



## APPLICATION CONTRACT TO EXHIBIT

COMPANY NAME: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_  
HEAD OF COMPANY: \_\_\_\_\_ OFFICIAL DESIGNATION: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
WORK PHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_  
COMPANY EMAIL: \_\_\_\_\_ URL: \_\_\_\_\_

TYPE OF BUSINESS OWNERSHIP: ☐ SINGLE PROPRIETOR ☐ CORPORATION  
☐ PARTNERSHIP ☐ COOPERATIVE ☐ OTHERS, pls. specify: \_\_\_\_\_

COMPANY SIZE (Please specify ASSET VALUES) For Philippine-based companies only:  
☐ Micro Up to Php 3M ☐ Small Php 3M - Php 15M ☐ Medium Php 15M- Php 100M ☐ Large Above Php 100M

For Foreign Exhibitors, please specify asset values: \_\_\_\_\_

NUMBER OF EMPLOYEES: \_\_\_\_\_ DIRECT + \_\_\_\_\_ INDIRECT (including subcontractors) = \_\_\_\_\_ (total)

CONTACT PERSON: \_\_\_\_\_ OFFICIAL DESIGNATION: \_\_\_\_\_

EMAIL: \_\_\_\_\_ MOBILE: \_\_\_\_\_ PHONE (DL): \_\_\_\_\_

EXHIBIT CATEGORY: ☐ ECO- INDUSTRIAL ☐ ECO- LIFESTYLE ☐ ECO- ADVOCATE  
(see Project Brief for Exhibit Profile)

SPECIFIC PRODUCTS/ SERVICES TO BE PROMOTED IN PINES: \_\_\_\_\_

SPACE/ BOOTH REQUIREMENT:

Space Requirement (minimum of 24 sqm): \_\_\_\_\_m x \_\_\_\_\_m

Standard Shell Scheme Booth Type (minimum of 6 sqm): Number of booths required: \_\_\_\_\_

Please indicate if the company registered above has any of the following characteristics:

ON INPUT/ OUTPUT

- ☐ Manufactures or uses materials or products made from rapidly renewing resources
- ☐ Designs or manufactures products or renders services that can improve or protect the environment
- ☐ Designs, produces or uses materials that are durable and long-lasting; thus, replacement or maintenance thereof is minimal
- ☐ Designs or manufactures parts and components that can be used as replacement parts and components of other equipment, machineries, devices, appliances, vehicles, etc.
- ☐ Designs or manufactures materials or products using the Ecological Waste Management Principle or Recycle-Reuse-Reduce Philosophy

ON PRODUCTION PROCESS

- ☐ Uses less energy and resources in the production of goods or rendering of services
- ☐ Implements proper waste and/or emission management program in the production of goods or rendering of services
- ☐ Has certification or official recognition from a reputable accreditation body, e.g., DENR-compliant certification (if applicable), Green Choice Philippines (GCP) logo, ISO 14001, etc. Please specify certification: \_\_\_\_\_
- ☐ Practices CSR Program for Sustainable Environment

DEADLINES: Deadline for submission of Application Contract is on **30 May 2010**. Deadline for payment of required fees is on **30 June 2010**.

CONFORME:

Authorized Signatory's Printed Name

Official Designation

Signature

Date

### NOTICE OF ACCEPTANCE

(TO BE FILLED UP BY CITEM)

We accept the participation of the company in PINES 2010, subject to its compliance to the rules and regulations of the show.

Booth Size (sqm):	Exhibit Category:	Total Participation Fee:
Booth Number:	Total Payment Made: Amount OR # Payment Date	Balance due CITEM:

For and in behalf of CITEM:

Thelma Dumpit-Murillo, Deputy Executive Director

Designation:  
Witness:

Project Director

### YOUR CONTACTS

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1. **EXHIBITING IN PINES.** Exhibiting in PINES is primarily intended to promote the products and services of the following sectors: green building products and services, transport supplies and services, technology, renewable energy and elements; wellness products and services, retirement communities, and health products and services; public and private sustainable environment advocates; and, allied Industries.
2. **PARTICIPATION.** All applications to exhibit are subject for review and evaluation by the PINES Exhibition Team. Exhibitors must submit the following together with the accomplished Application Form: (1) **Company Profile**; (2) **Company brochure or catalogue**; (3) **DTI or SEC Business Registration**; (4) **BIR Registration**; and (5) **BFAD Registration/ Certificate of Product Registration (If applicable)**. Foreign companies must submit requirement (1) and (2) mentioned herein plus sketch/map of company. To ensure accuracy of information, only the authorized company representative of the Exhibitor shall be allowed to accomplish the Application Contract.
3. **EXHIBIT FEES.** Fifty percent (50%) deposit is required from Exhibitors to guarantee a space in PINES and is payable to CITEM within ten (10) working days after submission of the signed application contract and necessary documents stated in paragraph 2. Said amount will be refunded if application is disapproved. If accepted, the deposit shall be deducted from the total package price, and the remaining balance to be paid upon the issuance of the official invoice. Once application is accepted, no other circumstances (force majeure or otherwise) shall exempt or exonerate the Exhibitor from the payment of the necessary fees.
4. **DISCOUNT SCHEME and other SPECIAL PACKAGES.** Please refer to Annex A of this Contract.
5. **FORMS OF PAYMENT.** No other forms of payment shall be accepted except for the following: Cash, Manager's Check or Company Check (for payment in peso) payable to CITEM through direct payment to CITEM Cashier or direct deposit to CITEM PNB account. Payment through international credit cards is also accepted at CITEM Cashier.
6. **FAILURE OF PAYMENT.** In the event the Exhibitor fails to pay any or all of the fees as scheduled, CITEM may, at its sole and exclusive discretion, perform any of the following as it may deem appropriate: (a.) cancel the application; (b.) reassign the allotted exhibit space to another exhibitor; and/or (c.) transfer Exhibitor to another area subject to availability of space. In all cases, Exhibitor remains liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule set herein. CITEM reserves the right to move in and set up an exhibit under this Agreement, replacing Exhibitor, if the latter failed to settle any payment due to CITEM two (2) months before the show date. In such cases, CITEM may refuse to permit the Exhibitor from participating in any CITEM organized show until all outstanding balance due are fully paid.
7. **BOOTH ASSIGNMENT.** CITEM will determine the booth assignments according to the order in which applications were received or the number of booths / exhibit spaces available. CITEM also reserves the right, in the interest of optimum traffic control and effective exhibit exposure, to change the booth / exhibit space plan and reassign booths / exhibit spaces in relation thereto. No exhibitor has a right to any particular booth / exhibit space size or location unless assignment was done and concurred in by CITEM.
8. **USE OF EXHIBIT SPACE.** Space assigned is solely for the display of the product lines/ services as represented by Exhibitor to CITEM. Any material change in the type or character of Exhibitor's product line to be displayed requires CITEM's prior written approval. CITEM reserves the right to determine whether or not any item displayed by exhibitors is suitable for exhibition in PINES and is authorized to remove from the stand any exhibit not conforming to the exhibit coverage.
9. **PROHIBITIONS.** Exhibitor shall not sell, transfer, assign or sublet to a third party their rights to the exhibit space or any portion thereof, unless CITEM gives prior written permission to do so. In the event of such restrictions or evictions, CITEM is not liable for any refund or other expenses. The cash or retail sale of exhibits or samples by exhibitors is strictly prohibited. Samples may, however, be distributed if they are free-of-charge. Sales agreements may be concluded during the fair; but the delivery of goods, provision of services and payment thereof may take place only after the Fair.
10. **CANCELLATIONS or DOWNGRADES BY EXHIBITOR.** Downgrade is defined as a reduction in the booth space originally contracted. An Exhibitor desiring to cancel/downgrade this Agreement may do so only by providing a written notice sent to CITEM, at least three (3) months before the show date; otherwise, Exhibitor will continue to be liable for 100% of the total exhibit fee. In case of failure to meet the three (3) months notice, said exhibit fees shall be considered as liquidated and agreed upon damages for the inconvenience CITEM may suffer as a result of the Exhibitor's cancellation or downgrade. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of space reserved from availability, at a time when other parties would be interested in applying for it, may cause CITEM to sustain damages. In this situation, CITEM's damages will be substantial but they will not be capable of determination with mathematical precision. The date of the cancellation or downgrade shall be the date CITEM receives the written notice sent by the Exhibitor. Exhibitor will pay all cancellation/downgrade fees due within 30 days of notification of cancellation/ downgrade.
11. **COMPLIANCE.** All Exhibitors accepted to exhibit in PINES are subject to the rules and regulations contained in this Application Contract's Terms and Conditions, Exhibitor's Manual, as well as Bulletins to be issued by the PINES Project Management Team. Exhibitor shall abide by and observe all national and local laws, ordinances, rules and regulations, and shall obtain all necessary permits or licenses at Exhibitor's cost. In the event Exhibitor violates any provision of this Agreement, any document presented to CITEM which shall have been determined to be false or misleading, or in the event that CITEM, in its sole discretion, deems exhibitor's actions or displays to be not suitable in keeping with the nature and character of PINES, CITEM shall have the right to cancel this Agreement or to take corrective actions which it deems to be in the best interest of the show. In the aforementioned cases, Exhibitor shall remain liable for payment of all fees due CITEM.
12. **INTELLECTUAL PROPERTY RIGHTS.** The Exhibitor warrants that its products and other materials used in PINES do not, in any way, violate or infringe, or is likely to violate or infringe, any third party's intellectual property rights including but not limited to trade marks, copyright, designs and patents, whether registered or otherwise. All complaints concerning infringement of intellectual property rights shall be filed with the Philippine Intellectual Property Office in accordance with its rules and regulations. CITEM shall have the sole and absolute discretion to deny participation of the Exhibitor to PINES if it has prima facie evidence of the Exhibitor's violation of any third party's intellectual property rights. The Exhibitor shall render CITEM, its agents, representatives or employees, free and harmless from any claim for damages filed by any third party concerning infringement of intellectual property rights. The Exhibitor further agrees to fully indemnify CITEM, its agents, representatives or employees against any and all liabilities, costs, expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of an action filed, related to infringement of intellectual property rights.
13. **EXHIBITOR ACTIVITIES.** All distribution of materials must be restricted within the exhibitor's booth. Product demonstrations must be located within Exhibitor's space and that any audience collected will be within said space and not blocking aisles of neighboring exhibitors. The use of sound system is permissible, provided that this is not audible more than three meters into the aisle or into neighboring exhibit spaces.
14. **LIABILITIES AND INSURANCE.** Neither CITEM nor the venue owner is responsible for any loss or theft of Exhibitor's merchandise or equipment during PINES. Exhibitor understands and agrees that the security service is merely a presence to inhibit theft. CITEM, its agents and official suppliers neither offer nor accept responsibility for Exhibitor's properties of any kind. Exhibitors who desire private or bailment services must hire them directly from CITEM's official security contractor, who will be solely responsible for goods so entrusted. Exhibitor's personnel licensed to carry firearms shall not be permitted to enter the exhibition venue with firearms. Exhibitor agrees that neither CITEM management or venue owner, nor any of their officers, agents, employees or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for any damage, loss, harm or injury to the property of the Exhibitor or of Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident, or any other cause. Exhibitor also agrees that CITEM management and the venue owners will not obtain any insurance against such damage, loss, harm or injury to any person or property of the Exhibitor, or any of the Exhibitor's officers, agents, employees or other representatives and that the procuring of insurance against these risks, shall be solely the responsibility of Exhibitor.
15. **ATTENDANCE.** CITEM makes no representations or warranties regarding the number of persons who will attend the show. CITEM reserves the right to change the name of the Show, the venue of the Show, the date of the Show and official Show suppliers.
16. **CANCELLATION OR TERMINATION OF SHOW.** In the event of war, fire, strike, governmental order, public catastrophe, acts of God or the public enemy or other causes beyond the control of CITEM, the show or any part thereof, is cancelled or the exhibit space assigned hereunder becomes unavailable, the pro-rated share of the total amount paid, less all costs and expenses incurred by CITEM shall be refunded to its Exhibitors. This refund, if any, shall be the sole remedy of the Exhibitor. Exhibitor shall not have any right to an accounting, review, or audit of the financial records of CITEM. Any exhibitor who cancels this Agreement prior to any cancellation of the show by CITEM shall not be entitled to any refund, pursuant to this paragraph.
17. **ENFORCEMENT AND AMENDMENT OF RULES.** CITEM reserves the right to interpret, amend and enforce these terms and conditions as it deems proper to assure the success of the show. All other matters not included herein shall be subject to the sole discretion of CITEM. If any terms or provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
18. **JURISDICTION.** This Agreement is entered into in the City of Pasay, Republic of the Philippines. The Exhibitor consents to the exclusive jurisdiction of the courts of the City of Pasay for the resolution of any and all disputes and claims arising out of and/or relating to this agreement.

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES ) S.S.  
CITY OF \_\_\_\_\_)

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ personally appeared the following with their Residence Certificates:

Name	Res. Cert. No.	Issued at	Issued on

known to me and to me known to be the same persons who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed of the entities they respectively represent.

I FURTHER CERTIFY that the foregoing instrument consisting of two (2) pages has been signed by the parties and their instrumental witnesses on the space provided for on page 1 and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date, year and place above written.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2010 \_\_\_\_\_

\_\_\_\_\_  
Notary Public