

**AGFO EXPO  
CASTERBRIDGE LIFESTYLE CENTRE  
14 – 16 September 2017  
GENERAL TERMS AND CONDITIONS FOR EXHIBITORS**

The following important terms and conditions apply to you as an Exhibitor. By signing the Exhibitor Contract and these Terms and Conditions ("Agreement") the Exhibitor agrees to be bound hereby.

These terms and conditions have been drawn up with the best interests of the exhibitors, visiting public and AGFO Expo Management in mind and to ensure the success of the event.

By signing this Agreement to exhibit at the AGFO Expo, the Exhibitor undertakes to abide by these terms and conditions:

**TERMS AND CONDITIONS:**

**1 BOOKING OF STANDS**

- a. No binding agreement regarding the availability of a stand will come into being between the AGFO Expo Committee and the Exhibitor until the signed Agreement and the stand fee have been received by the AGFO Expo, unless determined otherwise herein.
- b. On receipt of a signed application, this Agreement will be issued to each exhibitor. This Agreement must be initialed on each page and signed in full on the last page by the Exhibitor and returned to the AGFO Expo Management within 5 (five) business days from the date of issue.
- c. The AGFO Expo Management shall take all reasonable steps to ensure that the allocation of the stand within the expo is as outlined in this Agreement. The AGFO Expo Management shall have the right to relocate the stand and/or stand numbers at their sole discretion and the AGFO Expo Management shall not be held liable for any loss or damage, of whatever cause and howsoever arising in the event of relocation.
- d. Whilst the AGFO Expo Management will take all reasonable steps to ensure that access to and vacant possession of the stand is given to the exhibitor for the purpose of preparation and use of the stand upon the dates agreed in this Agreement, such dates shall be variable at the discretion of the AGFO Expo Management so as to be compatible with the successful organisation of the expo as a whole. The AGFO Expo Management shall not be held liable for any loss or damage, of whatever cause and howsoever arising, in the event of a delay.
- e. The AGFO Expo Management does not warrant that the stand is suitable or fit for the purpose of use intended by the Exhibitor. It is the exhibitor's responsibility to ensure the chosen site is suitable for the purpose intended for their individual exhibition.



- f. The AGFO Expo Management reserves the right to utilize its sole and absolute discretion to relocate the exhibition to a new venue, should the need arise, and to do so in the best interests of the Expo as a whole, should the proposed venue be deemed unsuitable. The AGFO Expo Management shall not be held liable for any loss or damage, of whatever cause and howsoever arising, in the event of such relocation.
- g. Should the proposed dates of the AGFO Expo become unsuitable for whatever reason, the AGFO Expo Management reserves the right to utilize its sole and absolute discretion to reschedule the dates and time, to a more advantageous date and time to ensure the success of the expo as a whole. The Exhibitor agrees to be bound by such dates and the AGFO Expo Management shall not be held liable for any loss or damage, of whatever cause and howsoever arising, in the event of a rescheduling.
- h. The AGFO Expo Management is entitled to reallocate to other prospective exhibitors, stands that have not been paid for by the determined date, as outlined in point 1 (b) above.
- i. Exhibitors are contractually bound to occupy their stand(s) for the entire AGFO Expo, and no stand or part thereof may be left unoccupied. The AGFO Expo Management has the right to take steps, at its discretion, to erect or to have an exhibition of some or other nature erected on such unoccupied stand or part thereof, and will have the right to recover the costs involved from the Exhibitor.
- j. In the case of an unoccupied stand, the AGFO Expo Management will have the right to re-let such stand to another exhibitor, without any repayment of the Exhibitor's fee to the exhibitor who failed to occupy the stand. Exhibitors who fail to occupy their stands, will also forfeit all rights or claims to such a stand.
- k. Furthermore, exhibitors are obliged to present an exhibition of a sufficiently high standard, which, at the discretion of the AGFO Expo Management, meets the requirements of the AGFO Expo event. The AGFO Expo Management has the right to request exhibitors to adapt the standard of their exhibitions accordingly.

## 2 DESIGNS AND PLANS

- a. No building or any structure of a permanent nature may be erected on any stand and any non-permanent structure of 3 (three) meters and greater must first be approved by the AGFO Expo Management in writing.
- b. The Exhibitor is solely responsible for any costs and reparations for damage that may be caused by the building, demolition or collapsing of any construction.
- c. Any approved construction of structures on sites or reconditioning of existing structures must be completed by no later than 18h00 on the 13<sup>th</sup> September 2017. No construction or major alterations will be permitted to the stands after this time.
- d. All structures must comply with, and conform to, the overhead planning of the terrain and the AGFO Expo Management reserves the right to lay down certain regulations in this regard.

## 3 CANCELLATION OF STANDS

- a. Stands must be paid for in full within 5 days of submitting the contact and no agreement will be made with an exhibitor regarding the settlement of stand fees.
- b. Unless otherwise specifically directed in writing by an authorised representative of the AGFO Expo Management, no third party is authorised to accept any payment due by the Exhibitor on behalf of AGFO Expo or the AGFO Expo Management.



- c. In the event of any amount not being paid by the exhibitor to AGFO Expo on the due date, the Management of AGFO Expo will have the right, in addition to and without prejudice to any of AGFO Expo's other rights or remedies in law;
  - i. to charge interest at the rate of 17% (seventeen per centum) per annum compounded monthly from due date of payment, until payment is received in full, including payment for all costs and expenses (including collection commission and legal costs on an attorney own client scale) incurred by AGFO Expo in connection with the recovery of any payment due to it by the exhibitor; and
  - ii. to claim all other amounts owed by the exhibitor to AGFO Expo which shall forthwith become due and payable.
- d. AGFO Expo shall be entitled to appropriate any and all payments made by the Exhibitor towards the payment of any debt or obligation of whatsoever nature owed by the exhibitor to AGFO Expo, irrespective of when or how such obligation or debt arose.
- e. A certificate signed by a representative of AGFO Expo as to the amount owing to AGFO Expo by the exhibitor at any time, shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever and shall constitute prima facie proof of its contents and of the amount owing by the Exhibitor to the AGFO Management.
- f. Should the Exhibitor wish to cancel their participation in the expo, they should do so by providing prior written notification in the form of a LETTER OF CANCELLATION to the AGFO Management. The AGFO Management will not accept a cancellation if the Exhibitor has not given prior written notification and the AGFO Management shall not be obliged to accept or agree to a cancellation.
- g. If the Exhibitor cancels the Agreement and the AGFO Management agrees to accept such cancellation:
  - i. The Exhibitor will be liable for 100% (one hundred per centum) of the Agreement value subject to the cancellation 60 (sixty) days or less before the expo;
  - ii. The Exhibitor will be liable for 60% (sixty per centum) of the Agreement value subject to the cancellation between 61 (sixty-one) and 120 (one hundred and twenty) days before the expo. 40% (forty per centum) of the Agreement value subject to the cancellation between 121 (one hundred and twenty-one) and 180 (one hundred and eighty) days before the expo.

#### 4 BUILDING OF STANDS

- a. All exhibitors in the covered/marquee area will have access to their stands from 08h00 on the 13<sup>th</sup> September 2017 for the erection of their exhibitions. Outdoor exhibitors will have access to their stands from 08h00 on the 12<sup>th</sup> September 2017.
- b. Notwithstanding any clause in this contract, vehicles will only be permitted access to restricted areas of the AGFO Expo terrain for purposes of delivering heavy equipment to such stands, with the consent of the Site Manager, provided that such access will only be permitted up to and until 18:00 on the 13<sup>th</sup> September 2017. No vehicles will be permitted in restricted areas after this time.
- c. Exhibitors are obliged to limit their exhibitions and demonstrations to within the physical boundaries of the stand allocated to them.



- d. No exhibitor may erect his exhibition in such a way that, in the opinion of the AGFO Expo Committee, it will obstruct access to or obstruct the view of any other exhibition, or will inconvenience any other exhibitor.
- e. Any adhesive to keep carpets or tiles in position must be applied lightly to the floor and must be cleaned thoroughly when the carpets or tiles are removed. In cases where exhibitors have not cleaned up properly, this will be done at the discretion of the Management of the AGFO Expo and such costs will be recovered from the Exhibitor. Exhibitors are requested to place a protective sheet on the carpet of their stands during the erection of exhibitions for protection against wood shavings, paint, and other materials that may cause damage to the carpet area.
- f. Under no circumstances may a display or any part of the exhibition protrude into the public thoroughfare, or exceed the allocated stand boundaries.
- g. The nature of the services to be provided to the stand or the exhibition site shall be at the sole and absolute discretion of the AGFO Management.
- h. All corner stands must be open on the aisles. Under no circumstances may the open side/s of an aisle stand be closed with any form of walling, partitioning or display material.
- i. All exhibition material and/or structures in the covered area mentioned under 4(a) above, must be removed by the exhibitor within 2 (two) days of the last day of the AGFO Expo, subject to the provisions of clause 20(b). The AGFO Expo Management does not accept any responsibility for any material or structures left at the site after the 2 (two) day period and, if necessary, material and structures will be removed by the AGFO Expo Management and the costs will be recovered from the Exhibitor.
- j. Heavy equipment and exhibition material must be delivered to exhibitions inside the covered/marquee area before 18h00 on the 12<sup>th</sup> September, to ensure that the service providers will have sufficient time to lay carpets in the aisles of the exhibition area. No vehicles will be permitted inside the covered/marquee area.
- k. Vehicle permits will be issued and each exhibitor will be entitled to 4 (four) vehicle permit only. The exhibitor must visibly display the vehicle permits at all times. No vehicle without a special permit will be permitted within the exhibition terrain.
- l. To facilitate the movement of heavy vehicles, only one delivery vehicle per exhibitor will be permitted on the terrain on the 13<sup>th</sup> Sept 2017 at a single time. All delivery vehicles must leave the terrain immediately after having delivered their goods. Exhibitors must make use of the allocated parking areas for the parking of all other vehicles.
- m. The set-up of all indoor and outdoor exhibitions must be completed before 18h00 on the 13<sup>th</sup> Sept 2017. No set-up of exhibitions will be permitted after this time and the gates will close at 16h00 for all deliveries.
- n. Exhibitors are requested to remove all forklifts, pallets, cardboard boxes, trailers etcetera, in which exhibition material and/or products are packaged/or moved, from the stands by 18h00 on Wednesday 13 September 2017 in order to ensure that the terrain is clean before the opening of the AGFO Expo on Thursday the 14<sup>th</sup> Sept 2017.
- o. A fine of R2 000.00 (two thousand Rand) may be imposed on exhibitors who, during the set-up period, park and assemble their equipment/implements on another exhibitor's stand.
- p. Exhibitors have to ensure that all personnel involved in the exhibition are aware of the terms and conditions, and that the terms and conditions are adhered to. Exhibitors will also be held responsible for ensuring that their contractors and/or other service providers working on the stands before the commencement of the AGFO Expo do not violate the terms and conditions. The Management of the AGFO Expo reserves the right to take appropriate action should the terms and conditions not be adhered to.



- q. As a general rule, a building reserve of 1 (one) meter will be applicable on all outdoor stands and exhibitors will, for example, not be permitted to erect a 10m x 10m marquee on a 10m x 10m stand.
- r. In the interest of maintaining the quality level of the exhibition, the AGFO Expo Management will vet all the stands by 19h00 on the 13<sup>th</sup> September at 19:00. Should the exhibitors stand be below the standard of the exhibition or not fit the profile of the exhibition, the exhibitor will be given notice to rectify the problem within 2 (two) hours failing which the stand in question will be closed.

## 5 DEMONSTRATIONS

- a. Demonstration of an exhibitor's product range is a vital part of the AGFO Expo and largely contributes to the success thereof. Exhibitors are encouraged to provide demonstrations infield or at their exhibition stand (or both, if applicable) if their products or parts thereof lend themselves to such a demonstration. Exhibitors who wish to conduct infield demonstrations need to contact the AGFO Expo Management team to make arrangements in this regard.
- b. Exhibitors are expected to exhibit their products at their stands in such a way that they can be demonstrated to visitors.
- c. Exhibitors are free to conduct open demonstrations of their products or product ranges on previously identified sites if requested by attendees to the Expo or at their own initiative.
- d. Exhibitors are free to determine their own demonstration program times at their individual sites during the day.

## 6 OPEN SITES

- a. Flag displays improve the appearance and appeal of outdoor exhibitions significantly and exhibitors are requested to make use thereof when designing their stands, without exceeding the boundaries of the sites.

## 7 SUBLETTING

- a. Under no circumstances are exhibitors permitted to share or sublet any part of the stand allocated to them with another exhibitor. All items that are displayed must be the property of the Exhibitor and must be declared as such in this Agreement.
- b. All advertising material at the stand must have relevance to the Exhibitor's products, or the products of any agencies held by the Exhibitor and which were declared as such in accordance with 7(a).
- c. Exhibitors are required to inform the AGFO Expo Management beforehand of all the products and brands and other display material that will be displayed and/or sold at their stands.
- d. Should it come to the attention of the AGFO Expo Management that an Exhibitor has sublet, or has on display material or products and brands not mentioned in accordance with clause 7(a), such exhibitor may be asked to leave the grounds immediately, and he will then *ipso facto* forfeit the privilege of exhibiting at the AGFO Expo and will have no right to reimbursement of any exhibition fee or other monies paid to the AGFO Expo Management.



- e. Exhibitors are required to complete the Exhibitor's Agreement in full and to specify all products or goods and brands which will be exhibited. Exhibitors may be penalised if the products are not comprehensively specified. Only products and brands that are approved by the AGFO Expo Management may be exhibited and/ or sold at the Expo and the AGFO Expo Management reserves the right to decide whether products specified in the exhibitor's Agreement, may be exhibited or not.

## 8 CATALOGUE ENTRIES

- a. The AGFO Expo Management undertakes to provide a list of all exhibitors in an alphabetically arranged index of exhibitors, in the official program.
- b. The list will include the exhibitor's name, stand number as well as the generic products and brands on exhibition.

## 9 TELEPHONE AND CREDIT CARD SERVICE

- a. Exhibitors must make their own arrangements with service providers regarding telephone connections and credit card services on their sites.

## 10. ELECTRICAL INSTALLATIONS

- a. An exhibitor may, under no circumstances, draw electricity from the AGFO Expo network by means of his own installation or coupling.
- b. Any indoor exhibitor, who needs additional power or power points at his stand, must apply for it in writing prior to the AGFO Expo. The AGFO Expo Management shall if enough power is available, make the necessary arrangements to make available additional power requested at the stand concerned, and the costs involved will be recovered from the exhibitor before the commencement of the AGFO Expo.
- c. Power can be made available to most of the open stands. Should an exhibitor wish to have a power point installed on his stand, the same arrangements as in point 10(b) above, will apply.
- d. No electrical installation on any stand may be removed and is deemed to be the property of the AGFO Expo Management.
- e. Since the power supply to the AGFO Expo grounds is limited, exhibitors in indoor and outdoor stands are limited to electrical points of 10 amperes and 20 amperes respectively. In cases where exhibitors require more power on their stands, application must be made in writing on or before 31 July 2017. The costs involved in the installation and consumption thereof will be recovered from the exhibitor. Installations which are not approved by the AGFO Expo Management will not be permitted and such installations will be summarily removed.

## 11 ELECTRICITY TARIFFS

- a. Exhibitors who require additional electrical supply will, in addition to the costs involved with the installation, also pay an additional power consumption tariff as determined by the AGFO Expo Management.



## 12 WATER SUPPLY

- a. Exhibitors must notify the AGFO Expo Management in writing on or before 31 August 2016 of their requirements regarding water supply to their stands. Such water supply shall, if possible, be supplied by the AGFO Expo Management at the cost of the Exhibitor.
- b. Water supply is subject to the availability of sufficient water, after essential water services have been provided to restaurants and ablution blocks. The AGFO Expo Management appeal to all exhibitors to conserve water.
- c. Exhibitors requiring large volumes of water will be limited to 5 000 (five thousand) liters for the duration of the expo and must apply for additional water in advance. Approval of these applications will be subject to certain conditions, and a fixed fee will be charged.

## 13 OPENING AND CLOSING TIMES OF AGFO EXPO GROUNDS

- a. The AGFO Expo starts at 09:00 and closes at 18:00 daily and all exhibitions must be manned during this time. Gates will open at 07:00 and close at 18:30 for all Exhibitors.
- b. All stands must be occupied and exhibitions must be set up and ready at 18h00 on the day before the AGFO Expo, subject to the provisions of clause 4(j)(m) and (n).
- c. For the purpose of effective security measures, no parties, receptions or social gatherings are permitted on the Expo terrain. Exhibitors are requested to leave the AGFO Expo grounds by 18h30 every day, after which the terrain will be handed over to the security services.
- d. Exhibitors will not be permitted to transport exhibition material to and from the AGFO Expo grounds during official show hours. Deliveries will only be permitted in exceptional cases and only between 07h30 - 08h30. See clause 15(b)

## 14 STAND ATTENDANTS AND SECURITY

- a. In their own interest, Exhibitors are requested to arrange for at least 1 (one) representative to be in control of their stands during the times when the AGFO Expo is open to the public.
- b. All exhibitors are requested to be conscious of their security for the duration of the AGFO Expo, and to inform their staff on duty at their stands accordingly.
- c. All Exhibitors are expected to comply with all regulations and instructions regarding security, as issued by the AGFO Expo Management from time to time.
- d. No staff of exhibitors may be on the expo premises after 18h30. Exhibitors will only be permitted to make use of the official security firm appointed by the AGFO Expo Management and will not be permitted to make use of their own attendants. No person will be permitted to stay or sleep in the exhibition venue overnight (after closing of the expo daily). This rule is not applicable to the livestock exhibitors who, within the applicable rules, may have herdsman on the terrain during the night.
- e. Although the AGFO Expo Management hires a security firm to provide security services for the duration of the AGFO Expo, AGFO Expo Management accepts no liability for any damage or losses due to theft or any other criminal activity.



## 15 ACCESS OF VEHICLES TO AGFO EXPO GROUNDS

- a. No exhibitor will be permitted the use of a vehicle on the terrain during the AGFO Expo. Only vehicles of service providers will be permitted and only in exceptional circumstances. Permits must be obtained beforehand and the said permit must be fixed to the window of the vehicle before access to the terrain will be granted.
- b. Exhibitors who urgently need to transport exhibition material to the exhibition premises are only permitted to do so daily between 07h30 and 08h30. Vehicle access is subject to certain conditions that must be strictly adhered to. Permission in terms of this clause will be granted at the discretion of the AGFO Expo Management and is not a right in terms of this Agreement.
- c. The AGFO Expo Management reserves the right to have all unauthorized vehicles or trailers on the grounds removed at the expense of the owner. The AGFO Expo Management does not accept any responsibility for any damage or loss resulting from such removal, whether direct or indirect.

## 16 DIRECT SALES TO THE PUBLIC

- a. Exhibitors are permitted to make sales or take orders from any attendee at the Expo from their demarcated site.
- b. The AGFO Expo Management reserves the right to prohibit the sale of any article and/or literature which they consider undesirable.

## 17 DANGEROUS MACHINERY

- a. All machinery or potentially dangerous objects, in use by the Exhibitor at their stand must be protected in such a way that the public and other persons are secured against injuries and loss, with the understanding that the AGFO Expo Management itself, by approving these protection measures, does not accept any responsibility for any injury or damage to any person or property caused by the said machinery or potentially dangerous objects.

## 18 DISTRIBUTION OF PAMPHLETS AND OTHER PROMOTIONAL ITEMS AND THE DISPLAY OF ADVERTISING BOARDS

- a. Exhibitors are permitted to distribute pamphlets or any other promotional items from their own stands, unless in accordance with the provisions of clauses 7(a) and 7(b). Exhibitors may not distribute pamphlets and or other promotional items from any other location, other than their own stands.
- b. In cases where an exhibitor distributes pamphlets or leaflets from any place in the grounds or parking area, the AGFO Expo Management has the right to prohibit such distribution without any further notice and to take action against the exhibitor.
- c. No advertising boards or banners may be put up or displayed at any place on the grounds or in the parking area or along access routes to AGFO EXPO, except within the boundaries of an exhibitor's own stand.





- d. The mass distribution of any promotional items including but not limited to carry bags, caps, t-shirts and such items is not permitted, even from the Exhibitor's own stand. Such items should only be handed out to prospective clients enquiring about the product of the Exhibitor.
- e. The distribution of balloons or any gas-filled promotional material shall not be permitted.
- f. The distribution of branded or non-branded bottled water shall not be permitted.

## 19 COMPETITIONS AND FUND-RAISING

- a. The raising of funds of any nature, including the placing of a collection box at the Exhibitor's stand, is not permitted.
- b. The holding of legal competitions by exhibitors at their stands in favor of attendees is permissible, provided that the entry forms for the competition are only issued at the Exhibitor's stand and that the prize is related to the Exhibitor's product, taking clause 7 into account. Exhibitors are requested to obtain prior written permission in this regard from the AGFO Expo Management.

## 20. REMOVAL OF EXHIBITION

- a. With the exception of goods or products that have been sold directly to the public attending the Expo, no exhibition or part thereof may be removed from the AGFO Expo grounds during the course of the AGFO Expo.
- b. Any outdoor exhibition that has not been removed within 5 (five) days of the conclusion of the AGFO Expo, will become the property of the AGFO Expo and may be sold at the discretion of the AGFO Expo Management.
- c. No exhibitor may partially or totally dismantle his exhibition or remove it from his stand, before 07h00 on the day following the last day of the AGFO Expo. This includes any product, exhibition material, banners and pamphlets or any item which may have formed part of the original exhibition. No exceptions will be considered and exhibitors failing to comply with this condition will forfeit their exhibition rights for any future Expo event hosted by AGFO Expo.

## 21 FITTINGS

- a. The Exhibitor is entirely responsible for the costs and liability for any risks in respect of the installation of fittings at the stand.
- b. The AGFO Expo Management will not be held responsible for any damage to fittings.

## 22 LOSS AND DESTRUCTION OF PROPERTY

- a. The AGFO Expo Management will not be held responsible for any loss of or damage to goods or products, suffered by any exhibitor, for any reason whatsoever. Exhibitors who do not wish to risk leaving their goods at their stands overnight should reconsider exhibiting at the AGFO Expo. No special arrangements will be made for the daily removal of goods or products unless prior written consent is obtained from Management, which consent will be granted at the discretion of Management and will not be a right in terms of this contract.



- b. Exhibitors may not remove poles from the site under any circumstances. These poles are placed on site to restrict vehicles to certain parts of the terrain. Should the removal of poles by an exhibitor come to the attention of the AGFO Expo Management, such exhibitor will be requested to leave the premises immediately and the exhibitor will lose the privilege to exhibit at the AGFO Expo, without any right of any other amounts paid.

## 23 INSURANCE & PUBLIC LIABILITY INSURANCE

- a. The AGFO Expo Insurance Policy does not cover the exhibitor or his exhibition. It would therefore be in the interest of the Exhibitor to obtain his own Public Liability Insurance for the duration of the AGFO Expo.
- b. The exhibitor is responsible for the insurance of any goods brought by them into the exhibition halls. The AGFO Expo and its members will not be held liable for any loss in respect of such goods from any cause whatsoever and without limiting the generality of the foregoing, whether by theft, fire, breakage and/or negligence of any persons.

## 24 EXCLUSION OF LIABILITY

- a. The Management of AGFO Expo, its directors, managers, employees, agents, exhibition site and/or its members (in this paragraph 24 jointly referred to AGFO Expo) shall not be responsible for any special, direct, indirect or consequential loss and/or damage to the stand and/or other property of any kind brought into the expo by the Exhibitor, its servants, employees, agents, contractors or invitees nor for any injury to the person or loss of life of an exhibitor, or any of its servants, employees, agents, contractors or invitees howsoever such loss and/or damage to the stand or property; or injury to person may be caused and notwithstanding that such loss or damage to the stand or property, or injury to person may have been occasioned by the fault, neglect or gross negligence of the invitees or by the exhibition site being in or falling into a defective state of repair.
- b. In addition, and not limiting the generality of the foregoing, under no circumstances shall AGFO Expo be liable, to the Exhibitor or any other person, for any loss of any nature whatsoever and howsoever arising, including but not limited to lost goodwill, loss of profits, injury, loss of revenue or, difficulties which may arise out of this Agreement. The Exhibitor is responsible for his/her own safety and well-being and personally assumes all risks, acknowledging that none of these risks shall be assumed by the Organiser either whole or in part.
- c. The Exhibitor hereby indemnifies the AGFO Expo against all and any actions, claims, demands, costs (including costs on an attorney and client scale), charges or expenses arising or resulting directly, or indirectly from any act, omission or negligence by the AGFO Expo notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or in part by the fault, neglect or gross negligence by the AGFO Expo or any installations thereof being of falling into a defective state of repair.



## 25 REOFFERING OF STANDS

- a. Exhibitors are reminded that the agreement with the AGFO Expo Management is only valid for one AGFO Expo, except in cases where the exhibitor has entered into a long-term contract with the AGFO Expo Management.
- b. The AGFO Expo Management is under no obligation to offer the exhibitor the same stand as the one he hired during the previous AGFO Expo. It is, however, customary for the AGFO Expo Management to do so, if possible.
- c. Furthermore, the AGFO Expo Management is under no obligation to offer an exhibitor of one AGFO Expo a site or stand for the following AGFO Expo. In such instance, the AGFO Expo Management shall be under no obligation to provide reasons for its decision.

## 26 ALCOHOL AND FOOD ON THE AGFO EXPO GROUNDS

- a. In accordance with applicable legislation, no open fires or preparation of food will be permitted on non-food stands.
- b. Various restaurants and food stalls are available for the duration of the AGFO Expo.
- c. Exhibitors who wish to entertain visitors at their stands and who would therefore like to offer them refreshments, must obtain prior written permission from the AGFO Expo Management at least two weeks before the commencement of the AGFO Expo. Should permission be granted, arrangements can be made to purchase drinks, food and/or refreshments from the AGFO Expo Management.
- d. No exhibitor may, even for his own use, bring any alcohol or food onto the AGFO Expo premises except as per the provisions of 27(c).

## 27 NOISE AND PRESENTATIONS AT STANDS

- a. No loudspeakers or sound boosters are permitted at stands without prior written permission from the AGFO Expo Management.
- b. Exhibitors working with or demonstrating any instruments, chain-saws or any other type of machinery with a high noise level, will not be permitted to do so if the AGFO Expo Management should decide that such instruments or equipment is a nuisance to the public or other exhibitors, or to any of the livestock sections.
- c. As the AGFO Expo is primarily a place of business and the emphasis should therefore be on the promotion of products, information and services, exhibitors will not be permitted to present any form of entertainment on their stands. This includes shows, music, jumping castles, etcetera.

## 28 CLEANING OF STANDS

- a. The exhibitor shall, for the entire duration of the show and at his own expense, keep his exhibition area neat, clean and hygienic.



29 ATTENDANCE

- a. The AGFO Management does not guarantee the number of persons expected to attend the exhibition and gives no warranties in this regard.

30 SURETY

- a. If a third party signing this Agreement on behalf of the Exhibitor has not been authorised to do so, the Exhibitor hereby agrees that in such cases, its members, directors or partners shall be personally liable for all obligations in terms of this Agreement.
- b. Should the Exhibitor be a Company, Close Corporation, Trust, Association or Partnership, then the signatory hereto agrees to bind him / herself as surety for and co-principal debtor with the Exhibitor for all amounts owing by the Exhibitor (principal debtor) in terms of this Agreement to the AGFO Management. The signatory hereto, further hereby renounces the benefits and defenses of exclusion and division.

31 GENERAL

- a. Exhibitors failing to comply with any clause of this agreement will risk losing their stands and the exhibitor's fee paid to the AGFO Expo Management.
- b. No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto.
- c. No indulgence or extension, which the AGFO Expo Management may allow to the exhibitor, will be regarded as a variation of this agreement, or a waiver of the AGFO Expo and its member's rights in terms of this Agreement.
- d. No remedies conferred by this agreement are intended to be exclusive in any other remedy which is otherwise available in law, unless expressly limited in this agreement. Each remedy shall be accumulative and in addition to any other remedy granted in terms of this agreement or otherwise available in law. The election of anyone or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.
- e. If any provisions of this agreement are rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.
- f. This Agreement may be executed in one or more counterparts which, when read together, will constitute a single binding Agreement.
- g. For the purpose of delivery of all notices and / or processes arising from or in connection with this Agreement, the exhibitor chooses as its *domicilium citandi et executandi* the address stated in the exhibitor's application.
- h. The parties hereby agree that the law of the Republic of South Africa will govern this agreement.

31 AMENDMENT OF REGULATIONS

- a. These regulations are, at all times, subject to amendments and supplements at the discretion of the AGFO Expo Management.



By signature of this Agreement the Exhibitor acknowledges to have read and understand the terms and conditions and agrees to be bound thereby.

This done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
Exhibitor Signature

2. \_\_\_\_\_

\_\_\_\_\_  
Exhibitor Name

\_\_\_\_\_  
Company Name

