

**PARTICIPATION CONTRACT FOR  
INTERNATIONAL HORTICULTURAL  
EXHIBITION 2019, BEIJING, CHINA  
(A1)**

**Beijing International Horticultural Exhibition**

**Coordination Bureau**

# **PARTICIPATION CONTRACT FOR INTERNATIONAL HORTICULTURAL EXHIBITION 2019, BEIJING, CHINA**

(For Official Participants)

Between

\_\_\_\_\_ (hereinafter referred to as “Participant”) which has expressed its intention to participate in International Horticultural Exhibition 2019, Beijing, China (hereinafter referred to as “Beijing Expo 2019”, “Beijing Expo” or the “Expo”) in reply to the invitation of the Government of the People’s Republic of China, represented by Mr./Ms.\_\_\_\_\_, Commissioner General of Section,

on the one hand, and

\_\_\_\_\_(hereinafter referred to as “the Organizer”), represented by\_\_\_\_\_, \_\_\_\_\_,

on the other hand, it has been agreed as follows:

## **Chapter I General Provisions**

### **Article 1**

The object of the present Contract is to set out the terms on which \_\_\_\_\_ shall participate in International Horticultural Exhibition 2019,

Beijing, China (hereinafter referred to as “Beijing Expo”).

The *General Regulations* and the *Special Regulations* of Beijing Expo, as approved by the Bureau International des Expositions (hereinafter referred to as “BIE”), are acknowledged as an integral part of the present Contract and are binding on the contracting parties.

The parties acknowledge the authority of the Commissioner General of the Expo as it is defined in *the International Exhibitions Convention* signed at Paris on November 22<sup>nd</sup>, 1928, amended and supplemented by the Protocols and Amendments (hereinafter referred to as the “*Convention*”) and in the rules approved by the BIE, especially in Article 5 of the *General Regulations*.

## **Chapter II The Participant’s Exhibit**

### **Article 2**

1. The Organizer shall place at the disposal of the Participant free of charge the following exhibition areas :

(1) outdoor exhibition sites (for building gardens): \_\_\_\_\_ square meters, from, \_\_\_\_\_.

(2) indoor exhibition spaces (for setting up stands): \_\_\_\_\_ square meters, from \_\_\_\_\_, \_\_\_\_\_.

The related information of the aforesaid exhibition areas provided to the Participant will be identified in Appendix I attached to this Contract and constitute part hereof.

2. The Participant agrees to present an exhibition in line with the theme of Beijing Expo as described in the *General Regulations* and *Special Regulation No. 1*. The Participant shall set up an exhibition as described in the *Theme Statement* approved by the Organizer and attached to this Contract as Appendix II which constitutes part hereof.

3. In accordance with the *General Regulations* and the *Special Regulations*, the Participant shall be responsible for the decoration, maintenance, management and cleaning of the spaces at its disposal.

### **Article 3**

1. For the duration of occupation by the Participant of the allocated spaces, the Organizer shall provide the Participant with the services such as electricity, telecommunications, water inlets and outlets and garbage removal etc. in accordance with *Special Regulation No. 10*, referred to in Article 37 of the *General Regulations*.

2. The rates and the terms for the provision of these services shall be stipulated in the same *Special Regulations*.

## **Article 4**

1. The Organizer shall provide the Participant with all necessary information regarding the relevant laws and regulations of the People's Republic of China and directives or policies of the Government of the People's Republic of China and the local authorities that are applicable to the Participant for its participation in Beijing Expo.

2. Upon the request of the Organizer, the Participant shall submit to the Organizer the information and documentation regarding:

- the number and qualifications of employees, etc. to be engaged in the preparation and implementation of the Participant's exhibition;
- the goods and supplies related to the Participant's exhibition and intended for importation.

3. The aforementioned and other exchanges of useful information constitute mutual assistance intended to facilitate the success of Beijing Expo and of the Participant's exhibition.

## **Article 5**

1. The Participant shall be solely responsible for the choice and installation of exhibitors in its national section as well as for the choice of all staff within that section.

2. The Participant shall require parties identified in the following paragraphs to comply with this Contract, the *General Regulations* and the *Special Regulations*, as well as the agreements based on the aforementioned regulations:

(1) exhibitors in the spaces allocated to the Participant, as well as their employees, etc. who are involved in activities related to the Participant's participation in Beijing Expo;

(2) parties who are engaged in events or commercial activities for the Participant, and their employees, etc.;

(3) parties who are engaged in exhibit decoration, etc. of the spaces allocated to the Participant, and their employees, etc.; and

(4) except for those described in the (1) to (3) above, any other Participant's employee or agent.

3. The Organizer undertakes not to communicate with the preceding persons except through the Participant.

## **Article 6**

1. The Participant hereby undertakes to:

(1) keep the Exhibition area open to visitors during the opening hours of Beijing Expo during the entire duration of the Expo;

(2) authorize the Organizer to install, maintain and repair facilities necessary for the smooth operation of Beijing Expo within the spaces allocated to the Participant at no cost to the Participant and without disturbing the Participant's exhibits unless under emergency conditions; and

(3) restore the exhibition area to its original condition as it was when it was handed to the Participant by December 31<sup>st</sup>, 2019, unless otherwise agreed by the Organizer and the Participant.

2. Should the Participant fail to fulfill the above obligation, the Commissioner General of the Expo shall be authorized to exercise the Commissioner General of Section's rights, under the terms of Article 21 of the *General Regulations*.

### **Chapter III The Participant's Commercial Activities**

#### **Article 7**

1. With the prior consent of the Organizer, the Participant may, within the premises made available to it under Article 2 hereof, establish and run a restaurant for the general public where the food and beverage of its country will be served. The Participant shall pay royalty to the Organizer on a monthly basis based on the "turnover" of the restaurant.

2. “Turnover” defined in this Article and in Article 8 below means the total income generated by the commercial activities after the deduction of VAT and other taxes during the entire duration of Beijing Expo.

3. The detailed terms and conditions related to the establishment of the restaurant will be listed in *Special Regulation No. 9*, referred to in Article 37 of the *General Regulation*.

## **Article 8**

1. With prior approval of the Organizer, the Participant may sell to the general public photographs, slides, postcards, sound and video recordings (including films, CDs, DVDs or other electronic media), books and stamps from their countries or relating to their organizations.

With prior approval of the Organizer, the Participant may also sell a limited number of articles which are truly representative of its country or organization. Such articles may be replaced with prior approval of the Organizer during the course of Beijing Expo.

2. The Participant shall pay monthly royalty to the Organizer based on the turnover from such product sales in accordance with *Special Regulation No. 9*.



3. The detailed terms and conditions relating to the sales of products mentioned in the preceding paragraphs are set forth in the *Special Regulation No. 9* referred to in Article 37 of the *General Regulations*.

## **Article 9**

1. The Participant shall keep daily accounting records of the restaurant operation and sale of products for which royalties have to be paid to the Organizer. Such records shall be kept in clear and complete form. The Participant shall allow the Organizer to have access to and make copies of the accounting records of these activities, so as to audit and verify the amount of turnover.

2. The Participant shall use only the cash register systems designated by the Organizer.

3. The Participant agrees that the spaces devoted to all commercial activities (including the production, storage and sales area) shall not exceed twenty percent (20%) of the total exhibition area. Details regarding the above shall be described in Appendix III which constitutes part hereof.

## **Article 10**

1. The Participant is entitled to sell exhibited goods and materials used for the presentations as well as other items used within its section after Beijing Expo closes. In this case, the Participants shall comply with the relevant provisions of the law and regulations in the People's Republic of China.

2. Such sales shall not give rise to the payment of any royalty in favor of the Organizer. However, the Participant shall relinquish its right to benefit from the temporary admission of the goods and materials concerned and shall be subject to taxation and customs regulations, as defined in the *Special Regulation No. 7*, referred to in Article 37 of the *General Regulations*.

## **Chapter IV Benefits Granted to the Participant**

### **Article 11**

Advantages granted to the Commissioner General of Section and other authorized persons are set forth in *Special Regulation No. 12*.

## **Article 12**

1. The Commissioner General of the Expo and the Organizer shall ensure that there are no obstacles to the entry, exit and stay of the personnel of the Participant.

2. The Organizer shall provide assistance to the personnel of the Participant in the following areas:

- accommodation;
- health and insurance.

## **Article 13**

The Commissioner General of the Expo and the Organizer shall coordinate with the relevant governmental authorities so that they act in a manner conducive to the best success of the Expo, particularly:

- by establishing the custom offices necessary for the performance of customs operations in the most convenient places;
- by facilitating the entry of all goods and items of any type necessary for the exhibition of the Participant;
- by loosening, if necessary, the import quota control over the goods to be sold by the Participants (including in its restaurant);

- by communicating a list of agencies or agents recommended by the Organizer to deal with transportation and customs matters on the Participant's behalf, for a specified negotiated charge. The Participant may decide whether to use the agencies or agents recommended by the Organizer on the above-mentioned list.

#### **Article 14**

The Organizer shall provide the Participant with lists of transport, handling, packing firms, of suppliers of products or services, and of contractors of all kinds, which are approved by the Organizer and which have undertaken to deal with the Participants on fair terms.

The Participant may decide whether to use the firms, suppliers and contractors recommended by the Organizer in the above-mentioned lists.

The Commissioner General of the Expo and the Organizer shall coordinate with the recommended firms, suppliers and contractors for the purpose of obtaining the most favorable terms for the Participants.

#### **Article 15**

In case of a dispute between the Participant and the Organizer, the two parties agree as follows: if the dispute relates to the interpretation of the *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 said College shall solve such dispute.

Either party may also avail itself of the dispute resolution mechanisms provided for in Article 11 of the *General Regulations*.

## **Chapter V Entry into Force**

### **Article 16 Entry into Force**

The Contract shall enter into force when it is signed by the Parties hereto, and countersigned by the Commissioner General of the Expo. Should the Contract be signed on different dates, it shall become effective as of the later date of signature.

### **Article 17 Notice**

Statements and/or notices derived from this Contract shall be made in written form.

Statements and/or notices under the preceding paragraph shall be addressed to the following:

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(Address of the Commissioner General of Section)

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(Address)

The above addresses in the foregoing paragraphs may be changed after notification to the other party.

This Contract shall be signed by Commissioner General of Section and the representative of the Organizer.

Commissioner General of Section

\_\_\_\_\_(Signature)

Date:

Organizer

\_\_\_\_\_(Signature)

Date:

The Commissioner General of the Expo, in respect of the principles of the *Convention*, the provisions of the *General Regulations* and the *Special Regulations* of Beijing Expo, and of the laws and regulations in effect in the People's Republic of China, guarantees the fulfillment of the obligations and responsibilities of the Organizer under this Contract.

Commissioner General of Beijing Expo

\_\_\_\_\_(Signature)

Date: