

# LACTICACID

| EVENT MANAGEMENT |

## HAZYVIEW FESTIVAL EXHIBITOR AND STALL CONTRACT

COMPANY NAME: \_\_\_\_\_

TRADING/ EXHIBIT NAME: \_\_\_\_\_

VAT NUMBER: \_\_\_\_\_

ID CARDS (NAMES): \_\_\_\_\_

ADDITIONAL ID CARDS @ R100 each \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ DESIGNATION: \_\_\_\_\_

CELL NUMBER: \_\_\_\_\_ LANDLINE: \_\_\_\_\_

WEBSITE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

STALL TYPE: CRAFT/FOOD/LIQUOR: \_\_\_\_\_ STALL SIZE: \_\_\_\_\_

EXHIBITOR STAND TYPE: \_\_\_\_\_ EXHIBITOR STAND SIZE: \_\_\_\_\_

### INCLUDED PER STALL:

- Outdoor exhibitor space.
- 1 X parking bay within the festival grounds.
- 2 X access cards
- 1 X standard 250V electrical outlet. (Standard SA point)

### EXHIBITORS TERMS & CONDITIONS

#### 1. GENERAL TERMS AND CONDITIONS

It is the responsibility of all exhibitors and their representatives / employees to read and understand all the terms and conditions contained herein. No indulgences will be considered. These Terms & conditions will apply to each exhibitor at the Event. The registered owner of the stand will be held responsible for ensuring that the person(s) manning the stand (whether staff members or contracted personal) are well informed about these rules.

#### 2. EXHIBITOR ACCESS HOURS:

##### a. Build-up:

Thursday 14 May 2020 from 8:00 - 16:00  
Friday 15 May 2020 from 09:00 – 16:00 and  
Saturday 16 May 2020 from 07:00 to 09:00

##### b. Festival hours:

Saturday 16 May 2020 from 10:00 to 18:00  
No vehicles will be allowed on the terrain from 10:00 until 18:30.

##### c. Exhibitor Badges:

This concession is limited to 2 exhibitor badges per stall. More badges can be purchased for R100 per badge.

Collection of Exhibitors' badges from Festival Management, as from Wednesday 16 May 2020 from the Festival Management Office at KMIA.

##### d. Manning of Stands:

Stands must be fully operational and manned from 10:00 until 18:30 on Saturday the 16 May 2020

Lactic Acid, 6 Liebenberg street, Liebe Forum, 2<sup>nd</sup> Floor, Nelspruit, 1201

Tel: 082 755 0674/073 460 8208

Members: Harshil Mitha & Tanya Knight

WWW.LACTICACID.CO.ZA



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## 3. SET UP & BREAK DOWN

The Festival commences on Saturday 16 May 2020 at 10am. Exhibitors will be allowed to set up their exhibits from Friday 15 May 2020 at 7am. All exhibitors must have removed their exhibit and have their area of exhibit cleared by 12:00 on Sunday 17 May 2020. Please note that extra security will only be on the premises until Sunday at 12:00. All exhibit areas are to be left in the condition they were found, clean and tidy. Failure to do so will result in a fine.

## 4. CANCELLATION

The organisers will make every endeavour to hold the exhibition on the dates stipulated. In the event of postponement or cancellation of the event, the organisers retain the right to cancel the agreement with the exhibitor and shall not be liable for any loss or damages incurred by the exhibitor thereof. If the organiser cancels the event for reasons other than a breach of agreement by the exhibitor, all amounts paid by the exhibitor will be refunded in full in terms of the agreement. The organiser shall not be liable for claims resulting from an act of nature, municipal restrictions, strikes, floods, earthquakes or any natural disaster.

## 5. REGISTRATION

Registration will take place on Friday 15 May 2020 from 9:00 at the Festival Management Gazebo and will close at 15:00 on the same day. Should an exhibitor wish to register on Saturday morning the exhibitor must submit the request to the organiser. Late registrations will close at 9:00 on Saturday 16 May 2020.

## 6. APPLICATION APPROVAL

Allocation of exhibit space is strictly on a first come, first serve basis. The exhibition space will only be confirmed upon receipt of completed application form and full payment. The reference number to be used in all communication and on proof of payment, will be 'YOUR COMPANY NAME'. No verbal or telephonic bookings of exhibition space will be accepted by the organiser.

## 7. SUB-LETTING

Exhibitors are strictly prohibited to sub-let or transfer any stand or portion of their stand to any third party without the permission of the organiser. Shared stand will be allowed by prior arrangement.

## 8. ALCOHOL

It is illegal to serve any alcohol to any person under the age of 18, whether for tasting, pairing or sale purposes. Each exhibitor is to ensure that no alcohol is to be served to persons under the age of 18. Failure to do so may result in criminal prosecution and forfeiting the opportunity to further take part in the festival, or any future events arranged by the organiser.

## 9. CERTIFICATE OF ACCEPTABILITY

Exhibitors selling food products must be in possession of a current certificate from the health department or local municipality stating that they comply with rules and regulations. In the event of an exhibitor committing a breach of this agreement, the organiser shall be entitled to the remedies it has at law, including the cancellation of this agreement without further notice to claim and recover damages and costs from the defaulting exhibitor. This agreement, together with the application to exhibit, constitute the whole agreement between the parties, and no warranties or representations which may have been made verbally and not recorded shall be valid or enforceable.

## 10. DISTRIBUTION OF MATERIAL OR LITERATURE

Exhibitors are only allowed to display or hand out literature or material from within the boundaries of their stand. This excludes display of banners arranged with the organisers beforehand.

Exhibitors are requested to make available promotional items for competitions during the festival. Promotional material to be handed out with the goodie bags, either paid for or as revenue for a sponsorship, will only be allowed at the sole discretion of the organiser.



## 11. ELECTRICAL ISSUES

The cost of the exhibition space does include one standard electrical outlet. The organiser will not supply extension cords, should an exhibitor require the use of an extension cord; it remain their responsibility to ensure that all connections are safe, water proofed and covered where necessary.

Please make sure that you have a representative present during the build-up period for the placement of spotlights (if ordered) and plug points, as there will be an additional charge should you wish to move them.

- Only the official electrical contractor may make final connections to the mains
- The official electrical contractor has the right to ask any exhibitor to disconnect faulty appliances
- Any damage caused by faulty equipment will be charged to the exhibitor.
- Please do not exceed the wattage draw-off from the power points you have ordered. This will result in power outages and the organisers will prevent you from connecting these appliances for the duration of the festival

## 12. FIREARMS

No offensive or dangerous articles, weapons, explosives or ammunition will be allowed on the festival premises. The Security on behalf of the organiser reserves the right to remove any article deemed offensive or dangerous.

## 13. INDEMNITY

The organisers, whilst taking every reasonable precaution, expressly decline any responsibility for loss or damage, which may befall the property of an exhibitor through any cause whatsoever.

## 14. INSURANCE

Exhibitors are advised to contact their insurance companies to negotiate the necessary extra clauses to their existing policies. The organisers are not responsible for the insurance of exhibitors' goods.

Property damage / loss and personal injury:

- Each exhibitor enters the venue at his/her own risk and is responsible for the safety of his/her own staff, property, stand and its contents.
- We therefore strongly recommend that each exhibitor insures himself/herself against the kinds of risks which may occur in connection with an exhibition for the full period of the Festival, including the build-up and break down periods.
- Insurance against all or any loss and/or damage which he/she may suffer or liability, which he/she may incur with regard to exhibit and display materials, furniture and equipment, personal effects, etc., is recommended. Also remember goods in transit.
- Public liability. The organisers require each exhibitor to hold insurance cover for Public Liability Indemnity and may require evidence that this is in place.

## 15. SECURITY

The official security contractor appointed to the exhibition is the only security company permitted at the venue.

- The organisers will provide 24-hour security from the beginning of build up until the end of break down on Monday.
- Companies wishing to arrange additional security for their specific stands are asked to contact the official Festival Security Contractor for a quote.
- Use of the official Security Contractor is obligatory.
- It must be stressed that neither the organisers nor the security operators at the venue can be held responsible for any loss or damage to exhibitors' property. Please be vigilant!



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The following points should be carefully noted:

- During build-up: The organisers will provide overall security, but not individual stand security. With the large number of people involved during the build-up and break down periods, it is difficult to recognise trespassers so small valuable items should be protected at all times. Insurance cover is essential and also to have someone on your stand at all times.
- During the exhibition period: Exhibition areas will be kept closed overnight and entrance prohibited to all, including exhibitors, from an hour after the festival closes every day until exhibitor access at 07:00 the following morning.
- During break down: With the opening of exhibition areas for dismantling on break down day, security will be present, but it is essential that you remove all portable and valuable items immediately. Please have someone on your stand until all items are removed.

## 16. STORAGE

Exhibitors are responsible for their own storage facilities. The organisers accept no responsibility for the loss, damage or spoiling of any products. Exhibitors' own insurance should cover any such loss.

## 17. DELIVERIES

Exhibitors should arrange for a representative to be on their stand during the build-up period to receive goods and deliveries. As soon as unloading/loading has taken place during the allocated time period, vehicles are to be removed from this area to allow other exhibitors access.

- The organisers cannot accept delivery of any goods on behalf of an exhibitor, nor will the organisers accept any responsibility whatsoever for the safety or condition of any items unloaded and/or left on site, in the absence of exhibitors. The organisers cannot accept any responsibility for goods damaged on the exhibition premises. Empty packaging may not be stored on exhibitors' stands.
- Deliveries during the event: Deliveries should be completed half an hour before the start of the event each day. Deliveries cannot take place during the open hours of the Festival.
- Access will be allowed by way of an exhibitor's badge. Please ensure that you purchase sufficient badges in order to eliminate unnecessary disturbance and frustration at the point of entry. NO STAFF WILL BE AVAILABLE FOR OFF-LOADING!

## 18. EXHIBITOR BADGES

Exhibitors and their staff will be required to wear an exhibitor's badge for access to the venue during the Festival. Each 3 x 3m stand will be issued with two exhibitor's badges for the duration of the show. Any extra exhibitor's badges can be ordered at R100 per badge. These badges are for the sole use of exhibitors. Please note that this rule will be strictly enforced.

Exhibitors may access their stands from 07:00 daily before the Festival opens to prepare their stands. The stands must be cleared within an hour of the Festival closure.

Exhibitors and staff should display exhibitor badges at all times (including build-up, festival hours and break down). Security may refuse admission to anyone failing to produce an official exhibitor's badge

## 19. FIRE EXTINGUISHERS

Exhibitors are required to have one 9kg fire extinguishers available at their stands. The organisers will also have extinguishers placed in strategic places at the venue.

## 20. HIRED ITEMS

Exhibitors are reminded that all items on hire remain their responsibility until equipment is collected or returned to the relevant companies. The organisers will take no responsibility for goods on behalf of the exhibitor, neither for ensuring their safe return.



## 21. PARKING / TRAFFIC CONTROL

Please note that parking is limited inside the venue. There will be parking areas at the venue set aside for exhibitors and this will be utilised on a first-come-first-served basis. Access will be granted with the showing of exhibitor badge only. One parking will be issued per stand.

The official Security personnel reserves the rights to control traffic and to remove illegally parked

vehicles, which are obstructing access areas or parked in such a way that they impede activities relating to the services provided, or are deemed to be dangerous to the general public. Vehicles that are parked in restricted areas will be removed or clamped. A fine of R500 will be charged should you need to have your vehicle released.

## 22. STALLS

During the Festival's official open times all stalls must be completely open, exhibits presentable for public viewing and have an adequate number of exhibitor's staff in attendance. Stands must be manned no later than 15 minutes before the opening time each day. Under no circumstances may any stand or part thereof be closed before closing time. Stands must be fully operational and manned until 20:00. Exhibitors are reminded that their activities, unless otherwise agreed to by the organisers, must remain within the confines of their stands.

Exhibitions are to be of a high standard and compliment the look and feel of the festival. Set up in such a manner as to not block any lights, walk ways, or to be a hindrance to any other exhibitor or their exhibit area. It remains the responsibility of each exhibitor to ensure easy public access to their stand as well as neighbouring stands at all times.

## 23. LAYOUT

The organiser retains the right to make changes to the festival grounds and layout of stalls at their discretion without prior notice.

## 24. OWN RISK

Each exhibitor, individual or company, exhibit at their own risk. It is a condition that they exempt the organiser and KMIA of any legal action resulting from loss or injury suffered by any reason whatsoever. It is the responsibility of the exhibitor that they comply with all legislation where applicable.

## 25. CLEANING

Disposal of soft waste is the responsibility of the organisers. To eliminate any confusion and for security purposes, only rubbish left in the aisle after closing times, will be removed.

## 26. PENALTIES

Exhibitors will be fined R500 should any of the following occur:

1. The exhibitor fails to man their stall during the festival hours
2. The exhibitor fail to adhere to the festival hours.
3. The exhibitor is found to be in breach of any of the terms and conditions mentioned in this contract.



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**PLEASE NOTE:** No refunds or cancellation will be granted. In the event of an act of court, natural disaster, fire, rain, wind, storm or any unforeseen event or catastrophe, the organiser (Lactic Acid) is not obligated to refund any part of the exhibitor fee or any other monies.  
*By making a booking for a stand at 'Hazyview Festival' and paying for the stand, you (the exhibitor) are entering into an agreement with the organiser (Lactic Acid (PTY)LTD) and agrees to the terms and conditions above.*

All registration forms must be completed in full, including Company name, VAT no, responsible person and contact number. In addition, it is vital to advise exactly what products will be available on your stand. The organisers will strictly monitor the products sold and no exhibitor may deviate from the stated items.

## DECLARATION

I, \_\_\_\_\_, the undersigned, have read and understand the **Hazyview Festival** Terms and Conditions and hereby accept and acknowledge the costs and responsibilities as stated in the Terms and Conditions and request to take part in the above-mentioned event.

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Title of Authorized Official**

\_\_\_\_\_  
**Organization Name**

\_\_\_\_\_  
**Date**

