

Application cum Licence Agreement

SALKKAR 2019

25th – 29th January, 2019

Calicut Trade Centre, Swapnanagari, Eranhipalam, Kozhikode

To,

Programme Convenor,
SALKKAR 2019

Sir,

We are pleased to offer our interest to participate in the Kerala Hotel and Restaurant Association's Tech Expo, **SALKKAR 2019** at Calicut Trade Centre, Swapnanagari, Eranhipalam, Kozhikode and submit the requisite details hereunder.

Annexure – 1 Application Form (All columns are mandatory. Please read the attached procedure for booking & allotment of Space) Please fill all column by legible hand/typed using block letters only.															
1	Type of Organisation	<input type="checkbox"/>	Co-operative Firm								<input type="checkbox"/>	Public Ltd. Company			
		<input type="checkbox"/>	Partnership Firm								<input type="checkbox"/>	Individual			
2	Name of the Institution With Complete Address and Contact details in full:														
Name															
Address Line 1															
Address Line 2															
City\Town															
State															
Contact Name															

6	Details of Previous experience, if any in participating Major Exhibition/Fairs (Applicable for individuals and commercial institutions only)												
	Name Of Event & Location												
	Period Of Participation												
7	Details of Authorized Signatory (Copy of authorization letter to be attached)												
	Name & Designation												
	Full Address with contact Tel No.												
Place:			Authorized Signatory (Signature With Stamp)										
Date :													

FOR OFFICE USE ONLY												
1	Application Ref No.											
2	Date of Receipt											
3	Allotment Details											
3a	Quantity of Stalls		Stall Serial Numbers									
4	License Fee Details											
4a	No. of Stalls Allotted		Rate Applicable/stalls									
5	Amount Payable											

6	Total Amount Payable in Rupees																
	In Digits						In Words										
7	Payment Mode						<input type="checkbox"/>	Demand Draft				<input type="checkbox"/>	Cash		<input type="checkbox"/>	Cheque	
7a	DD/Cheque Number																
7b	Date																
7c	Name of Bank																
7d	Payment Acknowledgment						Receipt No.						Date:				
Application Scrutinized & Registered by Name & Signature						Verified & Allotment Made by Name & Signature						Final Allotment Approved By Name & Signature					
Notes:																	

Annexure II
Licence Agreement
 (To be signed on final allotment of stalls)

This agreement is made at Kozhikode on this _____ day of _____ between the Organizing Committee, **SALKKAR 2019**, herein after referred to as “Organizer”/First Party represented by its General Convenor namely the Kerala Hotel and Restaurant Association State Committee hereinafter referred to as M/s, _____ and “Exhibitor”/ Second Party represented by its authorized signatory as per Col. 7 above who desire to participate in the event called **SALKKAR 2019**, for a period of _____ days as specified in column 3 above in Calicut Trade Centre, Swapnanagari, Eranhipalam, Kozhikode. The Organizer hereby agrees to grant permission to the Exhibitor to participate in the above event at Calicut Trade Centre, Swapnanagari, Eranhipalam, and Kozhikode on terms and conditions, as set out vide annexure -III attached to this document.

In witness to the above and in agreement of the terms and conditions vide Annexure-III; I hereby sign as authorized Representative:

<i>For & on behalf of Organizing Committee</i>	<i>For & on behalf of Exhibitor</i>
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Stamp	Stamp

Annexure III

General Terms and Conditions

1. **Definitions:** In these Conditions the term “**Exhibitor**” means the authorized signatory as specified in col. 7 of application form vide annexure-1 and includes all employees or agents of such and the term “**Exhibition**” means the **SALKKAR 2019** and “**Organizer**” means The Organizing Committee represented by its General Convener namely The Kerala Hotel and Restaurant Association State Committee and **Rules** means the Procedure for Booking and Allotment of Space attached.
2. **Participation:** Open to all. But, the Organizing Committee shall reserve the right to decide on eligibility of participants as well as type of participation at its sole discretion.
3. **Exhibits:** All display advertising exhibits and stand arrangement shall be appropriate to the subject matter of the Exhibition in the sole opinion of the Organizer and shall be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom and if in the opinion of the Organizer. The Exhibitor is in breach of this clause, the Organizer may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly.
4. **Legal relation:** The organizer and the exhibitor shall have the relationship of licensor and licensee. An agreement, to this effect shall stand executed between the organizer and the exhibitor on approval of their application for space allocation. Upon the acceptance of the Exhibition Space Contract, a contract shall arise between the Organizer and the Exhibitor in the terms of these conditions and as regards space allotted the relationship of licensor and licensee shall immediately arise and continue between the Organizer and the Exhibitor.
5. **Payments:** To confirm the Participation of the exhibitor, the requisite charges as stipulated under clause 2 of the rules, must be paid in full upon signing the contract. The License fee once paid shall not be refundable. In case of non-payment of any sum due or any breach or non-observance of any of these conditions by the Exhibitor, the Organizer shall have the full right to revoke this license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all amounts payable hereunder, all other claims against the Exhibitors and the right to recover damages sustained by the Organizer.
6. **Allocation of Space:** Allotment shall be made on the basis applications received vide annexure-I. Application completed in all respects will only be considered for allocation of space. Space will be allocated to the participant by name and no sub-letting will be allowed in any manner. The space will be allotted on first- come-first-served basis subject to optimum utilization of space. The Organizer shall have full power to determine in every respect the allocation of area and position of space and it shall be entitled for any reasons which in its sole opinion is in the general interest of the Exhibition to vary the general layout or location of any particular stand even if it has already been allocated and the Exhibitor shall accept a new allotment of space in substitution of that original.
7. **Occupation, Utilization & Vacation of Space:** The Exhibitor shall occupy the allotted space 09:00 AM on the day prior to the opening of the Exhibition. In the event of the exhibitor fails to set up the stall in time or fail to show, the Organizer shall have the right to deal with the space in any way it thinks best. The organizers must vacate the halls at the conclusion of tenancy period as per allotment. In the event of any delay penalty would be

applicable as. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted, nor may advertisements of firms who are not bonafide. Exhibitors' show on its stand. Only those products, services and Institutions mentioned on the application form may be incorporated in the stand.

8. **Clause of Indemnity & Insurance:** Participants will insure their exhibits and display materials against loss, damage, theft, fire or any cause whatsoever. They will also obtain third party insurance cover for construction period, fair period and dismantling period. The Exhibitor shall be solely responsible for the cost of restoring to its original condition any part of the Exhibition ground, structure or stall premises occupied by them, which has been altered or damaged in any way. The Organizer shall not be responsible for the loss or damage to any property of the client or any other person caused by theft, fire, defect in the Exhibition Ground premises, storm, tempest, lighting, national emergency, civil unrest, war, labour disputes, lockouts, explosion. Acts of God and general cases of “force majeure” whether or not “ejusdem generis” with the foregoing or any cause not within the Organizer control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the hall becomes totally or partially unavailable for the holding of the exhibition due to any of the foregoing causes. The Exhibitor shall indemnify and hold the Organizer safe and harmless from all loss and damage to person or property and all claims arising out of the Exhibitor's stand fitting and for the Exhibitor's portions of the shell scheme and for any loss or damage to the basic shell scheme stand. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying the Organizer as aforesaid and also to cover itself against all risks in respect of which the Organizer is expressed not to be responsible in these conditions.
9. **Postponement or Abandonment of Exhibition:** In no event shall the Exhibitor have any claim for damages of any kind against the Organizer in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to above or otherwise the Hall becoming wholly or partially unavailable for the holding of the Exhibition for reason beyond the Organizer Control and the Organizer shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organizer shall consider necessary. If in the opinion of the Organizer by rearrangement or postponement of the period of the Exhibition or by substitution of another hall or building or in any other reasonable manner the Exhibition can be carried out these conditions shall be binding upon the parties except as to size and position as to which any modification or rearrangement shall be determined by the Organizer.
10. **Claims for Damages:** The Exhibitor shall hold the Organizer safe and harmless from all loss or damage suffered by or arising out of any of default of any servant, agent, employee or subcontractor of the Exhibitor. The Organizer cannot accept any complaint or claim against them unless it is submitted in writing to the General Convenor within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled by arbitration.
11. **Amendment of Rules:** The Organizer reserves the right to alter, add to, or amend any of these conditions and the decision of the Organizer shall be final. Health, Safety & Environment: The exhibitors shall follow the HSE procedures as stipulated under the rules. The Exhibitor shall not without the written consent of the Organizer display exhibits or bring into the Hall any explosive or dangerous material or any such thing which may cause noxious fumes or which make use of or display any other material which may involve a

danger to the health or safety of any person. The Exhibitor shall indemnify the Organizer against any loss or damage arising out of a breach of this clause. The exhibitor shall be responsible for maintaining the overall HSE standards as stipulated under local laws including that of the local bodies.

12. Violation of Rules: In the event of violation of these rules, the organizer shall have the right to close down the stall of the participants immediately and demand immediate vacation of their stalls and exit the premises.

13. Interpretation: The decision of organizer or his nominee shall be final and binding on the participants with regard to the interpretation of these rules and regulations.

14. Disputes: Disputes, if any, arising out of participation in the exhibition shall be resolved through arbitration as per the provisions under the Arbitration and Conciliation Act, 1996.

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Name and Signature of
Authorized Signatory

Date: _____

Place: _____