

**Application Form** **& Space Contract**

**May 01 - 04, 2018 l KINTEX l KOREA**

**■ Expected Layout**

|  |  |
| --- | --- |
| **Exhibit Category** |  |

\*SEOUL FOOD&HOTEL / SEOUL FOODTECH / SEOUL FOODPACK / SEOUL HORECATECH

|  |  |
| --- | --- |
| Company: |  |
| Address: |  |
| Country: |  |
| Contact Person: |  |
| Job Title: |  |
| Telephone / Fax: |  |
| E-mail: |  |
| Website: |  |
| Products/Services: |  |



\*Information provided above will appear in official SEOUL FOOD publications. Please make sure to fill out all fields with exact company information.

**SPACE APPLICATION**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Stand Type | Size |  | Unit Cost | Amount (USD) |
| Space Only(min. 18 m²) | D:\SeoulFood2016_박윤아\SEOUL FOOD 2017-국제관\디자인\2017 식품전 국제관 부스가격.jpg | (m x m) | @ | $370 / m² |  |
| Walk On Stand(min. 9 m²) | D:\SeoulFood2016_박윤아\SEOUL FOOD 2017-국제관\디자인\2017 식품전 국제관 부스가격.jpg | (m x m) | @ | $440 / m² |  |
| Premium Stand(min. 18m²) | D:\SeoulFood2016_박윤아\SEOUL FOOD 2017-국제관\디자인\2017 식품전 국제관 부스가격.jpg | (m x m) | @ | $470 / m² |  |
| \* Premium Stand is only available for SEOUL FOOD & HOTEL Pavilion. |

|  |  |
| --- | --- |
| **Total Amount (USD)** |  |

|  |  |
| --- | --- |
| **Signature :**  |  |

**PAYMENT SCHEDULE**

|  |  |
| --- | --- |
| • 50% deposit due after early-bird registration Period. | • Complete payment due by February 28, 2018. |
|  |  |
| **Bank Transfer in US$ only:** | **KOTRA (Korea Trade-Investment Promotion Agency)** |
| Beneficiary: Korea Trade-Investment Promotion AgencyAccount No: 436-JSD-100024-3Bank: Korea Exchange Bank, Yangjaenam BranchSwift Code: KOEXKRSE | Address: 13, Heolleungno, Seocho-gu, Seoul, 137-749, KoreaTel: +82-2-3460-7266Fax: +82-2-3460-7918Email: 909304@kotra.or.kr |
| ※ Exhibition title and invoice number must be stated upon bank transfer. | ※Address all inquiries to the above address. |

To secure space assignment, a deposit equaling at least 50% of the total cost of exhibit space or stand must accompany this application. The balance must be paid by February 28, 2018. Applications received on or after February 28, 2018 must be accompanied by full payment. Contracted exhibit space is subject to cancellation by the organizer unless full payment is received by deadlines listed above. To avoid cancellation, please meet the payment deadline.

**TERMS AND CONDITIONS**

**1. Application for Space**

Application for space in the Exhibition shall be made on the form overleaf and shall be duly signed by the Exhibitor or a person authorized by him. When the Application for space is signed on behalf of an Exhibitor it should so state and should state the name of the Exhibitor. Following receipt of the Application together with initial payment the Organizer shall issue an acceptance of such Application which shall bind the Exhibitor to exhibit at the Exhibition and to observe the Rules and Regulations of the Exhibition (as amended from time to time). The Organizer reserves the right to refuse to accept any Application at its absolute discretion without giving reasons therefore.

**2. Payment**

(a) The payment schedule for space rental and Organizer’s stand packages is as follows:

100% with return of Application/Contract

(b) All sums payable under this Contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax/or levy) as is legally payable on those sums. The total cost represents only the payment for the site, with or without Organizer’s stand fitting as appropriate, details of which are set out overleaf and all other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto.

**Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.**

Interest at the rate of 2% per month will be charged on any amount outstanding for a period exceeding 14 days after the due date for payment until payment is made.

**3. Cancellation of Exhibition Space**

In the event of the Organizer agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the contract overleaf on the following scale:

**Cancellation 271 days or more before the show 15% of cost**

**Cancellation between 270 and 181days before the show 40% of cost**

**Cancellation between 180 and 121days before the show 60% of cost**

**Cancellation between 120 and 61days before the show 80% of cost**

**Cancellation 60 days or less before the show FULL COST**

This scale of charges will apply only from the date the Organizer receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Organizer.

**These terms cannot be varied under any circumstances.**

**4. Failure to Exhibit**

(a) Any organization which, having signed a Contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor’s own choosing and has not been released from the Contract by the Organizer shall be liable for the full amount stated in the Contract plus any additional costs incurred by the Organizer as a result of such failure to exhibit.

(b) The Organizer will not be liable in any way in the event that Bodies of Authority such as immigration and customs prevent the attendance of personnel or exhibits at the Exhibition.

**5. Limitation of Liability and Indemnity**

(a) To the extent permissible under the law, the Organizer, its officers, directors, employees, servants or agents shall not be liable for:-

(i) The safety of the Exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;

(ii) Any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by the Exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or

(iii) Any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) The Organizer shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entry, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlords or other third parties.

(c) While the Organizer may provide information on the relevant legal requirements applicable to the Exhibitor (including the licenses and permits which the Exhibitor has to obtain), the Organizer shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The Organizer shall not be responsible for the acts or omission of any contractor appointed by the Organizer to provide any products or services to the Exhibitor

(e) In the event that the Organizer is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of the Organizer for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to the Organizer for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.

(f) The Exhibitor shall indemnify and hold the Organizer harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by the Organizer due to any act, omission, neglect or default of the Exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this Contract and is in addition to any other remedy which the Organizer is entitled to under the law.

**6. Sub-Letting**

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of its site, whether for financial consideration or otherwise. The Exhibitor must, if it is an agent, distributor or licensee, state at the time of contract or through the Publicity and Technical Services Manuals’ forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom it becomes agent, distributor or licensee after the time of contract, with the prior written permission of the Organizer.

**7. Exhibitor’s Insurance**

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Organizer harmless in respect of the Exhibitor’s liability to the Organizer. If the Organizer so demands the Exhibitor shall provide proof to the Organizer that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or contractors are insured against claims for workman’s compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until it has vacated the exhibition grounds and all its exhibits and property have been removed.

**8. Group Stands**

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the Exhibition.

**9. Force Majeure**

The Organizer shall not be liable to the Exhibitor by reason of any cancellation or part-time opening of the exhibition, either as a whole or in part, for any non-performance of its obligations under this Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within its control.

**10. Unforeseen Occurrences**

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organizer shall be final.

**11. Copyright**

The Exhibitor gives permission to the Organizer to publish before, during and after the Exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

**1) Original material,**

**2) Paid for by the Exhibitor or,**

**3) Already in the public domain such that the Organizer cannot be sued for copyright violation.**

**12. Counterfeits and Copyright Infringements**

Copyright infringement will be vigorously policed at the Exhibition. Copies or counterfeit goods are not permitted at the Exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future exhibitions.

**13. Government Ruling**

The Exhibitor shall have no claim against the Organizer should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

**14. Governing Law and Jurisdiction**

These Terms and Conditions and the Contract between the Organizer and the

Exhibitor shall be governed by the laws of Korea, and the parties submit to the nonexclusive jurisdiction of the courts of Korea.

**AUTHORIZATION**

Exhibitor (\*sign below):

We hereby apply for exhibition space at SEOUL FOOD 2018 and agree to abide by the terms and conditions printed on the reverse side of this form.

Date : Authorized Signature:

**FORMS SUBMITTED WITHOUT AUTHORIZED SIGNATURE AND/OR PAYMENT WILL NOT BE ACCEPTED.**

 Organizer (\*leave blank):

This contract has been signed and confirmed on behalf of KOTRA by
Gwang Gyu Park / Manager of Strategic Exhibition Team

Date : Signature :

**SUBMISSION DEADLINES**

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| --- | --- |
| **Registration & Payment Deadline** | **February 28, 2018** |
| **Directory Information** | **March 31, 2018** |
| **Company name/text for Fascia Board** **\*Only applies to Walk On Stand and Premium Stand** |
| **Exhibitor Badges** |
| **Invitation cards (\*Optional)** |
| **Utility Service Application Deadline** | **March 31, 2018** |
| **Biz-Matching Application Deadline** | **April 01, 2018** |

\*For more details, please refer to the SEOUL FOOD Exhibitors’ Manual.

Strategic Exhibition Team

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