





# MIG MEDIA NEURONS LTD – CONTRACT FORM

### MADE IN GUJARAT - INDIA BUSINESS TRADE SHOW - GLOBAL BUSINESS TRADE SHOW

**BUSINESS ENTITIES** 

Organizer	MIG Media Neurons Ltd. & Media Neurons
Event	Exhibition / Trade Show @
Event Dates	
Travel Dates	
Venue	
Organizer's Contact Details :	MIG Media Neurons Ltd. Made In Gujarat A - 402 – 403 Shapath Hexa, Opp High Court of Gujarat, S G Highway, Ahmedabad. 380 060. Gujarat. India. Office Phone : +91 – 990 990 3136 Office Email : admin@madeingujarat.com   madeingj@gmail.com Website : www.madeingujarat.com   www.medianeurons.com
Exhibitor / Customer / Participant :	The Company, Organization, Enterprise, Firm and its Delegates, Representatives, Owners, Management people who participate as Exhibitor / Customer / Participant in Exhibition / Trade Show organized by MIG Media Neurons Ltd.
Exhibitor / Customer / Participant Contact Details :	Company : Address : City and Zip : State and Country :

M@

Jarat

Customer Stamp & Signature

MIG Media Neurons Ltd. – Contract Form

India Business

Trade Show



1







Acknowledgement

Date :

To, Made In Gujarat, Media Neurons, MIG Media Neurons Ltd., Ahmedabad

Dear Sir,

We wish to solicit our participation in Exhibition / Trade Show organized by MIG Media Neurons Ltd.. As the Exhibitor, I have read and agree to abide by the rules and regulations of the Exhibition / Trade Show, which are deemed part of this agreement. All our executives working / representing us at the Exhibition / Trade Show will be informed of and will abide by the Rules, Regulations, Guidelines, Terms and Conditions governing this Exhibition / Trade Show.

#### **Exhibitors Information**

Company Name		
Address	Phone	
	Fax	
	Email	
	Website	
Authority Name	Mobile	
Designation	Email	
Fascia Name		

	Participation Cost & Services ( As per Catalog / Website )		Booth No. ( Schedule 1 )		
Standard	Space		Per Sq. Mtr Charge @ Rs.	Total Space	Amount
X N	1trs =	Sq. Meters			
Executive	e		Per Person Charge @ Rs.	No. of Persons	Amount
Travel Pa	ckage				
Amount in	n Words				

ujarat

M@de

Customer Stamp & Signature

MIG Media Neurons Ltd. – Contract Form

India Business











#### **Details of Travelling Executives**

Executive 1	Details	Executive 2	Details
Name		Name	
Designation		Designation	
Passport #		Passport #	
Gender		Gender	
Mobile #		Mobile #	
Email		Email	

**Payment Schedule** 

Date	Amount	Date	Amount

**Cancellation Charges on Total Participation Cost** 

Before 60 till 30 Days of Event	50%
Before 30 till 0 Days of Event	100%

Documents Submitted ( To be filled by Organizer - Made In Gujarat )

Type of Document	Feedback	Type of Document	Feedback
Contract Form		SSI – MSME Certificate	
Terms and Conditions		Passport of each person	
Directory Information		6 Photo of each person	
Company Profile		Executive Forms for Travel	
Product Profile & Application		Payment Received	
Catalog Sets (10)		Payment Cleared	
Business Cards (10)		Cargo Details	

M@de Gujarat

Customer Stamp & Signature

MIG Media Neurons Ltd. – Contract Form

India Business









#### DIRECTORY INFORMATION

#### PARTICIPANT INFORMATION FOR DIRECTORY / CDROM

Company & Establishment Year	
Contact Person 01 with Designation	
Direct Phone – Cell Phone	
Direct Email	
Company Phone	
Company Fax	
Company Email	
Company Website	
Brand(s) Product Details and its Applications Services Details	

This document is legally binding and will form a contract between the Organizer and the Exhibitor. Having read, understood and agreed to the terms and conditions which are annexed with this contract and which form a part of this Contract and having signed/ initialed each page, we hereby contract for the space, as indicated above. We undertake to be bound by and observe and perform the enclosed terms and conditions and to pay all monies due as per the above payment schedule:

This contract must be signed by person authorized to represent on behalf of the Company by a valid Board Resolution which will be annexed herewith:	Space confirmed on behalf of Organizer :
Name :	Name :
Position :	Position :
Signature and Company Stamp :	Signature and Company Stamp :

M@de Gujarat

Customer Stamp & Signature

MIG Media Neurons Ltd. – Contract Form

India Business











Date :	Date :
Rules & Regulations - Terms and Conditions - Guidelines to be followed.	

## 1. Terms of reference:

The terms and conditions set out herein shall be read and construed as an integral part of the contract.

The term 'Exhibitor' shall include all employees, servants, agents or any person claiming to be authorised representative of a Company, Partnership, Firm, H.U.F or an individual to whom the space is allotted for the purposes of exhibiting;

The term 'Exhibition / Trade Show' shall mean the Exhibition / Trade Show(s) referred to in this application form; The term 'Organiser' shall mean MIG Media Neurons Ltd.;

The term 'Contract' shall mean the contract for Exhibition / Trade Show space at the Exhibition / Trade Show entered into between the Organiser and the Exhibitor, which incorporates these Rules and Regulations - Terms and Conditions.

#### 2. ALLOCATION OF EXHIBITION / TRADE SHOW SPACE:

- 2.1 The Organiser shall have the sole discretion of allotting the physical space to the Exhibitor for exhibiting its products and shall take into consideration the requirements, requests and products to be displayed by the Exhibitor. The Applicant shall give details of any special requirements at the earliest so as to enable the Organiser to make a suitable allotment.
- 2.2 The Organiser shall accordingly allot the physical spaces as opted for and as available with the Organiser as per the Schedule 1 hereunder. The allotment opted for in the Schedule I shall be final and binding on the applicant. The contents of Schedule 1 shall be read and deemed to be a part of this Contract
- 2.3 The Organiser's shall have the sole right and discretion of changing the allocation, location of the physical space if required and necessary for the effective and smooth conduct of the Exhibition / Trade Show and the decision of the Organiser in this regard shall be final and shall not be disputed. However, the Organiser shall ensure that the revised space allocation is not lesser than the space area already agreed for, unless an express request otherwise is made by the Applicant.
- 2.4 The entry/exit areas to the Exhibition / Trade Show as well as the location of the allotted spaces shall be decided by the Organiser. At the place of event, the Organiser shall not be bound to fulfil any requests for change of space allocation. The Applicant shall not be entitled to claim any compensation in this regard.

#### 3. USE OF EXHIBITION / TRADE SHOW SPACE:

- 3.1 The Exhibitor shall be given physical possession of its Exhibition / Trade Show space on \_\_\_\_\_\_ to set up the space for displaying its products. The Exhibitor should complete installations in the Exhibition / Trade Show space by \_\_\_\_\_.
- 3.2 The Exhibitor shall use the Exhibition / Trade Show space with utmost diligence and discipline without causing any sort of hindrance or obstruction to the Organisers, co-exhibitors, visitors, etc.
- 3.3 The Exhibitor shall be entitled to exhibit only those products which have been enlisted in **Schedule II** hereunder.
- 3.4 The Exhibitor shall be entitled to decorate his Exhibition / Trade Show space, but shall ensure that it does not obstruct or cause any inconvenience or nuisance to the Exhibition / Trade Show of his co-exhibitors. Any complaint received in this regard shall be decided by the Organiser and its decision in this regard shall be final. Any repeated acts of obstruction, inconvenience shall entitle the Organiser to debar the Exhibitor from participating in the Trade Show.
- 3.5 The Exhibitor shall not make any structural changes, paint any walls or alter any partitions in setting up his Exhibition / Trade Show space and shall not make any displays beyond the booth periphery.
- 3.6 The Exhibitor shall be responsible for maintain the cleanliness within the Exhibition / Trade Show booth and shall ensure that the premises are clean at all times.

Customer Stamp & Signature











- MIG Media Neurons Ltd. creative NEURONS working LOGICALLY !
- 3.7 At least one representative of the Exhibitor shall be present at all times in the Exhibition / Trade Show booth and the same shall not be left unattended at any point of time.

#### **TRADE SHOW VENUE & BOOTH :** 4.

- 4.1 The Exhibitor shall display items within its booth periphery. The Exhibitor shall follow and comply with the Rules and Regulations of Venue.
- 4.2 The venue rules and regulations shall be briefed or informed before the trade show by the Organizer.
- 4.3 The Exhibitor shall not use Loud Speakers and musical instruments at the venue. If at all the Exhibitor intends to use display systems, then the volume should be such that the same is restricted within booth of the Exhibitor. Playing of loud audio from your laptops / LCD or any other audio visual equipment is strictly prohibited.
- 4.4 The Organizer clarifies that Prohibited Goods like alcohol, fire crackers, are not permitted to be carried inside or used at the venue of Exhibition / Trade Show. The Exhibitor shall maintain neat and tidy ambience within the booth. The Exhibitor agrees that the Products / Exhibits must be placed at least 1 meter away from the boundary of open sides of the stand. No part of any exhibit should project out of the stand boundaries. The Exhibitor agrees that clustering or crowding of exhibits within the stands is not permitted.
- 4.5 The Exhibitor agrees that overall 33% of the stand space must be left free for movement of visitors. Information headphones are allowed, provided these are set up inside the stand at least 1 meter away from aisles. Exhibitors should not take support of any permanent structure in trade show hall for decoration.

#### 5. EXHIBITOR'S REPRESENTATIVES:

- 5.1 Each exhibitor shall designate at least one individual as the duly authorised representative to be in charge of installation, operation, and dismantling of exhibit. Said representative thereby accepts and assumes responsibility for the exhibit and shall be authorised to enter into service contracts as may be necessary and for which the exhibitor is responsible. Exhibitor representative/ contract shall receive all official correspondence from the Organiser and be responsible for communicating all information to appropriate individual.
- 5.2 Exhibits shall be staffed by qualified individuals who are bona fide company employees or legitimate representatives. The said representative of the Exhibitor shall conduct himself in a disciplined and courteous manner. The representative of the Exhibitor shall strictly abide by the rules, guidelines or instructions as given by the Organiser before or during the time of the show. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear professional attire consistent with the convention decorum.
- 5.3 The Exhibitor ensures the Organiser that the representatives of the Exhibitors shall abide by and observe all the prevalent Laws, rules and regulations of the Venue and Country. The Organiser shall not be responsible for any act of the representatives which tend to violate the prevalent Laws of the Venue and Country.

#### 6. DELIVERY AND SHIPMENT:

- 6.1 The Exhibitor shall be solely responsible for the delivery and shipment of the goods to be displayed at the venue of the Exhibition / Trade Show. The Exhibitor shall make the necessary arrangements for ensuring that the goods reach the venue on proper time and in proper condition at his own expense.
- 6.2 The Organiser may, at the request of the Exhibitor or of its own motion, agree to assist in arranging for the delivery and shipment of the goods to the venue of the Trade Show on behalf of the Exhibitor. However, all expenses in this behalf shall be borne by the Exhibitor, which shall be paid by the Exhibitor in advance. A separate agreement for the same may be entered into between the Organiser and the Exhibitor. The Organiser clarifies that the Organiser shall not be responsible for any loss or damage to the goods of the Exhibitor during such shipment and the Exhibitor shall be solely responsible for the same. The Organiser also clarifies that the Organiser shall not be responsible for any delay caused by the Shipping Company.

#### 7. INSURANCE, LIABILITY AND RISKS:

7.1 The Exhibitor shall be insure, indemnify and hold the Organiser and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject to as a result of loss or injury arising to any persons

ujarat

**Customer Stamp & Signature** 

MIG Media Neurons Ltd. - Contract Form

India Business











MIG Media Neurons Ltd. creative NEURONS working LOGICALLY !

howsoever caused while the said persons are upon or examining or passing the Exhibition / Trade Show stand or space, during the tenancy of the Exhibition / Trade Show. The liability or the risk of the employees, agents and exhibits shall be the responsibility of the Exhibitors.

- 7.2 All the Exhibitors shall insure, indemnify and hold the Organiser and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject to as a result of cancellation, postponement or partial opening of the Exhibition / Trade Show.
- 7.3 All Exhibitors shall obtain all-risks insurance from an insurance company of good standing. In addition, all Exhibitors shall obtain third party liability insurance from a local insurance company of good standing to cover all equipment and/or exhibits, whether or not such articles are their property.
- 7.4 The Exhibitor shall produce certified copies of the insurance policies obtained pursuant hereto.

### 8. <u>VISA :</u>

- 8.1 The Organizer shall process VISA for the Exhibitor as a part of the travel package or else if availed by Exhibitor.
- 8.2 The Exhibitor shall provide all necessary documents in time for VISA processing. The Exhibitor agrees to follow all the guidelines, rules and regulations pertaining to the VISA process from time to time. VISA fees are included in the fees paid to the Organizer.
- 8.3 The Exhibitor assures that the any Visa document submitted by them or the participant or the representative of the participant shall be true and correct. The Organizer shall not take any responsibility for incorrect/ forged submission of any document of the Exhibitor/ participant/ representative of the Exhibitor, It is further clarified that the Organizer shall not verify the veracity of the documents before submitting and therefore, the Organizer shall not be held responsible in any manner if false/ fabricated or forged documents are submitted.
- 8.4 The Exhibitor agrees that if any special arrangement or special fees are required to be made, then the extra cost incurred for the same shall be borne by the Exhibitor.
- 8.5 The Exhibitor shall submit the Passports for VISA at Organizer's office within the time limits mentioned herewith. After the VISA process is completed the Exhibitor shall collect the Passports from Organizer's Office. At the time of travel as per Immigration Rules and Regulations the passport shall be valid for 210 days from the date of departure. In case of E-VISA, the Organizer shall deliver VISA on official email id mentioned in contract form. Passports for VISA shall be submitted within 5 Days after acceptance of this Contract. Type and Period of VISA shall depend on rules and regulations of the respective VISA authority in respective country. The VISA formalities, VISA process and Immigration process is stringent, each and every delegate is required to follow the process as per the Rules and Regulations of the respective country.
- 8.6 The Exhibitor agrees that it shall be the prerogative of the Organizer to select the date and time for US visa for all the participants.
- 8.7 The Exhibitor agrees that that the Exhibitor/ participant/ representative of the Exhibitor fails to produce the required documents at the time of interview and the visa application of such a candidate gets rejected, then the Organizer shall not refund any amount to the Exhibitor, including the booth fees.
- 8.8 The participant/representative of the Exhibitor shall have to prepare themselves for the Visa interview to the satisfaction of the Organizer. If the Organizer feels that the participant/ representative of the Exhibitor is not well prepared for the interview, then the such a person shall not be allowed or permitted to attend the US Visa interview.
- 8.9 In case of rejection of visa, the refundable booth amount shall be returned to the Exhibitor within six months.

### 9. AIR TICKET :

- 9.1 The Exhibitor agrees that the Exhibitor's representative/ participant shall travel to the US only on the package provided by the Organizer. The Exhibitor shall have to pay for the package in advance and only thereupon, the Passport of the participant/ representative of the Exhibitor shall be returned to the Exhibitor.
- 9.2 The Exhibitor agrees that once the flight tickets are booked, no changes will be made thereafter by the Exhibitor. If at all there are any changes, then the cost incurred to carry out such a change and the cost incurred by the Organizer due to such change/cancellation made by the Exhibitor shall be borne by the Exhibitor.
- 9.3 The Organizer clarifies that the Air Tickets are subject to availability in any of the Air Liners. The Organizer clarifies that the Organizer is only bound to provide Return Air Tickets. Once the Air Tickets are booked, no refunds / exchange with other person will be made.

Customer Stamp & Signature













MIG Media Neurons Ltd. creative NEURONS working LOGICALLY !

- 9.4 Passenger / Travelling Delegates name is required to submitted / spelled correctly as per the passport. Organizer is not liable for any kind of discrepancy arising because of mistake in name of delegate. Air Tickets will be of Economy Class.
- 9.5 If the representative of the Exhibitor misses the flight due to any reason, then the organizer shall not provide another air ticket or make any arrangement for the travel of those representatives. The Exhibitor shall have to manage the travel needs of its executives in such case /event.

#### 10. DOCUMENT SUBMISSION :

10.1 The set of Documents which are required to be submitted by the Exhibitor are mentioned in Contract Form along with the submission dates. The Exhibitor shall be required to submit the same as mentioned and specified therewith without fail.

#### 11. PAYMENTS :

- 11.1 The Exhibitor shall be bound to make the payments to the Organizer on acceptance of the participation form by the Organizer. All the payments are required to be made in favor of "MIG Media Neurons Ltd." or "Media Neurons". The Exhibitors agrees that the Exhibitor shall pay 75% of the Total Participation Cost, as Advance at the time of signing of this agreement. The Exhibitor assures that the Exhibitor shall make the remaining payment of 25% of the Contract amount before 60 days from the date of Exhibition / Trade Show.
- 11.2 Participation received within 60 days of the Exhibition / Trade Show opening dates is Non Refundable in any circumstances.

#### 12. SUBSIDY CLAIM :

- 12.1 Subsidy is available as per the Scheme of Government, Rules and Regulations applicable hereunder from time to time. Please refer following url website for the same. Organizer agrees to provide necessary support and documents to claim the subsidy. Subsidy clearance is subject to Proper Documentation and its submission as per the prevalent Government Rules and Regulations.
- 12.2 Organizer has announced this scheme as per the information available from the Government. The Organizer shall not be responsible for the delay or cancellation of said subsidy benefit before or after submission of documents for availing such subsidy from the Government.

#### 13 ACCOMMODATION:

- 13.1 The Organizer agrees to provide accommodation on twin sharing basis in a 3 star or equivalent hotel. As it is twin sharing, partner in the room shall be random in case the Exhibitor or its representative is travelling alone or the representatives of the Exhibitor shall be allotted the same room.
- 13.2 In case a female representative, the Organizer shall be informed at least a month in advance so as to enable the Organizer to make necessary arrangements and allocation of rooms accordingly.
- 13.3 The Exhibitor needs to follow and comply with the rules and regulations of Tour Operator and the Hotel. The Organizer is bound to provide only Accommodation. The Exhibitor or its representatives shall be liable to pay any kind of extra charges incurred by them like, laundry, Wi-Fi, bar, restaurant bills, personal care facilities like swimming pool, spa or for any other facility utilized by them, which is not already paid for by the Organizer or does not form a part of the package offered by the Organizer, shall be borne by the Exhibitor and the accounts for the same shall be settled by the Exhibitor or its representatives before 24 hours of checking out of the Hotel.
- 13.4 The Exhibitor agrees that any damage caused by its representatives to property / hotel shall be borne by the Exhibitor or its representatives.
- 13.5 The Exhibitor or its representatives agrees that outside guests are strictly not permitted inside the hotel / property.
- 13.6 The Organizer clarifies that in case of large group of delegates, accommodation will be distributed in more than 1 hotel.

#### 14. <u>FOOD:</u>

- 14.1 The Organizer shall provide Indian Vegetarian Meals, which will be served daily as Breakfast, Lunch and Dinner. Breakfast will be at hotel. Lunch might be at hotel or venue, depending on the arrangement and situation. Dinner might be at Hotel or sightseeing place.
- 14.2 The Exhibitor assures that their representatives shall co-operate with the Organizer and shall maintain timings for all the 3 meals. If at all the representative of the Exhibitor misses any meal or skips any meal, then the Organizer shall not be responsible to make alternative arrangements or reimburse the same or re-arrange the same.

Customer Stamp & Signature











14.3 The Exhibitor agrees that since the participants are travelling in the foreign country, the taste of the food might vary/differ. The Exhibitor or its representatives agree that they shall adjust with the same.

#### 15. PACKAGED DRINKING WATER:

15.1 One Liter of packaged drinking water will be supplied to each executive/ representative of the Exhibitor per day. Excess water will be chargeable at the Marked Retail Price or at the price on which the bottle of water has been bought by the Organizer.

#### 16. LOCAL TRANSPORTATION:

- 16.1 The Organizer will provide Airport Hotel Airport Transfers in a Van or a Bus on sharing basis. The Organizer shall also provide Hotel Venue Hotel transfers in Van or Bus on sharing basis.
- 16.2 The Organizer shall also provide Sightseeing tours in Van or Bus on shared basis.
- 16.3 The representative of the Exhibitor has to maintain timings as announced or informed during the whole tour. If the Exhibitor or its representatives skips/ misses the bus / van, then the Organizer is not responsible to re-arrange the same or reimburse the cost for the same.

#### **17.PARTICIPATION CHARGES**

17.1 Participation charges includes:

- A. Prefabricated stall with the standard facilities (As mentioned in contract form).
- B. Travel package for 2 Delegates (As mentioned in contract form).
- C. One entry in participant directory.
- D. Exhibition / Trade Show Catalogue: For compiling Exhibition / Trade Show catalogue, Exhibitor's name will be entered in the catalogue free of charge. The catalogue will be compiled on the basis of information provided by Exhibitors in the Contract forms. Exhibitors will be entitled to free copy of the Exhibition / Trade Show catalogue.

17.2 Organizers will arrange for general conservancy of the aisles within the Exhibition / Trade Show halls, public places etc. Exhibitors are responsible for the cleanliness of their stands for which they may hire conservancy staff at their own cost from the approved agencies only. Refuse generated from the stands could be placed in bins on the adjoining aisals which will be suitably disposed off by the organizers conservancy staff.

#### 18.SALE OF EXHIBITS :

18.1 The retail and the cash sale are not allowed during the Exhibition / Trade Show. However, negotiations for sale may be conducted.

18.2 Removal of any exhibit during the Exhibition / Trade Show period is also prohibited.

#### 19. HANDLING OF EXHIBITS - CARGO, CUSTOMS AND IMPORT:

19.1 Services for handling, clearing and forwarding of exhibits would be available at the Exhibition / Trade Show grounds at extra cost. The organizer would appoint clearing and forwarding agents for the said event who would assist in handling and completing customs formalities, if required. Exhibitor would be required to contact them directly for such assistance.

19.2 Movement of exhibits in the Exhibition / Trade Show grounds by agencies other than the official clearing and forwarding agents is prohibited. Organizer is not responsible for any damage, loss caused by freight forwarding agency.

#### 20. STANDS COMPLETION :

20.1 It is compulsory to complete the exhibits and decoration work before 9.00 pm on 1 Day before the first day of Exhibition / Trade Show.

20.2 The Exhibitors will be permitted to dismantle the Stands only after official closure of the Exhibition / Trade Show. Dismantling and restoration of the flooring must be completed no later than the event closing date positively. Thereafter, organizers shall be at liberty to remove and store goods until claimed by the Exhibitor. All costs of REMOVAL, storage and their risk of theft, loss or damage shall be borne by the Exhibitor.

#### 21. POSTPONEMENT / CANCELLATION OF EXHIBITION / TRADE SHOW :

21.1 If the Exhibition / Trade Show is abandoned, cancelled or suspended in whole or in part by reason of war, fire, natural calamity, national and international emergency, election, labor dispute, riots, strike, the non-availability of venue

Customer Stamp & Signature













or any other cause or reason which is not within the control of the Organizer, then the Organizer reserves the right to change the opening dates, duration or even cancel of the entire Exhibition / Trade Show. In such an event, the Organizer may at their entire discretion, repay the rental paid by the Exhibitor or part thereof, after deduction of the proportionate costs already incurred by the Organizer

21.2 The Exhibitor agrees that the in case change of date, venue, suspension and/or cancellation of the Exhibition / Trade Show for the reasons which are beyond the control of the Organizer, then the Exhibitor or any person claiming through him shall not hold the Organizer responsible for any loss or dame incurred by the Exhibitor and the Organizer shall not be liable in respect to any actions, claims or losses to or by the Exhibitor.

#### 22. DOCUMENT SUBMISSION :

22. 1 The Contract form which are incomplete or not accompanied by the appropriate remittance and/ or enclosures shall not be considered.

22.2 The Organizer clarifies that by merely submitting the Contract/ Participating Form, no right whatsoever will accrue in favor of the Applicant to participate in the Exhibition / Trade Show. It is the sole discretion of the Organizer to accept or deny participation to any Applicant without disclosing reason thereof.

22.3 The advance amount paid with the application will be refunded if the application is rejected by the Organizer. However, cancellation / reduction / withdrawal of application by the Exhibitor would be subject to cancellation charges. The Organizer shall be authorized to cancel admission if the participation is based on incorrect criteria or information or if an Exhibitor no longer satisfies the criteria for admission.

#### 23. INAUGURATION :

23.1 Event shall be inaugurated by some dignitary of the respective country. During the inauguration ceremony, the Exhibitor or at least one representative of the Exhibitor should assemble at the place of inauguration in venue.

23.2 The Exhibition / Trade Show would commence after the inauguration ceremony. The Inaugurating dignitary may visit any booth of his/her choice and at that time the booth should be managed properly by the Exhibitor with information and products.

#### 24. MEETING ROOMS AT EXHIBITION / TRADE SHOW :

Meeting Rooms at Venue are available on prior written request. Request should be submitted to the Floor Manager during the event at least before 4 hours of the requirement. Meeting rooms are subject to availability with extra cost if applicable.

#### 25. VIP LOUNGE AT EXHIBITION / TRADE SHOW :

VIP Lounge at Venue is for Organizer's internal purpose and the visiting dignitaries. Exhibitors are allowed on invitation only.

#### 26. CANCELLATION OF PARTICIPATION :

Cancellation of Participation is subject to charges as mentioned in the contract form. Cancellation is required to be submitted in writing with due and valid reasons.

#### 27. <u>CARGO :</u>

Handling of exhibits, customs and import: Services for handling, clearing and forwarding would be available at the Exhibition / Trade Show grounds at extra cost. The organizer would appoint clearing and forwarding agents for the said event who would assist in handling and completing customs formalities, if required. Exhibitor would be required to contact them directly for such assistance. Movement of exhibits in the Exhibition / Trade Show grounds by agencies other than the official clearing and forwarding agents is prohibited. Organizer(s) is not responsible for any damage, loss caused by freight forwarding agency.

#### 28. BUSINESS SUPPORT SERVICES :

Any kind of business support services like Foreign Currency Exchange, Photocopy, Phone, Internet, Courier, Parcel, Printing, etc charges are to be borne by customer on their own.

#### 29. EXHIBITION / TRADE SHOW SUPPORT SERVICES AND EXHIBITION / TRADE SHOW EXTRA REQUIREMENTS :

Customer Stamp & Signature

MIG Media Neurons Ltd. – Contract Form 10

India Business









29.1 Any kind of rental or purchase charges of Exhibition / Trade Show Display systems, Racks, Shelf, Lights, TVs, LCDs, Laptops etc are to be borne by customer on their own.

29.2 **Electricity**: The organizer will provide electricity point at a suitable place in the stall. Internal distributions to the machinery / equipment will have to be arranged by the Exhibitor's electrical contractor at their own cost. Water and Compressed Air if available in the venue shall be charged extra as per the venue norms.

#### 30. PHOTOGRAPHY AND VIDEOGRAPHY :

30. 1 Organizer reserves the right to shoot any of the Exhibitors products displayed and the Exhibition / Trade Show booth. Organizer can use, re-use, produce and re-produce any photograph or video in any format for its internal use and purposes. Organizer can use, re-use, produce and re-produce any of the Exhibitor marketing co-lateral in any format for its internal use and purposes.

#### 31. DAMAGES :

31. 1 Damages to the Exhibition / Trade Show ground: Cost of damages / losses caused to the prefabricated stands and accessories provided with such stands, or to the Exhibition / Trade Show halls, fixtures and fittings of the hall due to lapses on the part of the Exhibitor or its representatives shall be borne by the Exhibitor themselves. Organizers would have the full authority to decide the cost of damages and enforcement of this rule as deemed fit towards recovery of such damages, cost of which should be paid by the Exhibitor before leaving the Exhibition / Trade Show premises.

31.2 Organizers are not liable in any form for any loss or damage to Exhibitor's property at the Exhibition / Trade Shows site or injury to their personnel and visitors. Exhibitors agree to refrain from making any claim on the organizers and indemnify claims if any by third party arising out of exhibitor's conduct. All disputes will be subject to Ahmedabad jurisdiction.

31.3 Organizers will have the right to decide on the fulfillment of the above guidelines and the authority to demand removal / change of anything that is not according to these guidelines. Decision of the organizers in this regard will be final and binding.

#### 32. INSURANCE :

Against all ascertainable risks from transportation to display and removal should be done by the exhibitors at their own cost. Organizers will in no way be responsible. Participants will insure their exhibits against loss, damage, theft, fire or any cause whatsoever. They will also ensure third party insurance cover for the total duration. Organizer will make general security arrangements. However, participants will be responsible for the exhibits and the stall. This would, however, not cover insurance of individual stalls. Exhibits or any other material in the stands. Exhibitors are advised to insure their exhibits and other material separately. Third party insurance accident, insurance of exhibitor's personnel, handling damage insurance etc. will be the responsibility of the exhibitors.

#### 33. MEDICAL SERVICES :

The Organizer shall use Medical Emergency Services available at the Venue. But any medical complicacy arising to any of the Exhibitor's personnel, customer or visitor shall be his / her own responsibility. The Organizer shall do its best to assist the sufferer but shall not be held at all responsible in any circumstances.

#### 34. FORCE MAJEURE:

If the Exhibition / Trade Show is abandoned, cancelled or suspended in whole or in part by reasons which are inclusive of but not restricted to war, fire, any natural calamity, national and international emergency, elections, labor disputes, riots, strike, non-availability ground/ venue or any other cause or reason not within the control of the Organizer, then the Organizer shall be under no liability in respect of any actions, claims or losses initiated or incurred by the Exhibitor. The Exhibitor agrees that the Organizer shall not be liable to return any amount if the Exhibition / Trade Show is not held for any reason. However, the Organizer agrees that the organizer shall provide a booth and all the other facilities which the Exhibitor was to avail in the present Exhibition / Trade Show, in the next Exhibition / Trade Show to be held at the same venue. However, if the Exhibitor insists on refund of booth fees, then the same shall be refunded not earlier then 6 months from the date of the Exhibition / Trade Show.

#### 35. INDEMNIFICATION:

Customer Stamp & Signature











35. 1 Each party shall indemnify and hold harmless the other party, its corporate affiliates and their officers, directors, employees and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys and experts fees) resulting from a party's failure to perform in accordance with any of the terms and conditions of this Agreement; provided , however, that (a) the party to be indemnified ("Indemnified Party") notifies the other party promptly of any such claim, and (b) such claim is not attributable to any negligent or willful act or omission be the Indemnified Party, its corporate affiliates, or any of their officers, directors, employees, or agents. The other party shall afford the Indemnified Party the opportunity to defend or participate in the defense of such claim. The other party shall make no settlement of an indemnified claim specifically naming or directly affecting the Indemnified Party without the Indemnified Party's prior written approval. This Clause shall survive the termination of this Contract.

#### 36. EXHIBITORS KIT :

36. 1 Exhibitor's kit shall comprise of Exhibitors Pass (2), Manual (1), Directory (1), Memento (1) and other necessary documents and coupon vouchers of Transport, Food and Sightseeing.

#### 37. PAYMENTS AND TIME SCHEDULES:

37.1 Timely payment is the essence of the Contract. In case of Exhibitor fails to meet payment schedule on given dates, Organizer reserves its right to cancel the participation & stall booking and the same will be in accordance with the applicable rules and regulations of the cancellation.

#### 38. SIGHT SEEING TOURS :

38.1 The Organizer may arrange for sightseeing tours for the Exhibitors and/or its representatives. The Organizer shall make best endeavors to see to it that all prominent sight seeing spots in respective country are covered. However, due to paucity of time or for any other reason / cause, if the Organizer is not able to cover any particular sightseeing spot, then the Exhibitor shall not have any right to claim any refund or damages for the Organizer.

38.2 All the entry charges, photography fees or personal leisure and enjoyment fees at any particular spot shall be borne by Exhibitor.

#### **39 ARBITRATION**

Any disputes arising hereunder shall be resolved by arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996 as per the Laws of India and the seat of Arbitration shall be Ahmedabad city of Gujarat State in India. The arbitration proceedings shall be conducted by a sole arbitrator appointed by the Organizer.

#### 40. GOVERNING LAW

The present Contract shall be governed by the Laws of India and shall be read and enforced accordingly and the Courts at Ahmedabad shall have jurisdiction in respect hereof. However, in the event the Exhibitor commits any breach of law of the country/place where the Exhibition / Trade Show is conducted, then any dispute, claim or liability arising owing to such breach shall be the sole responsibility of the Exhibitor and no claim, action, dispute or liability in respect of the same shall be made against the Organizer and the Exhibitor shall at all times keep the Organizer indemnified against the same.

#### 41. GENERAL TERMS AND CONDITIONS :

41. 1 Organizer reserves the right to reallocate space, change the layout, add or delete corridors in space plans, which may affect the orientation of the some exhibitors. The decision of the Organizer shall be final and binding. The Organizer also reserves rights to turn down applications for participation or even deny participation to exhibitors already confirmed.

41.2 All participants shall make the full payment before 60 Days of the Event. The booking of the stall / open space is liable to be cancelled if full payment is not received by the above date. In case the booking is cancelled by the exhibitor, booking amount paid shall stand forfeited. The exhibitor will not be allowed to organize concurrent show along with organizers event. The organizers will do their best to ensure supply by the authorized contractors, but shall in no circumstance the organizers will be responsible if such services cease to exist due to loss or damage.

#### **General Discipline :**

Customer Stamp & Signature













Customer shall maintain good ambience and discipline during the whole tour and Exhibition / Trade Show. Customer shall keep own self away from any kind of legal and discriminating act or behavior of any sort. Customer shall be the only responsible person for any kind of law infringement or dishonor of any such law, rules, regulations, prohibitions and the consequences arising out of such behavior. Customer shall be the only and solely responsible for consequences arising out of lapses made by own self and its damages. Organizer might not be able to help the customer to find way out in any of the ways in such kind of act or behavior. Customer shall keep own self away from the opposite gender and maintain good distance to avoid any kind of bad consequences. Customer should be careful while clicking photographs or shooting videos in public, customer should take care that ladies / women are not in photo frame while shooting.

I have read and understood the Rules & Regulations - Terms and Conditions - Guidelines mentioned above. I explicitly agree to follow and comply with same. In case customer fails to do so Organizer has the rights to take appropriate action.

Date

**Authority Name** 

Signature with Company Rubber Seal

MIG Media Neurons Ltd. – Contract Form

India Business



