

EXHIBITOR APPLICATION CONTRACT (INCORPORATING MARKETING OPPORTUNITIES CONTRACT)

- A. Event Management International Pty Ltd (ABN 52 108 698 429) (The "organiser") is conducting the Home Buyer & Property Investor Show at the Perth Convention Exhibition Centre from Saturday 17 - Sunday 18 March 2012 (the "Exhibition")
- B. The party identified as the exhibitor (the "exhibitor") wishes to participate in the Exhibition and has applied to the Organiser for the right to occupy space.
- C. Upon the date of acceptance of the Exhibitor's application by the Organiser binding contract (the contact) is made between the Organiser and the Exhibitor on the terms and conditions set out below.
- D. The Exhibitor has the right upon execution of this contract to apply for marketing opportunities in relation to the exhibitions in accordance with the marketing schedule on page 1.
NOTE: Clauses 37 and 38 only apply to exhibitors who have availed themselves of the Marketing Opportunities options on page 1.

TERMS AND CONDITIONS

1. (a) The Exhibitor requests that the Organiser allocate the space and/or shell scheme specified to the Exhibitor for the period of the Exhibition and the Organiser has agreed to grant such allocation on the terms and conditions of this Contract.
(b) The Exhibitor requests that the Organiser provides the Marketing opportunities as requested by the Exhibitor on page 1 and has stated the terms and conditions of this contract.
2. The Exhibitor must pay to the Organiser in accordance with the terms of this agreement all amounts set out in this agreement. If the Exhibitor fails to make a payment on the due date for payment and the failure to pay continues for a further seven days then the Organiser may by notice in writing terminate this agreement without further notice and may at its discretion either resell or relocate the space; and
(a) The Exhibitor agrees that the Organiser shall retain all monies paid by the Exhibitor up to and including the date of termination and the Exhibitor must pay the Organiser all outstanding payments due under the terms of the Contract as at the date of termination together with the next installment amount due after the date of termination; and
(b) The Exhibitor is liable to reimburse the Organiser's costs and expenses arising directly or indirectly as a result of such failure to pay.
3. The Exhibitor may by notice in writing to the Organiser cancel or reduce the size of its allocated space, upon payment of a withdrawal fee equal to the amount of all moneys paid and owing by the Exhibitor to the Organiser under the Contract inclusive of the day of the notice, plus the next installment amount due for payment by the Exhibitor after the date of termination. The Exhibitor agrees the withdrawal fee is genuine pre-estimate of costs, loss and damaged incurred by the Organiser as a result of the Exhibitor's withdrawal. Payment installments received by the Organiser from the Exhibitor for any allocated space that has been reduced in size cannot be offset against future payment installments that are required to be made by the Exhibitor for any smaller space retained which the Exhibitor with the consent of the Organiser retains.
4. The Exhibitor must use the Exhibitor's space only for the display and promotion of goods and services that relate to the subject matter of the Exhibition. All products and display material must be contained within the Exhibitor's space and distribution of all advertising material must only take place from within the confines of your contracted stand.
5. The Exhibitor must comply with all requirements and procedures described or referred to in the Exhibition Information Manual issued by the Organiser prior to the holding of the Exhibition, and all directions or instructions issued by the Organiser in relation to the Exhibition or the performance of the Contract.
6. The Exhibitor must not damage the floor of the Exhibition venue that is occupied by the Exhibitor, or any walls of the Exhibition venue that adjoin the Exhibitor's space.
7. The Exhibitor must comply with all laws applicable to the holding of the Exhibition, including all rules and regulations stipulated by the Exhibition venue and any other regulatory body that exercises control over the Exhibition.
8. The Exhibitor must keep clean and tidy the space allocated to the Exhibitor to the satisfaction of the organiser.
9. No lottery, raffle, guessing game, game of chance or side-show shall be conducted by the Exhibitor in its allocated space without the prior consent of the Organiser.
10. The Exhibitor must not make use of any microphone, sound amplification or music instrument without the prior consent of the Organiser.
11. No electrical work may be undertaken by or on behalf of an Exhibitor with the prior consent of the Organiser, which consent will only be granted on the basis that the work is performed by a qualified electrical contractor, approved by the Organiser.
12. The Organiser may, in its absolute discretion and without assigning any reason refuse or cancel the contract and will refund any amount paid by the Exhibitor under the Contract.
13. The Organiser may, in its absolute discretion, relocate an Exhibitor's stand or amend the Exhibition floor plan at any time in the interests of maximizing the success of the exhibition.
14. The Organiser may, at any time and at its absolute discretion, postpone or change the dates for the holding of the Exhibition, shorten or lengthen the duration of the Exhibition, change the hours during which the Exhibition is open to Visitors or change the venue of the Exhibition.
15. The Organiser does not warrant or guarantee and specially excludes any liability to the Exhibitor in relation to:
(a) Any difference between the estimated and actual number of visitors to the Exhibition.
(b) Any difference between the estimated and the actual number of exhibitors or sponsors, or the identity of exhibitors or sponsors at the Exhibition.
(c) Timeless or quality of services, or failure or deficiency in the provision of services, that are the responsibility of the Exhibition venue and its appointed contractors;
(d) Cancellation, postponement, part time opening or relocation of the Exhibition.
(e) Cancellation, postponement, part time opening or relocation of any seminar or speaker program that is scheduled to run in conjunction with the Exhibition, or the failure of any particular speaker to appear at the Exhibition or related conference, seminar or speaker program.
(f) Any event or circumstances outside the Organiser's control which impacts upon, prevents or limits the operation of the Exhibition or the performance of the Organiser's obligations under this contract.
16. The Organiser may require the Exhibitor to remove or stop any display or demonstration which is unlawful or which, in the opinion of the Organiser, is creating a disturbance.
17. The Organiser:
(a) Excludes all terms implied by law to the extent permitted by law;
(b) Excludes liability for injury to or death of any person, damage to any Exhibitor property, and any indirect, special, economic or consequential loss or damage or loss of revenue, profits, goodwill, bargain or opportunities or loss of anticipated savings incurred or suffered by the Exhibitor; and
(c) Limits its aggregate liability to an amount that does not exceed that total amount payable by the Exhibitor under this Contract, in respect of the Organiser's liability under or in relation to this Contract, the Exhibitor's participation in the Exhibition, the performance of this Contract or any activity contemplated by this Contract, whether for breach of contract, tort (including without limitation negligence) or under any statute or otherwise.
18. The Exhibitor indemnifies the Organiser against all claims, damages, losses and costs that the Organiser may in any way be subject to as a result of any loss or injury arising to any person, including the Exhibitor's, members of the public, Exhibition staff, agents and Contractors, howsoever caused arising out of any act or default of the Exhibitor (including its officers, employees and agents) in connection with its participation in the Exhibition.
19. The Organiser will not be in default under this Contract or liable for any loss suffered by the Exhibitor due directly or indirectly to any delay, failure or interruption resulting directly or indirectly to industrial action, blackouts, cross board diseases, SARS, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labor disputes, acts of God or any other event or cause beyond control of the Organiser, which may affect attendances and the Organiser shall be entitled to retain all moneys paid by the Exhibitor.
20. The Exhibitor must complete the setup of the exhibition stand by 8pm Friday night before the show and must remove all product and display material from the Exhibition venue by 9pm on Sunday the last day of the Exhibition (subject to change)
21. If the Exhibitor has been allocated a space only stand, or if the Exhibitor wishes to display any material above 2.4 metres in height, the Exhibitor must submit design plans to the Organiser for approval by the Organiser and Venue at least 30 days prior to the commencement of the Exhibition. The organiser reserves the right at any time to alter the design of a custom built stand if it deems the display or banner above the display adversely impacts on the displays of surrounding exhibits.
22. Any walls exceeding the standard 2.4 metre height for this Exhibition must have the reverse side dressed to match the adjoining stand and must not interfere with the adjoining stand.
23. All products and equipment to be exhibited must be insured by the Exhibitor and the Organiser will not be responsible for, and expressly excludes liability for, any loss or damage to such products and equipment.
24. The Exhibitor agrees that none of the rights and benefits granted to it by the Organiser shall be capable of assignment and that it will not without the written consent of the Organiser allow any other person to company to occupy any part of the space taken by the Exhibitor pursuant to this Contract.
25. The Organiser may, at any time, assign or otherwise deal with any of its rights under this Contract by giving written notice to the Exhibitor.
26. The Exhibitor must effect and maintain of the duration of the Exhibition (including move-in and move-out) public liability insurance with a reputable insurer approved by the Organiser on terms and conditions acceptable to the Organiser. At least 30 days prior to the commencement of the Exhibition, the Exhibitor must provide the Organiser with a Certificate of Currency evidencing such insurance or pay for the Exhibitor public Liability insurance policy arranged by the Organiser. The Exhibitor will not be permitted to enter the Exhibition venue without this insurance in place.
27. The Exhibitor consents, under all relevant privacy legislation, to the disclosure of all Exhibitor contract information to Contractors and media that are appointed by the Organiser to assist with the Organisation and marketing of the Exhibition, and the use of the Exhibitor contract information by the Organiser for the purpose of informing you of other products, services and events that are promoted by the Organiser and its related bodies corporate. If you would like to gain access to the information the Organiser holds about you, or if you do not wish the information to be used in this way, please contact the Organiser's privacy officer.
28. This Contract is governed by the laws applicable in Victoria, Australia and both the Exhibitor and the Organiser submit to the exclusive jurisdiction of the courts of Victoria, Australia.
29. Waiver of a breach of this Contract or of any rights created by or arising by virtue of a default under this Contract must be in writing and signed by the party granting the waiver.
30. Variation of any term of the Contract must be in writing and signed by the parties
31. All warranties and indemnities survive termination of this Contract.
32. No statement or representation about the Exhibition or otherwise concerning the subject matter of this Contract may be relied upon by the Exhibitor unless expressly set out in these terms and conditions.
33. No Stock or display items are to be removed during the event period without written authority from the Organiser.
34. Each stand must be staffed at all times during Exhibition open hours.
35. Exhibitors are not permitted to sub-lease any portion of their allocated space or advertising opportunities to another company without the written consent of the Organiser. Additional charges will apply. Where a company sub-leases space from an Exhibitor, the sub-lessee shall be bound by the same terms and conditions as the Exhibitor.
36. Exhibitor Application Contracts received after 3rd February 2012 may not receive a listing in the Event Show Guide.
37. Under no circumstances may an Exhibitor gain access to the venue until all monies owing have been paid in full which shall include any outstanding monies due under the Marketing Opportunities.
38. Final Artwork for the Show Guide advertisements must be received by 27th January 2012 with the correct file specifications