



EXCELLERATE JHI

**THE CRESCENT AT UMHLANGA RIDGE
1-3 SUNSET CRESCENT, UMHLANGA RIDGE**

EXHIBITION APPLICATION FORM

1. Contact Details

Name of Company / Exhibitor : _____
Registration Number : _____
(Please supply certificate)
VAT Number : _____
(Please supply certificate)
Contact Person : _____
Designation : _____
Contact Numbers : _____

2. Invoicing Details (Please complete)

Invoice to be made out to : _____
Address for Invoice Purposes : _____
: _____
: _____
: _____
Person responsible for Payment : _____
Designation : _____
Contact Numbers : _____

3. Booking Details

Promotion to be held from : _____
Promotion to be held until : _____
Total number of days : _____

Cost of Promotional Space to : _____
Exhibitor

4. Full payment must be done by : _____

5. Preferred Method of Payment : _____

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I, the undersigned, hereby acknowledge and consent to the above and agree to abide to the Exhibition Agreement and Indemnity Agreement **[Drafting Note: Indemnity Agreement not attached – please ensure that it is attached to this agreement]** attached hereto, as well as this Exhibition Application Form.

I further acknowledge that I was given adequate opportunity to read and understand the terms and conditions of this Exhibition Application Form as well as the terms and conditions of the Exhibition Agreement and Indemnity Agreement attached hereto.

Name of Exhibitor in Print
(duly authorised)

Signature

Capacity

Date

Please complete, initial each page and sign where indicated on the:

- **Exhibition Application Form**
- **Exhibition Agreement**
- **Indemnity Agreement**
- **Resolution**

and RETURN all of the signed and completed pages along with proof of the full payment and copy of Public Liability Certificate (R 10 Million) to:

Kalpana.ramsamy@excelleratejhi.com

The Crescent at Umhlanga Ridge

031566 2887



EXHIBITION AGREEMENT

made and entered into by and between

herein represented by _____
(duly authorised)

(hereinafter referred to as the "Exhibitor")

and

Vresthena Proprietary Limited,

(hereinafter referred to as the "Landlord")

herein represented by _____
(duly authorised)



EXHIBITION AGREEMENT

1. PARTIES

1.1 The Parties to this agreement are:

1.1.1 **Vresthena Proprietary Limited, trade as The Crescent at Umhlanga Ridge**

herein represented by **MARKETING MANAGER** (duly authorised); _____

1.1.2 The Crescent at Umhlanga Ridge, VAT Number 4410196788 represented by Kalpana Ramsamy (duly authorised) who choose its address (*domicilium citandi et executandi*) as (street address) 1-3 Sunset Crescent, Umhlanga Ridge (hereinafter referred to as the "Landlord").

2. INTERPRETATION AND DEFINITIONS

2.1 The clause headings of this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

2.2 In this agreement, unless inconsistent with or otherwise indicated by the context -

2.2.1 "the/this agreement" means this Exhibition Agreement as recorded herein together with all annexures attached hereto and incorporated herein;

2.2.2 "Centre Management" means the managing agent appointed by the Landlord, being JHI Properties Proprietary Limited and herein represented by the Centre Manager for the time being of the Shopping Centre;

2.2.3 "exhibition" or "promotion" means the promotion or exhibition of merchandise in the exhibition space by the Exhibitor;

2.2.4 "Exhibition Application Form" means the exhibition application form;

2.2.5 "exhibition fees" means the fees payable by the Exhibitor to Centre Management as set out in the Exhibition Application Form;

2.2.6 "exhibition space" means the area rented by the Exhibitor from Centre Management for purposes of the exhibition and/or promotion for the period recorded in the Exhibition Application Form;

2.2.7 "Shopping Centre" means the shopping centre (including all its buildings, parking areas and surrounding facilities) reflected on the Exhibition Application Form;

2.2.8 any "gender" shall include the other genders;

2.2.9 a "person" shall include a natural and juristic person;

2.2.10 "the signing date" means the date upon which this agreement is signed by the party signing last in time;

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2.2.11 the "singular" shall include the plural and the other way around (*vice versa*).

3. USE OF EXHIBITION SPACE

- 3.1 The Landlord hereby temporarily leases the exhibition space to the Exhibitor on the terms as set out in this agreement.
- 3.2 The Exhibitor hereby undertakes to, subject to the provisions of clause 4 below, promote and/or exhibit its merchandise at the exhibition space for the period as set out in the Exhibition Application Form.
- 3.3 The Exhibitor acknowledges and undertakes to be responsible for the safety of its merchandise, employees, invitees, clients, visitors, agents and sub-contractors.

4. PAYMENT OF EXHIBITION FEES

- 4.1 The Exhibitor shall, upon signature of this agreement and in order to secure the exhibition space, pay the full exhibition fee as set out in the Exhibition Application Form, to Centre Management in the following bank account:

Account Name:	JHI RETAIL (PTY) LTD JHI RETAIL VRESTHENA ITO SEC 32(1) OF ACT 112 OF 1976
Account No:	62548719535
Name of Bank:	First National Bank
Branch Code:	260-950
Account Type:	Commercial Cheque Account
Deposit Reference:	See invoice

- 4.2 **The Exhibitor acknowledges and accepts that it will not be allowed to exhibit without having made full payment of the exhibition fee to Centre Management as set out above.**
- 4.3 Payment for the exhibition should be done by the Exhibitor by way of electronic funds transfer, on or before the date as set out in item 4 of the Exhibition Application Form, which is, for the avoidance of doubt, 2 (two) weeks before the exhibition commences. If an electronic payment is made, the Exhibitor shall fax confirmation of payment to the detail as set out in the Exhibition Application Form. **The Exhibitor acknowledges and accepts that electronic transfers are only confirmed when proof of payment is received by Centre Management and the payment is reflected in the bank account.**
- 4.4 **It is specifically recorded that a promotion/exhibition is confirmed, subject to clause 5.1.36 below upon full payment two weeks prior to the Exhibitor's booking date and once the Exhibition Agreement and Indemnity Agreement have been signed by the Exhibitor and has been returned to Centre Management with Public Liability Insurance being confirmed in writing.**
- 4.5 The fee per court is set out in the attached Annexure "B".



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- 4.6 Due to the administration involved in the cancellation of bookings, cancellation of bookings at any time prior to the exhibition shall be done in writing by the Exhibitor and will result in the Exhibitor being liable for a **cancellation fee equal to 50%** of the exhibition fee. Centre

Management will, in the event of a written cancellation of bookings as set out above, refund the balance of the exhibition fee to the Exhibitor within 7 (seven) days of such written cancellation. In this instance, the Exhibitor will have no claim of whatever nature against Centre Management, its owners, agents, marketing and/or management.

- 4.7 Notwithstanding the afore going, in the event of the Exhibitor being an individual, alternatively, a consumer in terms of the Consumer Protection Act No. 68 of 2008, it is agreed that the exhibition may be cancelled in the event of the death or hospitalisation of the Exhibitor at or prior to the exhibition date.

5. THE EXHIBITION

- 5.1 In order to ensure conformity, the Exhibitor shall comply with the following Rules and Regulations with regard to its exhibition:

- 5.1.1 **Shopping Centre promotions** enjoy preference, and should it be required, other exhibitions and promotions will be re-scheduled to alternative dates. The Exhibitor acknowledges and accepts that due to the nature of the venue, it might happen, that an unplanned event/promotion is presented to the Marketing Team of the Shopping Centre, in which case Centre Management reserves the right to move or reschedule the pre-booked court to a mutually acceptable alternative date.
- 5.1.2 **Tenant exhibitions** enjoy preference over exhibition by non-competitive outside companies. However, once an outside company's exhibition has been confirmed by Centre Management it will not be cancelled to accommodate a tenant.
- 5.1.3 The product/service to be exhibited by non-competitive outside companies **may not at any time be in direct competition** with any of the tenants at the Shopping Centre. Should this be the case Centre Management may request the immediate removal of such items or exhibition.
- 5.1.4 Promotions/exhibitions in the Shopping Centre are required to be professional, of world-class standard and add value to the Shopping Centre.
- 5.1.5 The in-centre and/or exhibition spaces all have a **height restriction** of 1.8 metres and a **width restriction** of 3 metres.
- 5.1.6 The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times.
- 5.1.7 No exhibit or banner used by the Exhibitor may obscure a tenant's shop front or signage from public view at any given time. The Exhibitor shall comply immediately with any directive from Centre Management in this regard.
- 5.1.8 Distribution of **pamphlets and/or any other promotional material is not allowed** in the Shopping Centre (other than the designated exhibition space) or in the parking area, without prior arrangement with Centre Management. The use of helium balloons will need to be cleared by Centre Management prior to utilising such helium balloons.



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- 5.1.9 **The fittings or finishes in the Shopping Centre** (for example pot plants, lampposts, walls, shop fronts, water features, pillars etc.) may not be used by exhibitors as display structures, or for support purposes. The use of screen boards (of a maximum height as indicated in the defined exhibition floor plans) will be allowed for this purpose. The Exhibitor may not move any standing street furniture (for example dustbins and/or fixed benches) to accommodate an exhibition.
- 5.1.10 In the case of **audio appliances** or equipment that causes auditory interference, exhibitors are to consider the interests of surrounding tenant/s and the public, i.e. volume levels are to be kept within reasonable limits. These limits are set by Centre Management who reserves the right to restrict or prevent audio broadcasting if considered necessary. Should the exhibitor be called upon to effect certain improvements and directives, but refuse to do so, the exhibition will be cancelled with immediate effect and no refunds will be made to the Exhibitor.
- 5.1.11 Should the Exhibitor wish to market its merchandise by way of **Electronic Marketing**, that is by using cellular telephone technology such as short message services/sending ("SMS"), blue tooth methods of communication or multi media service ("MMS") and/or any other related technology (hereinafter referred to as "Cellular Telephone Marketing"), the content and frequency of such Cellular Telephone Marketing will be subject to Centre Management's prior written approval and shall not contravene clause 5.1.3. The Exhibitor acknowledges and accepts that the marketing of its merchandise in any manner, way or form shall be subject to and comply with the provisions of clause 5.1.37 below.
- 5.1.12 All **exhibitions should be set up** by 08h30 and be operational by 09h00 on the day the exhibition commences. The Exhibitor acknowledges and accepts that the minimum exhibition hours shall be the same as the trading hours of the Shopping Centre.
- 5.1.13 All exhibition vehicles must park away from prime parking. This will be allocated by Centre Management, unless otherwise indicated (where parking on site is unavailable).
- 5.1.14 When a **vehicle** is required to be part of an exhibition, the Exhibitor should arrange both access in and egress out of the Shopping Centre with Centre Management, one week prior to the exhibition.
- 5.1.14.1 Vehicles brought into the Shopping Centre must be accompanied by a representative of the Shopping Centre's Security.
- 5.1.14.2 The Exhibitor will:
- 5.1.14.2.1 ensure that vehicles are brought into and taken from the Shopping Centre at the times as agreed to with Centre Management;
- 5.1.14.2.2 ensure that vehicles contain a minimum of fuel at all times
- 5.1.14.2.3 leave a key to each vehicle on display in a sealed envelope at the Security Control Room for the duration of the exhibition;
- 5.1.14.2.4 keep the vehicles on display clean;
- 5.1.14.2.5 keep unmanned vehicles locked and all convertible vehicles closed and locked outside exhibition hours. In an effort to ensure that vehicle alarms are not activated during exhibition hours, the Exhibitor shall ensure that all vehicle alarms are deactivated during exhibition hours;

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- 5.1.14.2.6 only display the number of vehicles in the exhibition space as agreed with Centre Management;
- 5.1.14.2.7 display vehicles at own risk;
- 5.1.14.2.8 supply a suitably sized fire extinguisher for the Exhibitor's display;
- 5.1.14.2.9 check all vehicles to avoid oil leaks on the tiles and/or paving of the Shopping Centre;
- 5.1.14.2.10 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours;
- 5.1.14.2.11 ensure that it operates the exhibition space according to the provisions of clause 5.1.12 above. Due to the extent and nature of motor vehicle exhibitions and for the avoidance of any doubt, the Exhibitor acknowledges and accepts that it will be obliged to, and hereby undertakes to, operate the exhibition space during the exhibition hours.
- 5.1.15 **Smoking, eating, drinking or chewing gum** is not allowed at the exhibition space/s.
- 5.1.16 Exhibition must be **manned at all times** and **staff must be properly branded and professional during the exhibition period.**
- 5.1.17 All **exhibition spaces are to be cleared and cleaned** by 18h00 on the last day of the exhibition of all merchandise, fixtures and fittings used for the exhibition. Failure to do so will, due to the nature of the breach, result in a charge of **R 1,000.00 (One Thousand Rand)** per day to the Exhibitor.
- 5.1.18 All **storage or packaging** material (for example cardboard boxes) has to be removed from the exhibition space, or concealed from public view before the commencement of the exhibition.
- 5.1.19 All exhibitions must comply with the Occupational Health and Safety Act No. 85 of 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 Centre Management and/or the Landlord (as the case may be). All claims by the public for damages, loss and/or injury will have to be borne by the Exhibitor. The Shopping Centre, its owners, agents, their employees, contractors (including Centre Management), shall not be held liable for any loss and/or damage and/or injury caused to and/or sustained by the Exhibitor, its invitees, agents, employees or contractors whatsoever (including but not limited to injury, loss and/or damage caused to property and/or equipment as a result of or due to power failure and/or load shedding).

In particular, no claim for public liability, losses or damages will be entertained by Centre Management and/or the Landlord. The Exhibitors will be required to ensure that the necessary Public Liability Insurance is and remains in place for the duration of the exhibition, proof of such insurance which should be provided to Centre Management prior to the commencement of the exhibition. It is specifically recorded that Centre Management will require the Exhibitor to provide proof that such Public Liability Cover is current and paid in full. The Exhibitor hereby indemnify the owners of the Shopping Centre,



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their employees, agents, contractors, including Centre Management from any and all claim of whatever nature directly or indirectly resulting from the exhibition or occupancy of the exhibition space.

- 5.1.20 Proposals detailing the floor plans, décor and displays have to be submitted by the Exhibitor to Centre Management for consideration before final confirmation of the exhibit. The Exhibitor will provide any additional information (if any) if required by Centre Management.
- 5.1.21 **No surveys** may be conducted inside or outside the Shopping Centre without the prior written consent from Centre Management.
- 5.1.22 All exhibitions must be accompanied by **printed or professional quality signage** presented on a stand. No double sided tape and stickers are to be used. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.
- 5.1.23 The signage should be of such a standard that there is no doubt as to the current Exhibitor's identity, or in the case of a tenant exhibition, where the shop is situated in the Shopping Centre and what products/services it has to offer. In order to ensure conformity the signage and stand are subject to Centre Management's approval prior to set-up.
- 5.1.24 All tables used during exhibitions must be covered **neatly, by means of tidy and clean table clothes** which must reach floor level. Collapsible tables are to be used (and legs of tables properly set up to secure tables) and are to be removed from the exhibition site overnight. It is specifically recorded that Centre Management does not have any storage anywhere in the Shopping Centre for any of the Exhibitor's exhibition material and/or goods and/or merchandise.
- 5.1.25 Electric power points are available in most of the exhibition spaces. The Exhibitor will not overload the electrical power supply. It is specifically recorded that none of the cabling used by the Exhibitor may be hazardous or in any way exposed to the public. All cables must be concealed NEATLY by using duct tape to secure the cables to the floor.
- 5.1.26 All Exhibitors must supply their **own exhibition material**, for example, but not limited to tables, tablecloths, chairs, screen boards as well as carpeting.
- 5.1.27 Direct sale transactions, payment of deposits and/or taking of orders for goods and services will be allowed in the exhibition space, provided that any petty cash boxes and debit/credit card machines are concealed appropriately. The security of all money and debit/credit card machines remains the responsibility of the Exhibitor.
- 5.1.28 All exhibitions are subject to spot checks and inspections by Centre Management.
- 5.1.29 Although the Shopping Centre has an on-site security company (the "Security") patrolling the Shopping Centre, the Security will not be held liable for any injury and/or loss and/or damage experienced during any of the exhibitions. Should the Exhibitor have any additional **security requirements** during the duration of the exhibition, such security can be arranged, at the Exhibitor's own cost with the Security. In order to ensure conformity, no private security personnel will be allowed unless prior written approval has been obtained from Centre Management.



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- 5.1.30 Exhibitors will be held liable for and shall repair any **damages to the building, or to any person attending the exhibition** or from any cause whatsoever, arising from the exhibition.
- 5.1.31 The Landlord (or his official representatives) **reserves the right to cancel**, or relocate, any exhibition and may ask any Exhibitor to change or remove any exhibition material at any time.
- 5.1.32 The Landlord (or his official representatives) and/or Centre Management (as the case may be) **reserves the right of admission**.
- 5.1.33 The Landlord and Centre Management give no warranty that the exhibition space is suitable for its intended purpose. The Exhibitor hereby confirms that it has acquainted itself with the location, circumstances, situation, nature and installation/s at the exhibition space and with full knowledge of the agreement, the Exhibitor wishes to utilise the exhibition space on the terms as set out in this agreement.
- 5.1.34 Exhibitors undertake to ensure that their staff and contractors are familiar with the Shopping Centre's Exhibitions Rules & Regulations as set out in this agreement.
- 5.1.35 The Landlord and/or Centre Management (as the case may be) 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.
- 5.1.36 The signature of this agreement, without alteration, by the Exhibitor serves as a provisional confirmation of the exhibition. The signed agreement, without amendments or additions, should be faxed as set out in the Exhibition Application Form. Notwithstanding anything to the contrary herein or the signing by the Exhibitor, the agreement herein contemplated shall only come into effect and force once the Landlord (or its duly authorised representative) signs and accepts the agreement.
- 5.1.37 The Exhibitor warrants that any information regarding goods or services, which are exhibited and/or promoted in the exhibition space for any purpose, including but not limited to advertising, marketing or publishing, shall not be in contravention of the Consumer Protection Act No. 68 of 2008. The Exhibitor hereby indemnifies Centre Management and holds Centre Management harmless in respect of any claim whatsoever resulting from a breach of this warranty.
- 5.1.38 The parties record that, should the Exhibitor or its agents request assistance from Centre Management or its agents in case of an alleged shop lifting or other alleged crime committed by any party and such assistance is granted (without being obliged to do so), the Exhibitor hereby indemnifies and holds the Landlord and/or Centre Management (as the case may be) or its agents harmless against any claims resulting from such assistance by the Landlord and/or Centre Management (as the case may be) or its agents.

6. GENERAL

- 6.1 No amendments, variations or consensual cancellation of this agreement, or of this clause, will be valid unless reduced to writing and signed by the parties hereto. In particular, no representations of whatsoever nature has been made to either party to this agreement save for what is contained herein. No waiver on the part of the Landlord will prejudice the Landlord's rights in any way whatsoever.



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- 6.2 In the event of any breach of this agreement by the Exhibitor, the Landlord shall be entitled in its sole discretion to terminate this agreement forthwith, in which event all monies paid by the Exhibitor will be forfeited as "rouwkoop" to the Landlord.
- 6.3 The Landlord shall not be bound by an express or implied term, representation, warranty, promise or the like not recorded herein, and the Exhibitor waives the defence of estoppel in this regard.
- 6.4 The parties agree to the jurisdiction of the Magistrate's Court in respect of all matters, disputes and claims arising out of this Agreement, although such matters may exceed or be outside such jurisdiction. Each party shall be responsible for its own legal costs in enforcing the terms of this Agreement, on the Attorney and own client scale of charges.
- 6.5 This agreement constitutes the sole agreement between the parties.
- 6.6 Should any one or more of the provisions of this agreement be unenforceable, unlawful, void or in contravention of any legislation for any reason whatsoever, then such provision(s) shall be severed from this agreement and the remaining provisions shall be of full force and effect
- 6.7 This agreement may be executed in counterparts and by each party in a separate counterpart, each of which so executed shall be an original, but all of which shall together constitute one and the same instrument.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY

OF _____ **2020**

AS WITNESSES:

- 1. _____
- 2. _____

FOR: EXHIBITOR

Duly authorised in terms of a resolution attached hereto as Annexure "C"

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY

OF _____ **2020**

AS WITNESSES:

- 1. _____
- 2. _____

FOR: THE LANDLORD

Duly authorised