

# Open Yard

Application

Ellös, Orust, 24th-26th of August 2018

Equipment ashore, with direct sales

Price show stand	Terms of Payment
12 412 SEK, first tent, appx. 9 m <sup>2</sup> 5 798 SEK for extra tent, appx. 9 m <sup>2</sup> 11 596 SEK for in-door show stand, appx. 8 m <sup>2</sup> 4 983 SEK for extra in-door show stand, appx. 8 m <sup>2</sup> 2 500 SEK for co-exhibitor Parking and power supply is included, as well as an exhibitor's dinner on Friday, subject to separate application and availability	50 % against invoice within 14 days from application. Remaining before 1 <sup>st</sup> July 2018.  All prices are excluding VAT.
Stand info	
We like to book the following:	Please list the brands you represent, the more the better, no extra cost for listing
<input type="checkbox"/> First tent module, appx. 3x3 m or 9 m <sup>2</sup> <input type="checkbox"/> Extra tent module, appx. 3x3 m or 9 m <sup>2</sup> <input type="checkbox"/> Third tent module, appx. 3x3 m or 9 m <sup>2</sup> <input type="checkbox"/> In-door show stand, appx. 4x2 m or 8 m <sup>2</sup> <input type="checkbox"/> Extra in-door, appx. 4x2 m or 8 m <sup>2</sup> <input type="checkbox"/> Third in-door, appx. 4x2 m or 8 m <sup>2</sup> Total space appx.           m <sup>2</sup> <input type="checkbox"/> Co-exhibitor Maximum three modules per exhibitor. Floor, power supply and walls included in the tents. In-door power supply is included.	

Exhibitor's info	
Company name	Contact person
VAT number	Contact person's e-mail
Marketing name (if different to Company name)*	Contact person's phone
www-address*	Company e-mail
Address	Company phone
Zip code/city	Country

\* This info will be displayed in the exhibitors list

**Last day for application is June 1<sup>st</sup> 2018. All information from the show organization will be sent by e-mail.**

When signing this application you are agree to follow our terms and conditions for participation at fairs, see backside. Please save a copy of this application.

Authorized signature and Name in block letters	Date
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Please send the application (two pages) to [mellie.rassy@hallberg-rassy.se](mailto:mellie.rassy@hallberg-rassy.se) Or by postal mail to Öppet Vary, Hallberg-Rassy Varvs AB, Hallberg-Rassyvägen 1, SE-474 31 Ellös, Sweden

## Terms and conditions

### Overview

This agreement regulates the general terms for renting a display area, with any and all provided auxiliary facilities, at boat fairs arranged by Hallberg-Rassy Varvs AB, named Hallberg-Rassy hereafter. Please note that each heading in this agreement is intended as an aid in finding the relevant information only, and so is not meant to be the definitive interpretation of its related paragraph.

### Parties

The two parties involved in this agreement are the Exhibitor (which is the company stated on the previous page) and Hallberg-Rassy. The agreement is valid together with a reservation confirmation from Hallberg-Rassy. The written original is kept by Hallberg-Rassy and a copy is sent to the Exhibitor.

### Reservation

Reservation of a designated display area is made on a form provided by Hallberg-Rassy. Hallberg-Rassy shall accept registration forms sent by regular mail, e-mail or fax. Only the exhibiting company will be listed in the exhibitors list.

### Reservation confirmation

A reservation shall be confirmed by Hallberg-Rassy within a reasonably short amount of time. The reservation confirmation confirms that Hallberg-Rassy has received an application from the Exhibitor for a designated display area at a Hallberg-Rassy fair. It is the responsibility of the Exhibitor to inform Hallberg-Rassy of any inaccuracies or misunderstandings in the reservation confirmation within ten days of receiving it. It is the exclusive right of Hallberg-Rassy to decide the actual display area provided at the fair, depending on the space limits on the premises and other relevant circumstances.

### Terms of payment

A display area must be paid for in advance on an invoice from Hallberg-Rassy. This is a binding agreement which can only be cancelled as per the terms in the Cancellation paragraph below.

### Cancellation

The Exhibitor has the right to cancel the reservation free of charge within 14 days from application. Hallberg-Rassy will in such case refund any paid reservation fee within 30 days from the cancellation. After more than 14 days after application, this agreement is binding. This means that Hallberg-Rassy will not refund any fees after that date.

### The rights of the Exhibitor

Unless agreed otherwise, the Exhibitor shall have access to the reserved display area from Wednesday at 12 pm (for floating displays) or Thursday at 9 am (for ground displays) in the same week as the official opening of the Open Yard fair. The Exhibitor has the right to use the designated display area for exhibiting, selling and marketing products and services and may freely express any commercial messages related to their products. The Exhibitor has the right to affix flags and banners onto tents, their own boats or moorings if it is done without tampering with the said tents and moorings. The Exhibitor has the right to park cars and trailers free of charge at a parking space provided by Hallberg-Rassy. Should the Exhibitor wish to park campers, caravans, or house-barges, they may only do so after giving prior notice and subject to available space.

### The rights of Hallberg-Rassy

Hallberg-Rassy has the sole right to plan the exhibition layout and allocate exhibitors to specified areas accordingly. Thus, the reservation confirmation from Hallberg-Rassy has no influence on the final layout of the actual fair. It only confirms that the Exhibitor desires to take part in the fair, not that the preferred display area will actually be provided. Hallberg-Rassy has the right to readjust the entire layout of the fair both before and during the fair as the case may be.

Hallberg-Rassy has the right to question, pose special terms for, and deny the participation of any Exhibitor, as well as the Exhibitor's full range of products, services and commercial messages.

Should The Exhibitor violate the agreed upon size restrictions for the display area, or any other terms in the present agreement, Hallberg-Rassy has the right to ask the Exhibitor to remove any products, services and/or messages from the non-legitimate area. The Exhibitor must be given a reasonable chance to remove said products, services and/or messages; if the Exhibitor does not remove them, Hallberg-Rassy may impose a charge of 5,000 SEK per square meter used outside of the Exhibitor's designated display area.

Hallberg-Rassy has the sole right to reject an exhibitor who fails to meet the terms in the present agreement. Hallberg-Rassy shall refund no charges, costs or damages of any kind on the part of the Exhibitor following from these terms.

### Responsibilities of the Exhibitor

Unless agreed otherwise, the Exhibitor must arrive and make the designated display area completely ready for public view no later than one hour before the official opening of the fair. Hallberg-Rassy has the right, after that time limit, to revoke the Exhibitor's reservation and proceed to let the area to another exhibitor.

Hallberg-Rassy shall refund no charges, costs or damages of any kind, should the Exhibitor fail to meet these terms and the area be let to another exhibitor. The Exhibitor must keep all products, services and/or messages within the agreed upon space limits. The Exhibitor is responsible for keeping the display area in good order during the fair.

The Exhibitor is responsible for any and all products, services, clothes, equipment and third-party belongings brought to the fair by the Exhibitor. Hallberg-Rassy shall not be held responsible for damaged or stolen goods, if any, during the fair. Hallberg-Rassy recommends the Exhibitor to sign a separate insurance policy covering such matters. The Exhibitor may under no circumstances sublet the designated display area.

The Exhibitor must keep the display in good condition, and must improve upon it, should Hallberg-Rassy find it necessary. Boats must be properly moored, so as not to accidentally cause damage to quays, booms or any other boats.

The Exhibitor is responsible for keeping the display area in full working order during the fair's opening hours. It must be manned by personnel who shall make The Exhibitor's products, services, and/or messages available to visitors.

The Exhibitor is responsible for leaving the display area in the same condition as it was at the point of the Exhibitor's arrival at the fair.

The Exhibitor must not:

- a) use the facilities of the fair to spread messages that may be considered racist, offensive or otherwise in conflict with applicable Swedish laws.
- b) display, sell, or market goods and services not in agreement with international trade laws and regulations as stipulated by the International Chamber of Commerce (ICC).
- c) use the display area indiscriminately, such as to violate the normal working procedure of other exhibitors, e.g. as in the case of making exceptionally loud noise.
- d) use any other space than the designated display area for posters, banners or signs of any kind without Hallberg-Rassy's permission.

### The Responsibilities of Hallberg-Rassy

Hallberg-Rassy shall make available to The Exhibitor a suitable display area as per the present agreement. Should Hallberg-Rassy, due to pressing circumstances, offer a different display area than the one agreed upon, The Exhibitor is obliged to accept such changes.

Should Hallberg-Rassy be unable to offer a display area, the reservation fee will be refunded to the Exhibitor.

Hallberg-Rassy shall not make any further reimbursements or meet claims for damages exceeding the cost of the reservation fee.

Hallberg-Rassy shall advertise the fair appropriately for the benefit of the Exhibitor. At the fair, the Exhibitor shall be provided with ample opportunities to sell and/or market products, services and commercial messages.

### Limited liability

Hallberg-Rassy is responsible neither for any damage to the Exhibitor's property, nor to third-party property brought to the fair by the Exhibitor, nor to the Exhibitor's personnel, even if such damage is the result of neglect on the part of Hallberg-Rassy or of other personnel for which Hallberg-Rassy is responsible.

Hallberg-Rassy's liability to the Exhibitor is limited to the terms in the present agreement, unless it can be proved that gross negligence or malicious intent is at hand.

Hallberg-Rassy is not responsible for indirect damage to the Exhibitor.

The indemnity liability of Hallberg-Rassy shall under no circumstances exceed five base amounts (one base amount is currently (2012) equal to 44,000 SEK.)

For matters within Hallberg-Rassy's direct control, liability is strictly limited to a refund of the reservation fee and/or other associated fees paid directly to Hallberg-Rassy.

Hallberg-Rassy is not responsible for any printing or typing errors in any and all catalogues, pamphlets or web sites directly associated with the fair. Hallberg-Rassy shall not be made responsible for any damage or injunctions caused by not following the terms in the present agreement, unless prior approval has been given by Hallberg-Rassy.

### Force Majeure

Reservation fees shall not be refunded in the cases of: war, riots or acts of terrorism, action or negligence of an authority, new or changed public law, strike, blockade, fire, flood, storm or similar major natural disasters, that cause Hallberg-Rassy to cancel or postpone the fair. The Exhibitor keeps priority rights to a display area at the fair as soon as circumstances will allow. The Exhibitor is entitled to no other damages than the ones stated above.

### Miscellaneous

The Exhibitor agrees that its name and other readily available information may be distributed to third parties in public media, social media or on the Internet.

The Exhibitor agrees that Hallberg-Rassy may make audio and video recordings of everything at the fair, including the Exhibitor's products, messages, films, presentations, and company staff, without asking permission from The Exhibitor.

Hallberg-Rassy may use these recordings in subsequent public relation material. Should the need arise to ask permission from third parties in order to publish this material, Hallberg-Rassy is responsible for doing so.

### Verbal commitments

There are no verbal commitments. Changes or additions have to be confirmed in writing by Hallberg-Rassy to be valid. The same goes for sacrificing on above.

### Litigation

Any disagreements concerning the terms here presented shall be settled according to the Gothenburg Clauses, which are the guidelines for arbitration used by the Board of Trustees in the West-Swedish Chamber of Industry and Commerce.