MEMORANDUM OF AGREEMENT FOR EXHIBITION

Entered into by and between:

BOARDWALK INKWAZI SHOPPING CENTRE

RESILIENT PROPERTIES (PTY) LIMITED

Registration Number: 2002/016890/07

A Company duly and incorporated in accordance with the Company laws of the Republic of South Africa

Landlords Agent

JHI Retail (Pty) Ltd - letting Agent duly appointed by Resilient Properties (Pty) Ltd

Herein represented by Riana Mathee In his/her capacity as General Manager Who warrants that he/she is duly authorised hereto (hereinafter referred to as "Boardwalk Inkwazi")

AND

(Company Name of Exhibitor)	
(Pty Ltd or CC)	
(Registration Number)	
(VAT Number)	
Represented herein by:	
Who warrants that he/she is duly authorized hereto	
Address:	
Cell No:	
Office No:	
Email Address:	
1. DEFINITIONS	

In this agreement, unless the context clearly otherwise requires:

- "the Shopping Centre" means Boardwalk Inkwazi, including all its buildings, parking areas and surrounding facilities, situated at Kruger Rand Road, CBD. Richards Bay, 3900.
- "the Venue" means the area where exhibition will take place. 1.2
- 1.3 "the Term" means the duration of this agreement commencing at the Commencement Date and terminating at the Termination Date
- "the Commencement Date" means date on which exhibition will start
 - "the Termination Date" means date on which exhibition will finish

- "the Period" means the number of days the Exhibitor has indicated in 8.1 and 8.2. The Exhibitor may only exhibit for days within the agreement Term.
- The Exhibitor may only trade on the allocated days set out 8.1 and 8.2 of this agreement. If for any reason the Exhibitor cannot trade on the allocated day he may not elect another day and will forfeit the upfront payment made for that indicated
- "the Charges" means cost towards the exhibition (Exclusive of VAT):
- The Exhibitor is to pay the charges amount on receipt of the Invoice and before the exhibition date.
- "the Event" means the event or exhibition to be held, staged, organised or presented by the Exhibitor at the Venue during the Period (kind of exhibition)
- "Centre Management" means the managing agent of the Shopping Centre appointed by the Landlord from time to time.

LETTING AND HIRING

- The Landlord hereby lets to the Exhibitor who hires the Venue on the terms and conditions set out herein.
- The Venue shall be used by the Exhibitor for the holding of promotions and for no other purpose whatsoever without the prior written consent of the Landlord.
- The Venue is let and hired voetstoots and the Landlord gives no warranty as to the Venue for the Exhibitor's purpose.
- In addition, the Landlord does not warrant or make any representations as to the foot traffic within the Shopping Centre or the number of people who will attend the Event.
- 2.5 The Exhibitor acknowledges and undertakes to be responsible for the safety of its merchandise, employees, invitees, clients, visitors, agents and sub-contractors.
- Shopping Centre promotions enjoy preference, and should it be required, other exhibitions and promotions will be rescheduled to alternative dates. The Exhibitor acknowledges and accepts that due to the nature of the venue, it might happen, that an unplanned event/promotion is presented to the Marketing Team of the Shopping Centre, in which case Centre Management reserves the right to move or reschedule the pre-booked court to a mutually acceptable alternative area/ date.
- The product/service to be exhibited by non-competitive outside companies may not at any time be in direct competition with any of the tenants at the Shopping Centre. Should this be the case Centre Management may request the immediate removal of such items or exhibition

3. PAYMENT

- In order to confirm the booking of the Venue for the period, the Exhibitor shall upon signature hereof undertake to pay the Landlord on receipt of an invoice and prior to the start of the exhibition
- The Landlord shall not be obliged to afford the Exhibitor access to the Venue until such time as all amounts payable in terms of clauses 8.4 has been received by the Landlord. Proof of payment to be forwarded to debtors@boardwalkinkwazi.co.za
- All payments in terms hereof shall be made by means of electronic transfer into the Landlord's bank account using the reference number on the invoice and the details of which will reflect on the invoice issued by the Landlord.
- Once this agreement has been signed by both parties, the Exhibitor shall not be entitled to cancel it for any reason during the exhibition period and all charges due for the exhibition period shall be payable to the Landlord irrespective of whether the Event proceeds or not. In the event where the Exhibitor cannot do the exhibition during the agreed period.

they may request to postpone the date to another period, which needs to be confirmed by the Marketing Manager.

4. THE EVENT

4.1 Should security or cleaning services for the Event be required by the Landlord or the Exhibitor, the Exhibitor shall, at its own expense, make use of the services of the security and/or cleaning contractors employed by the Landlord. All costs in this regard shall be paid by the Exhibitor.

5. OBLIGATION OF THE EXHIBITOR

The Exhibitor shall:

- 5.1 not distribute any pamphlets or promotional material in the Venue or the Shopping Centre without the prior written permission of Angelique Wright, Marketing Manager.
- 5.2 ensure that the Event is staged, organized or presented in a professional manner and staffed, during all the business hours of the Shopping Centre (Mon to Thurs 09:00am to 18:00pm; Fri 09:00am to 19:00pm; Sat 09:00am to 17:00pm; Sundays 09:00am to 15:00pm) by adequately trained and appropriately attired personnel;
- 5.3 supply all its own equipment and paraphernalia for the Event, ensuring that these meet the design, construction and aesthetic standards of the Shopping Centre;
- ensure that all equipment is installed in such a way as to minimize disruption and the risk of damage to the Shopping Centre and ensure that the Event is fully set up by no later than 08:00 on the Commencement date. Exhibition equipment to be removed on the final day of the exhibition after hours, which is 18:00 on weekdays, 19:00 on Fridays, 17:00 on Saturdays and 15:00 on Sundays
- 5.5 each Exhibitor may use a maximum of two standard size foldable steel tables.
- keep the Venue in a clean, neat and tidy condition at all times during the Period;
- 5.7 comply with the Rules and Regulations of the centre which may change from time to time, as per the attached Annexure
- 5.8 at all times comply with all applicable municipal by-laws, regulations, requirements, ordinances and/or national legislation with respect to the conduct of the Event;
- 5.9 make good and/or repair any damages caused to the Shopping Centre as a result of the Event, the installation and/or removal of the Exhibitor's equipment and/or paraphernalia, failing which the Landlord shall have the right to attend thereto and to recover the cost incurred in so doing from the Exhibitor;
- 5.10 take out, at its own expense, public liability insurance for the event as well as insurance against the risk of the Event being cancelled for whatever reason and insurance against all risks assumed by the Exhibitor under this agreement and provide proof of such insurance to the Landlord, upon request.
- 5.11 ensure that no smoking or eating is allowed at the exhibition area/s.
- 5.12 ensure that all storage or packaging material (for example cardboard boxes) is removed from the exhibition area, or concealed from public view before the commencement of the exhibition.
- ensure that its exhibition comply with the Occupational Health and Safety Act, 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, Municipal safety regulations and bylaws, as well as those that may be required by Centre Management. In addition to the aforementioned, the Exhibitor (as Contractor) will be required to sign the Agreement as envisaged by Section 37(2) of the Occupational Health and Safety Act, 1993. All claims by the public for loss or injury will have to be borne by the Exhibitor. The Shopping Centre, its owners, management agents and employee, shall not be held liable for any damage sustained by the Exhibitor, its invitees, agents, employees or contractors whatsoever.

- 5.14 not conduct any surveys inside or outside the Shopping Centre without the prior written consent from Angelique Wright, Marketing Manager
- 5.15 supply their own tables, tablecloths, chairs, etc.
- 5.16 be subject to spot checks and inspections by Centre Management.
- 5.17 ensure that their staff and contractors are familiar with the Shopping Centre's Exhibition Rules & Regulations as set out in this agreement.

The Exhibitor acknowledges that Centre Management reserves the right of admission.

6. LIMITATION OF LIABILITY

- 6.1 The Exhibitor holds the Event at the Venue entirely at its own risk.
- 6.2 The Exhibitor shall be solely responsible for the security and/or parking, insuring its goods while they are being exhibited in the Shopping Centre.
- 6.3 The exhibitor must take note of the pay toilets within the centre at a cost of R2. (Charges may be amended from time to time). Temporary toilet passes can be arranged at a refundable fee of R50. (Charges may be amended from time to time)
- Neither the Landlord nor JHI Retail ("JHI") or their respective agents and/or employees shall be liable for any loss of any nature suffered by the Exhibitor or damage to any of the goods or assets of the Exhibitor, or be liable for any injury or loss of life to the person of the Exhibitor or the Exhibitor's employees or invitees, as a result of theft, robbery, or any other criminal offence, the overflow or failure of water supply or any leakage or any fault in the plumbing works or any electrical fault or by reason of the element of the weather or failure to carry out any work or of any latent or patent defect in the Shopping Centre or of any other cause whatsoever including negligence on the part of the Landlord, JHI or their respective employees or agents, and the Exhibitor indemnifies the Landlord and JHI against any claims howsoever arising. Specifically, and without limiting the foregoing, no omission or commission by the Landlord and in particular the provision of any security services to the Shopping Centre, shall be construed in any manner whatsoever as an acceptance by the Landlord of any responsibility or liability towards the Exhibitor or any other person.
- 6.5 The Exhibitor will be required to ensure that the necessary Public Liability Insurance is in place, proof of such insurance which should be provided to Centre Management prior to the commencement of the exhibition. Centre Management may require the Exhibitor to provide proof that such Public Liability Cover is current and paid in full.

7. BREACH AND RELATED MATTERS

- 7.1 Should the Exhibitor:
- 7.1.1 fail to pay any amount due by it in terms of this Agreement on due date being two weeks prior to the start of the exhibition
- 7.1.2 commit a material breach of any term or condition of this Agreement;
- 7.1.3 commit or allow the commission of any other party to this Agreement or in the case of an individual, partnership, close corporation or trust, commit an act of insolvency and in the case of a company, commit an act allowing for the winding up of a company under the Companies Act including the acceptance of a compromise under Section 344 or Section 311 of the Companies Act 71 of 2008 (as amended);

then and in any such event the Landlord shall have the right forthwith to cancel the agreement with immediate effect and to resume possession of the Venue, but without prejudice to its claim for the amounts owing hereunder or for damages which it may have suffered by reason of the Exhibitor's breach of contract or of the premature cancellation.

- 7.2 The Landlord shall be entitled to recover all legal costs incurred by it, including attorney-and-own-client charges, tracing fees and such collection commission as the Landlord is obliged to pay its attorneys, from the Exhibitor.
- 7.3 At the option of the Landlord any action or application arising out of this agreement or any suretyship furnished for the obligation of the Exhibitor, may be brought in the Magistrate court having jurisdiction in respect of the Exhibitor or the surety.
- 7.4 The Parties choose their respective addresses as set out on the first page of this Agreement as their respective domicilia citandi et executandi for all purposes under purposes under this Agreement.

TERMS		

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9. GENERAL

- 9.1 Any relaxation of any of the terms of this agreement or any indulgence shown by either of the parties to the other shall in no way prejudice the right of such party and shall not be construed as a waiver or novation thereof.
- 9.2 This agreement constitutes the entire contract between the parties hereto and no amendment or consensual cancellation of this Agreement or any provision or term thereof, and no extension of time, waiver, relaxation or suspension of any of the provision or term of this agreement, shall be of legal efficacy save in so far as the same is reduced to writing and signed by the parties hereto.
- 9.3 The parties acknowledge that no representations or have been made or warrantees given by either party, their legal agents and/or employees, save for what is contained in this Agreement.
- 9.4 The Exhibitor shall not, without the prior written consent of the Landlord, transfer any of its rights or obligations under this Agreement to any third party.

FOR: THE EXHIB

Signed at:	on this	_ day of	20
Name:	Signature: _		
Witness Name:	Signature:		
FOR: THE LANDLORD			
Signed at:	on this	_ day of	20
Name:	Signature: _		
Witness Name:	Signature:		

ANNEXURE A

EXHIBITION INDEMNITY

IMPORTANT NOTE:	Please read and consider the wording carefully as it shall constitute a binding be requested to declare that you read content of this indemnity and more snature and effect of it.	agreement. You will and understood the
I the undersigned,		the Exhibitor),
Herein represented by		(duly authorised)
Identity Number	,	-
of [insert physical address]		-
		-

hereby confirm as follows:

- 1. The Exhibitor, its servants, invitees, agents, directors or representatives and / or successors in title, indemnifies and shall have no remedy and / or any claim arising from any damage caused as a result of the Exhibition, from whatsoever cause arising, against the Landlord or its Managing agent, respectively, or their respective successors in title, and / or designated person (s) and / or employee (s) and / or agent (s).
- 2. The Exhibitor, its servants, invitees, agents, directors or representatives and / or successors in title indemnifies and shall have no remedy and / or any claim in respect of any damage caused to stock in trade, fixtures or fittings installed at the Exhibition Space or, furniture, equipment, installations, books, papers or other articles or any assets of any nature whatsoever kept in / or at the Exhibition Space or loss of property kept in / or on the Exhibitions Space, from whatsoever cause arising against the Landlord or the Managing Agent, respectively, or their respective successors in title, and / or designated person (s) and / or employee (s) and / or agent (s).
- 3. The Exhibitor, its servants, invitees, agents, directors or representatives and / or successors in title shall have no remedy and / or any claim in respect of or any consequential loss suffered by the Exhibitor, its servants, invitees, agents, directors, clients or representatives, from whatsoever cause arising, against the Landlord and / or the Managing Agent, respectively, or their respective successors in title, and / or designated person (s) and / or employee (s) and / or agent.
- 4. The Exhibitor, its servants, invitees, agents, directors or representatives and / or successors in title, indemnifies and shall have no remedy and / or any claim arising from the institution of legal proceedings from whatsoever cause arising inclusive of but not specifically limited to legal costs and disbursements incurred on the scale as between attorney and his own client, counsel fees, expert fees. against the Landlord and / or the Managing Agent respectively, or their successors in title, and / or designated person (s) and / or employee (s) and / or agent (s).

5.	The terms of this Indemnity are severable. Should any legislation restrict or prohibit the effect of this Indemnity, such restriction or prohibition shall not invalidate the balance of this Indemnity.
the pa unders	In that I have read and understood the terms of the entire Indemnity as set out above. All agraphs were read by me and the fact, nature and effect of all the paragraphs were ood by me as well as the fact that some of these paragraphs contain terms that may affect or in the future.
Date: _	Signature:



THE EXHIBITION HOUSE RULES

In order to ensure conformity, the Exhibitor shall comply with the following rules and regulations with regard to its exhibition:

GENERAL RULES:

- 1. The product/service to be exhibited by non-competitive outside companies <u>may not at any</u> <u>time be in direct competition</u> with any of the Tenants at the Shopping Centre. Should this be the case Centre Management will request the immediate removal of such items or exhibition.
- 2. Promotions/Exhibitions in the Shopping Centre are required to be professional, of world-class standard and add value to the Shopping Centre.
- 3. The in-centre and/or exhibition spaces all have a **height restriction** of 1.8 metres and a **width** restriction of 3 metres.
- 4. The Exhibitor shall, during the exhibition, keep the exhibition space clean and neat at all times.
- 5. No exhibit display used by the Exhibitor may obscure a Tenant's shop front or signage from public view at any given time. All banner heights are to be 1.8m max. No gazebos are allowed. The Exhibitor shall comply immediately with any directive from Centre Management in this regard.
- 6. **Distribution of pamphlets and/or any other promotional material is not allowed** in the Shopping Centre (other than the designated exhibition space) or in the parking area. The use of helium balloons will need to be cleared by Centre Management prior to utilising such helium balloons.
- 7. The fittings or finishes in the Shopping Centre (for example pot plants, lampposts, walls, shop fronts, water features, pillars etc.) may not be used by exhibitors as display structures, or for support purposes. The use of screen boards (of a maximum height as indicated in the defined exhibition floor plans) will be allowed for this purpose. The Exhibitor may not move any standing street furniture (for example dustbins and/or fixed benches) to accommodate an exhibition.

- 8. In the case of **audio appliances** or equipment that causes auditory interference, exhibitors are to consider the interests of surrounding Tenant/s and the public, i.e. volume levels are to be kept within reasonable limits. These limits are set by Centre Management who reserves the right to restrict or prevent audio broadcasting if considered necessary. Should the exhibitor be called upon to effect certain improvements and directives, but refuse to do so, the exhibition will be cancelled with immediate effect and no refunds will be made to the Exhibitor.
- 9. Should the Exhibitor wish to market its merchandise by way of **Electronic Marketing**, that is by using cellular telephone technology such as short message services/sending ("SMS"), blue tooth methods of communication or multimedia service ("MMS") and/or any other related technology (hereinafter referred to as "Cellular Telephone Marketing"), the content and frequency of such Cellular Telephone Marketing will be subject to Centre Management's prior written approval and shall not contravene clause **1**. The Exhibitor acknowledges and accepts that the marketing of its merchandise in any manner, way or form shall be subject to and comply with the Consumer Protection Act No. 68 of 2008 & the current POPI Act.
- 10. All **exhibitions should be set up** by 08h30 and be operational by 09h00 on the day the exhibition commences. The Exhibitor acknowledges and accepts that the minimum exhibition hours shall be the same as the trading hours of the Shopping Centre. Failure to do so will, due to the nature of the breach, result in a penalty charge of **R 1,000.00 (One Thousand Rand)** per day to the Exhibitor, payable immediately via EFT, no cash accepted. Failure to make payment will result in cancelation of this Agreement.
- 11. All exhibition vehicles must park away from prime parking. This will be allocated by Centre Management, unless otherwise indicated (where parking on site is unavailable).
- 12. **Smoking, eating, drinking or chewing gum** is not allowed at the exhibition space/s.
- 13. Exhibition must be manned at all times and staff must be properly branded and professional during the exhibition period. Failure to do so will, due to the nature of the breach, result in a charge of R 1,000.00 (One Thousand Rand) per day to the Exhibitor, payable immediately via EFT, no cash accepted. Failure to make payment will result in cancelation of this Agreement.
- 14. All **exhibition spaces are to be cleared and cleaned** by 19h00 on the last day of the exhibition of all merchandise, fixtures and fittings used for the exhibition. Failure to do so will, due to the nature of the breach, result in a charge of **R 1,000.00 (One Thousand Rand)** to the Exhibitor.

Signature:		
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- 15. All **storage or packaging** material (for example cardboard boxes) has to be removed from the exhibition space, or concealed from public view before the commencement of the exhibition.
- 16. All exhibitions must comply with the Occupational Health and Safety Act No. 85 of 1993 (as amended), including the Regulations and annexures thereto as well as any other Laws, Municipal safety regulations and bylaws, as well as those that may be required by Centre Management and/or the Landlord (as the case may be).
- 17. **No surveys** may be conducted inside or outside the Shopping Centre without the prior written consent from Centre Management.
- 18. All exhibitions must be accompanied by **printed or professional quality signage** presented on a stand. No double sided tape and stickers are to be used. No handwritten signage is permitted. Display material, banners and/or posters may not be stuck on pillars, walls or trees.
- 19. No Wall Banners are allowed.
- 20. No exhibition material is allowed off stand and no exhibitor is allowed to stand out the area of the exhibition stand.
- 21. No harassing shoppers.
- 22. No promiscuous branding.
- 23. No setting up of a stand without a permit.
- 24. No promoting the following:
 - A. Alcohol
 - B. Gambling
 - C. Cigarettes
 - D. Sex or nudity
- 25. The signage should be of such a standard that there is no doubt as to the current Exhibitor's identity, or in the case of a Tenant exhibition, where the shop is situated in the Shopping Centre and what products/services it has to offer. In order to ensure conformity the signage and stand are subject to Centre Management's approval prior to set-up.

Signature:		
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- 26. All tables used during exhibitions must be covered **neatly**, **by means of tidy and clean table clothes** which must reach floor level. Collapsible tables are to be used (and legs of tables properly set up to secure tables) and are to be removed from the exhibition site overnight. It is specifically recorded that Centre Management does not have any storage anywhere in the Shopping Centre for any of the Exhibitor's exhibition material and/or goods and/or merchandise.
- 27. All Exhibitors must supply their **own exhibition material**, for example, but not limited to tables, tablecloths, chairs, branding, screen boards as well as carpeting.
- 28. All exhibitions are subject to spot checks and inspections by Centre Management.
- 29. Although the Shopping Centre has an on-site security company (the "Security") patrolling the Shopping Centre, the Security will not be held liable for any injury and/or loss and/or damage experienced during any of the exhibitions. Should the Exhibitor have any additional **security requirements** during the duration of the exhibition, such security can be arranged, at the Exhibitor's own cost with a security company. In order to ensure conformity, no private security personnel will be allowed unless prior written approval has been obtained from Centre Management.
- 30. Exhibitors will be held liable for and shall repair any **damages to the building, or to any person attending the exhibition or** from any cause whatsoever, arising from the exhibition.
- 31. The Landlord (or his official representatives) **reserves the right to cancel**, or relocate, any exhibition and may ask any Exhibitor to change or remove any exhibition material at any time.
- 32. The Landlord (or his official representatives) and/or Centre Management (as the case may be) reserves the right of admission.
- 33. The Landlord and Centre Management give no warranty that the exhibition space is suitable for its intended purpose.
- 34. Exhibitors undertake to ensure that their staff and contractors are familiar with the Shopping Centre's Exhibitions Rules & Regulations as set out in this agreement.

VEHICLE EXHIBITIONS:

34.1.1	When a vehicle is required to be part of an exhibition, the Exhibitor should arrange both access in and egress out of the Shopping Centre with Centre Management, one week prior to the exhibition.
34.1.1.1	Vehicles brought into the Shopping Centre must be accompanied by a representative of the Shopping Centre's Security.
34.1.1.2	The Exhibitor will:
34.1.1.2.1	ensure that vehicles are brought into and taken from the Shopping Centre at the times as agreed to with Centre Management;
34.1.1.2.2	ensure that vehicles contain a minimum of 1(one) litre fuel at all times
34.1.1.2.3	leave a key to each vehicle on display in a sealed envelope at the Security Control Room for the duration of the exhibition;
34.1.1.2.4	position the vehicle to face the nearest exit:
34.1.1.2.5	keep the vehicles on display clean;
34.1.1.2.6	keep vehicles manned at all times during exhibition hours. In an effort to ensure that vehicle alarms are not activated during exhibition hours, the Exhibitor shall ensure that all vehicle alarms are deactivated during exhibition hours;
34.1.1.2.7	only display the number of vehicles in the exhibition space as agreed with Centre Management;
34.1.1.2.8	display vehicles at own risk;
34.1.1.2.9	supply a suitably sized fire extinguisher for the Exhibitor's display;
34.1.1.2.10	check all vehicles to avoid oil leaks on the tiles and/or paving of the Shopping Centre;

- 34.1.1.2.11 ensure that under no circumstances, except in case of emergency, are any vehicle allowed to be started during exhibition hours;
- 34.1.1.2.12 ensure that it operates the exhibition space according to the provisions of clause 10 above. Due to the extent and nature of motor vehicle exhibitions, should the Exhibitor be unable to adhere to the a foregoing provisions, it will be the sole responsibility of the Exhibitor to obtain Centre Management's prior written approval of the time frames during which the Exhibitor will be able to operate the exhibition space.

Signature:	