

U 200095



# Advertising Space Contract

between

**Dubai World Trade Center (L.L.C.)**

and

**Center for International Trade Expositions and Missions (CITEM)**

for

**Gulfood Exhibition**

from

**16 Feb 2020 – 20 Feb 2020**

at

**Dubai International Convention & Exhibition Centre**

Dated: 12 Feb 2020

Contract ID: ADVNP/003290



**FORM OF CONTRACT FOR THE PROVISION OF VENUE ADVERTISING SERVICES**

THIS FORM OF CONTRACT FOR is made on 12 Feb 2020 by and between:

**DUBAI WORLD TRADE CENTER (LLC)**, owned by the Dubai World Trade Center Authority (one person company) with limited liability ) organized and existing under the laws of Dubai, having its head office at Sheikh Zayed Road is P. O. Box 9292, Dubai, United Arab Emirates (hereinafter "DWTC") which expression includes the DWTC's successor and assigns; and

**Center for International Trade Expositions and Missions (CITEM)**, Pasay City, Philippines,

(herein after the "Advertiser").

Together "Parties" and individually "Party".

**RECITALS**

DWTC is a well-recognized professional entity which, among its other businesses, owns and manages venues in prime locations within the Emirate of Dubai for holding exhibitions, conventions, and conferences;

The Advertiser is desirous of booking advertising locations on the Event Day "Event Date" all as set forth in Schedule A and has approached DWTC for the provision of Venue Advertising Services at the Venue for the Event during the Contract Term;

**1. APPOINTMENT**

The Advertiser hereby engages DWTC to provide the Advertising Services during the Contract Term and agrees to be bound by the Venue Advertising Services standard terms and condition.

**2. FEE AND PAYMENT SCHEDULE**

Total Amount includes the Advertising fee, printing, production, installation, dismantling, and the cost of insurance only for the duration of the specified Exhibition or Contract period.

Payment terms are 100% prior to the installation

Cancellation fee is 100%


Conversion rate: 1 USD = 3.62 AED

In case of failure to meet the payment terms, DWTC reserves the right to cancel the booking.

**3. LAW & DISPUTE RESOLUTION**

The Venue Advertising Services Contract shall be construed and interpreted in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates. Any dispute arising out of this Contract will be exclusively settled by the Courts in the Emirate of Dubai.

Authorized Signature & Co. Stamp: .....

  
**PAULINA SUACO-JUAN**  
Executive Director

Date: .....

**Schedule A**

Event Name	Gulfcood Exhibition		
In Date	12 Feb 2020	Start Date	16 Feb 2020
Out Date	22 Feb 2020	End Date	20 Feb 2020
Branding Description		QTY	
Bridge Banner Glass		2	
Bridge Banner Top		2	
Gross Total Amount (Excluding VAT)			ARJ 14,900

**VAT:**

All amounts expressed to be payable under this Agreement by the Advertiser to DWTC which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by DWTC to the Advertiser under this Agreement and DWTC is required to account to the relevant tax authority for the VAT, the Advertiser shall pay to DWTC (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT and DWTC shall provide an appropriate VAT invoice to the Advertiser.

**PAYMENT TERMS:**

- Total Amount includes the Advertising fee, printing, production, installation, dismantling, and the cost of insurance only for the duration of the specified Exhibition or Contract period. Net Payable Amount is exclusive of VAT.
- Payment terms are 100% prior to the installation.
- Cancellation fee is 100%.
- Conversion rate: 1 USD = 3.62 AED
- In case of failure to meet the payment terms, DWTC reserves the right to cancel the booking.

**PRODUCTION:**

- Artworks must be submitted to DWTC team before 30 days of the build-up/Display date
- Artworks must be submitted as per the specs & dimensions provided by the DWTC Team

**IMPORTANT NOTES:**

- Proposal is valid for 10 days from the issue date.
- Artwork must be submitted to DWTC for approval before the installation.

**INSURANCE:**


- DWTC will procure the requisite insurance on behalf of the advertiser

**APPROVAL OF PROPOSAL:**

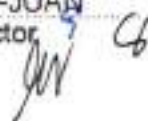
The Above specifications, prices, and conditions are acceptable. I hereby authorize all work as specified to be carried out by DWTC. Payment to be remitted as outlined above.

I have read and agree to abide by DWTC's standard Terms and conditions for the Advertising Space contract.

Authorized Signature &amp; Co. Stamp:


  
**PAULINA SUACO-JUAN**  
 Executive Director

Date: .....

## STANDARD TERMS AND CONDITIONS FOR SPACE ADVERTISEMENTS

These Terms and Conditions form an integral part of the Advertising Space Contract.

### 1 DEFINITIONS AND INTERPRETATION

In these Terms and Conditions and the Advertising Space Contract, capitalised words have the meaning set out below:

**"Advertising Space Contract"** means the agreement entered into between DWTC and the Advertiser, which incorporates these Terms and Conditions;

**"Force Majeure Event"** means any event affecting the performance of any provision of the Advertising Space Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party;

**"DWTC"** means Dubai World Trade Center owned by Dubai World Trade Center Authority one person company limited liability company;

**"Exhibition"** means a show or event during which the Advertisement will be displayed in accordance with the Advertising Space Contract.

**"Proposal"** means the Proposal Specifications set out in the Advertising Space Contract;

**"Advertiser"** means the party specified in the Advertising Space Contract;

**"Objectionable"** means in relation to any Artwork, that (a) is defamatory, unlawful, offensive or objectionable; or (b) violates any third party rights or sensitivities; or (c) is likely to bring the DWTC into disrepute; or (d) infringes any social, moral, cultural, religious or political values of the United Arab Emirates; or (e) is defamatory, libellous, obscene, offensive or illegal or infringes any right of any person; or (f) breaches any law or direction having the force of law; or (g) is changed or amended without DWTC's prior approval.

**"Advertising Fees"** means the fees charged to the Advertiser by the DWTC for the provision of the space for the Advertisement, as set out in the Advertising Space Contract;

**"Advertisement(s)"** means the advertisement(s) as set out in the Advertising Space Contract;

**"Location(s)"** means the location(s) where the Advertisement(s) will be installed and displayed as specified in the Advertising Space Contract;

**"Venue"** the halls/concourses in which the Exhibition is scheduled to be held.

**"Terms and Conditions"** means these Terms and Conditions forming an integral part of the Advertising Space Contract.

**"DWTC's Instructions"** means DWTC's instructions, procedures, and regulations in relation to the use of the Venue and the installation of the Advertisement.

**"VAT"** means value added tax or sales tax and any other tax of a similar nature imposed in any jurisdiction.

### 2 ADVERTISEMENT

2.1 In consideration of the payment to the DWTC by the Advertiser of the Advertising Fee, DWTC will allow the Advertiser to use the location(s) specified in the Advertising Space Contract to install and display the Advertisement for the duration therein specified.

2.2 If, for whatever reason, the DWTC is unable to provide the contracted location(s), DWTC may substitute alternative location(s) but without any compensation.

2.3 DWTC may enter into any advertising arrangements with any third party (including the Advertiser's competitors) in respect of

any of advertising opportunities within its premises and no exclusivity of any kind is granted.

### ARTWORK

3.1 At least thirty (30) days prior to the commencement of installation work or earlier if so specified in the Advertising Space Contract, the Advertiser provide to the DWTC with: (a) a copy of the proposed advertisement(s) ("Artwork"); (b) and any other materials or information requested by the DWTC.

3.2 The content of all Artwork is subject to DWTC's prior approval and is subject to DWTC's sole discretion. DWTC may require the Advertiser to make changes to the Artwork and such changes will be made by the Advertiser at the Advertiser's cost. The Advertiser will resubmit any revised Artwork to DWTC for its approval in accordance with this clause.

3.3 The Advertiser will install the Advertisement at the Venue and at agreed locations in accordance with the Advertising Space Contract only for the agreed duration and upon the expiry of the duration, at its cost the Advertiser shall dismantle the Advertisement and return the space in the same condition as it was in at the time of installation of the Advertisement. Should the Advertiser for any reason fail to clear the location by the Dismantling Date, DWTC is authorised to do so at the Advertiser's cost.

3.4 The Advertiser is solely responsible for the procurement, construction, installation, maintenance, safety, dismantling and removal of the Advertisement. The Advertiser shall make good any damage caused to DWTC or third party property.

3.5 Where the Advertiser's personnel carry out any work at the location(s), the Advertiser will: (a) ensure that such personnel, for the purposes of complying with relevant labour law, are sponsored by the Advertiser; (b) comply with all relevant labour and immigration laws and carry their labour cards; and (c) procure that its personnel comply with DWTC's instructions given from time to time adhere to DWTC's security procedures and health and safety regulations; (d) obtain insurance cover for the following risks: (i) workmen's compensation; and (ii) such other risks as determined by DWTC in its reasonable opinion. Erection All Risk and Third Party Liability Risk insurance will be procured by DWTC on the Advertiser's behalf and maintained valid for the relevant duration, within the consideration of the Advertising Fee.

3.6 DWTC may remove from the location(s) any Advertisement which contains content which is, in DWTC's opinion, Objectionable.

3.7 Notwithstanding anything else in the Advertising Space Contract, the Advertiser must obtain any and all governmental or other regulatory approvals if any required in respect of the Advertisement.

3.8 Each party acknowledges and agrees that the approval of the Artwork (including any revised or modified versions) given by DWTC under clause 3.2 may not be relied upon as any indication as to the legality or appropriateness of the proposed Artwork.

3.9 The installation and dismantling of the Advertisement may be carried out by the Advertiser's nominated contractor if approved in writing by DWTC. The Advertiser shall ensure that its nominated contractor adheres to DWTC's Instructions. The Advertiser shall be and remain responsible for acts of omission or commission by its nominated contractor and for the nominated contractor's negligence or failure to abide by DWTC's Instructions.

### PRICE AND PAYMENT TERMS

4.1 The Advertiser will pay the Advertising Fees to DWTC in accordance with the Advertising Space Contract without set-off, deduction or other withholding.

4.2 The Advertiser acknowledges that, except as expressly set out in the Advertising Space Contract, the Advertising Fees are not refundable under any circumstances. If any payment is not received as stipulated, DWTC may cancel the Advertising

4.3 Space Contract and no refund of any payments will be made on such cancellation.

**5 INTELLECTUAL PROPERTY**

5.1 The Advertiser warrants to DWTC that the Advertisement does not infringe any intellectual property rights any third party. The Advertiser shall indemnify and keep DWTC indemnified against any claim or action brought against DWTC in this respect.

5.2 Without limiting clause 5.1, DWTC may take photographs or record videos of the Advertisement before, during or after the open hours of the Exhibition for any promotional and marketing purposes.

**6 CANCELLATION AND TERMINATION**

6.1 DWTC may immediately terminate the Advertising Space Contract if the Advertiser is in material breach of the Advertising Space Contract and fails (where the breach is capable of remedy) to remedy the breach within seven (7) days of the receipt of a request in writing from DWTC to remedy the breach, such request setting out the breach and indicating that failure to remedy the breach may result in termination of the Advertising Space Contract. If the Advertiser commits a material breach that is incapable of being remedied then DWTC may terminate the Advertising Space Contract immediately by notice to the Advertiser.

6.2 If the Exhibition is cancelled by DWTC, the Advertiser may cancel the Advertising Space Contract and DWTC shall refund the Advertising Fee in full.

6.3 If the Exhibition is rescheduled or relocated, then to the extent practical, DWTC shall provide alternative location(s) at the rescheduled or relocated Exhibition and if not practical, refund the Advertising Fee in full.

6.4 If the Advertiser has also entered into a space contract with the organiser of the Exhibition and that contract is terminated for any reason, DWTC may terminate the Advertising Space Contract immediately by giving written notice to the Advertiser and no refund of the Advertising Fee will be made.

6.5 No damages or compensation is payable by DWTC to the Advertiser upon cancellation or termination of the Advertising Space Contract.

**7 WARRANTIES AND LIMITATION OF LIABILITY**

7.1 The Advertiser warrants and represents to the DWTC that: (a) it has the power and authority to enter into the Advertising Space Contract and that it has complied with all relevant legislation, regulations, codes of practice, directives, guidance and other requirements of any relevant federal, local or municipal Government department or agency in the United Arab Emirates, any applicable codes of practice in respect of advertising and all other relevant industry codes of practice; and (b) that the Artwork is not Objectionable.

7.2 The Advertiser will indemnify the DWTC against all losses, damages, claims and expenses suffered or incurred by the DWTC arising out of or in connection with the Advertising Space Contract.

7.3 DWTC makes no warranties of any kind, whether express or implied, in relation to the Advertising Space Contract, the Exhibition and the Venue, including without limitation, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage of trade.

7.4 DWTC will not be liable to the Advertiser or any third party for any loss of profits or business, or for any indirect or consequential loss or damage. The total liability of the DWTC to the Advertiser for any form of loss or damage incurred by the Advertiser arising out of or in connection with the Advertising Space Contract will not exceed the amount of the Advertising Fees actually paid by the Advertiser under the Advertising Space Contract.

**8 NOTICES**

8.1 All notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the provisions of the Advertising Space Contract may be delivered by hand or sent by fax or electronic mail and will be deemed to have been given and received upon delivery if delivered by hand and upon successful completion of the transmission if sent by fax or electronic mail. Unless and until changed by notice in writing given in accordance with this clause, the addresses, fax numbers and electronic mail addresses for the parties will be as set forth in the Advertising Space Contract.

**9 GENERAL**

9.1 If, by reason of any Force Majeure Event, the DWTC is delayed in or prevented from performing any of the provisions of the Advertising Space Contract, then such delay or non-performance shall not be deemed to be a breach of the Advertising Space Contract and no loss or damage shall be claimed by the Advertiser for such reason.

9.2 DWTC may assign or otherwise transfer or dispose of the Advertising Space Contract or any of its rights or obligations whether in whole or in part to any third party. The Advertiser will not assign, transfer, sub-contract or otherwise dispose of the Advertising Space Contract or any of its rights and obligations arising under the Advertising Space Contract, whether in whole or in part without the DWTC's prior written consent.

9.3 Nothing in the Advertising Space Contract or any arrangement contemplated by it will be construed as establishing or implying any partnership between the parties, and nothing in the Advertising Space Contract will be deemed to constitute either of the parties as the agent of the other party or to authorise the other party to bind, contract in the name of or to create a liability for the other party in any way or for any purpose.

9.4 The Advertising Space Contract constitutes the entire understanding of the parties relating to the subject matter of the Advertising Space Contract and supersedes, cancels and replaces all prior agreements between the parties which relate to the same subject matter whether written, oral, implied or which would be inferred from the correspondence, oral statements or conduct of the parties and all such agreements will be deemed to have been terminated by mutual consent with effect from the date of the Advertising Space Contract.

**10 VAT**

10.1 All amounts expressed to be payable under this Agreement by the Advertiser to DWTC which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly if VAT is or becomes chargeable on any supply made by DWTC to the Advertiser under this Agreement and DWTC is required to account to the relevant tax authority for the VAT, the Advertiser shall pay to DWTC (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT and DWTC shall provide an appropriate VAT invoice to the Advertiser.

Signed in the presence of:

*Mah Buyao*  
MALERNA C. BUYAO  
Chief, Controllership Division

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY )S.S

**MANILA**

**MAR 02 2020**

BEFORE ME, a Notary Public for and in the City of Pasay, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of six (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

**WITNESS MY HAND AND SEAL** on the place and date first-written above.

Doc. No. 108  
Page No. 27  
Book No. \_\_\_\_\_  
Series of 2020 \_\_\_\_\_

**NOTARY PUBLIC**  
*Henry D. Adasa*  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC, UNTIL DEC. 31, 2020  
NOTARIAL COMMISSION: 2020-365 MLA  
REG. NO. 2019-06/06/2020, PASAY  
REG. NO. 2019-01/02/2020 MLA  
REG. NO. 2019-01/02/2020 PASAY  
REG. NO. 2019-01/02/2020 PASAY