



WILDFIRE

The 5th International Wildland Fire Conference

2011

09-13 May 2011

EXHIBITION /

TRADE SHOW CONTRACT

SUN CITY, NORTH-WEST PROVINCE - SOUTH AFRICA

Theme: Living with Fire - Addressing Global Change through Integrated Fire Management

Please Note: Only companies that provide products or services that are deemed appropriate are eligible to exhibit. The Wildfire 2011 secretariat reserves the right to screen products and services for appropriateness. Applications are considered valid only after the registration form, appropriate payment has been made and signed contract are received.

Kindly complete and return to *Wildfire 2011 Secretariat*:

1. Please complete and return to Exhibition Co-ordinator, Wildfire 2011, c/o Working on Fire, Winter House, Kirstenbosch National Botanic Gardens, Private Bag X7, Claremont, 7735, or Fax: +27 86 548 0963 or Email: exhibition@wildfire2011.org.
2. The secretariat will supply an invoice based on information supplied in exhibition booking/registration/contract.
3. Make your payment quoting your invoice number & exhibitors name as a reference after receiving your invoice from the secretariat.
4. Provide proof of payment to the conference secretariat by fax or email.
5. An exhibition shall only be confirmed once the above has been adhered to.

Cut off date for exhibition registration: 28 February 2011. Upon receiving your registration form, a booth space allocation notice will be sent to you. Payment is due upon receipt of invoice.

A: COMPANY INFORMATION

COMPANY NAME:			
STREET ADDRESS:			
CITY:		ZIP CODE:	
STATE/PROVINCE:		COUNTRY:	
DIALLING CODES:	[country + area codes]	TELEPHONE#:	
FASCIMILE#:		EMAIL:	
WEBSITE ADDRESS:			

B: COMPANY REPRESENTATIVE

TITLE: Dr, Mr, Mrs, Ms, Prof		FIRST NAME:	
SURNAME:			
DESIGNATION:			
DIALLING CODES:	[country + area codes]	KEY TELEPHONE#:	

WILDFIRE 2011 – EXHIBITION CONTRACT

For official use only:

KEY EMAIL:	If different to the above email address.		
C: EXHIBITION / TRADE SHOW DETAILS			
Exhibitors are listed alphabetically by company name. Please indicate under which letter of the alphabet you wish your company name to appear.			
Company Products/Services Description:			
Supply text for organization profile in the Programme and Abstract Book [max 25 words]:			
D: EXHIBITION / TRADE SHOW SELECTION [Mark preferred selection with 'X'] Refer to prospectus for more information.			
EXHIBITION HALL - ROYAL BALLROOM Exhibition booths are sold per 3m x 3m according to the following pricing structure and are available in Raw Space or Shell Scheme stand type.			
Single Booth (3m x 3m)	Raw Space/Shell Scheme	€5,000	
Double Booth (6m x 3m)	Raw Space/Shell Scheme	€9,500	
INFORMAL STRUCTURE HALL OF TREASURES MEZZANINE LEVEL This is suitable for small projects and smaller size exhibitors. The area of display is approximately 2m deep by 3m length. No shell provided, but partitioning and display boards as well as furniture can be hired at an additional cost. These spaces are ideal for setting up an un-manned stand with TV screen, or simple single person exhibitions.			
Single Booth (3m x 1m)	Raw Space	€3,000	
HALL OF TREASURES LOWER LEVEL This is suitable for like projects.			
Type A Booth (3m x 3m)	Raw Space/Shell Scheme	€5,000	
OUTDOOR EXHIBITION - GARY PLAYER PARKING AREA AND PILANSBERG AIRFIELD			
Ideal for large equipment, vehicles and aircraft. Details available dependent on exhibitor's requirements.			
TOTAL			

Terms and Condition apply.

Authorisation on behalf of company:

Name, Designation

Company Stamp:

Wildfire 2011 Exhibition / Trade Show

GENERAL EXHIBITION TERMS AND CONDITIONS (this "Agreement")

(1) Event Organiser

The Wildfire 2011 Conference is organized jointly by Afrifrenet and FFA Section 21 Company

(2) Agreement

- (i) This Agreement is hereby entered into between the Organiser and the Exhibitor.
- (ii) This Agreement constitutes a license granted by the Organiser to the Exhibitor only and shall not be deemed to be a lease or an agreement for lease.

(3) Allocation of stand space

- (i) This application does not give the Exhibitor a right to be allocated stand space by the Organiser.
- (ii) Stand Space will be allocated at the Organiser's full discretion. In special cases the Organiser may decide not to accept an application, to allocate less stand space than has been applied for, to alter allocated stand space or to withdraw an allocation without the Exhibitor being entitled to claim compensation for damage incurred.
- (iii) The Organiser's decision on the allocation of the stand space will be final and binding on the exhibitor.
- (iv) The full contract price is payable even if the exhibitor eventually does not utilize the whole stand.
- (v) If no stand is available for the exhibitor (without any default on its part) then the sole obligation of the Organiser is to refund to the exhibitor such amount of the money received by the Organiser from the Exhibitor and apart from the aforesaid refund, the Organiser shall have no liability whatsoever.
- (vi) If the Exhibitor does not fulfil any of its obligations set out in this Agreement, the Organiser will be entitled not to proceed with the allocation of stand space, or to withdraw an existing allocation of stand space or not to make stand space available, without prejudice to the Organiser's claim for full payment of the amounts due.

(4) Payment

Registration for exhibition space must be made early for allocation of space to be given on a first come first serve basis. Unless otherwise stipulated, stand rent shall be paid by the Exhibitor in 2 instalments in accordance with the following schedule in Euro's (€):

- a) 30% of the cost of the total number of square metres applied for must be received by 30 November 2010.
- b) The balance 70% by 31 January 2011.
- c) For Exhibit Space Contract issued less than 3 months before the scheduled commencement date of the event, the Exhibitor shall make 100% payment upon endorsement of the contract.

(5) Cancellation

- (i) The Organiser reserves the right at all times to, without the Exhibitor having the right to compensation, (a) change the dates of the Exhibition; or (b) cancel the exhibition due to any cause whatsoever including but not limited to any cause pursuant to clause 20 below.
 - (ii) No application can be cancelled or altered unilaterally by the Exhibitor. The Organiser may comply with a request to cancel the application subject to the condition that the Exhibitor forfeits all payments made thus far.
- Cancellations prior to January 2011 will be refunded less 15% administration / cancellation charge. There will be no refund of payments for cancellations made from January 2011.

(6) Warranty

The Exhibitor represents, warrants and undertakes that it is entering into this agreement as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Agreement, this Agreement and the license herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's other rights and remedies) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

(7) Exhibits and other related materials

- (i) All exhibits, brochures, audio-visual presentations, displays and all related materials and articles are subject to the approval of the Organiser.
- (ii) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals required for the Exhibits and its participation in the Exhibition have been obtained prior to the commencement of the Exhibition.

(8) Liability and risks

- (i) The Exhibitor shall insure, indemnify fully and effectively and hold the Organiser and its respective shareholders, the lessors of the premises where the Exhibition is held and all governmental, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors.
- (ii) The Exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the exhibits or stand space occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibition.
- (iii) The liability or risks of loss or damage to the Exhibitor's employees or agents, or the exhibits, shall be the responsibility of the Exhibitor.
- (iv) Exhibits shall be placed at the Exhibitor's own risks and the Organiser, its respective shareholders, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits.
- (v) Under no circumstances will the Organiser, any government, statutory or regulatory body or agency or their respective directors, officers or agents make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of the exhibits or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.

(9) Insurance policy

South African regulations require all exhibitors to have adequate Public and Product Liability Insurance cover. This is usually to the value of €2,000,000 or above if heavy equipment or machinery is being displayed and between €100 000- €500 000 for a normal display. This refers to damage or injury caused to third parties/ visitors on or in the vicinity of an Exhibition stand. The Exhibitor shall solely be responsible in ensuring that they are fully covered by insurance including, but not restricted to, all risks on their person, property, exhibits or articles of any kind, public liability and comprehensive protection against any loss, damage or injury caused by any circumstances whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Organiser harmless in respect of all costs, claims, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the public or the Organiser's staff, agents, or contractor(s) or property howsoever caused as a result of any act or default of the Exhibitor, his servant, agents or contractors or invitees. If the Organiser so demands, the Exhibitor shall provide proof to Organiser that the Exhibitor has adequate insurance coverage.

(10) Loss or damage

The Organiser shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organiser.

(11) Limitation of liability

- (i) The liability of the Organiser (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by the Exhibitor for the license herein granted.
- (ii) The person or persons appointed by the Organiser to undertake any official tasks including the Official Contractor and the Official Freight Forwarder are independent contractors and are not agents of the Organiser.

(12) Sub-licensing and non-assignment

- (i) This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable.
- (ii) No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the stand space or any part thereof.
- (iii) The Organiser may without the consent or approval of the Exhibitor assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement without the prior approval of the Organiser.

(13) Termination

- (i) If in the reasonable opinion of the Organiser, the Exhibition premises may become unfit for occupancy or if the holding of the Exhibition or the performance of the Organiser of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement (or any part thereof) may forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor.
- (ii) This Agreement may be terminated forthwith by the Organiser if, in the Organiser's opinion, when the Exhibitor does not or may be unable to perform or comply with any of its obligations of this Agreement.

(14) Revocation

Upon termination of this Agreement the license granted is revoked and there upon the Exhibitor shall immediately leave the Exhibition premises and remove all its exhibits.

(15) Set-off Clause

The Organiser may deduct from or set-off against any money due from the Organiser to the Exhibitor any sum which the Exhibitor is liable to pay to the Organiser.

(16) Self-help remedies

The Organiser will have the right to take the following courses of action without any judicial intervention, if necessary at the Exhibitor's expense, against an Exhibitor who acts in contravention of any provision of this Agreement or who fails to comply with a direction given by or on behalf of the Organiser:-

- a) refuses the Exhibitor and its representatives admission to the Exhibition;
- b) closes and/or clears the Exhibitor's stand; and
- c) take possession of the Exhibits displayed, any goods and anything built or fitted by the Exhibitor.

(17) Laws and regulations

All laws, rules and regulations (including without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Organiser or local authorities and agencies or the lessor of the Exhibition premises must be strictly observed by the Exhibitor.

(18) Force majeure

The Organiser shall not be liable to the Exhibitor by any reason of any cancellation or part-time opening of the exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control including but not limited to and without affecting the generality of the foregoing, any acts of God, flood, tempest, fire, war, shortages of water, labour or power, acts or threats of terrorism, riots, civil commotion, strikes or insurrection, failure of any applicable government authority to issue required governmental permits, suspension, termination or revocation of any material governmental permit required for the Exhibition, outbreak or threat of outbreak of infectious or communicable diseases such as SARS, H1N1, etc. and any other similar event or condition.

(19) Partial invalidity

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(20) Remedies and implied waivers

No failure or delay on the part of the Organiser to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

(21) Governing law and jurisdiction

(i) This Agreement shall be governed by, and construed in accordance with the laws of South Africa.

(ii) The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Africa for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non-convenience or on similar grounds.

(22) Exhibitors' manual and floor plan

(i) Further rules and regulations pertaining to the Exhibition can be found in Exhibitors' Manual and other documents issued by the Organiser from time to time.

(ii) The Organiser reserves the right to make further rules and regulations (having immediate effect) from time to time in relation to any aspect of the Exhibition.

(iii) Such rules and regulations whether contained in the Exhibitors' Manual or otherwise shall form part of this Agreement and shall be binding on the Exhibitor.

(23) Unforeseen occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organiser shall be final.