



T H E C O N S T A N T I A V I L L A G E



EXPO APPLICATION FORM

T H E F I N E S T I N E V E R Y S E N S E

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THE CONSTANTIA VILLAGE EXHIBITOR'S AGREEMENT

BETWEEN:

The Constantia Village Shopping Centre

and _____ (company name)

hereafter referred to as "the exhibitor"

conducting the _____ (name of event)

hereafter referred to as "the exhibition" or "the exhibition/promotion"

Subject

The Constantia Village hereby temporarily leases to the Exhibitor an area to be utilized for an exhibition/ promotion and the parties agree that the following conditions shall apply to the exhibit/promotion for its entire duration at The Constantia Village.

Rate

The Constantia Village hereby temporarily leases to the Exhibitor the area known as the _____ Court for the period starting on _____ (D/M/Y) and ending on _____ (D/M/Y) for an amount of _____ per day excl VAT.

THE CONSTANTIA VILLAGE EXHIBITORS / PROMOTIONS RULES AND REGULATIONS

The creation of an upmarket and pleasant shopping experience and atmosphere is vital at The Constantia Village. The following rules are therefore implemented to ensure that the image of the exhibitor and the execution of the promotion conform to The Constantia Village's standards and regulations.

1. Exhibitors are to ensure that their displays look neat and attractive at all times.
2. A floor plan detailing the layout of the promotion or event must be submitted for approval by The Constantia Village no less than 3 weeks prior to the set-up of the promotion. A high standard of exhibition / promotion must be in keeping with the image of The Constantia Village. This image must be maintained at all times and the proposed floor plan is to be signed off in accordance with Fire Regulations.
3. There are a number of restrictions in terms of height and width in the two promotions areas in the centre. No exhibition taking place in the Centre Court in the Main Village may exceed 5 m x 5 m. Displays in the promotions court in the Fashion Wing are restricted to 4 m x 4 m. No promotional material or exhibitions displayed shall block any shop fronts around the promotions areas – height is therefore restricted to 2 metres. It is crucial that all measurements be supplied in writing together with the floor plan by the exhibitor to The Constantia Village, no more than 3 weeks prior to the promotion. If display equipment/visual material does not comply with the specified standards, The Constantia Village will advise the exhibitor of the name of supplier from where equipment/ material can be sourced. The cost of hiring equipment will be for the account of the exhibitor.
4. No selling from the promotions areas, except with permission of Centre Management.

SINGED BY THE EXHIBITOR _____

SINGED BY THE CONSTANTIA VILLAGE _____

5. No promotion of a product or service will be permitted if it is a competitor to existing tenants in the centre, unless approval from the relevant tenant(s) has been received in writing.
6. The Constantia Village Management shall not be held responsible for any loss, theft or damage to promotions or exhibitions. It is the sole responsibility of the exhibitor to make the necessary security arrangements, at the exhibitor's own expense.
7. No promotion intended for the gathering of personal information of shoppers for the purpose of obtaining a database is allowed.
8. The promotion must be staffed in accordance with the The Constantia Village's trading hours.
9. Exhibitors are not to approach shoppers in a direct manner to present goods or support a cause - please wait for customers to approach you.
10. No surveys may be done inside or outside the centre unless prior arrangements have been made with The Constantia Village Management.
11. No roaming promotions are permitted in the centre unless prior arrangements have been made with The Constantia Village Management.
12. Personnel staffing the promotions must be professional, neatly dressed and trained to deal with shoppers.
13. By law, no smoking is permitted in the centre. No drinking or eating in the promotions areas.
14. If a table is being used to display items, it must be covered with a floor length white linen banqueting tablecloth. If exhibitors do not have access to such a tablecloth, it can be hired from The Constantia Village.
15. All bags and personal belongings must be kept out of sight and are the sole responsibility of the owner.
16. All construction of sets and exhibitions or promotional material must be completely set up before trading begins at 09:00 and dismantled after trading finishes at 18:00, unless alternative arrangements have been made with The Constantia Village Management.
17. No construction or painting of sets or shell structures is to take place in the promotions area. As much pre-fabrication as possible is to take place off-site.
18. No nailing, screwing, drilling or gluing of any description on walls or floors is permitted in the promotions areas.
19. No promotional material or structure may be hung without prior arrangements being made with The Constantia Village Management.
20. Any artwork containing The Constantia Village logo is to be approved by The Constantia Village Management in writing before going to print.
21. If any part of the promotions area is damaged by the promotion, the exhibitor will carry the repair costs thereof.

SIGNED BY THE EXHIBITOR _____

SIGNED BY THE CONSTANTIA VILLAGE _____

- 22. 70% cancellation fee will be charged if any cancellation happens less than 4 weeks prior to the promotion or event.
- 23. The exhibitor must clean and remove all material from the promotions area after the promotion. If this is not undertaken, the exhibitor will be charged for damages.
- 24. If any cooking demonstrations are to take place, food is to be prepared under conditions as specified by the Health Department. Permission is to be obtained from The Constantia Village Management.
- 25. Any power requirements must be supplied by the exhibitor and discussed with The Constantia Village at least 4 weeks prior to the promotion or event. No cabling may be exposed to the public or be hazardous in any way.
- 26. Noise must be kept to acceptable levels at all times so as not to disturb shoppers and tenants.
- 27. The Constantia Village Management reserves the right to evict the promotion or event and immediately cancel the booking if any staff member or service provider of the promotion or event contravenes any of the rules and regulations mentioned above.
- 28. The Constantia Village Centre Management reserves the right to terminate any exhibition or promotion in the event of breach of any of the conditions specified above. No refunds will be offered.

I, the undersigned, being duly authorized, having read the foregoing terms and conditions and those set out in "The Constantia Village Exhibitor's Agreement", agree to abide by them at all times whilst our staff, service providers, sub-contractors, appointed agents and sponsors are at the Mall's premises and will ensure that these persons are familiar with the terms and conditions as specified.

The Exhibitor

SIGNED at _____ ON THIS _____ DAY OF _____ 20 _____

FOR AND ON BEHALF OF _____ (company name)

BY _____ (name of signatory)

AS WITNESSES:

1. _____

2. _____

_____ (authorised signatory)

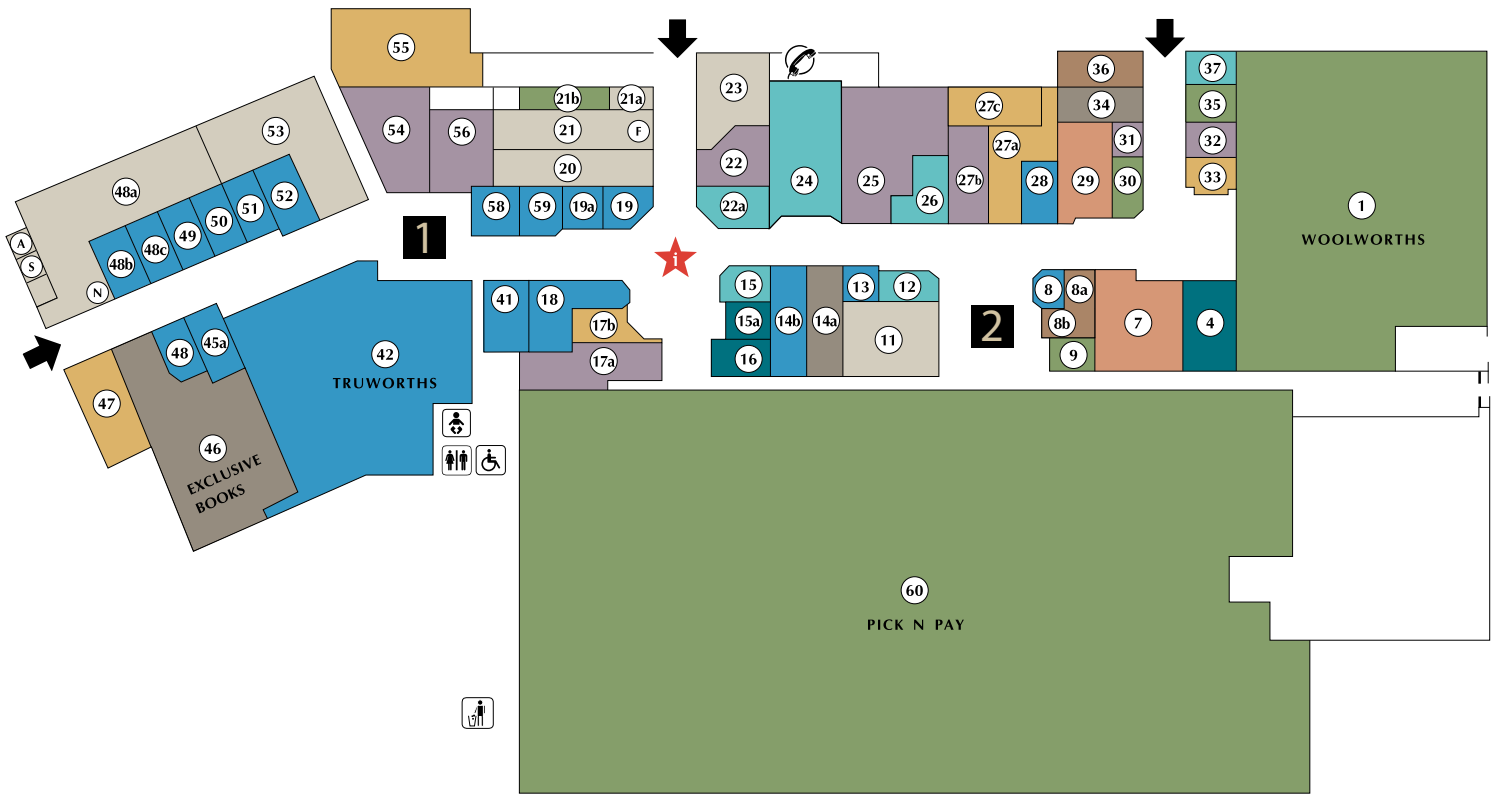
SIGNED BY THE EXHIBITOR _____ SIGNED BY THE CONSTANTIA VILLAGE _____

1. fashion court

dimensions: 4 m x 4 m
 approximately: 16 m²
 height restriction: 1,7 m

2. centre court

dimensions: 5 m x 5 m
 approximately: 25 m²
 height restriction: 1,7 m



please note: map is not to scale

GENERAL INFORMATION

TRADING HOURS:

Mondays - Fridays 09:00 - 18:00
 Saturdays 09:00 - 17:00
 Sundays & public holidays 09:00 - 13:00

CONTACT DETAILS:

Mark Jonker
 Tel: 021 794 5065
 Fax: 021 794 1712
 Mail: mjonker@growthpoint.co.za

STATISTICS:

Gross lettable area: 20 396 m²
 Customer profile: LSM 9 - 10
 Number of monthly visitors: 400 000

APPLICANT'S INFORMATION

EXHIBITOR'S DETAILS

please complete in full

Contact person (name and surname): _____

Company name: _____

Company registration number: _____

Physical address: _____

Postal address: _____

E-mail address: _____

Work telephone number: _____

Cell phone number: _____

Fax number: _____

Vat registration number: _____

MANAGER(S) ON DUTY DURING EXHIBITION/PROMOTION

(1)

Name and surname: _____

Cell phone number: _____

Date on duty: _____

(2)

Name and surname: _____

Cell phone number: _____

Date on duty: _____

(3)

Name and surname: _____

Cell phone number: _____

Date on duty: _____

(4)

Name and surname: _____

Cell phone number: _____

Date on duty: _____

SIGNED BY THE EXHIBITOR _____

SIGNED BY THE CONSTANTIA VILLAGE _____

INDEMNITY

EXHIBITIONS, DEMONSTRATIONS, PERFORMANCES, PROMOTIONS

I / We the undersigned,

FULL NAME & DESCRIPTION OF LEGAL ENTITY (including trading name): _____

ID / REGISTRATION NO: _____

hereby indemnifies and holds harmless Growthpoint Management Services Proprietary Limited, Registration Number 2004/015933/07 ("GMS"), against all and / or any liability, loss, costs (including but not limited to legal costs on the scale as between attorney and own client), damages or injury to property and / or person, that may be incurred or sustained by any person whomsoever, from any cause whatsoever, including but not limited to the negligence and / or willful conduct of any person / entity for which GMS would be liable and responsible for in terms of law, and also against any actions, legal proceedings and claims of whatsoever nature which may be instituted or made, arising out of, or in any way connected with any intra-mural or extra-mural exhibition, demonstration, performance or other promotion whatsoever, either held by or organized by me / us at, in, or about, the shopping centre known as "The Constantia Village", physically situated at cnr Main Road Constantia and Spaanschemat River Road .

Signed at..... on.....

Witnesses:

1.

2.

being duly authorised

SIGNED BY THE EXHIBITOR _____

SIGNED BY THE CONSTANTIA VILLAGE _____