

SPACE CONTRACT

1.) ON-WATER MARINA AREA

BOATS

- Boats – 38 to 68ft length AED 22,900 per boat (**power not included**)
 Boats – 69 ft length and above AED 27,100 per boat (**power not included**)

The following companies will be represented on our stand. (Please mention country): _____

1. Model _____ Length (m) _____ Beam (m) _____ = AED _____
 2. Model _____ Length (m) _____ Beam (m) _____ = AED _____
 3. Model _____ Length (m) _____ Beam (m) _____ = AED _____
 4. Model _____ Length (m) _____ Beam (m) _____ = AED _____
Total AED _____

FLOATING CORPORATE DECK

Space Only, 37.5m² (5m x 7.5m), Dhs. 28,270 Total Floating Corporate Decks required _____
 (Stand designs must be submitted to the organisers for approval)

2.) EXTERNAL SPACE ONLY

Dhs 425 per m². (minimum 24m² maximum 600m²). Stand designs must be submitted to the organisers for approval. Double-decker stands are not permitted.

Total Sqm : _____ Stand No. : _____ Dimensions: _____ m (frontage) x _____ m (depth).

The Exhibitors will not contravene any of the laws of the UAE, in particular shall not contravene any UAE laws and regulations concerned with the importing, marketing, promotion and/or sale of goods and those concerned with intellectual property fraud, copying and counterfeit. The Organisers reserve the right to immediately expel anyone from the show, who in their sole opinion appears to be breaking any such laws.

3.) **Company Name:** _____

Address: _____

City: _____ Country: _____

4.) **Contact Person** (to act as a key contact in all exhibition matters)

Full name: _____ Job Title: _____

Direct Telephone: _____ Mobile: _____

Fax: _____ Email: _____ Website: _____

5.) **Most Senior Executive in the Organisation** (for record purpose only)

Full Name: _____ Job Title: _____

A 50% DEPOSIT PAYMENT IS DUE ON SIGNING OF THIS CONTRACT. The balance of the invoice must be settled by 7th DECEMBER 2008. Contracts received after this date must be accompanied by 100% payment. Payments are non-refundable.

Payments should be in UAE DIRHAMS or U.S. DOLLARS only and made payable to Dubai World Trade Centre (L.L.C.).

Payment in UAE Dirhams should be in a form of company cheque or cashiers cheque issued in favor of Dubai World Trade Centre (L.L.C.) for credit to Current Account, National Bank of Dubai, Sheikh Zayed Road Branch, **Account No. 01-50-07470-8.**

Payment in US Dollars should be in the form of a Demand Draft or Telegraphic Transfer (Swift Code NBDUAEAD) issued in favour of Dubai World Trade Centre (L.L.C.) for credit to Current Account, National Bank of Dubai, Sheikh Zayed Road Branch, **Account No. 27-48-035034,** and drawn against a New York based bank, otherwise, bank charges will be charged to the account of the applicant exhibitor.

NOTE: Seatrials will not be permitted at any time throughout the duration of the show.

We have read the general conditions for the Exhibitors and in the event of the application being granted (wholly or in part) we undertake to observe and to be bound by them and we understand that this form is a legally-binding contract under the UAE Law between ourselves and the Dubai World Trade Centre (L.L.C.)

 Legally binding signature of the exhibitor

Complete and return this contract to:

Dubai International Boat Show
 Dubai World Trade Centre (L.L.C.)
 P O Box 9292
 Dubai, United Arab Emirates

 Date

Tel: + 971 4 308 6042 / 308 6451
 Fax: + 971 4 318 8607
 E-mail: boatshow@dwtc.com
 Website: www.boatshowdubai.com

General Conditions for Exhibitors

01. In these Conditions the term "Exhibitor" means the signatory of this application and includes all employees or agents of such and the term "Exhibition" means that described on the reverse hereof, "The Organiser" means Dubai World Trade Centre L.L.C.
02. In case of joint venture howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the conditions of this contract.
03. If the Exhibitor does not pay the balance of the contract price at the prescribed time, the Organiser reserves the right after due notice to the Exhibitor or the agents as appropriate to cancel the booking. In this event, or if the Exhibitor cancels the booking after the application is granted, the deposit will be forfeited. Additionally, if cancellation occurs for either reason after the prescribed date for payment of the balance of the contract price a sum in liquidated damages equivalent thereto will be payable by the Exhibitor to the Organiser in any event.
04. Applications for space must contain details of the proposed exhibit and the name of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to on the stand. The charge for space is exclusive of any applicable federal or local Government of Municipal taxes all of which if any must be borne by the Exhibitor. Currently no such taxes are levied.
05. The Organiser shall have full power to determine in every respect the allocation of area and position of space and it shall be entitled for any reason which in its sole opinion is in the general interest of the Exhibition to vary the general layout or the situation and area of any particular stand even if already allocated and the Exhibitor shall accept a new allotment of space in substitution of that originally allotted.
06. Upon the acceptance of the Application for space a contract shall arise between the Organiser and the Exhibitor in the terms of these conditions subject to variation as mentioned and as regards space allotted the relationship of licensor and licensee shall immediately arise and continue between the Organiser and the Exhibitor. In case of non payment of any sum due or any breach or non observance of any of these conditions by the Exhibitor the Organiser 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 monies payable hereunder, all other claims against the Exhibitors and the right to recover damages sustained by the Organiser.
07. The Exhibitor shall occupy the space allotted to it by the time set down by the Organiser. In the event of default due to any cause whatsoever the Exhibitor shall pay to the Organiser a further sum in liquidated damages equal to the total charge for the space and the Organiser shall have the right to deal with the space in any way it thinks best.
08. In the event of any Exhibitor committing an act of bankruptcy or if a limited company being wound up the contract with it shall be determined void and all monies already paid shall be retained by the Organiser.
09. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted to it nor may advertisements of firms who are not bonafide exhibitors show on its stand. Only those products, services and companies mentioned on the application form may be incorporated in the stand.
10. Breach of Contract and Withdrawal by the Exhibitor. Without prejudice to the rights and remedies of the organiser in respect of any breach of the Contract on the part of the Exhibitor the Organiser may at its discretion allow the exhibitor to withdraw from the Exhibition subject to the following conditions:
 - 1) The Exhibitor must give written notice to the Organiser that he desires to withdraw and if the Organiser allows such withdrawal it will notify the Exhibitor of its decision in writing;
 - 2) Any such notification by the Organiser to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organiser of a consideration for release from the Contract;
 - 3) The amount of such payment will be specified in the Organiser's notification to the Exhibitor and will be that proportion of the space rental payable under the Contract dependent upon the date upon which the Organiser receives the notification from the Exhibitor as detailed below:

<u>Date of Receipt by Organiser of Notice of withdrawal</u>	<u>Proportion of space rent payable</u>
More than 4 months prior to Exhibition	50%
Less than 3 months prior to Exhibition	100%
 - 4) Upon payment of such amount to the Organiser by the Exhibitor (credit being given by the Organiser for all rental already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.
11. The Exhibitor will be totally responsible for the cost of restoring to its original condition any part of the stand or structure occupied by it which has been altered or damaged in any way.
12. The Organiser shall not be responsible for the loss or damage to any property of the Exhibitor or any other person caused by theft, fire, defect in the Exhibition Venue / Exhibition Hall ("the Hall"), storm, tempest, lightning, national emergency, national mourning, civil unrest, war, labour disputes, lockouts, explosions, Acts of God and general cases of force majeure whether or not ejusdem generis with the foregoing or any cause not within the Organiser's 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 Organiser safe and harmless from all loss and damage to person or property and all claims arising out of the Exhibitor's stand fittings and for the Exhibitor's portion 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 Organiser as aforesaid and also to cover itself against all risks in respect of which the Organiser is expressed not to be responsible in these conditions.
13. In no event shall the Exhibitor have any claim for damages of any kind against the Organiser 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 in Condition 12 or otherwise or of the Hall becoming wholly or partially unavailable for the holding of the Exhibition for reason beyond the Organiser's control and the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser shall consider necessary. If in the opinion of the Organiser by re-arrangement 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 re-arrangement shall be determined by the Organiser.
14. The Exhibitor shall hold the Organiser safe and harmless from all loss or damage suffered by or arising out of any act or default of any servant agent employee or subcontractor of the Exhibitor.
15. The Organiser reserves the right to alter, add to, or amend any of these Conditions and the decision of the Organiser shall be final.
16. The Exhibitor shall not without the written consent of the Organiser display, exhibit or bring into the Hall any explosives or dangerous material or any such thing which cause noxious fumes or which make use of or display any other materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify the Organiser against any loss or damage arising out of a breach of this clause.
17. An Exhibitor's Manual will be issued to the Exhibitor containing detailed instructions for the organisation of the Exhibition.
18. The Organiser cannot accept any complaint or claim against it unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in Dubai in accordance with Dubai Law and custom.
19. All display advertising exhibits and stand arrangements shall be appropriate to the subject matter of the Exhibition in the sole opinion of the Organiser and shall be tasteful 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 Organiser the Exhibitor is in breach of this clause the Organiser may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly.
20. In the event of a breach of any of the conditions herein the Organiser may in all cases retain all monies paid by the Exhibitor and recover further monies from the Exhibitor as provided herein.
21. The exhibitor will not contravene any of the laws of the UAE, and in particular shall not contravene UAE copyright laws. The organisers reserve the right to immediately expel anyone from the show, who in their sole opinion appears to be breaking any such laws.
22. Stand rentals may be paid in US\$ or UAE Dirhams. The exhibitor is liable for making good any exchange losses to the Organiser at the time of conversion into Dirhams.

All Communications to be addressed to:

International Project Manager – Exhibitions
Dubai International Boat Show
P O Box 9292, Dubai, U.A.E.

Marina Rules for On-water Exhibitors at
Dubai International Boat Show 2009, Mina Seyahi

- Exhibitors need to have their boats on the pontoons according to their locations and timing deadlines communicated by the Project Manager. **Any boats with berth spaces in the enclosed marina area will not be allowed access after midday on the day prior to the show opening. This area will remain closed for the entirety of the exhibition.**
- The maximum speed limit inside the harbour is 3kts.
- All boats must display the Coast Guard registration number and have a valid copy of the registration.
- All boats must be insured against third party risks and evidence of this must be produced to the show organisers (DWTC) who will submit these to DIMC.
- All exhibitor personnel involved in driving boats must be suitably qualified and licensed by the authorities.
- DWTC and DIMC bear no responsibility for loss of equipment whilst the boat is in DIMC.
- All boats must be fully serviceable and have appropriate safety equipment on board (Fire extinguishers, bilge pumps etc). DWTC and DIMC shall have sole discretion on the suitability of boats in this regard.
- Once boats are on the berth they must remain in place until the end of the show therefore no sea trials will be permitted at any time throughout the duration of the show.
- The fuel station hours at DIMC are 0700 hrs to 1900 hrs local time daily. Arrangements for payment need to be made directly with DIMC.
- No cleaning services are provided for boats berthed at DIBS, exhibitors need to make their own arrangements for this.
- Exhibitors are not permitted to make their own electrical connections to the shore line pedestals, in the interests of safety this must be done by DIMC staff.
- Exhibitors are not permitted to erect any stand construction or place items of any description on the pontoons other than boarding steps to the boats.
- Exhibitors are not allowed to erect flags or banners on the pontoons without prior authorisation from the organizers.
- The Marina Manager of the DIMC shall have the final responsibility for safety matters with regard to the pontoons and boats berthed for DIBS.

Legally binding signature of the exhibitor

Date