

!! IMPORTANT !!

To confirm your booking:

- Fully COMPLETE AND SIGN Contract (page C1)
- READ Terms and Conditions (page C2-C5)
- SIGN PAGES C2-C5 (block on bottom right hand corner)
- E-mail or Fax SIGNED PAGES C1-C5

kele@bloemshow.co.za
Fax: 086 240 5524

TERMS AND CONDITIONS OF THE CENTRAL AGRICULTURAL SOCIETY (CAS) trading as BLOEM SHOW REGARDING THE LEASE OF STANDS/ EXHIBITION AREAS/FREIGHT CONTAINERS (THE EXHIBITION AREA)

1. LEASING OF THE EXHIBITION AREA: The CAS leases the exhibition area, referred to in this agreement, to the exhibitor for the entire duration of the Bloem Show, as referred to above, subject to the terms and conditions contained herein, whereafter the exhibitor will place the CAS in free and undisturbed possession and occupation of the exhibition area.

2. INDEMNIFICATION AND NO LIABILITY: The exhibitor hereby indemnifies the CAS against any damage, loss, liability, action or claim by or against any person, of any nature, as a result of any act or omission pertaining to the lease of the exhibition area, the erection and removal of the exhibitor's exhibition as well as the use of the exhibition area and the exhibition and/or sale of products and goods and/or rendering of services by the exhibitor and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guests and/or any other person for whose actions the exhibitor may legally be held liable for. The exhibitor shall, for the entire duration of his exhibition and as long as the exhibitor's exhibition is on the Showgrounds, be liable for all necessary precautionary measures to properly protect the public who attend the exhibitor's exhibition, or any other person whomsoever against any damage or injury caused by any (potentially) dangerous object, substance, material, machinery or whatever else may be used by the exhibitor for whatever purpose or anything under the control of the exhibitor and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guests and/or any other person for whose actions the exhibitor may legally be held liable for. The exhibitor will be obliged to comply with all regulations, laws, and ordinances imposed by any competent authority and especially the fire regulations issued and laid down by the fire department of the Mangaung Metropolitan Municipality, with regard to the exhibitor's exhibition as a whole and also the use of any object, substance, material, machinery, or whatever else is used by the exhibitor as part of or as promotion of his exhibition. The exhibitor shall have no claim, of any nature, for damages against the CAS resulting from the exhibitor's rental of the exhibition area or any other matter pertaining thereto in terms of this agreement, for any act or omission (lawful or otherwise) of any other exhibitor pertaining to such exhibitor's exhibition or sale of goods or otherwise, non-compliance by any other exhibitor of any obligation towards the CAS pertaining to such exhibitor's exhibition and/or sale of goods and/or rental of such exhibitor's exhibition area or for any other reason whatsoever. Specifically, and without derogating from the generality of the foregoing, the exhibitor shall have no claim of any nature against the CAS if the water supply to the Showgrounds or the exhibition area (if the exhibition area is separately provided with water) is at any stage interrupted or limited and/or not of a good quality and/or not purified to a reasonably acceptable standard. The exhibitor shall at his own expense obtain the necessary insurance against any liability in terms of this paragraph, and, upon request by the CAS, submit proof thereof.

The Exhibitor hereby indemnifies and holds harmless the CAS / Showgrounds Development Trust/ Bloem Show or any of their Directors, Trustees, Members, Officials, Employees, Agents or Servants (hereinafter collectively referred to as "the Show") against any claims for any direct, indirect or consequential loss or damage to property or as a result of injury to, physical harm to, or death of a person or a visitor to the premises of Bloem show, or the rental of a facility, or as a result of the use of the Show facilities, howsoever arising or caused and whether by reason or as a result of the default or negligence of any of the aforementioned parties or persons or otherwise (including the costs connected with such claims), unless such loss or damage is caused intentionally.

Should any such claim be made against the Show, it shall be entirely in the discretion of the Show as to whether it admits or denies any such claim, and the Show reserves itself the right to defend any such claim brought against it and to proceed to the final end and determination thereof including the lodging of any appeals to any Courts, and in addition the Show shall have the right in its discretion to compromise, abandon or settle any claim made against it and to nominate legal representatives and brief counsel in connection with such claim. The Exhibitor shall be liable for and shall pay all costs, charges and expenses necessary and reasonably incurred, (including attorney and own client costs) by the Show in connection therewith, in addition to all sums of money whether for damages, costs, charges, expenses or otherwise which the Show may be ordered to pay to the said Claimant in the said actions on the advice of its legal representatives and counsel. The Exhibitor shall further not be entitled to cede any of its rights or delegate any of its obligations in terms of this Agreement to third parties.

3. SAFETY:

3.1. Electrical Safety

All electrical installations brought about by or on behalf of the Exhibitor must comply with OHS (Occupational Health & Safety) Act and SABS 0142-1 wiring code. A qualified electrician must install all permanent and temporary installations.

The exhibitor undertakes to comply with the following when electrical tasks are to be commissioned:

- The minimum height of any open lighting must be 2.4m from the floor or ground level.
- NO open joints in any cables or wires are allowed.
- NO flex cables or open wires may be used.
- NO overloading of switch sockets with multi plugs.
- NO light or power points may be mounted on steel structures without earth leakage protection.
- NO open element heaters are allowed. Only fan heaters are allowed if the power supply is sufficient.
- ALL heaters should be switched off immediately after closing of exhibitions.
- ALL electrical appliances have to be in a safe working condition.
- NO halogen or similar light sources are permitted and temporary lighting has to be LED type.

If dangerous, unsafe or faulty electrical installations are spotted, the CAS will be entitled to disconnect all faulty electrical installations.

3.2. General Safety

- All types of permanent or temporary structures have to be safe for both humans and animals, eg. barriers, steel structures, platforms, etc.
- Product Demonstrations – all safety regulations must be followed eg. the set up of safety barriers where necessary.
- Agricultural equipment and machinery exposed to the public must be safely demonstrated under the supervision of the exhibitor.
- All vehicle and machinery keys must be kept in a safe place.
- A Police Station is situated on the grounds.
- In case of a Medical Emergency please phone ER24 (084 124/082 951 3009) on the grounds or the Show Office (051 448 9894/5/6).
- In case of an emergency, you are to evacuate the exhibition area and assemble at the nearest marked assembly area.

3.3. Fire Safety

The Fire Department of the Mangaung Metropolitan Municipality has indicated that, over and above the standard requirements and procedures for fire safety, which will be inspected by them during the course of the annual Bloem Show, they will be specifically inspecting the storage, usage and general safety of liquid petroleum (LP) gas used for the preparation of food within permanent, temporary and mobile food preparation areas and facilities.

The following requirements have to be adhered to in order to comply with the relevant legislation and laws:

- No more than 19kg of LP gas in total may be stored at any given time within any permanent, temporary or mobile food preparation area or facility.
- The exhibitor will ensure that all LP gas bottles brought onto the Showgrounds will be properly secured and protected against theft, damage and falling over.

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- All permanent, temporary and mobile food preparation areas and facilities have to have at least one 4,5kg CO₂ fire extinguisher in close proximity of the food preparation area or facility for the specific use of extinguishing a fire, if necessary. Other exhibitors have to have a powder fire extinguisher in the exhibition area. All fire extinguishers have to be in a properly working condition with a valid inspection and service certificate.
- No LP gas bottles are permitted closer than one metre from an open flame or fire.
- All food preparation areas or exhibitors making use of cooking oil in deep fryers or pots have to have a fire blanket, large enough to cover the deep fryer or pot, in close proximity of the food preparation area.
- All personnel working in the exhibition area or stall have to be fully trained on the use and functioning of the fire extinguisher as well as the fire blanket.
- The abovementioned fire safety equipment may be bought from Cheetah Fire Services (tel: 051-525-2391).
- Refreshment and food preparation stalls need a complete first aid kit available in the exhibition area or stall at all times which should comply with the Occupational Health and Safety Act.
- All safety equipment (fire blanket, fire extinguisher and first aid kit) has to be visible and identified by symbolic safety signs and within easy access for all personnel working in the exhibition area or stall.
- It is the responsibility of all exhibitors to be aware of the position of the nearest fire extinguisher and/or firefighting equipment.
- No open fires are permitted on the showgrounds except with the prior written consent of the CAS to be obtained not less than ten (10) days prior to the commencement of the Show and then only subject to such conditions laid down by the CAS.
- Flammable liquid are not permitted in the exhibition area except the quantity required for one day's use by the exhibitor to conduct the activity for which the exhibition area was rented.
- Containers used for flammable liquids are to be kept properly sealed and safe and not accessible to unauthorised persons.
- Flammable liquid may not be brought in close proximity of any open fire or flame or any item that may create static electricity or ignite flammable liquid.
- Flammable liquid is to be stored separately and safely and in a clearly demarcated area displaying the necessary safety signs.

The CAS does not accept and is absolved from any responsibility towards the exhibitor for damages, injuries, financial loss or death that may occur from dangerous or unsafe electrical, mechanical and building constructions or installations or from any other cause whatsoever. It is the responsibility of the exhibitor to strictly comply with the required safety regulations and laws.

3.4. Occupational Health & Safety

The exhibitor acknowledges the duties and responsibilities as prescribed by the Occupational Health and Safety Act No. 85 of 1993, and/or any regulations promulgated in terms thereof and agree to ensure that all in connection with the exhibition work will be performed and machinery and plant used in accordance with the provisions of the said Act and regulations. The exhibitor furthermore agrees to comply with all relevant legislation, regulations, by-laws and other statutory obligations in connection with the exhibition or otherwise.

Specifically the exhibitor agrees and undertakes to ensure that all machinery exhibited, displayed or used in connection with or as part of or in connection with the exhibition:

- Has been properly maintained and is suitable for its intended purpose;
- Will be installed and operated in such a manner and by properly trained and skilled personnel so as to prevent damage to property and/or people being injured and/or it being exposed to hazardous conditions.

4. NATURE AND EXTENT OF THE EXHIBITION AREA: Any floor area of an exhibition area let by the CAS is an approximate measurement and the CAS will in no way be held liable towards the exhibitor for any loss or damage as a result of any deviation in the floor area of the exhibition area and such a deviation will not grant the exhibitor any right to cancel this agreement or to claim an alternative exhibition area or to claim any reduction of rentals payable in terms of this agreement. The exhibitor acknowledges that no guarantees and/or representations were made by the CAS regarding the quality and/or characteristics and/or use and/or purpose and/or nature of the exhibition area, other than contained in this agreement. The CAS does not guarantee that the exhibition area is suitable for the purpose for which the exhibitor requires it.

5. RENTAL AND WHEN PAYABLE: The rental for the exhibition area is strictly payable as stated in this agreement.

6. NON-COMPLIANCE WITH THE AGREEMENT AND CANCELLATION: In the event of the exhibitor not complying with the provisions of this agreement, in which-ever respect, in the sole and absolute discretion of the CAS, the CAS shall at its choice, besides any other remedy legally available, be entitled, but not compelled, to cancel this agreement, to withdraw from same and to claim such damages as it may have suffered alternatively, and as an actual pre-estimate of liquidated damages, to hold the exhibitor liable for payment of the full outstanding balance due in terms of this agreement, if any, with regard to the rental of the exhibition area and in either instance to withhold any amounts already paid by the exhibitor to the CAS in respect of rental of the exhibition area as deposit or otherwise and to apply set off of such amounts against the amount owing alternatively to comply, or ensure compliance on behalf of the exhibitor, with his obligations and to hold the exhibitor liable for the costs so incurred, payable on request from the CAS further alternatively to hold the exhibitor to the terms of this agreement. The exhibitor shall, under no circumstances, without the written permission of the CAS, and then only on such conditions as the CAS may determine, in their sole and absolute discretion, be entitled to cancel this agreement, which permission may, in the sole and absolute discretion of the CAS, be permitted or refused.

7. CESSION OF RIGHTS AND SUB-LETTING: The exhibitor shall not be entitled to cede or make over any of his rights in terms of this agreement to any person or entity or to sub-let the exhibition area to any person or entity without the prior written consent of the CAS and then on such conditions that the CAS may determine in their sole and absolute discretion, which consent may be permitted or refused by the CAS in their sole and absolute discretion.

8. USE OF THE EXHIBITION AREA: The exhibitor shall use the exhibition area solely for the purpose to display, sell and offer for sale his products and/or services as determined in this agreement and to negotiate with (potential) buyers and customers and shall at all times conduct all actions and business on the showgrounds and in the exhibition area in a legal and lawful manner, due regard being had to the rights of other exhibitors. The exhibitor shall, for the entire duration of the Show, and at his own expense, keep the exhibition area neat, clean and hygienic. The exhibitor shall not be entitled to bring about any signboard, advertisement material and or other form of painting or drawing to any building or structure of the CAS or anywhere on the Showgrounds or allow that it is done without the prior written consent of the CAS, and in which case it will be done on the conditions and with compliance of the specifications that the CAS may, in their sole and absolute discretion determine. After conclusion of the Show the exhibitor shall remove any signboard, advertisement material or any other painting or drawing contemplated herein and shall leave the building or structure to which the abovementioned were brought about in the same condition as before application thereof. The exhibitor shall not be entitled to use any nails, screws or similar material in the walls or floors of any portion of the building(s) or structure(s) wherein the exhibition area is situated or any other building(s) or structure(s) on the Showgrounds or to do anything else that may cause damage to or change any building(s) or structure(s) on the Showgrounds. The exhibitor shall not display, exhibit or use any goods, notice, advertisement material, decoration or any other object or act or allow action in such a way as to obstruct the lighting and view of any throughfare, passages and access routes to and from the exhibition area or to obstruct other open areas on the Showgrounds, or in any way cause inconvenience, nuisance or (potential) damage to any other exhibitor or person that may attend the Show or affect any of the other exhibitor's exhibitions on the Showgrounds in any other way. The exhibitor shall only be entitled to do business and to display his goods from the exhibition area and shall not be entitled to distribute any posters, leaflets, printed material, circulars or any other promotional items or advertising material on the Showgrounds other than distributing such material from the exhibition area to visitors of the exhibitor's exhibition.

Hereby I declare that I have read and understood the above mentioned terms and conditions and will adhere to it.

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The exhibitor will not be entitled to use any (potentially) dangerous, explosive, offensive, noxious or excessively noisy material, substance or object as part of his exhibition without the prior written consent of the CAS, which consent may in the sole and absolute discretion of the CAS be permitted or refused. The exhibitor shall not be permitted to use as part of the exhibition, or for any other reason, in or around the exhibition area or on the Showgrounds, a loudspeaker- or public address system without the prior written consent of the CAS, which consent may be permitted or refused in the sole and absolute discretion of the CAS. The exhibitor shall see to it that any dangerous or poisonous gasses of any nature, which are released during his exhibition are extracted in an effective and efficient manner and released into the air above the hall in which the exhibition area is situated in such a way as not to cause any danger or disturbance for any person in any manner.

Under no circumstances will anybody be permitted to sleep or stay overnight at or in their exhibition area or on any other area on the Showgrounds. A caravan park with ablution facilities is available for accommodation. (Please complete form 8 and return same to the show office). All wasted or unused food must be placed in refuse bins and not disposed of through drains or the sewerage system. Under no circumstances may food or kitchen water be disposed of through the storm water drains. Water may only be disposed of via the washing facilities. Under no circumstances may any form of body washing, washing of dishes and utensils and the washing of clothes take place within the ablution facilities or any other area on the Showgrounds.

9. OCCUPATION AND CLEARANCE OF THE EXHIBITION AREA: The exhibitor shall occupy the exhibition area entirely and completely and shall have his exhibition ready for visitation by the public that attend the Show at the latest by 21:00 on the day before commencement of the Show, as set out hereinabove, and shall occupy the exhibition area as such for the entire duration of the Show. From the day prior to commencement of the Show and thereafter for the entire duration of the show, no vehicles with a gross weight in excess of 5 ton will be permitted to enter the Showgrounds for purposes of the delivery or preparation of the exhibition area. Any vehicle or other means of transport used by the exhibitor on the Showgrounds will at all times be used at walking speed and in such a manner so as to afford pedestrians the right of way and with the safety of other exhibitors and visitors to the Show in mind. The exhibitor shall vacate the exhibition area entirely and shall remove any and all equipment, structures, stock, exhibition material, advertisement material, object, machinery or whatever else may have been brought onto the Showgrounds or the exhibition area by the exhibitor and will place the CAS in free and undisturbed possession and occupation of the exhibition area by not later than 17:00 on the second day after the last day of the Show, as stated hereinabove. The exhibitor shall not be entitled to start vacating the exhibition area before the day following the last day of the Show, as stated hereinabove. The exhibitor shall, after vacation of the exhibition area and the Showgrounds leave the exhibition area and the Showgrounds in the same clean, tidy and undamaged state as it was when the exhibitor took possession and occupation thereof. Any advertisement material, object, goods or machinery or whatever else that are not removed in accordance with this paragraph shall become the property of the CAS and the exhibitor will have no claim against the CAS in relation thereto. Any damage to any property, structure or building of the CAS or on the Showgrounds caused by the exhibitor and/or his representative(s) and or his agent(s) and or his contractor(s) and /or his employee(s) and or his dependant(s) and/or his guest(s) and/or any other person whose actions the exhibitor may legally be held liable for shall be properly repaired and/or replaced by the exhibitor at his own cost within the aforementioned period or such further period allowed by the CAS, in their sole and absolute discretion, failing which the CAS will be entitled to bring about the necessary repair work and/or replacement, and the exhibitor shall be liable for the costs thereof which amount shall be paid on request.

10. CHANGES ON REQUEST OF THE CAS: The CAS shall be entitled to require from the exhibitor to amend and/or alter and/or change his exhibition, advertisement, decorations or anything else that relates to his exhibition or to remove any article, object, substance or anything else from the Showgrounds as the CAS may determine in their sole and absolute discretion, in the event of any such article, object, substance or whatever else do not, within the sole and absolute discretion of the CAS, comply with the terms of this agreement, are offensive or dangerous or are not acceptable to the CAS, for whatever reason or in the event of the exhibitor and/or his exhibition causing damage or possible damage to the image of the Show, in the sole and absolute discretion of the CAS. The exhibitor shall under such circumstances be obliged to immediately change his exhibition or change or remove the object, article, substance or whatever else so as to comply with the requirements of the CAS, failing which the CAS may act in accordance with paragraph 6 above. In general the exhibitor and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and or his guest(s) or any other person for whose actions the exhibitor may legally be liable, shall at all times comply with the rules and regulations of the CAS with regard to the exhibition or otherwise on the Showgrounds, and/or ensure that such rules and regulations are complied with as well as comply with legitimate instructions and requirements of the CAS and/or ensure that such instructions and requirements are complied with.

11. NATURE AND SIZE OF THE EXHIBITION: Any structure relating to the exhibitor's exhibition in any hall may in total not exceed 2,5m in height. In respect of any temporary or permanent structure(s) or building(s) that is/are to be erected by the exhibitor on another exhibition area than in the halls or freight containers, the exhibitor shall, prior to such erection, submit to the CAS, for approval, a complete plan, indicating the size and structure thereof. The CAS has the right to, in their sole and absolute discretion, reject such plan in which event the exhibitor shall not be permitted to erect such structure(s) or building(s) unless same comply with the requirements and specifications determined by the CAS, in their sole and absolute discretion. In respect of any temporary structure erected by the exhibitor on the Showgrounds, the exhibitor shall provide the CAS not later than two (2) days prior to commencement of the Show with a safety certificate issued by a competent inspection authority to confirm such temporary structure is safe and poses no danger to the public and/or other exhibitors. Tent support such as pegs and support wires have to be made clearly visible and may not be positioned in such a manner that it will pose a safety hazard to the public or other exhibitors.

12. ACCESS BY THE CAS: Any representative, employee or agent of the CAS shall at any time be entitled to enter any exhibition area for inspection or to determine whether the exhibitor complies with the terms and conditions of this agreement or for any other lawful reason whatsoever.

13. ELECTRICITY SUPPLY: In the event of the existing electricity supply as supplied to the exhibitor in respect of the exhibition area, being insufficient, the exhibitor is entitled, at his own expense, to have additional electricity supply installed. The exhibitor shall be obliged to, at his own expense, make use of the CAS's electrical contractors, M & L Electrical Contractors, Bloemfontein (Tel: 051-430 3014) and OASYS (Tel: 011-210 2500) for the installation and supply of such additional electricity. No building or structure or part thereof on the Showgrounds may in any way be changed or altered or damaged when such additional electricity supply is installed. If, for the abovementioned reason, it is necessary that additional electricity cables are installed, same must also be installed by the abovementioned electrical contractors, at the expense of the exhibitor. The CAS shall have the right to hold the exhibitor liable for additional use of electricity, as a result of additional electricity supply as envisaged in this paragraph, calculated at the tariff per unit that electricity is supplied to the CAS, which additional amount is payable by the exhibitor on demand. Although the CAS shall do everything in their power to ensure that the exhibitor will enjoy uninterrupted electricity supply, the exhibitor shall have no claim of any nature against the CAS for an interruption and/or irregularity, and/or insufficiency in the electricity supply and/or damage resulting from a high voltage spike be it before, during or after the period of the Show as stated above, irrespective of the reason for same or the duration thereof.

14. RISK PERTAINING TO THE EXHIBITION: The exhibitor shall display his exhibition solely at his own risk and shall have no claim, of any nature, against the CAS for any loss or damage to his exhibition as a whole, the goods exhibited, his equipment or any other goods, as a result of theft, fire, vis major or any other reason at all. Although the CAS may during the period of the Show arrange for general security measures, the exhibitor will have no claim for whatever reason, against the CAS in the event of these measures not being taken or if such measures are insufficient.

15. SUPPLY OF FOOD AND BEVERAGES: The exhibitor may not supply or distribute any food or beverages free of charge or otherwise to any member of the public or any other person except with the prior written consent of the CAS and then subject to such conditions as the CAS may, in their sole and absolute discretion, determine and who may also, in their sole and absolute discretion, grant or refuse such consent. Exhibitors may, in any event and even if the necessary consent has been obtained, as provided for in this paragraph, not supply or distribute food or beverages with a mass of more than 30g per sample or a volume of more than 30ml per sample free of charge to any member of the public or any other person.

Hereby I declare that I have read and understood the above mentioned terms and conditions and will adhere to it.

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Outlets and/or exhibitors selling alcohol or any other form of beverage or liquid in a glass container or bottle will be bound by the Safety at Sports and Recreational Events Act, 2 of 2010 and/or any regulations promulgated in terms thereof and will comply with same. In terms of the Act or regulations all liquid content need to be decanted into a suitable container at the point of purchase before it is sold to a member of the public (the South African Police Service has indicated that the law in this regard will be enforced relentlessly). Any exhibitor handling food has to obtain a certificate of acceptability in terms of the regulations governing general hygiene requirements for food premises and transport of food, R918 of 30 July 1999 as contemplated in the National Health Act, 61 of 2003 and such certificate must be handed in at the show offices 48 hours before commencement of the Show, failing which no trading in food will be permitted.

16. PROHIBITION ON THE COLLECTION AND SALE OF COMPETITION TICKETS: Without the prior written consent of the CAS, which consent may in the sole and absolute discretion of the CAS be permitted or refused and subject to such conditions determined by the CAS, no exhibitor may conduct any collection or fundraising from the public be it for charity or for any other reason and may not sell or distribute any tickets for any competition or lottery of any nature to the public or any other person. This paragraph constitutes no limitation on the exhibitor to sell any of his own products or render any of his services to the public.

17. NO LIVING BEINGS AS PART OF THE EXHIBITION: No animals, birds, insects, reptiles or any other living creature or organism may in any way be used to form part or the whole of an exhibitor's display or be sold by the exhibitor without the prior written consent of the CAS, which permission may be permitted or refused in the sole and absolute discretion of the CAS and then on such conditions as the CAS in their sole and absolute discretion may determine.

18. EXHIBITION TIMES AND ACCESS TO THE SHOWGROUNDS: The exhibitor will be compelled to man the exhibition area or have same manned and to keep same open for the public to visit the exhibition for the full duration of the Show during the visitation hours determined in the exhibitor's guide or during such extended hours as the CAS in their sole and absolute discretion may inform the exhibitor of in writing at any stage before or during the period of the Show, as stated hereinabove. The exhibitor shall at such times which fall outside the visitation hours for the public, as stated hereinabove, only be entitled to be present on the Showgrounds to prepare the exhibitor's exhibition and then only during such hours as determined by the CAS in their sole and absolute discretion.

19. ADMISSION TICKETS AND PARKING TICKETS: Three, non-transferable admission tickets for the duration of the Show will be provided by the CAS to the exhibitor for use only by the person(s) who man or supervise the exhibition on behalf of the exhibitor. Additional admission tickets must be purchased by the exhibitor from the CAS at the price as determined by the CAS in their sole and absolute discretion. In the event of parking spaces being available, the exhibitor may purchase from the CAS one or more parking tickets for daily parking on or near the Showgrounds as may be indicated by the CAS and at the price that is determined by the CAS in their sole and absolute discretion. The parking ticket must be displayed in a clearly visible place on the inside of the windscreen of the vehicle, in order that when parked, it is visible to the outside. The exhibitor and/or his representative(s) and/or his agent(s) and/or his contractor(s) and/or his employee(s) and/or his dependant(s) and/or his guest(s) and/or any other person for whose actions the exhibitor may legally be held liable for shall at all times be obliged to comply with all rules and regulations of the CAS as far as regulating and control of traffic, access, egress and parking of vehicles as well as the actions of the persons on the Showgrounds are concerned. Fines may be imposed by the CAS on exhibitors transgressing such rules and regulations.

20. TAKING OF PHOTOGRAPHS: Without the prior written consent of the CAS, the exhibitor shall not be entitled to take any photographs or have such photographs taken within the parameters of the Showgrounds for commercial use or for use to promote the interests of the exhibitor or for any other reason.

21. REGULATION FEE: A regulation fee, as determined in this agreement, is payable by the exhibitor on the date as determined elsewhere in this agreement as security for the proper compliance by the exhibitor of all and any of his obligations in terms of this agreement. The fee is only refundable after the conclusion of the Show on request of the exhibitor made within one week thereafter and only in the event of the CAS, in their sole and absolute discretion being of the opinion that the exhibitor has fully complied with his obligations in terms of this agreement, failing which the exhibitor will forfeit the fee in favour of the CAS on the basis determined in paragraph 6 above. If this agreement is for whatever reason cancelled, the exhibitor shall also forfeit the abovementioned fee in favour of the CAS on the same basis.

22. INFORMATION AND RULES CONTAINED IN THE EXHIBITOR'S GUIDE: The exhibitor admits that he is fully acquainted with the entire contents of this agreement as well as the information and rules contained in the exhibitor's guide and accepts the contents thereof and is bound thereto as if it is contained in this agreement.

23. NO WAIVER: No relaxation or indulgence with regard to the terms of this agreement by the CAS or waiver of the terms of this agreement by the CAS shall be regarded as a waiver by the CAS of their rights in terms of this agreement in any manner whatsoever and all the terms and conditions shall be enforceable and complied with strictly in accordance with the provisions of this agreement.

24. CONCLUSION OF THIS AGREEMENT: Conclusion of this agreement with the exhibitor is solely in the discretion of the CAS and there shall be no duty, of any nature, under any circumstances, on the CAS to accept any future application by the exhibitor for rental of any exhibition area. Acceptance by the CAS of the exhibitor's application for the rental of the exhibition area shall be deemed to have come to the attention of the exhibitor within fourteen (14) days after receipt by the CAS of the amounts payable in terms of this agreement if such payment is accepted by the CAS and not returned to the exhibitor.

25. HEADINGS: The headings contained in this agreement are solely for the purpose of information and shall not be taken into account or be used in any way with regard to the interpretation of any of the parties' rights in terms of this agreement.

26. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties regarding the aspects herein contained and no amendment or waiver of the terms thereof shall be of any force and effect unless it is reduced to writing and signed by both parties.

27. SURETY BY SIGNATORY: In the event of the exhibitor not being a natural person, the signatory, on behalf of the exhibitor, binds himself as surety and co-principle debtor to the CAS for the due and punctual compliance by the exhibitor of all the obligations in terms of this agreement. The signatory guarantees that he is authorised to sign this agreement on behalf of the exhibitor and that the exhibitor is competent and authorised to conclude this agreement.

28. RIGHTS OF THE CAS WITH REGARD TO OWN EXHIBITION: No term or condition of this agreement is to be interpreted in such a way that the CAS is prohibited from presenting any exhibition themselves, to sell any goods or to render any services on the Showgrounds during the period of the Show, stated hereinabove, or to grant such right to any other person. This agreement shall in no way grant a sole right, of any nature whatsoever, to the exhibitor with regard to that which is contained in this agreement.

29. TRADE REQUIREMENTS: The exhibitor undertakes to trade and serve its customers within the stipulations and requirements of the Consumer Protection Act, 2008 and/or any regulations in terms thereof. Any exhibitor not adhering to this act and regulations and guilty of poor service, late deliveries, no deliveries of products or services, may, in the sole and absolute discretion of the CAS, not be considered for future rental of exhibition space at the annual Bloemshow.

30. In this Agreement, unless the context shows otherwise, a word or expression which represents:

- any gender includes the other genders;
- a natural person includes a juristic person and vice versa;
- the singular includes the plural and vice versa.

Hereby I declare that I have read and understood the above mentioned terms and conditions and will adhere to it.

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