

Entry for the 17th International Tattoo Convention - 15 June to 17 June 2012



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Info: Wankelstr. 5 · 48599 Gronau · Tel.: +49 25 62 / 99 2 99-0 · Fax: +49 25 62 / 99 2 99-29

3 Days • Hangar 3B • Saturday After-Show Party

Name of establishment/ Invoice address *

Person responsible

Street & house no

Postal code & town/city

Telephone / Facsimile

E-mail / Web address

I (We) should like to register for participation - in acc. with the Terms and Conditions (attached, version of 12 Nov 2010) - for:

<input type="checkbox"/>	Small stand 2m x 2m S
Small stand, 2m x 2m (1 workplace plus 1 accompanying person - incl. 2 exhibitors' passes and 1 parking pass, 1 table and 2 chairs), stand rental for the whole period € 380 net	

<input type="checkbox"/>	Medium-Sized 3m x 2m M
Medium-sized stand, 3m x 2m (2 workplaces plus 1 accompanying person - incl. 3 exhibitors' passes and 1 parking pass, 2 tables and 3 chairs), stand rental for the whole period € 550 net	

<input type="checkbox"/>	Large stand 5m x 2m L
Large stand, 5m x 2m (3 workplaces plus 2 accompanying person - incl. 5 exhibitors' passes and 2 parking passes, 4 table and 5 chairs), stand rental for the whole period € 900 net	

Special size on request Please give details	Dimen- sions: <input type="checkbox"/> x <input type="checkbox"/> m	Workplaces: <input type="checkbox"/>	Accompanying persons: <input type="checkbox"/>	Tables <input type="checkbox"/>	Chairs <input type="checkbox"/>
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We would use the stand to

Apply tattoos. Name of tattoo artist: _____

Style: _____

Offer products (state range of products): _____

I /We should like to have a stand next to _____

We have additional need of _____ chair(s) (EUR 3 per chair for the duration)

_____ table(s) (EUR 10 per table for the duration)

Our staff at the booth

Name 1

Name 2

Name 3

Name 4

Name 5

Please note the number of exhibitors' passes included; additional passes €50 each.

Place and date

Binding signature

Deadline for Registration: 01 March 2012

Organisers: Ghost Promotion GmbH, managing directors Leslav Thadeus Hause, Peter Maczolek, Martin Siedler, Limbecker Str. 6, 45127 Essen, HRB 13482
* If the contract comes into effect, the invoice (= confirmation of contract) will contain this address. Any subsequent changes, e.g. of the invoice address, will be charged.

Terms and Conditions for the Participation in the Dortmund Tattoo and Piercing Convention

- 1. Organiser**

Ghost Promotion GmbH, Limbecker Strasse 6, 45127 Essen is the organiser of the Convention, which is to be held from 15 to 17 June 2012 at the Dortmund „Westfalenhalle“ (hereinafter referred to as the „Organiser“).
- 2. Entry**

You can register for participation by sending the entry form, completed and signed, to the Organiser. The Organiser reserves the right to decide whether or not to accept this offer of contract.
- 3. Admission / Acceptance of Contract**
 - (1) The contract will come into effect if and when the Organiser sends the invoice. There is no legal claim to the conclusion of a contract.
 - (2) The Organiser can exclude individual exhibitors and suppliers from participation for sound, factual reasons, in particular if the space available is insufficient. The Organiser can, if necessary to achieve the object of the Convention, limit participation to certain groups of exhibitors, suppliers and visitors. Exclusion of competitors may neither be requested nor granted.
- 4. Publication of Names**

By signing the entry form, the exhibitor consents to the Organiser publishing and also storing the exhibitor's name and, if necessary, other data.
- 5. Changes / Force Majeure**

Any unforeseen events that render it impossible to hold the Convention as scheduled and that are beyond the Organiser's control, shall entitle the Organiser:

 - (1) To cancel the Convention before it is opened. If the Convention must be cancelled due to force majeure or by order of any government agency, the exhibitor shall nevertheless pay the full amount of the stand rental. In other cases, unavoidable costs will be proportionally allocated to exhibitors, but not excess of the amount of the agreed stand rental.
 - (2) To reschedule the Convention. If exhibitors prove that this would result in an overlap with another fair/convention which they have already booked and this is also confirmed by the Organiser, they can request to be released from the contract.
 - (3) To cut the duration of the Convention. In that case, exhibitors cannot request release from the contract. The stand rental shall not be reduced. The Organiser shall announce such grave decisions affecting the Convention as early as possible. In any such case, neither party shall be entitled to claim damages.
- 6. Cancellation, Rescheduling and Change in Duration**

The Organiser shall be entitled to cancel the Convention for good reason, to change the time and place or its duration, or – if the space available, police orders or other significant circumstances make it necessary, relocate the exhibitor's stand, change and/or reduce its dimensions. Any change in space or time, or any other change shall become part of this contract upon notification to the exhibitor.

 - (1) The Organiser shall be entitled to cancel the Convention if the expected minimum number of participants is not reached and holding the Convention without alteration is economically unreasonable. In any case, neither party shall be entitled to damages.
 - (2) If the Organiser is responsible for the failure to hold the Convention, the exhibitor shall not owe payment of any stand rental.
 - (3) If the Organiser is obliged to reduce the duration of an event that has already started, due to force majeure or other reasons beyond the Organiser's control, the Exhibitor shall not be entitled to full or partial refund of the stand rental.
- 7. Terms of Payment**

Together with the contract acceptance, the Organiser shall invoice the stand rental according to the information given in the entry form. The amount shall be due immediately. If the stand rental is not paid punctually, the Organiser shall be entitled to terminate the contract with immediate effect. In that case, the Organiser shall be released from its obligation to perform, but the exhibitor shall still pay the full amount of the stand rental. All prices quoted are net of the statutory Value Added Tax. The exhibitor shall pay the stand rental, even if he/she does not participate at the event.
- 8. Sub-exhibitors, Co-exhibitors, Transfer of Stand to any Third Party**

The exhibitor shall not sublet, exchange or otherwise dispose of part or all of the allocated stand without the written consent of the Organiser.
- 9. Termination**

The Organiser is entitled to extraordinary termination of contract if

 - (1) The exhibitor has supplied false information, or
 - (2) products that were not registered or not permitted are exhibited or are to be exhibited, or
 - (3) the exhibitor has not started to set up his stand by 12:00 h on 15 June 2012, or
 - (4) the stand rental has not been received in time, or
 - (5) the exhibitor has transferred his rights under the contract to any third party without the Organiser's written consent. In case of extraordinary termination, the Organiser shall be released from its obligations although the exhibitor shall be obliged to pay the stand rental.
- 10. GEMA (Performing rights society)**

The Organiser shall provide an entertainment programme and shall pay any GEMA fees that may arise. The exhibitors are not allowed to provide entertainment that is subject to GEMA fees at the Convention. This applies in particular to musical entertainment at the stands.
- 11. Sale of Food, Beverages and Tobacco**

The exhibitors are forbidden to supply food and/or drinks to visitors against payment or free of charge.
- 12. Setting Up**

The exhibitor shall complete the setting up of the stand within the time notified. Setting-up of the stand shall start no later than 12:00 hrs on 15 June 2012 and must be completed by 14:00 hrs on 15 June 2012. In case of failure to comply, the Organiser shall be free to dispose of the stand in any other way. In that case, the exhibitor shall be held liable for the stand rental and any other costs arising. The exhibitor shall have no claim to damages. All the materials used for the stand shall be flame resistant (in acc. with B1).
- 13. Operation of the Stand**

The exhibitor agrees to offer the registered goods/services at the stand for the whole duration of then Convention and to have the stand manned by competent staff. The Organiser shall be responsible for cleaning the grounds, the halls and corridors. The exhibitor shall be responsible for cleaning the stand, and stands shall be cleaned at least once every day at the end of the exhibition. The exhibitors are required to comply with the rules regarding waste disposal and waste separation. Any additional waste disposal cost shall be allocated in accordance with the costs-by-cause principle.
- 14. Dismantling**

Stands may not be cleared completely or partially before the end of the Convention at 21:00 hrs on 17 June 2012 unless this has been agreed with the Organiser. Any exhibitor who does not comply, shall pay a fine in the amount of half the stand rental. The exhibitor shall be liable for any damage to the floor, walls and any material rented or borrowed. The stand area shall be handed back in the condition in which it was taken over, no later than at the time fixed for completion of the dismantling/clearing. Any damage caused shall be fully rectified. Otherwise, the Organiser shall be entitled to have this work done at the exhibitor's expense. Any further claim to damages shall not be affected. Any stand that is not dismantled or object that is not removed after the time fixed shall be removed by the Organiser at the exhibitor's expense and stored by the Organiser without liability for loss or damage.
- 15. Loading and Unloading**

During the times fixed for that purpose, vehicles can drive into the hall from the access yard for loading and unloading (outside the opening hours of the exhibition) and/or vehicles can approach closer across the yard. The Organiser will take a pawn for vehicles entering the access yard, which will be returned when the vehicle leaves the yard. During the Convention no vehicles are allowed to park in the access yard. Access via the yard is only granted for the purpose of loading and unloading before the beginning and after the end of the Convention. Driving inside the hall shall be regulated by instructions given by the Organiser on site. The Road Traffic Regulations shall apply in all areas.
- 16. Use of the Stand**
 - (1) The Organiser is entitled to check whether the exhibitor uses the stand appropriately and in accordance with the contract with regard to the stand size and the goods/services offered.
 - (2) Should goods/services be offered that have not been approved or registered, the Organiser is entitled to have the stand cleared at the exhibitor's expense.
 - (3) The exhibitor shall be responsible for the compliance with all the laws, guidelines and regulations applicable to the goods/services he/she offers. If the Organiser becomes aware of a violation, it is entitled to have the stand cleared at the exhibitor's expense.
- 17. Exhibitors' passes**

After complete payment of the stand rental, the exhibitor shall be issued exhibitors' passes free of charge, which will provide access free of charge to the exhibition grounds, the exhibitors' area and the After-Show Party starting at 23:00 hrs on Saturday. The exhibitor will also be issued one or more parking permits that give him permission to park in the exhibitors' parking area. The number of exhibitors' passes and parking permits depends on the stand area (see application form). Additional exhibitors' passes can be requested from the Organiser or purchased on site at a net price of EUR 20 each. Such exhibitors' passes are only for the exhibitors known by name and their stand staff and are not transferable. Any passes that are misused will be withdrawn. No passes are required during setting up and dismantling times.
- 18. Security**

General surveillance of the grounds and halls will be provided by the Organiser, without liability for loss or damage suffered. Any closer supervision and surveillance of the stand will be the exhibitor's responsibility. That shall also apply during the setting-up or dismantling outside opening hours.
- 19. Technical Services**

The exhibitors will be sent, in good time before the start of the event, technical information, such as the setting up and dismantling times and opening hours of the event. The Organiser will provide tables and chairs in accordance with the size of the stand as well as partitions in accordance with the position of the stand. Each of the stands will have electricity supply.
- 20. Insurance Cover**

The exhibitor shall take out professional liability insurance for the event, which provides sufficient cover for bodily injury, property damage and financial loss.
- 21. Taking Photos, Drawing, Filming**
 - (1) Only persons/companies that have a written permission by the Organiser are allowed to photograph and film within the exhibition grounds on a commercial basis.
 - (2) The Organiser can take photos or make films for their own purposes.
 - (3) Should an exhibitor, his/her stand, the goods/services he/she offers, wholly or in part, be photographed or filmed in accordance with paragraph (1) or (2) above, he/she by way of precaution with this contract assigns all rights to such pictures. No further consent is needed for the use of pictures, sound recordings, films that are made during the event by authorised persons.
- 22. Liability**

The Organiser assumes no liability for damage to exhibition items and stand equipment or for consequential damage. If the event is cancelled or cut short due to force majeure, the Organiser will be released from its contractual obligations. The Organiser shall not be obliged to refund the exhibition fees so far collected. The Organiser does not warrant any kind of success of the event.
- 23. Limitation**

Any claims of the exhibitor against the Organiser shall become time-barred within six months, the period starting, if a claim has arisen, after the exhibition has ended at the time at which the exhibitor becomes aware of the circumstances causing the claim, or at which, without gross negligence, he could have become aware of them.
- 24. Place of Performance/Place of Jurisdiction**

The place of performance and of jurisdiction shall be Essen, the Organiser's place of business. The legal relationship between the Organiser and the exhibitor shall be governed by the laws of the Federal Republic of Germany.
- 25. Miscellaneous**

Any supplementary agreements shall not be binding unless in writing and confirmed in writing by the Organiser.