

Participation Contract for Official Participants to the International Horticultural Expo

Expo 2022 Floriade Almere, The Netherlands



Bureau
International
des Expositions

Participation Contract for Official Participants to the International Horticultural Expo 'Expo 2022 Floriade Almere, the Netherlands'

With a view to the official participation in the International Horticultural Expo 'Expo 2022 Floriade Almere, the Netherlands' (hereinafter '**Floriade Expo 2022**'),

the Government of XXX (name of State) (hereinafter referred to as the '**Official Participant**' or the '**Participant**'), represented by Mr/Mrs **XXXXX**, Commissioner General of Section,

on the one hand, and

Floriade Almere 2022 B.V., with principal place of business at Archerpad 8, 1324 ZZ Almere, the Netherlands, (hereinafter referred to as the '**Organiser**') legally represented by its Chief Executive Officer, Mr. P.J.W. Verdaasdonk,

have agreed as follows:

Article 1. Basis of the Contract and associated elements

- 1.1 The contractual parties acknowledge the regulations below for the Floriade Expo 2022, in so far as applicable, as an integral part of this Contract:
 - 1.1.1 The BIE Convention on International Exhibitions of 22 November 1928, as amended and supplemented by the protocols of 10 May 1948, 16 November 1966 and 30 November 1972, 24 June 1982 and 31 May 1988;
 - 1.1.2 The Regulations of the ASSOCIATION INTERNATIONALE DES PRODUCTEURS DE L'HORTICULTURE (hereinafter '**AIPH**') for the organisation of international horticultural exhibitions approved in Suncheon, October 2010;
 - 1.1.3 The General Regulations and the Special Regulations of the Floriade Expo 2022 as approved by the BUREAU INTERNATIONAL DES EXPOSITIONS (hereinafter '**BIE**');
- 1.2 The parties acknowledge the authority of the Commissioner General of the Exhibition as it is defined in the BIE Convention, the General Regulations and the Special Regulations approved by the BIE.

Article 2. Participation in Floriade Expo 2022

- 2.1 The Organiser places free of charge at the disposal of the Participant, which hereby accepts, the space designated in Annex 1 and made up as follows:
 - (1) Outdoor Exhibition space: **XXX** square meters, lot number: **XXX**, exhibition period from **XXX** to **XXX**.
 - (2) Indoor Exhibition space: **XXX** square meters, lot number **XXX**, exhibition period from **XXX** to **XXX**.
- 2.2 The Organiser shall make the space available for the Participant no later than:
 - (1) 01-06-2021 for the Outdoor Exhibition
 - (2) 01-01-2022 for the Indoor Exhibition.
- 2.3 The Participant shall return the exhibition space not later than:
 - (1) 21 December 2022, in case of an Outdoor Exhibition.
 - (2) 2 (two) weeks after closing Floriade Expo 2022, in case of an Indoor Exhibition.
 - (3) The date agreed between the Organiser and Participant, in case of a temporary Indoor Exhibition.

- 2.4 The Participant agrees to present an exhibition in line with the theme of the Exposition as described in the General Regulations and the Special Regulations of Floriade Expo 2022.
- 2.5 The Participant shall set up an exhibition as described in the Theme Statement approved by the Organiser and attached to this Contract as Annex 2.
- 2.6 After the closure of Floriade Expo 2022, the exhibition space must be returned to the Organiser in the same condition in which it was received.
- 2.7 In accordance with the General Regulations and the Special Regulations, the Participant shall be responsible for the set-up, construction, maintenance and management and dismantling of the allocated space.

Article 3. Obligations of the Organiser

- 3.1 The Organiser shall communicate to the Participant the laws and regulations applicable to it by virtue of its participation in the exhibition.
- 3.2 The Organiser shall provide the Participant with the services as specified in the Special Regulation No. 10 at the rates and on the terms determined in the Special Regulations.
- 3.3 The Commissioner General of the Floriade Expo 2022 and the Organiser shall ensure that there are no obstacles to the entry, exit and stay of the personnel of the Participant.
- 3.4 The Commissioner of the Floriade Expo 2022 and the Organiser will deal with the relevant governmental authorities so that they act in a manner consistent with the best possible success of the exhibition.

Article 4. Obligations of the Official Participant

- 4.1 The Official Participant undertakes to plan and realise its exhibition in accordance with the provisions of Article 1 herein, on the exhibition space assigned to it, to operate it during Floriade Expo 2022 and dismantle it as set out in this Contract.
- 4.2 The Official Participant undertakes to keep the Exhibition area open to visitors during the opening hours of Floriade Expo 2022 during the entire duration of the exhibition period as defined in Article 2.
- 4.3 The Official Participant shall ensure that all persons and parties attributed to its organisation recognize and observe the provisions of this Contract.
- 4.4 The Official Participant will provide the Organiser upon the latter's request, with all useful information, in particular concerning the number and the profession of the personnel which the Participant intends to bring in order to prepare and carry out its participation and the property and items which it intends to import for the purpose of its exhibit.
- 4.5 The Participant shall authorise the Organiser to install, maintain and repair facilities necessary for the smooth operation of Floriade Expo 2022 within the spaces allocated to the Participant at no cost to the Participant and without disturbing the Participant's exhibits unless under emergency conditions.
- 4.6 The Participant shall restore the exhibition area to its original condition as it was when handed to the Participant in accordance with Article 2 herein, unless otherwise agreed by the Organiser and the Participant.

Article 5. Commercial activities of the Official Participant

- 5.1 The Official Participant may establish in the covered space at its disposal a restaurant and/or sell souvenirs in accordance with the terms of the General Regulations (Article 32) and Special Regulation No. 9. The commercial activities of the Official Participant shall be described in Annex 3.

- 5.2 The Official Participant shall pay a royalty to the Organiser on a monthly basis based on the 'turnover' of its commercial activities. 'Turnover' means after the deduction of VAT and other taxes.
- 5.3 In accordance with Special Regulation No. 9, the Participant agrees to use a cash register system designated by the Organiser, to keep daily accounting records and access for the Organiser to the accounting records to make copies and to verify the turnover.
- 5.4 As soon as the Participant has received the area at his disposal, he may also establish, exclusively for the use of its personnel, a restaurant and refreshment service. The operating of such service shall not give rise to the payment of any royalty in favour of the Organiser, but the space which it occupies shall be included in the space allocated pursuant to Article 2 above.
- 5.5 Articles 5.2 and 5.3 are not applicable for the sales of exhibition items at the end of Floriade Expo 2022. The sales of exhibition items may be conducted in accordance with Article 32.12 of the General Regulations and Special Regulation No. 9 after the closing of the exhibition.

Article 6. Benefits granted to the Official Participant

- 6.1 Advantages granted to the Commissioner General of Section and other authorised persons are set out in Special Regulation No. 12.
- 6.2 Assistance concerning the accommodation of the personnel of the Participant are set out in Special Regulation No. 6.

Article 7. Intellectual property rights

- 7.1 The Organiser holds an exclusive licence to the word and/or pictorial mark Floriade®.
- 7.2 The Official Participant shall be entitled to use the logo of the Organiser and the terms and conditions as specified in Special Regulation No. 11 .

Article 8. Liability

- 8.1 The Commissioner General of Floriade Expo 2022, the Organiser, the Commissioners of Section and their exhibitors mutually waive any claim which they may be entitled to make against each other as a result of material damage caused by fire or other casualty. Such a claim would not be waived in the case of foul play.
- 8.2 This waiver takes effect automatically for each Commissioner of Section as from the date his Participation Contract enters into force. All contracts relating to insurance of buildings, furnishings, equipment and any other items belonging to the persons mentioned in the previous paragraph, whether they take out the framework policy or a separate insurance policy, must explicitly mention this waiver.

Article 9. Safety

- 9.1 The Official Participant shall take all safety measures required by the law and regulations of the Netherlands, which are obligatory for its participation in Floriade Expo 2022 and for its contribution.
- 9.2 Should third party rights be harmed by an injury in connection with the obligation of the Official Participant to take safety measures, the Official Participant shall indemnify the Organiser for any third-party claims, including any legal costs. In addition, the Official Participant must live up to its insurance obligations.

Article 10. Individual legal consequences in writing

- 10.1 Additional agreements with regard to this Contract do not apply. Any future changes and additions to this Contract are valid only after written confirmation by both parties.
- 10.2 Verbal agreements are valid only after written confirmation by both parties.

Article 11. Partial nullity

In the case that certain provisions of this Contract are wholly or partly invalid or unenforceable, the remaining provisions of this Contract shall remain unaffected. In such circumstances, the contractual parties shall replace the wholly or partly invalid or unenforceable provision by a valid or enforceable provision, which reflects the agreed and intended purpose of the wholly or partly invalid or unenforceable provision within the framework of the total Contract as closely as possible. This applies by analogy in the event of any shortfall or gaps in the Contract.

Article 12. Transfer of contract position

The Official Participant is not entitled to transfer any rights, options or obligations by virtue of this Contract to third parties without the explicit approval of the Organiser.

Article 13. Disputes

In case of a dispute between the Participant and the Organiser, the two parties agree as follows: if the dispute relates to the interpretation of the BIE Convention or to the rules issued by the BIE, the BIE shall settle such dispute; in any other case, the College of Commissioners General or of the Steering Committee of the said College shall solve such dispute.

Article 14. Duration and termination of the Agreement

- 14.1 The Participation Contract shall, subject to the required permission of the empowered bodies of the contractual parties, come into effect upon signature by all parties on the date of the final signature.
- 14.2 The Contract ends with full return of the assigned surface area, whereby the duration of the Contract runs until 21 December 2022.
- 14.3 Should either of the parties still have claims (including financial claims) after 21 December 2022 against the other party, this shall not release the other party from its duty to fulfil the obligations ensuing from that claim.
- 14.4 The contractual parties shall respect interests worthy of protection of any other parties, in particular with regard to their reputation, standing and also the interests and the prestige of Floriade Expo 2022. This obligation shall also continue after termination of this Contract.

In witness whereof, this contract is drawn up in duplicate and signed by the Commissioner General of Section and the representative of the Organiser, each party retaining one copy.

On behalf of the government of **XXX**,

Floriade Almere 2022 B.V.

XXX [name]
Commissioner General of Section

Mr. P.J.W. Verdaasdonk
Chief Executive Officer
Floriade Almere 2022 B.V.

Date: _____

Date: _____

The Commissioner General of Floriade Expo 2022, in respect of the principles of the Convention Relating to International Exhibitions of November 22nd, 1928, as supplemented and amended, the provisions of the General Regulations of the Exhibition, and of the laws and regulations in effect in The Netherlands, guarantees the fulfilment of the obligations and responsibilities of the Organiser under this Contract.

Commissioner General of Floriade Expo 2022

XXX [name]

Date: _____

Annex

- Annex 1 Plan of Space allocation to the Participant
- Annex 2 Theme Statement of the Participant
- Annex 3 Commercial Activities