

CS190532



SPACE CONTRACT

Gulfood 2020

DUBAI WORLD TRADE CENTRE

Company: Philippines-Center for International Trade Expositions and Missions (CITEM)
Address: Golden Shell Pavilion
 Roxas Blvd., Cor. Sen. Gil Puyat Avenue
 Pasay city 1300
 Philippines
Contact Person: Ledani Santiago
Event Sector: World Food
Contracted Term: From:2/16/2020 To: 2/20/2020

Contract No:	QUO-21636-R4B0P6
Issue Date:	19 Jun 2019

Stand No: R-150,162-R-M4,N3
Dimensions: 0 x 0 (M2)
Open sides: 4
Hall: SR

Description	Quantity	Unit Prices AED	Charges
Space Only	241.00 M2	AED2,450.00	AED590,450.00
Enhanced Internet Listing	1.00 EA	AED1,650.00	AED1,650.00
Registration Fees	1.00 EA	AED1,000.00	AED1,000.00
Exhibitor Insurance	1.00 EA	AED600.00	AED600.00
Early Bird Offer/ Save	241.00 M2	(AED250.00)	(AED60,250.00)
TOTAL EXHIBITION FEE:(excluding VAT)			AED533,450.00
VAT (5%)			AED26,672.50
TOTAL EXHIBITION FEE: (Including VAT)			AED560,122.50

1. The undersigned hereby confirms and accepts the allocated space as detailed above for the Contracted Term, and has understood and accepts to be bound by the attached Space Contract Regulation.

2. The undersigned agrees and accepts to sign and return this Space Contract along with payment in accordance with Schedule A (herein attached) within fourteen (14) days from the date of the applicable invoice date.

3. For any Space Contract signed three (3) months or less before the commencement of the Exhibition, the payment plan for the Total Exhibition Fee to be paid by the undersigned Exhibitor to the Organizer shall be in full (100%) and due seven (7) days from the date of the applicable invoice or commencement of the Exhibition, whichever is the earlier.

4. The undersigned agrees and accepts that all amounts payable under this Agreement are deemed to be inclusive of VAT, and accordingly if VAT is or becomes chargeable the Exhibitor shall pay the VAT.

For and on behalf of "Philippines-Center for International Trade Expositions and Missions (CITEM)":
 Name: ABDUL-BANI M. MACATOMAN Position: Undersecretary, Trade Promotions Group and Special Concerns
 Authorized Signatory: Date: 2/21/20

For and on behalf of "Dubai World Trade Centre LLC (owned by Dubai World Trade Centre Authority (one person company) with limited liability)":
 Name: _____ Position: _____
 Authorized Signatory: _____ Date: _____

SPACE CONTRACT REGULATIONS

These Regulations are to be read as an integral part of the Space Contract.

- 1. **DEFINITIONS AND INTERPRETATION**
In these Regulations and in the Space Contract, the following words shall have the meaning respectively assigned to them hereinafter, unless the context requires or admits otherwise:
 - "Agreement" shall mean the Space Contract and these Regulations and the Exhibition Contract;
 - "Applicable Laws" shall mean the local laws and regulations of the Emirate of Dubai and the Federal Law of the United Arab Emirates;
 - "Covers Space" shall mean all the exhibits at the Centre, lands of allocated space, and includes each of their agents, contractors, employees, invitees and attendants of the Exhibitor;
 - "Exhibition" shall mean the event as named and dated in the Space Contract;
 - "Exhibitor" shall mean any person, firm, company, association, organization and its employees, servants or agents to whom exhibit space has been allocated for the purpose of exhibiting at the Exhibition represented by the authorized signatory of this Agreement;
 - "Contracted Term" shall mean the contracted period under the Agreement, as specifically mentioned in the Space Contract;
 - "Exhibitor Manual" shall mean the manual of the Organizer's general guidelines established from time to time and distributed to the Exhibitor prior to the Exhibition for the safe and orderly conduct and close of the Exhibition;
 - "Exhibitor Material" shall mean such goods, exhibits, materials, equipment, plants, supplies, merchandise, models, exhibit items, or other property for the sole use of at the Exhibition;
 - "Force Majeure" shall mean any event or circumstances (or a combination of events or circumstances) which are beyond the reasonable control of the relevant Party, resulting in or causing the failure by that Party to perform any of its obligations under this Agreement (whether in whole or in part), including without limitation: (1) revolution, war, terrorism or other civil commotion, act of terrorism or sabotage or war; (2) nuclear explosion, radioactive, biological or chemical contamination, bombing, radiation or the identification of such contamination or radiation; (3) general strikes, work stoppages, working to rule, go slow actions and/or lockouts; (4) any effect of the natural elements including lightning, fire, earthquakes, floods, storms, hurricanes, tsunamis, cyclone or typhoons, material change in sea level or coastal subidence; (5) explosion (other than nuclear explosion or any explosion resulting from an act of war); (6) epidemic or plague; (7) inability to obtain necessary plans, equipment or materials due to blockade, embargo or sanction;
 - "Insurance Costs" shall be the costs of obtaining the mandatory insurance cover as prescribed in clause 12.1;
 - "Enhanced Internet Listing Costs" means (where applicable) the costs of the enhanced internet listing if any provided to the Exhibitor as set out in clause 12.2;
 - "Registration Fee" means the costs of registering the Exhibitor as set out in clause 12.3;
 - "Objectionable Displays" shall mean any signage, products, services or show phenomena of whatever kind be considered offensive, immoral, contrary to the applicable Laws, or in politically, socially, religiously sensitive or such that may cause prejudice to Dubai or the U.A.E. or their relations with other countries, trade bodies, associations, clients or in otherwise objectionable in the sole and discretionary opinion of the Organizer;
 - "Space Contract" means the Space Contract entered by the Organizer or Exhibitor and includes Schedule A attached thereto;
 - "Organizer" shall mean the Dubai World Trade Center LLC;
 - "Rental Fee" shall mean the sum payable by the Exhibitor to the Organizer in the amount and manner set out in Schedule A to these Regulations; and
 - "Venue" shall mean the Dubai International Convention and Exhibition Centre, at the Dubai Airport, Expo 67 such other venue used or assigned by the Organizer and specified in the Space Contract.

"Late Rate Fee" shall mean the applicable fee set out in Schedule A, for non-compliance to the payment plan.

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

- 2. **USE & ALLOCATION OF SPACE**
 - 2.1 The Organizer reserves the sole right to alter the allocated exhibit space position if deemed necessary and in the best interests of the Exhibition in order to provide a viable layout. The Organizer's decision on such reallocation of exhibit space shall be final and binding on the Exhibitor.
 - 2.2 The Exhibitor consents and agrees that all governmental and other regulatory approvals required for the display or use of Exhibition Material and its participation at the Exhibition shall be obtained prior to the commencement of the Exhibition (including all licenses or permits which may be required to operate or conduct the Exhibition and to pay all taxes, fees and charges (with or without) in connection with the Exhibition).
 - 2.3 The Exhibitor consents and agrees:
 - 2.3.1 to observe and comply with the reasonable directions of the Organizer;
 - 2.3.2 to be and remain in care, custody and control of the Exhibition Material;
 - 2.3.3 to refrain from any Objectionable Display and forthwith remove and clear any Objectionable Displays, as may be required by the Organizer;
 - 2.3.4 not to use the Exhibition for any immoral, improper, unlawful or illegal purpose or in a manner which is likely to cause public disorder or to harm the Centre, or in a way that might cause harm to any persons or damage to the property of the Organizer or the Centre Users, or in a way so as to cause nuisance or annoyance to the Centre Users;
 - 2.3.5 not, as, unless permitted in writing by the Organizer and then only in accordance with any conditions imposed, collect any charge or fee for admission to the exhibit space;
 - 2.3.6 not to install or exhibit any Objectionable Displays;
 - 2.3.7 observe and comply with Applicable Laws;
 - 2.4 Save and except as otherwise agreed in writing between the Exhibitor and Organizer, the Exhibitor shall not be entitled to sublet the whole or any part of the exhibit space. For the avoidance of doubt, the Exhibitor may only sublet subject to (a) the Organizer's prior written approval for the sublet space to be sublet and (b) once approved by the Organizer in writing, for the Exhibitor to provide in writing the names of the sub-legal entities of who they intend to sublet the exhibit space ("Co-Sharers"), including full details of the Exhibition Material of all those who will exhibit. Each and every Co-Sharer approved by the Organizer shall be deemed to pay the Insurance Costs, Registration Fee and Enhanced Internet Listing Costs accordingly.
- 3. **PAYMENT**
 - 3.1 The Exhibitor shall pay the Rental Fee, Registration Fee and the Insurance Costs in the amount, the manner and in accordance with the invoice issued pursuant to Schedule A.
 - 3.2 Time for payment shall be of the essence of the Agreement. Late payments, not in accordance with the payment plan in Schedule A, shall be subject to the applicable Late Rate Fee.
 - 3.3 The Rental Fee is payable in full even if the Exhibitor for any reason does not utilize the exhibit space or any part thereof.
 - 3.4 The Rental Fee, Registration Fee and the Insurance Costs stated in the Space Contract are exclusive of any applicable taxes.
 - 3.5 All amounts expressed to be payable under this Agreement by the Exhibitor to the Organizer 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 the Organizer to the Exhibitor under this Agreement and the Organizer is required to account to the relevant tax authority for the VAT, the Exhibitor shall pay to the Organizer on 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 the Organizer shall provide an appropriate VAT invoice to the Exhibitor).

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4. **CANCELLATION**
 4.1 The Exhibitor shall immediately inform the Organizer in writing of their intention not to utilize the exhibit space contracted for.
 4.2 Upon receipt of the written notice in clause 4.1
 4.2.1 all rights granted to the Exhibitor pursuant to the Agreement shall cease and the Organizer shall be at liberty to enter and use the exhibit space and
 4.2.2 all monies paid to the Organizer by the Exhibitor on account of the Rental Fee shall be forfeited to the Organizer, and the Exhibitor shall pay any outstanding amounts then owed and outstanding to the Organizer on account of the Rental Fee for work, in addition, the Organizer reserves the right to count any loss or damages arising out of such cancellation.
 4.3 The Organizer reserves the right at all times to change the date of the Exhibition, in relation to its commencement, duration and conclusion.
5. **REDUCTION OF EXHIBIT SPACE**
 5.1 All requests for reduction of exhibit space must be made in writing to the Organizer.
 5.2 If the written request in clause 5.1 for reduction is received by the Organizer up until twelve (12) weeks before the Exhibition, the Organizer may in its absolute discretion, allow for the reduction, otherwise any written request for reduction received by the Organizer after this period shall not be accepted.
 5.3 The Rental Fee is payable in full even if the Organizer agrees for a reduction in the exhibit space.
6. **STAND BOUNDARIES**
 All Exhibition Material must be kept within the agreed boundaries of the Exhibitor's exhibit space at all times. No Exhibitor may connect the gangways with Exhibition Material, nor may any such Exhibition Material protrude from the boundaries of the exhibit space. All distribution of literature must take place inside the boundaries of the Exhibitor's exhibit space and not in the gangways or any other area within the Venue. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have their exhibit space forfeited by the Organizer at the Exhibitor's own risk and expense.
7. **WARRANTY**
 The Exhibitor represents, warrants and undertakes that it is entering into the Agreement as principal and not as agent or nominee of any third party, and that the Exhibition Material does not infringe or is likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained, the Agreement may be terminated by the Organizer, and the Exhibitor shall indemnify the Organizer against any and all costs, claims, demands, losses, liabilities, charges, actions, and expenses arising from such termination due to the Exhibitor's breach.
8. **SOUND LEVEL**
 The sound level of audio equipment must be limited to an acceptable volume and controlled in a way which does not interfere with nor become a nuisance to neighboring exhibitors. The Organizers reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio visual presentations. If the Exhibitor refuses to adhere to comply with the request to reduce the volume, the Organizer reserves the right to disconnect all power coming to the exhibit table and the consequences will be those to the Exhibitor.
9. **EXHIBITOR'S RESPONSIBILITY**
 The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the stand and anything connected therewith or done during the period of the Exhibition including the build-up or breakdown phases, caused by the Exhibitor or any of its contractors, sub-contractors, agents, or the act, omission or neglect of or by any such person or by any Exhibition Material or other article belonging to, or in the care, control, or custody, the Exhibitor. The Exhibitor shall comply with the requirements of the Exhibitor Manual and ensure the contractor and sub-contractors and suppliers (whomever comply with the provisions.
10. **EXHIBITORS AND PASSEES**
 10.1 Every Exhibitor shall ensure their exhibit space is open to view and staffed by consistent representatives during the Exhibition opening hours. In the event of any Exhibitor failing to open their exhibit space or uncover their Exhibition Material, the Organizer may do so or may arrange for the exhibit space and Exhibition Material to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organizer will not be liable for any damages, losses, or expenses sustained by the Exhibitor as a result of the action.

- 10.2 Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other exhibitor or visitor of the Organizer. The Exhibitor shall observe the behavior and social norms applicable in the UAE. Any person who does not comply with these requirements shall be liable, at the discretion of the Organizer, to be immediately removed from the Exhibition and refused re-admission during the period of the Exhibition.
 10.3 The Organizer shall issue official passes for admission to the Exhibition and no other form of admission pass shall be valid. No Exhibitor shall be permitted to the Exhibition without producing to the gate official the Exhibitor's pass issued to them by the Organizer in addition to some acceptable form of proof of identity. In the event of such a pass being tampered or otherwise disposed of, it shall be immediately forfeited and no further pass will be issued in its place.
 10.4 The Organizers reserve the right at their sole discretion to withdraw the pass issued to any person if complaints have been received concerning their conduct or if there has been a breach of the Agreement.
11. **ORGANIZER'S RIGHT OF ENTRY**
 The Organizer and those authorized by them, have the right to enter the premises of the Exhibition at any time to execute works, repairs, and alterations and for any other purposes deemed necessary. No compensation shall be payable to an Exhibitor for damage, loss or inconvenience so caused.
12. **MANDATORY SHOW INSURANCE, REGISTRATION FEE AND FINANCIAL STATEMENT LISTING**
 12.1 The Exhibitor shall carry insurance to cover the following risks: (a) Public Liability for AED 10 million; (b) Fire Damage for AED 200,000; (c) Medical Expenses for 5,000 per person; (d) Food and Drink Poisoning for AED 10 million; (e) Damage caused by the Exhibitor to Third Party Property for 10 million; (f) Liability arising out of loading and unloading of Exhibition Material; (g) Exhibitor to Exhibitor Liability for AED 10 million; (h) Liability due to erection and dismantling of stands; (i) Damage caused to the Exhibitor's property for AED 50,000; (j) Personal Accident (including death and disability) for 3 employees of the Exhibitor for AED 20,000 per employee. The cover must be provided by an insurance company registered in the United Arab Emirates. The Exhibitor will be responsible for filing and settling any claims under the policy directly with the insurance company.
 12.2 The insurance cover prescribed in clause 12.1 will be taken out by the Organizer and the Insurance Costs charged to the Exhibitor, which shall be paid in the amount, the manner and in accordance with the Invoice issued pursuant to Schedule A. Any policy of insurance obtained by the Exhibitor shall be acceptable only if it complies with all the requirements of clause 12.1 and provided proof or certification of such cover along with the policy terms and conditions are submitted to the Organizer at least two months prior to the commencement of build-up for the Exhibition.
 12.3 Where applicable and if set out in the Space Contract, the Organizer will provide the Exhibitor an enhanced internet listing and the Enhanced Internet Listing Costs will be charged to the Exhibitor.
 12.4 Where applicable and if set out in the Space Contract, the Organizer will pay for the Entrance and the Registration Fee will be charged to the Exhibitor.
13. **TERMINATION**
 13.1 The Organizer may take possession of the exhibit space and terminate the Agreement forthwith by written notice to the Exhibitor upon the Exhibitor's failure to meet any of their obligations under the terms and conditions of the Agreement and the Exhibitor Manual, including but not limited to the Exhibitor's:
 a) failure to pay for the Rental Fee or any related services within 7 calendar days' written notice;
 b) failure to set up its Exhibition Material in the exhibit space as per the terms and conditions herein;
 c) failure to own and maintain valid rights to make, use, perform, sell and display patented products, copyrighted works, trademarks and trade names; or
 d) violation of any patents, copyrights or other intellectual property rights of another exhibitor or third party in any Exhibition Material, or
 e) involvement in the selling and/or promotion of any counterfeit goods of the Exhibition (including goods that, in the sole opinion of the Organizer, do not conform to the permitted show theme of the Exhibition).

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13.2 In the event that the Organizer breaches this Agreement under Clause 13.1, the Organizer shall be entitled, if necessary, to remove and dispatch such exhibits (if applicable) and expenses of the Exhibitor and to pay the cost of any removals owed to the Organizer. In addition, all monies paid by the Exhibitor to the Organizer on account of the Rental Fee shall be forfeited and the Exhibitor shall pay any outstanding amounts owed to the Organizer on account of the Rental Fee forthwith. In addition, the Organizer retains the right to claim any loss or damages established by the Organizer or arising out of such Termination.

14.1 **BANKRUPTCY OR LIQUIDATION**
In the event of an Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and the amount of exhibit space will be refunded and all sums paid by the Exhibitor to the Organizer on account of the Rental Fee under this Agreement shall be forfeited.

14.2 In the event of the Organizer becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and no further sums will be payable by the Exhibitor to the Organizer.

15. **FORCE MAJEURE**
A party shall not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations thereunder arising from or attributable to its event of Force Majeure provided that such party has promptly notified the other party in writing of the nature and extent of the event of Force Majeure causing its failure or delay in performance if an event of Force Majeure occurs, and written notice was served, then either party may terminate this Agreement by written notice to the other and no further Rental Fee will be payable under the Agreement. However no portion of the Rental Fee already paid under the Agreement shall be refunded to the Exhibitor. In the event of the termination of this Agreement pursuant to Force Majeure, neither party shall be liable to the other for any loss or damage of any nature or kind whatsoever suffered as a result of such termination.

16. **ASSIGNMENT**
The Exhibitor may not assign or transfer any of its rights or obligations under the Agreement without the prior written approval of the Organizer. The Organizer may assign the whole or any part of the Agreement to any Third Party without the consent of, but with notice to the Exhibitor. The Agreement shall be binding on the successors-in-title of the respective Parties.

17. **SEVERABILITY**
If any term or condition of the Agreement or the application thereof to any person or circumstances shall in any respect be invalid or unenforceable, the remainder of the Agreement, or application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or condition of the contract shall be valid and enforceable.

18. **IDENTITY**
The Exhibitor hereby warrants and agrees to keep the Organizer indemnified against:
(1) any and all proceedings, claims, costs, damages or losses incurred or suffered by the Organizer by reason of a breach or by the Exhibitor of the Regulation or any application thereunder;
(2) any and all customs, levy, tax, fine or other payment the Organizer is called upon to pay to any authorities on behalf of the Exhibitor in relation to the Exhibition.

19. **WARREN**
The Exhibitor will use any and all means (if whatsoever necessary) that it may have against the Organizer in anyway related to the storage, display or use of any such equipment in connection with the Exhibition, whether prior to, in the course of or after its conclusion or after regular hours. The Exhibitor acknowledges and accepts sole and exclusive responsibility for the safety and security and storage of all of the property and belongings of the Exhibitor at all times.

20. **ENTIRE AGREEMENT**
These Regulations together with the Sange Contract constitute the whole agreement and understanding between the parties relating to its subject matter and supersede any prior agreements, whether in writing or oral, relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.

21. **NOTICES**
Any and 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 contract may be delivered by hand or sent by fax or electronic mail and shall 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 charged by notice in writing given in accordance with this clause, the addressee, fax numbers and electronic mail for the parties shall be as set forth in the Agreement.

22. **CALENDAR**
All dates and periods will be determined by reference to the Gregorian calendar.

23. **GOVERNING LAW & JURISDICTION**
This Agreement shall be governed by and construed in accordance with the local laws of the Emirate of Dubai and the federal laws of the UAE applied in the Emirate of Dubai. Any dispute arising out of this Agreement shall be finally settled through the arbitration held in accordance with the rules of commercial conditions and arbitration of the Dubai International Arbitration Centre ("DIAC") by a single arbitrator appointed by the DIAC. The arbitral proceedings shall be held in English and the place of arbitration shall be Dubai, United Arab Emirates.

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SCHEDULE A

The payment plan for the Rental Fee, Registration Fee and Insurance Costs (including any applicable Enhanced Internet Listing costs) ("Total Exhibition Fee") to be paid by the Exhibitor to the Organizer shall be as follows:

PAYMENT TERMS

- a. 75 % First Instalment of the Total Exhibition Fee to be received along with the signed Space Contract within 2 weeks of the invoice date.
- b. 25 % Second Instalment of the Total Exhibition Fee to be received on or before 11/18/2019.

1. As per Terms & Condition clause #3.2 - Time for payment shall be of the essence of the Agreement. Late payments shall be subject to interest payment calculated at monthly EBOR rate by Emirates NBD or 10% p.a. whichever is higher. Organizer reserves the right to charge Exhibitors with late payment fee if payments are not received based on the agreed payment schedule.

2. **A LATE RATE FEE SHALL BE APPLIED TO THE TOTAL EXHIBITION FEE FOR ANY MISSED PAYMENT INSTALLMENTS ABOVE, AND DUE IMMEDIATELY. DETAILS OF THE LATE PAYMENT FEE IS AS BELOW:**

Space Only - AED 10000
 Space Only - Circourse - AED 100000M

- 3. No payment shall be deemed to have been received until the organizer has received cleared funds.
- 4. All outstanding payments owed to the organizer on account of the rental fee shall become due immediately on cancellation or termination of the agreement, without prejudice to other rights reserved under the regulations.
- 5. The rental fee for the exhibition is exclusive of any applicable bank charges which are to be borne by the exhibitor.

MANDATORY - Specify your participating brands here:

Brand Name	Country of Brand	Brand Name	Country of Brand
1.		11.	
2.		12.	
3.		13.	
4.		14.	
5.		15.	
6.		16.	
7.		17.	
8.		18.	
9.		19.	
10.		20.	

I, the undersigned, having carefully read the rules and regulations of the show stipulated above, copies of which are in my possession, do hereby promise to respect all the clauses without reserve or restriction.

I, the undersigned, hereby certify that the materials, products to be presented at the show are not, and are not liable to be, the subject of a dispute that could lead to a seizure during the show or more generally any damage for the organizers and managers of the venues in which the event is taking place.

I hereby undertake to only display at the show materials and products that comply in every way with the aforementioned commitment.

For and on Behalf of "Philippines Center for International Trade Expositions and Missions (CITEM)" :	
Name: ABDULGANI M. MACATOMAN	Signature & Business stamp by the handwritten declaration "read and approved"
Position: Undersecretary, Trade Promotions Group and Special Concerns	
Date:	