



**APPLICATION & AGREEMENT FOR
EXHIBITION STAND GEORGE OLD
CAR SHOW 2019**

Organised & Hosted by the

Southern Cape Old Car Club

P.O. Box 1749, George, 6530

Hereinafter referred to as "The Event Manager"



Name of Business / Contractor / Exhibitor	
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Hereinafter referred to as "The Exhibitor" - with Business details as follows:

Business Type					
Reg. No:		VAT No:			
Tel		Fax		Cell	
Postal Address					
Town		Province			
Postal Code		Email			
Person Responsible For Payment		Full Names			
Designation					

BOOKING DETAILS

Exhibition to be held from 09 February 2019 until 10 February 2019

What will you be displaying / selling?	
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No:	Stand Category	Size	Rate	# Of Stalls Required	# of Week-end Tickets	Total
1.	New Motor Vehicles	12m x 18m	R 3,000-00		4	R
2.	Motor Bikes	6m x 6m	R 675-00		2	R
3.	Motor Related	6m x 3m	R 500-00		2	R
4.	Swop Meeting	5m x 5m	R 500-00		2	
5.	Flea Market	3.5m x 3.5m	R 420-00		2	R
6.	Food Stall	5m x 3.5m	R 3,000-00		3	R
7.	Beverages / Ice Cream / Biltong, Pancakes etc.	5m x 3.5m	R 710-00		2	R
Total Payable						R

1. INTERPRETATION

The clause headings of this agreement have been included for ease of reference and shall not be taken into account in the interpretation of the clause contents.

- 1.2 In this agreement, unless inconsistent with or otherwise indicated by the context:
- 1.2.1 "the/ this agreement" means this Exhibition Agreement together with any annexures or schedules hereto;
 - 1.2.2 the "Event Manager" means the Southern Cape Old Car Club, also referred to as the "SCOCC";
 - 1.2.3 "exhibition" or "promotion" means the promotion or exhibition of merchandise in the exhibition space by the Exhibitor;
 - 1.2.4 "exhibition space" means the area rented by the Exhibitor from the Event Manager for purposes of the exhibition and/ or promotion for the period recorded in the Exhibition Stand Booking Application Form;
 - 1.2.5 the "exhibitor" shall mean any natural person, company, close corporation, trust, partnership or other entity signing the agreement, whether they have separate legal personality or not;
 - 1.2.6 "the exhibition fees" means the fees payable by the Exhibitor to the Event Manager as set out above;
 - 1.2.7 any one gender shall include the other gender;

Initials:

- 1.2.8 the singular shall include the plural and vice versa;
- 1.2.9 a natural person shall include a juristic person and vice versa;
- 1.2.10 "the signing date" means the last date recorded on this agreement and on the signature page as provided for herein;

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2. **USE OF EXHIBITION SPACE**

- 2.1 The Event Manager makes available the exhibition space to the Exhibitor who 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 Application Form, and in accordance with the terms of the Agreement.
- 2.2 The Exhibitor acknowledges and agrees that he/ she shall assume sole responsibility and liability for the safety of any one of its employees, invitees, clients, visitors, agents and or sub-contractors, attending his/ her exhibition.

3. **PAYMENT OF EXHIBITION FEES**

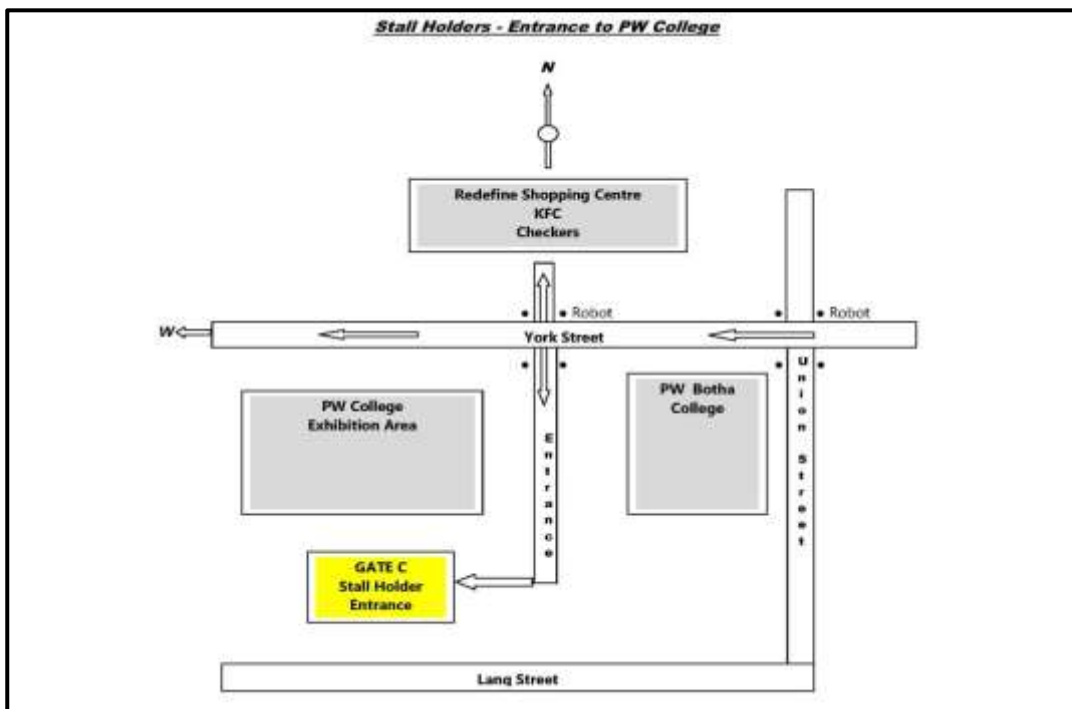
- 3.1 The Exhibitor shall, upon signature of this agreement, pay the total cost of the Exhibition Stand as per the Application & Agreement Form to the Event Manager and ONLY into the following bank account of the Event Manager, said bank coordinates being:-

Name of Bank: ABSA
Name of Account: Southern Cape Old Car Club
Account Number: 0890 167 551
Branch Code: 635002
Deposit Reference: YOUR BUSINESS & EXHIBITION NAME

- 3.2 Exhibitor must send confirmation of payment via email to finance@scocc.co.za. Electronic transfers are only confirmed when payment reflects on the bank statement of the Event Manager.
- 3.3 The Exhibition fee is a non-refundable payment. Should the show or any part thereof be cancelled for any reason whatsoever, or should the exhibitor be unable to participate, this fee remains non-refundable. In this instance, the Exhibitor acknowledges and agrees that it shall have no claim of any nature whatsoever against the Event Manager, its owners, agents, marketing agents, staff, representatives, volunteers and /or management;

4. **THE EXHIBITION - TERMS, CONDITIONS AND REGULATIONS:**

- 4.1 The Exhibitor will not exceed the marked boundaries of the allocated exhibition area allocated to the Exhibitor;
- 4.2 The Exhibitor will not be allowed to move to any other stand during the Show, without the express written consent of the Event Manager;
- 4.3 The Exhibitor must have a fully operational and serviced fire extinguisher in his/ her or its exhibition stall at all times;
- 4.4 **Food stall owners MUST be in possession of a health certificate.**
- 4.5 Service vehicles will be required to park outside in the public parking area, without exception;
- 4.6 Stands must be erected on Friday 08 February 2019 from 12:00 to 18:00 (to allow for inspection and approval)
- 4.7 **Show Times:** Saturday: 09 February 2019 - 7:00 to 18:00
Sunday: 10 February 2019 - 8:00 to 13:00
- 4.8 **NO stall owners allowed on site before:**
12:00 noon and after 18:00 pm on the Friday
06:00 am and after 18:00 pm on the Saturday
07:00 am on the Sunday - No security will be on site after the show and all risk is on the exhibitor to remove all exhibition material / equipment.
NB: THIS RULE WILL BE STRICTLY ENFORCED!
- 4.9 Sleeping, camping, fires or braai units are not allowed on site;
- 4.10 Entrance to the site will only be allowed from the York Street Entrance as indicated on the map below:



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- 4.11 No Vehicles or Quad Bikes may be driven within the show confines, other than to participate in the Parade;
- 4.12 Exhibition sites are allocated on a first come first served basis, and upon payment having been received by prospective Exhibitors;
- 4.13 Any Exhibitor without an entrance ticket will not be allowed access to the show grounds. Entrance tickets will be available to purchase at an additional cost:

Per Person	Saturday	Sunday	Weekend
Adults	R60 - 00	R25 - 00	R70-00
Pensioners	R45 - 00	R20 - 00	R50-00
Children	R25 - 00	R15 - 00	R30-00

- 4.14 The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times;
- 4.15 All exhibitions must comply with the Occupational Health and Safety Act, 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 the Event Manager. All claims by the public for loss or injury will have to be borne by the Exhibitor. The Event Manager, its members, 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. It is specifically recorded herein that the Event Manager will entertain no claim for public liability, losses or damages at any time or for any reason. The Exhibitor will ensure that he/ she has procured any applicable and or Public Liability Insurance, prior to participating as an exhibitor to the public. The Exhibitor must provide proof of such insurance to the Event Manager prior to the setting up and or establishment of the exhibition stand by the Exhibitor. It is further also recorded that the Event Manager may at any time, request the Exhibitor to provide proof that its Public Liability insurance is current and paid in full. The Exhibitor hereby irrevocably indemnifies the Event Manager from any claim of whatever nature directly or indirectly resulting from the exhibition or occupancy of the exhibition space;
- 4.16 All exhibitions are subject to inspections by the Event Manager, at any time. No such inspection shall be refused for any reason;
- 4.17 Although the Event Manager has arranged for a security company to patrol the site at night, the Event Manager will not be held liable for any loss or damage experienced during the exhibition time period;
- 4.18 Exhibitors shall repair any damages to the stand areas (if and when applicable), whether they or any person visiting their stand caused such damages;
- 4.19 The Event Manager (or its official representatives) reserve the right to cancel, or relocate any exhibition and may ask any Exhibitor to change or remove any exhibition material at any time;
- 4.20 The Event Manager shall at all time "reserve the right of admission" to the show grounds;
- 4.21 The Event Manager gives no warranty that the exhibition space is suitable for its intended purpose;
- 4.22 Exhibitors undertake to ensure that their staff and contractors are familiar with the Rules & Regulations as set out in this agreement and or the application form, whichever may apply;
- 4.23 The Event Manager 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;
- 4.24 No alcohol may be brought into the PW Botha High School grounds, which also serves as the show grounds.
- 4.25 No indecent behaviour will be allowed, and the Event Manager reserves the right to immediately remove offenders from the show grounds;
- 4.26 No loud music or excessive revving of engines is allowed in the exhibition area;

5. GENERAL

- 5.1 Validity - If any provision of this Agreement is found or held to be invalid or unenforceable, the validity and enforceability of all the other provisions of this Agreement will not be affected thereby;
- 5.2 Dispute Resolutions - If the Parties are unable to resolve any dispute resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within one week after a dispute arises or such extended time period as the Parties may in writing allow, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve this dispute, within 5 (five) calendar days after it having been referred to them. Should the dispute not be resolved in the aforesaid manner, then it shall be resolved by way of arbitration, in accordance with the provisions contained in this Agreement.
- 5.3 Arbitration - Any disputes arising between any of the Parties to this Agreement with regard to this Agreement including, without limitation, any dispute concerning interpretation, breach, termination or cancellation or any matter arising from damages in delict, liabilities or any other claim or any other aspect arising from this Agreement, shall be submitted to and be determined by arbitration. An appointed arbitrator must be:
 - 5.3.1 In the case of a legal argument, a practicing attorney for no less than 10 years,
 - 5.3.2 In the case of an accounting matter, a practicing chartered accountant for no less than 10 years,
 - 5.3.3 In any other disputed matter, any independent person agreed upon between the two parties to arbitrate such dispute.
 If the parties however fail within 14 days after lodging a dispute, to agree on a person to act as arbitrator, the aggrieved party shall request the President of the Law Society of the Western Cape Province, to appoint a qualified arbitrator.
- 5.4 Breach & Termination – Should the Exhibitor breach any of the terms and or conditions of the Agreement, the Event Manager may terminate this Agreement at its sole discretion. Any monies paid and funds received by the Event Manager from the Exhibitor, shall automatically be forfeited by the Exhibitor, and retained by the Event Manager.
- 5.5 Whole Agreement – This Agreement constitutes the whole and only agreement between the parties hereto. No additions or amendments to, or deletion from the Agreement will be of any force and affect unless it has been reduced to writing and signed by both parties to this Agreement.
- 5.6 Assignment, Cession & Delegation – The Exhibitor shall not be entitled to assign, cede, delegate or transfer any rights, obligations or interest acquired by him/ her/ it, in terms of this Agreement, in whole or in part, to any other party or person, without the prior written consent of the Event Manager.

Initials: -----

- 5.7 Domicilia – The parties choose their respective *domicilium citandi et executandi* for all purposes arising out of or in connection with this Agreement, whether in respect to arbitration process notices or other documents or communications of whatever nature, as that reflected in this Agreement above.
- 5.8 Governing Law – The validity of this Agreement will be governed by the laws of the Republic of South Africa, with specific jurisdiction having been acknowledged for the Western Cape Province courts.
- 5.9 Execution – This Agreement was signed by the parties on the dates and at the places as appears hereunder. In the event of any signatory signing on behalf of a particular party to this Agreement, he/ she warrants in his/ her personal capacity that he/ she has been duly authorised to sign this Agreement on behalf of his/ her principal and to bind his/ her principal to the terms of this Agreement.

6. INDEMNIFICATION

I/we understand that I/we attend this show and display my goods entirely at my own risk and hereby accept and undertake to adhere to all the rules and regulations laid down by the organizers and owners of the premises and do further absolutely absolve the Southern Cape Old Car Club and all the organizers, members, exhibitors, helpers, premises owners and anybody associated with the organization of the show for which application is hereby made, from any claim for damages of any kind whatsoever.

Signed at _____ on this _____ day of _____, _____

On behalf of the EXHIBITOR (Duly authorized thereto)

Name of Signatory: _____

Designation: _____

Signed at _____ on this _____ day of _____, _____

Stand Number

On behalf of The EVENT MANAGER (Duly authorized thereto)

Name of Signatory: _____