhibitors are not allowed to subject or assign the stand(s) or space(s) allotted to them to other parties either wholly or in part without written consent of the Organizers. Where such consent is given, each Exhibitor on a given stand or space will be jointly and severally liable under the terms of this Contract and one representative should sign this Contract on behalf of all Exhibitors involved. Exhibitors shall be liable for any damage to the walls or to any part of the exhibition premises in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organizers.

### 5. Payment

All bookings must be made on the official application contract. A 100% deposit of the total cost of the space is required with the submission of the Contract, (Only to be confirmed to exhibitors having received the signed application & deposit). Any exhibitor booking space less than 3 months prior to the show date will be required to pay the full amount of the booking in one transaction at the time of booking. No reservation of a booking for the requested stand will be made /confirmed unless the full amount of the rental costs has been paid.

In the event of an Exhibitor becoming bankrupt or making a composition with his creditors or going into liquidation, or being under the appointment of a receiver, the Organizers reserve the right to cancel any allocation of space without being under any liability to refund or abate any charges paid or due hereunder. All payments to be made in the name of 'Phoenix Expovent' [bank details mentioned on the application form] or in the name of Show Partners 'India Post' USA [Details can be provided on request].

### 6. Exhibitor Withdrawal & Breach of Contract

Where an Exhibitor cancels the booking or where an Exhibitor fails to make a payment on the date (whether or not involved), the Organizers reserve the right to cancel or accept cancellation of the booking and to apply the following cancellation charges. Cancellation/notice received. Over three months prior to the commencement date of the exhibition 50% of the total rental costs will be payable.

Less than three months prior to the commencement date of the Exhibition, the full amount of the rental costs will be payable in any event, no deposit will be refundable. The foregoing cancellation charges will apply whether or not a deposit has been paid. In case a deposit has been paid according to the signed Contract the remaining balance will be payable. The payment is due latest on the date of commencement of the exhibition.

### 7. Cancellation of Exhibition

If, due to unavoidable circumstances, the Exhibition is unable to take place, the Organizers shall not be held responsible and Exhibitors shall not be entitled to any claim or compensation in connection with such cancellation. They shall, however, be given space in an equivalent exhibition upon their participation Contract in next 360 days from the date of scheduled exhibition.

### 8. Changes

The Organizers have the right to modify the duration of the Exhibition or the opening or closing times thereof. Exhibitors shall not be entitled to claim for compensation in connection with such modifications. The Organizer also reserves the right to modify the proposed media plan, which stands tentative till the final plan is announced by the organizers. The decisions regarding any changes are as per sole discretion of Organizer and no exhibitor will be allowed to challenge the same at any given point of time. The decision of show management will be final and binding.



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## 9. Stand Construction & Decoration

Exhibitors may decorate their stand(s) or space(s) in accordance with the relevant guidelines and instructions issued by the Organizers, but only after obtaining written approval by submitting detailed scaled plans in duplicate no less than two months before the Exhibition.

## 10. Movement of Exhibits

- a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to and from the Exhibition venue.
- b. Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.
- c. Without prior authorization from the Organizers, no article may be removed from a stand or space while the Exhibition is in progress, even if the said article has been sold.
- d. Exhibitors shall remove all exhibits from the Exhibition venue within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of delay or damage to the Exhibition venue.

## 11. Security

Exhibitors and their representatives should be present on their stands or spaces at all times during the opening hours of the Exhibition. They may not close their stand or space before the appointed time of closing.

## 12. Fire Regulations

The use of inflammable materials for stand or space decoration is prohibited unless such materials have been treated by fire-retarding substance. All heating appliances should be mounted on fireproof stands. All inflammable materials (such as empty boxes and packaging) should be removed immediately from the Exhibition venue.

## 13. Insurance, Liability & Risks

- a. All Exhibitors shall insure, indemnify and hold the Organizers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the Exhibition stands or spaces, during the tenancy of the Exhibition. The liability or risk of the employees, agents or exhibits shall be the responsibility of the Exhibitors.
- b. All Exhibitors shall insure, indemnify and hold the Organizers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of cancellation, postponement or partial opening of the Exhibition.
- c. All Exhibitors shall obtain all-risks insurance from an insurance company in good standing. In addition, all Exhibitors shall obtain third party liability insurance from a local insurance company of good standing to cover equipment and/or exhibits, whether or not such articles are their property.
- d. The Exhibitor shall produce certified copies of the insurance policies obtained pursuant hereto.

## 14. Supplementary Clauses

The Organizers shall have the right, in all circumstances, to issue supplementary regulations, in addition to these present Terms & Conditions, to ensure the smooth management of the Exhibition. Such instructions shall be considered to be an integral part of the Terms & Conditions of Contract, provided they are given to the Exhibitors in writing. The failure to object to any breach of any clause herein by the Organizers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

## 15. General Conditions

- a. The Organizers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes the regulations in any way, and this without the Exhibitor having any claim to compensation or reimbursement for any commitments undertaken by him and still outstanding to the Organizers.
- b. Indian Courts shall be deemed to be the place of settlement of any disputes that may rise between the Organizers and Exhibitors. Marketing associates are only the representatives of the Organizers and cannot be held for any legal liabilities or actions.
- c. The Organizers shall have the discretionary right to sue any Exhibitor before his national court of before any other court.
- d. Exhibitors are bound by all and any regulations applicable to participants in fairs and exhibitions in the country of the relevant exhibition.
- e. India law for arbitration shall be the law of contract between the Exhibitors and Organizer.



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## 16. Regulations

- a. Exhibitors undertake to abide by all clauses whatsoever set forth by the Organizers herein or in any supplementary document(s). Such clauses will be enforced and are in no way to be regarded as merely commentary. The Organizers are the sole judges as the measures to be adopted in respect of the application of the said clauses.
- b. By this very participation in the Exhibition, the Exhibitor acknowledges the right of the Organizers, jointly or separately, to take unilateral measures for the defense and protection of the interests of the Exhibition, and for all or some of the Exhibitors, as well as any measures the Organizers deem useful or necessary to ensure the security of the premises, the exhibitors and the visitors.

## 17. Force Majeure

The Organizers shall not be responsible or held liable for the loss of or damage to any property of the Exhibitor or any person caused by (including but not limited to) theft, fire, defect in the venue, storm, tempest, war, labor disputes, lockout, explosions, Acts of God and general causes of FORCE MAJEURE, whether or not eiusdem generis within the Organizers' control. Neither shall the Organizers be responsible or held liable for any loss or damage sustained by the Exhibitor in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the exhibition venue becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes or even there is less turnout of audience because of what so ever region or even a minimal footfall of visitors for the exhibition is registered in any given circumstances. In any event the Exhibitor shall have no claim of damages and/or compensation of any kind against the Organizers; and if it is impossible to hold the Exhibition as scheduled due to any reason, the already paid monies by the Exhibitor shall not be refunded unless the Organizers decide otherwise by refunding the payment after deducting the necessary expenses.

## 18. Visas, etc.

Exhibitors are advised to check with their local Embassy or Consulate regarding entry restrictions and Visas for members of staff attending the Exhibition. The Organizers will not be held responsible for any Exhibitor unable to attend due to entry problems.

## 19. Severability Clause

In case one of the aforementioned regulations is fully or partially void subject to Indian Law the remaining parts of this agreement shall be in full force.

**Signature:** \_\_\_\_\_

**Company Stamp:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_