



JO Group
Pte Ltd

We Change How Retail Works

Exhibitor Agreement Terms and Conditions

The following terms and conditions shall apply to persons, firms or companies (each of which is herein called the 'Exhibitor') applying for rental of Exhibit Space(s) from **JO Group Pte Ltd** (herein called the 'Organiser') for the holding of any promotion, exhibition, fair or show (herein called the 'Show').

1. Exhibitor is required to have competent personnel in charge of his/her exhibit throughout the Show.
2.
 - a) Exhibitor must use Space provided and designated by the Organiser.
 - b) All exhibit activities must be contained within the Exhibitor's Space.
 - c) It is agreed that assigned Space is final and may not be changed once the Show is open, except at the request of the Organiser.
 - d) Exhibitors shall not sell, transfer, assign or sublet to a third party their rights thereunder to their Exhibit Space or any portion thereof, unless written permission is given by the Organiser.
3. Exhibitor must submit for approval to the Organiser a detailed list of all products to be sold/displayed. In its sole discretion, the Organiser reserves the right to prohibit the sale/display of any particular product/item. Exhibitor shall not add to this list without the prior consent of the Organiser.
4. Exhibitor must set-up his stall on the stipulated set-up time and to be completed before the official opening of the show. Exhibitors will not be permitted to dismantle exhibits prior to the official closing time of the Show. Exhibitor must strictly adhere to the show operations hours. If Exhibitor opens late or closes early or fails to operate on more than 1 occasion, the Organiser has the right to evict the Exhibitor from the show with no refund of rental.
5. No sales exclusivity on type of merchandise is extended to any Exhibitor.
6. The Exhibitor must ensure that the Space is kept clean at all times and is responsible to dispose of all rubbish and waste generated from the Exhibitor's use of the Space daily, or such frequency as may be required by the Organiser, the management or the owners of the Show Building.
7. The Exhibit Space(s) must be cleaned, and all floor stains and rubbish must be removed within one (1) day from the last day of the Event before handing over. The Exhibitor shall make good any damage or loss caused to the Space or any part of it within 7 days of such damage or loss occurring. Failing which, the Organiser will proceed with the cleaning/removal and/or make good the damage or loss, at the Exhibitor's cost and expense and shall be paid within 7 days from the Organiser's written notice.
8. The Exhibitor shall not at any time obstruct any escalators, staircases, lift doors, fire escape doors, toilet doors, corridors, entrances and/or exits of the Show Building or the shop fronts of the tenants of the Show Building. Subject to the Organiser's and Show Building Management's approval, the height of any display put up by the Exhibitor shall not exceed 1.5 metres or obstruct the view of shops front signage's and /or window display and stage performance.

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9. All sales Exhibitor makes at the Show shall be in compliance with all state laws and regulations, including all intellectual property laws. In the event of a breach of this covenant, Exhibitor shall indemnify Organiser for all costs of claims resulting from failure to comply with these requirements, including reasonable attorney's fees.
10. Exhibitor shall abide by and observe all state laws, ordinances, rules and regulations, all rules of the Show Building, all union regulations, and shall obtain all necessary permits or licenses at Exhibitor's cost, including but not limited to complying with any tax regulations.
11. Should the Exhibitor requires any usage of power point, the Exhibitor may obtain further details from the Organiser with the approval from the management or the owners of the Show Building. Usages of these power points are subject to availability. No electrical apparatus or fittings of any kind shall be attached to or used in conjunction with existing ones without prior approval of the Organiser, the management or the owners of the Show Building.
12. In the event Exhibitor violates any of these terms and conditions, any document presented to the Organiser shall have been determined to be false or misleading, or in the event the Organiser in its sole discretion deems Exhibitor's actions or displays to be not suitable to or in keeping with the character of the Show, the Organiser shall have the right to prohibit, close, correct, remove, or eliminate any exhibit, part of exhibit, sign, card, printed matter, souvenir, catalogue, or other thing, circumstance, conduct or action. Any Exhibitor who violates any of the terms and conditions herein shall not be entitled to any refund or any part of any fee, and is subject to being refused or Jose all future rental privileges.
13. The Organiser, the management or the owners of the Show Building are not responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Show, or during set-up or dismantling. Exhibitor understands and agrees that the Organiser and/or the Show Building Management's security service is a presence to inhibit theft. The Organiser, its agents, and official suppliers neither offer nor accept responsibility of any kind for Exhibitor's merchandise or equipment.
14. Exhibitor agrees that the Organiser, the management or the owners of the Show Building or any of their officers, agents, employees or other representatives shall not be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or of Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause, including the Organiser's negligence.
15. Exhibitor agrees that the Organiser, the management and owners of the Show Building will not obtain any insurance against such damage, loss, harm or injury to any person or property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor.
16. Exhibitor agrees to indemnify, defend, protect, hold and have harmless the Organiser, the management and the owners of the Show Building against and from any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature including, but not limited to subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to

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act on Exhibitor's part or on the part of any Exhibitor's officers, agents, employees or other representatives, including but not limited to, claims of damage or loss to the Organiser and/or Show Building property, or from or out of any damage, loss, harm or injury to the person or any property of the Exhibitor or any of Exhibitor's officers, agents, employees or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent or trademark.

17. Exhibitor agrees to obtain and maintain, during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability coverage, for the purpose of covering Exhibitor's obligations as set forth in Paragraph 16 above. Such insurance shall be in an amount of not less than \$1,000,000 combined single limits for bodily and personal injury and for property damage. Exhibitor shall provide certificates of insurance evidencing the coverage to Organiser prior to use of the exhibition premises.
18. The Exhibitor hereby agreed that the rental should be for a minimum period of seven (7) days; or otherwise stated on the Rental of Exhibit Space Agreement. Space is reserved on first-come-first-serve basis, no exceptions. If Space is no longer available, the Exhibitor will be placed on a waiting list.
19. No rental is considered final until all Rental fees are paid in full. A *minimum of 50%* of the exhibit fee is due as a *non-refundable deposit* to the Organiser to book and secure the Exhibit Space. The deposit is payable, along with a signed Rental of Exhibit Space Agreement. Full payment must be made, no less than 14 working days prior to the Show. Cheques shall be crossed and made payable to "*JO Group Pte Ltd*". If full payment is not received on time, the Organiser will treat it as cancellation and any payments Exhibitor has already made will not be refunded.
20. If Exhibitor desires to withdraw or cancel this Rental Agreement, Exhibitor may only do so by giving notice thereof in writing sent to Organiser by Certified Mail, Return Receipt Requested. In such event, Exhibitor will continue to be liable for 100% of the total exhibit fee unless the written notice of cancellation is received by the Organiser postmarked no later than 14 working days from the commencement date of the Show. The date of cancellation shall be the date the Organiser receives the notice sent by the Exhibitor by Certified Mail.
21. The Organiser, the management and owners of the Show Building have the right to terminate the Exhibitor's usage of the Space at any time in the event that Space is required for alternative uses. In the event of such termination, any usage cost already paid by the Exhibitor for the unexpired period shall be refunded free of interest to the Exhibitor within 14 days.
22. There will be a \$20.00 additional charge for all returned cheques.
23. If events beyond the control of Organiser, such as acts of God or civil disturbances materially affect Organiser's ability to conduct the Show, this Agreement may be terminated by Organiser without prejudice.
24. Organiser reserves the right to cancel any bookings at its absolute discretion.
25. The Organiser reserves the right to modify or add to the Terms and Conditions stated herein and such modification and/or additions shall take effect as though originally included.

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