

# SPACE BOOKING CONTRACT FORM



**Nexgen Exhibitions Pvt Ltd.,**  
 1201 Pragati Tower, 26 Rajendra Place,  
 New Delhi-110008, INDIA  
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**8th-10th March 2008**

"NSIC EXHIBITION GROUND", NEW DELHI, INDIA

We, hereby, apply to participate in 'Lubeasia 2008', as Exhibitor and be allotted a space as per following specification:-

**LAST DATE FOR BOOKING  
January 31, 2008**

OPTION	AREA (sq. mt.)	RATE (Per sq. mt.)		AMOUNT (US\$/sq.mt.)	
		INR	US\$	INR	US\$
<input type="checkbox"/> <b>Option 1</b> Raw Space (Minimum 18 sq. mt.)	<input type="text"/>	6000	185		
<input type="checkbox"/> <b>Option 2</b> Built-up Stalls (Minimum 9 sq. mt.)	<input type="text"/>	6500	200		
ADD.: Premium 10% for corner & two side open					
Less Discount if any					
Gross Amount					
ADD.: Service Tax @ 12.36% calculate on gross amount					
<b>TOTAL PAYABLE AMOUNT</b>					

**Discount**

- 5% discount If any exhibitor pays full participation charges before November 30, 2007.

**Other Terms**

- 25% of gross amount alongwith service tax at time of booking remaining before 31 January, 2008.
- Payment to be made by Demand Draft in favour of **Nexgen Exhibitions Pvt. Ltd.** Payable at New Delhi.
- For two side open stalls (if available) 10% extra amount to be charged.
- Any extra facilities upon demand shall be charged separately.

**PREFERRED Stall No.**

1.
2.
3.

**Additional Service / Requirements (upon extra payment)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Exhibitor Profile**

Name of Contact Person: \_\_\_\_\_ Designation: \_\_\_\_\_

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

Address : \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

We understand that the contract is binding on the part of the exhibitor upon by the organisers and that an invoice for the value of the contract will be forwarded to us. We have also read the General conditions for Exhibitors, and accept the terms of this Exhibition Contract, undertaking to observe and the be bound Nexgen Exhibitions Pvt. Ltd.-A/c. 'Lube asia'.

Company Stamp with Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

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

Designation: \_\_\_\_\_

# TERMS & CONDITIONS OF PARTICIPATION

## 1. EVENT: LUBEASIA

2. **DATES & VENUE:** As indicated in fair brochure.

3. **DEFINITION:** In these Regulations the following words and expressions shall have the following meanings.

3.1 The term 'Exhibitor' shall include all employees, servants and agents of any Company, Partnership Firm or any individual to whom space has been allocated for the purpose of exhibiting.

3.2 The term 'Exhibitor' shall mean a trade shows organized by Nexgen Exhibitions Pvt. Ltd.

3.3 The term 'Organizer' shall mean **Nexgen Exhibitions Pvt Ltd.,** 1201 Pragati Tower, 26 Rajendra Place, New Delhi-110008, INDIA Tel.: +91-11-41536990 / 65838058 Fax: +91-11-41536991, Mobile 91-9312989194 E-mail: lubeasia@gmail.com / info@lubeasia.com

3.4 The term 'Landlord' shall mean owners of the selected exhibition center.

3.5 The term 'Contract' shall mean the contract for space or space-plus-shell stand or a packaged deal stand at the exhibition, entered into between the Organizers and the Exhibitors, which incorporate these Regulations.

3.6 The term 'Authorities' shall mean the Local Authority and the Fire Authority.

3.7 The term 'Participation fee' means the sum payable under the contract for space.

3.8 The title to each Regulation hereinafter set out is for ease of reference only, and shall not be construed as limiting or defining the content of any Regulation.

## 4. SPACE & FACILITIES

### OPTION 1

#### RAW SPACE (Minimum 18 sq. Meter)

General facilities for Bare Space include general security, general decoration in and around exhibition halls, signage, general illumination inside and outside halls, cleaning of aisles and exterior, general publicity for visitor promotion, entry in exhibition hall free entry in Trade Fair Directory, one copy of Trade Fair Directory, business center facilities (on payment).

Participation charges indicated on this application form.

### OPTION 2

#### BUILT UP STALLS (Minimum 9 sq. Meter)

Package of facilities for built up stalls includes back and side partitions with modern prefabricated system similar to octanorm and PVC lamination panels, synthetic carpet, fascia in English with stall number written in uniform style, one spot light per 3 sq. mts., one 5 amp socket per stall, one counter & two chairs for every 9 square meters are, electricity consumption for lighting, general security in Exhibition halls, general decoration in and around halls, general publicity for visitor promotion, entry in the exhibition hall free entry in Trade Fair Directory, one copy of Trade Fair Directory, business center facilities (on payment).

Participation charges indicated on his application for.

## 5. SPACE ALLOTMENT

Allotment of space will be on "First Come Served Basis" as soon the Exhibitor signs the Space Booking Form accompanied by initial payment. **Possession of the space/stall will be handed over on receipt of the full dues.** Space/Stall will be allotted with confirmed booking along with initial payment.

## 6. TRADE FAIR DIRECTORY

The Organizers will publish a Trade Fair Directory which entitles the exhibitors a free entry in Directory covering name and address of exhibitor, name of chief executive, telephone, fax area of specialization, exhibits displayed and company profile not exceeding 100 words. In Case of Panel Display Entry shall be provided in yellow page and send back along with the application.

## 7. CONDITIONS OF PAYMENT

- Allotment on "First Come First Served Basis"
- 25% at the time of booking space/stall and balance 75% on or before the last date of booking
- Full payment at the time of booking space/stall but 60 days before the last date of booking.
- 5% discount is available if entire participation charge are paid 60 days before the last date of booking.
- For two side open stalls (if available) 10% extra amount to be charged.

## 8. CONDUCT OF EXHIBITORS:

Every Exhibitor shall ensure that his stand is open to view, and is staffed by competent representatives, during Exhibition hours. In the event of any Exhibitor failing to open his stand, or uncover his Exhibits, Organizers may do so, or may arrange for the stand and exhibits to be removed, and the exhibitor shall be liable for any charges that may thereby be incurred. Organizers will not be liable for any losses, including consequential losses, sustained by the Exhibitor as a result of this action.

## 9. NON ALLOCATION, CANCELLATION, NON PARTICIPATION

- If the Organizers reject an application and do not allot space, payment made by the prospective exhibitor is refunded.
- If the Exhibitor cancels participation before 90 days of the last date of booking 25% of the participation charges are adjusted and balance returned to party.
- If the Exhibitor withdraws or cancels participation before 60 days of the last date of booking, 50% of the charges will be forfeited.
- If the Exhibitor cancels his participation, within 30 days of the last date of booking 75% participation / Service charges will be forfeited.
- If the Exhibitor fails to turn up for setting up the stall or cancels his participation at the last minute, organizers shall utilize the space/stall in any manner they deem fit, and all the money paid by/due from party shall stand forfeited.
- Registration/other service charges one paid are not refundable in any case.
- In case of shortfall in payment of dues by the party who confirm participation, the party shall be liable to pay the amount due to the organizers.

## 10. CO-EXHIBITORS AND SUBLETTING

Subletting of stalls is prohibited. Exhibitors may however share stalls with Co Exhibitors only after obtaining written permission from Organizers. National sector Exhibitors are not allowed to share their stall with their overseas principals/collaborators and not register overseas Exhibitors as their Co-Exhibitors. They can join their overseas principals as co-exhibitors on payment of prescribed registration charges to the organizers.

Exhibitors with Bare Space are to submit design of the stall to Organizers and obtain approval for the plans in writing. 4 copies of the plans with front/side elevations, special features of the display & electrical plan etc. to be submitted 2 months before the date of Lube Asia 2007 and one copy will be returned to the Exhibitor bearing 'plan approved' by the Organizers.

Exhibitors are required to comply with instructions issued by Organizers regarding schedule for setting up and dismantling stalls. Failure to comply with the instructions will attract penal charges and Exhibitors are liable to pay the penal rental.

## 11. OVERALL HEIGHTS OF DISPLAY

Normal heights of stands shall be 2.50 mts. If exhibitors are particular of heights more than 2.50 mts., written permission of Organizers may be obtained after submitting appropriate plans.

Height of display stands in the central areas of the Exhibitor Hall/Island locations may be restricted to 1.50 mts. So that a clear overall view of the display in the hall is available for the visitors to the hall(s).

## 12. GENERAL

The Exhibitors are liable for bodily harm to persons (Staff/Agents/Organizers and other Exhibitors/visitors) and damage to property of NSIC (Vapi Industries Association)/Organizers and other Exhibitors caused by himself or his agents during transportation, installation, fair duration and dismantling periods.

## 13. PHOTOGRAPHS:

The Organiser reserves the rights to photograph or video tape any exhibit for their use for publicity etc.

## 14. CAR PARKING

Car/Vehicles will be parked in parking areas only provided for the purpose.

## 15. RIGHT(S) OF ORGANIZERS

- To reject any application for space without assigning any reason. To amend the terms and conditions of participation and issue additional Rules and Regulations for the Exhibitors from time to time which shall be binding on the Exhibitors, to recover from the exhibitor any amount remaining unpaid. To recover from the Exhibitor(s), compensation for losses/damages caused to the property or reasonable penalty for any willful contravention of these conditions of participation. To postpone, curtail, extend or abandon the exhibitor or change the venue of Exhibition or change the allotment of space/stall or close some or all sections of it temporarily or permanently if unforeseen circumstances so require. In such circumstances, the Exhibitors shall not be entitled to withdraw from the contract or to claim any compensation or damage. To take photographs or video film of the interior of any stall and to use the same for promotional work.
- Organiser reserves the right to alter the floor plan.
- Exhibitor shall use the space only for exhibition purpose & not for cooking, staying or other purpose.
- No inflammable, hazardous article shall be stored in the exhibition area.
- To refuse permission to any Exhibitor to clear his stall if has not discharged all dues to the Organizers or to retain exhibits or other goods as collateral security till dues are paid.

## 16. SERVICE TAX

Service Tax as per prevailing rates shall be charged on gross amount of booking, against which organizer shall provided CENVAT Invoices.

## 17. TAX DEDUCTION AT SOURCE (TDS)

In terms of section 194-I of Income Tax, any rental upto Rs. 120,000/- TDS in not applicable over & above TDS is to be deducted @ 20% + SLC + EC ie 22.44% as on November 1, 2006.

## 18. EXHIBITS HANDLING

The services of cranes and Forklifts through authorized contractors will be available at extra cost. The cost has to be settled directly with the contractor.

## 19. FACILITY FOR TEMPORARY IMPORTATION OF EXHIBITS

Facilities for temporary importation of exhibits are not allowed for National Exhibitors.

## 20. INSURANCE

Organizers shall not be responsible for any loss whatsoever incurred by Exhibitor and they should obtain insurance coverage for their exhibits against all risks and for the periods covering preparation, Setting up, Mounting and Dismantling and return transit.

## 21. COUNTER SALES

Counter sales are not permitted at the Exhibition.

## 22. FORCE MAJURE

Under the conditions of the force-majure which also include strike, lock out, closure riots, the Organizers reserve the right to later the opening dates and duration or even cancel the entire Exhibition. In case of changes in dates and duration of Lube Asia 2007 the contractual obligation between the exhibitors and the Organizers remain unaffected. In case of cancellation of the Exhibitions the stall charges will be refunded to the Exhibitor after deducting the proportionate costs already incurred by the Organizers.

## 23. ARBITRATION

All disputes arising in connection with Agreement shall be finally settled by a Sole Arbitrator, to be appointed by the Organizers, under the provisions of India Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi.

## 24. JURISDICTION

Only the Courts in Delhi alone shall have jurisdiction.