



MEMORANDUM OF AGREEMENT FOR VENUE HIRE

Entered into by and between

Mdantsane City / Billion Group

Represented herein by **Wendy Zitha**
in his/her capacity as **Marketing Manager**
Who warrants that he/she is duly authorised hereto

And

PROMOTER INFORMATION (FILL IN ALL THE BLANK SPACES)

Name of exhibitor (company): _____

Registration number: _____

Vat number: _____

Physical address: _____

Represented herein by (contact person): _____

In his/her capacity as (position in company): _____

Who warrants that he/she is duly authorised hereto

Date of exhibition: _____

Amount (excl vat): _____

Contact details: _____

Email address: _____

PLEASE FAX COMPLETE DOCUMENT, WITH EVERY PAGE SIGNED TO:

Please insert fax number ATT Wendy Zitha

1. DEFINITIONS

In this agreement, unless the context clearly otherwise requires:

1.1 "the Shopping Centre" **means Mdantsane City** including all its buildings, parking areas and surrounding facilities, situated at Mdantsane.

1.2 "the Venue" means the area known as Centre Court situated in or at the Shopping Centre as demarcated on Annexure A hereto;

1.3 "the Period" means the period of9:00 - 16:00..... (weeks/days/hours) commencing at the Commencement Time on the Commencement Date and terminating at the Termination Time on the Termination Date;

1.4 "the Commencement Date" means

1.5 "the Commencement Time" means **09H00** on the Commencement Date;

- 1.6 “the Termination Date” means ;
- 1.7 “the Termination Time” means **19H00** on the Termination Date;
- 1.8 “the Charges” means R..... **excl of VAT (check page 7 for tariffs);**
- 1.9 “the Security Deposit” means the amount of R **inclusive of VAT (check page 7 for tariffs)** payable by the Exhibitor in terms of clause 3.2 below;
- 1.10 “the Event” means the event or exhibition to be held, staged, organised or presented by the Exhibitor at the Venue during the Period, being

2. LETTING AND HIRING

- 2.1 **Mdantsane City** hereby lets to the Exhibitor who hires the Venue on the terms and conditions set out herein.
- 2.2 The Venue shall be used by the Exhibitor for the holding of the Event and for no other purpose whatsoever without the prior written consent of **Mdantsane City**.
- 2.3 The Venue is let and hired voetstoots and **Mdantsane City** gives no warranty as to the Venue for the Exhibitor’s purpose.
- 2.4 **In Addition, Mdantsane City** 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.

3. PAYMENT

- 3.1 Upon signature hereof, the Exhibitor shall pay 50% of the Charges to **Mdantsane City**, as a non-refundable deposit in order to confirm the booking of the Venue for the period.
- 3.2 The balance of the Charges, together with the Security Deposit, shall be paid by the Exhibitor to **Mdantsane City** not less than 7 days prior to the Commencement Date, failing which **Mdantsane City** shall be entitled, without prejudice to its other rights in law, to cancel this Agreement and to retain the amount paid by the Exhibitor in terms of clause 3.1 above. **Mdantsane City** shall not be obliged to offer the Exhibitor access to the Venue until such time as all amounts payable in terms of clause 3.1 and 3.2 have been received by **Mdantsane City**.
- 3.3 All payments in terms hereof shall be made by means of a bank guaranteed cheque, bank deposit or electronic transfer into **Mdantsane City** banking account.
- 3.4 Once this agreement has been signed by both parties, the Exhibitor shall not be entitled cancel same for any reason and all Charges due in terms hereof shall be payable to **Mdantsane City** irrespective of whether the Event proceeds or not.

Mdantsane City shall be entitled to apply the Security Deposit to make good any of the obligations of the Exhibitor in terms of this Agreement. The Exhibitor shall not be entitled to offset any amounts owing hereunder against the Security Deposit. The Security Deposit shall be paid back to the Exhibitor no later than (30) days after the expiry of the Period, subject to the proper performance of the exhibitor’s obligations. No interest will be repayable on the Security Deposit.

4. PRE-APPROVAL OF THE EVENT BY THE LANDLORD

- 4.1 Not less than 14 days prior to the Commencement Date, the Exhibitor shall submit for the approval by **Mdanstane City**, a detailed layout and written presentation with respect to the planned event, together with a marketing plan with respect thereto (which shall hereinafter be referred to as “ the event presentation”). Should **Mdantsane City** not be satisfied with any aspect of the Event Presentation, it shall be entitled to require the Exhibitor to make reasonable changes thereto prior to approving same.
- 4.2 Once approved by **Mdantsane City**, the Event Presentation shall be deemed to be part of this Agreement. Should the Exhibitor not comply with any aspect of the Event Presentation, **Mdantsane City** shall be entitled forthwith to cancel this Agreement and to retain all amounts payable in terms hereof.
- 4.3 Should security or cleaning services for the Event be required by **Mdantsane City** or the Exhibitor, the Exhibitor shall, at its own expense, make use of the services of the security and / or cleaning contractors engaged by **Mdantsane City**. All costs in this regard shall be paid by the Exhibitor at least 7 days prior to the Commencement Date.
- 4.4 Should the Exhibitor require electrical power for the Event, **Mdantsane City** shall provide same provided that the Exhibitor shall be liable for all costs incurred by **Mdantsane City** in so doing, as well as a reasonable service charge.

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 Centre Management;
- 5.2 shall ensure that the Event is staged, organized or presented in a professional manner and staffed during all the business hours of the Shopping Centre (as determined by the Landlord by adequately trained and appropriately attired personnel;
- 5.3 supply all its own equipment and paraphernalia for the Event, ensuring that same meets the design, construction and aesthetic standard of the Shopping Centre;
- 5.4 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 the Commencement Time;
- 5.5 keep the Venue in a clean, neat and tidy condition at all times during the Period;
- 5.6 comply with the Rules and Regulations, Annexure B hereto;
- 5.7 ensure that volume and/or sound levels are maintained within reasonable limits as indicated by the Landlord, it being understood that the interests of the tenants in the Shopping Centre, the public and residents in the surrounding neighbourhood are at all times paramount. In the regard, the Exhibitor shall, if required by the Landlord, be obliged (at the Exhibitor's expense) to utilize the services of a Sound Technician/Engineer, appointed by LC;
- 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 display, at the Venue, signage clearly identifying the Exhibitor and in conformity with the Landlord's signage criteria (client to ensure that this signage criteria is clearly defined);
- 5.10 dismantle and remove all its equipment and paraphernalia, storage and packaging material by no later than the commencement of business on the day immediately following the Termination Date, failing which the Landlord shall have the right to remove same and to recover the costs incurred in so doing from the Exhibitor;
- 5.11 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;
- 5.12 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.

6. POSTPONEMENT OF THE EVENT

Should the Landlord for any reason whatsoever not be able to grant the Exhibitor access to the venue during the Period, the Landlord shall have the right in its discretion to postpone the Event and to defer the Commencement Date to a later date upon which the Venue will be available; provided that the length of the Period will remain unaltered and the termination Date shall similarly be extended. In such event, the Exhibitor shall have the election either

- 6.1 to accept such later date for the holding of the Event, in which clauses 1.4 and 1.5 above shall be deemed to have been amended accordingly; or
- 6.2 to release from the Agreement and to reclaim from the Landlord all monies paid by the Exhibitor in terms of this Agreement.

In either of the above, the Exhibitor shall have no claim against the Landlord for compensation for any loss suffered as a result of the postponed or cancellation of the Event.

7 PARKING

Patrons attending the Event shall be obliged to pay the normal parking tariff (if any) of the Shopping Centre. Parking (if any) required by the Exhibitor for its employees, suppliers, contractors and/or special invitees is to be agreed upon separately from this Agreement. The Landlord does not undertake that there will be sufficient parking for the Exhibitor's patrons, visitors, employees, invitees or the like.

8 LIMITATION OF LIABILITY

- 8.1 The Exhibitor holds the Event at the Venue entirely at its own risk.
- 8.2 The Exhibitor shall be solely responsible for the security and/or parking insuring its goods while they are being exhibited in the Shopping Centre.
- 8.3 Neither **Mdantsane City nor The Billion Group** nor 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 Mdantsane City, The Billion Group or their respective employees or agents, and the Exhibitor indemnifies Mdantsane City, The Billion Group against any claims howsoever arising. Specifically and without limiting the foregoing, no omission or commission by Mdantsane City and in particular the provision of any security services to the Shopping Centre, shall be construed in any manner whatsoever as an acceptance by Mdantsane City of any responsibility or liability towards the Exhibitor or any other person.

9 BREACH AND RELATED MATTERS

- 9.1 Should the Exhibitor fail to pay any amount due by it in terms of this Agreement on due date; or commit or allow the commission of any other of 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; then and in any such event Mdantsane City shall have the right forthwith to cancel the agreement 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.
- 9.2 Mdantsane City and The Billion Group shall be entitled to recover all legal costs incurred by it, including Attorney and Own Client charges, tracing fees and such collection commission as Mdantsane City and the The Billion Group is obliged to pay its attorneys, from the Exhibitor.
- 9.3 Without prejudice to any of the other rights of Mdantsane City and The Billion Group , from due date of payment the Exhibitor shall pay interest at the rate of 2% per month or part thereof during the period while payment is outstanding on all amounts due by the Exhibitor to Vukile in terms of or arising out of this contract, including any monies disbursed by Vukile on behalf of the Exhibitor.
- 9.4 At the option of Mdantsane City and The Billion Group any action or application arising out of this agreement or any surety ship furnished for the obligation of the Exhibitor, may be brought in the Magistrate court having jurisdiction in respect of the Exhibitor or the surety.
- 9.5 The Parties choose their respective addresses as set out on the first page of this Agreement as per their respective domicilia citandi et executandi for all purposes under purposes under this Agreement.

10. SURETYSHIP

- 10.1 Where the Exhibitor is a corporate entity or a trust, the natural person who signs this Agreement on behalf of the Exhibitor shall be jointly and severally bound to Sanlam with the Exhibitor as surety and co-principal debtor in respect of the fulfilment of all the obligations of the Exhibitor arising out of this Agreement. By signature in the space provided hereunder the person signing this agreement accepts that he/she is acquainted with and bound by the provisions of the clause. Should this agreement make provision for more than one signatory, the surety ship created hereby shall be valid if only signed by one of the signatories.
- 10.2 The Surety agreed that this suretyship is in addition and without prejudice to any other suretyship and/or securities now held or hereafter to be held by Mdantsane and The

Billion Group and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account or liability and notwithstanding death or legal disability, until it is properly terminated.

10.3 The Surety hereby renounces all benefits arising from the legal exceptions (*non numeratae pecuniae, non cause debiti, errore calculi and beneficia excussionis divisionis*), with the force and effect with which the Surety hereby declares himself or itself to be fully acquainted.

11. GENERAL

11.1 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.

11.2 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.

11.3 The parties acknowledge that no representations or have been made or warranties given by either party, their legal agents and/or employees, save for what is contained in this Agreement.

11.4 The Exhibitor shall not, without the prior written consent of **Mdantsane and The Billion Group**, transfer any of its rights or obligations under this Agreement to any third party.

Signed at _____ on this _____ day of _____ 2010__

For: Mdantsane City

Signed at _____ on this _____ day of _____

ANNEXURE B

Payment and Costs

A 50% deposit is required upon the signing of the contract. Please ensure that the balance of the amount owing has been paid to 7 days prior to the commencement of your event. Further, that proof of payment is faxed through to Centre Management.

Banking Details :

Name of Account: Mdantsane City

Bank: First National Bank

Branch Name: Rosebank

Acc No: 62109968498

Branch Code: 253305

Ref No: MCEXBT + invoice no.

PLEASE SELECT ONE OPTION BY SIGNING ON IT (ALL EXCL VAT)

- 1 **FOOD COURT:**A 250sqm space fee is **R10000** per week.
SIGN:_____
- 2 **WOOLWORTHS COURT :**A 90sqm space fee is **R5000** per week.
SIGN:_____
- 3 **SHOPRITE COURT:**A 12sqm space fee is **R3500** per week.
SIGN:_____
- 4 **BANKING COURT:**A 200sqm space fee is **R7000** per week.
SIGN:_____
- 5 **PICK 'N PAY COURT:** A 12sqm space fee is **R3500** per week.
SIGN:_____
- 6 **PARKING (OUTSIDE) COURT:** A space fee is **R500** per two parking bays per day.
SIGN:_____

Set up Times

To prevent congestion and interruptions whilst you set up; please ensure that your set-up is done during the following times:

- After 7pm the day prior to exhibition.
- Before 8am on the date of commencement of your exhibition.
- **NB Height restriction at (centre name) is 1.5m for all courts excluding the (centre court). Please ensure that your technical frames are within this regulation.**

Please ensure that all promotional and other technical items are set up within the demarcated carpet area. This is in line with our fire and security regulations.

Packing up

The exhibition court must be packed up and vacated no later than 8pm on the last day of your exhibition as we have exhibitors coming in for the next day. **NO EXCEPTIONS.**

Duration of the exhibition

The exhibition must be manned at all times during the course of the exhibition whose time is the same as the Shopping Centre's trading hours:

- Monday – Thurs 09h00 – 18h00
- Friday 09h00 - 19h00
- Sat 09h00 – 18h00
- Sunday 09h00 – 14h00
-

Exhibitors are not allowed to roam the Shopping Centre, distributing leaflets, brochures or fliers. Carpets found on site belong to the Shopping Centre and must not be removed at the end of the exhibition.

Sales

Sales are not allowed from the exhibition court. Management reserves the right to prohibit any sales from the exhibition court should they be in direct conflict with any of our tenants business interests.

Technical and electrical requirements

Electrical set-up

The Shopping Centre provides electricians during trading hours only. Electricians are not provided to your exhibition during your set up. Technical concerns occurring after trading hours will be addressed the following day subject to the electrician's time schedule.

Plug-points at each court are checked before an exhibitor occupied the space and after they leave. To prevent technical problems please ensure that you adhere to the electrical specifications that you have provided us with in your contact.

We thank you for your consideration and trust that we will have a fruitful working relationship with you.

Penalty

In keeping with our world class standard of exhibitions at Mdantsane City please note that failure to comply fully with the guidelines set out above will result in a fine for the exhibitor.

8 DISCLAIMER

PLEASE NOTE THAT THE LANDLORD AND IS NOT RESPONSIBLE FOR THE SUCCESS OR SALES OF YOUR EXHIBITION. NEITHER THE LANDLORD WILL BE HELD LIABLE FOR THE CHOICE OF COURT BOOKED AS THIS IS ENTIRELY AT THE DISCRETION OF THE EXHIBITION.