

## **LICENCE AGREEMENT**

This agreement is made at Chennai on this \_\_\_\_\_ day of \_\_\_\_\_ between Tamilnadu Trade Promotion Organisation (TNTPO), having registered office at 6A, 6B & 6C, Mount Poonamallee Road, Nandambakkam, Chennai- 600 089 hereinafter referred to as “TNTPO” / First Party, through Shri.G.Anil Kumar, Manager (Marketing), who has been duly authorized by Managing Director, TNTPO to execute the present agreement. That the said expression TNTPO / FIRST PARTY shall mean and include its assignees, transferees, etc.

And

\_\_\_\_\_, hereinafter referred to as “ORGANISER” / SECOND PARTY who desired to hold a trade event with name and style of \_\_\_\_\_ during \_\_\_\_\_ in covering products \_\_\_\_\_ in Chennai Trade Centre, Chennai - property of exclusive use and possession of TNTPO. That the said expression “ORGANISER” / SECOND PARTY shall mean and include its assignees, transferees, etc.

TNTPO hereby agrees to grant permission to the organizer to organize the above event in Chennai Trade Centre on terms and conditions, as set out below:

### **A. OCCUPIED AREA:**

1. The ORGANISER/Second Party will occupy a total space of \_\_\_\_\_ in \_\_\_\_\_, located within the area of Chennai Trade Centre, which is the sole and exclusive property of TNTPO/ First Party.
2. TNTPO/First Party shall hand over possession of the above permitted area at \_\_\_\_\_ hrs on \_\_\_\_\_ and take back possession of these halls at \_\_\_\_\_ hrs On \_\_\_\_\_ from the ORGANISER/Second Party. This specified period is inclusive of setting up and dismantling period and is hereinafter known as the “LICENCE PERIOD”.
3. TNTPO, in case intends to undertake any construction, resulting in modification of plans, design, functioning or general appearance of the above mentioned halls, or the licensed space, shall reduce in writing, the modifications and shall inform the ORGANISER at least 2 (two) months in advance from the date of commencement of “licensed period” and the ORGANISER shall have no objections to the decision communicated by TNTPO and the decision of the TNTPO in this regard shall be treated as final and conclusive. In such a case, the liability of TNTPO is limited only to refund of the advance amount received from the organiser.
4. In the event of the Exhibition Hall/Convention Centre being required for any function to be attended by the Hon’ble Prime Minister / Hon’ble Chief Minister / any other VVIPs holding eminent positions, the Exhibition Halls / Convention Centre allotted to ORGANISER provisionally will be cancelled without prior notice, and in such a case, the liability of the

TNTPO will be limited only to refund of advance amount received from the ORGANISER. The ORGANISER shall have no objections to the decision communicated by TNTPO and the decision of the TNTPO in this regard shall be treated as final and conclusive.

## **B. LICENCE FEE AND SERVICE CHARGES:**

5. TNTPO shall charge licence fee for the licensed space from the ORGANISER at the following rates in Indian Rupee per sqm per day, hereinafter known as “license fee”, for the gross area of the Halls.

Exhibition Halls

Halls 1, 2&3, Construction Days Rs.85/- , Event days Rs.95/- Per sqm/day

Convention Halls

For Exhibition Rs. 110/- per Sq.tr / day

For convention Rs. 200/- per Seat/ day

Hall A.or B ( minimum 750 max 1000)

Hall A & B (Minimum 1500 Max 2000)

Open Area Food Court, Hall 1 Back Side, Protocol Car parking Area Construction Days Rs.25/- , Event days Rs.50/- Per sqm/day

6. The ORGANISER hereby agrees to pay the license fee at the above mentioned rate along with the mandatory charges for general water, conservancy, AC/Blower as applicable from time to time and also pay for additional services such as stand lighting, additional electricity, power connection & consumption, facilities, branding sites, and other services, service tax, etc. at the rate as advised and informed by TNTPO from time to time, which shall be subject to revision by TNTPO at its sole discretion.

7. The ORGANISER shall pay 5% security deposit over the billing amount to TNTPO. The deposit will be refunded after adjusting all dues to TNTPO from the organizer and the same will not attract any interest.

8. TNTPO will provide power, water, and other services, subject to limitations of availability, on payment of such service charges as advised and informed by TNTPO from time to time.

9. The ORGANISER shall arrange payment of license fee and other service charges to TNTPO as per the following time schedule:

### **License Fee for Halls :**

License Fee payable on allotment/ approval – 5%

License Fee payable Two year before start of tenancy – 5%

License Fee payable One Year before start of tenancy – 10%

License Fee payable Eight months before start tenancy – 25%

License Fee payable 15 days before start tenancy – 55%.

Payment for refundable security, facilities and services 15 days before the start of the tenancy.

10.a) In case of delay in the prescribed payment schedule, interest will be payable @ 3% (per month) from the due date till the payment is realized in TNTPO. Further, the refundable security deposit will be payable by the organisers 15 days before the start of tenancy.

b) Payment may be made only through online payment (RTGS / NEFT) to Tamilnadu Trade Promotion Organisation. Necessary bank details are available in our website ([www.chennaitradecentre.org](http://www.chennaitradecentre.org))

c) TNTPO will provide power, water, and other services available, subject to limitations of availability, on payment of such service charges as advised and informed by TNTPO from time to time.

d) Indents for stand lighting, air - conditioning, additional electricity, power connection & consumption, facilities and other services are to be made at least 21 days before the commencement of tenancy period. Any services requisitioned with less than 48 hours (working days) notice period will be subjected to 10% additional service charges.

e) Non-compliance of the above payment schedule shall attract annulment of this contract at the sole discretion of TNTPO as well as forfeiture of the amounts paid/deposited by the ORGANISER.

11. Payment may be made either by online / RTGS / NEFT to Tamilnadu Trade Promotion Organisation,

12. In case of surrender of space, the ORGANISER shall be required to pay penalty to TNTPO as percentage of the license fee depending upon the notice period calculated from the commencement of tenancy period; as follows:

<b>Exhibition Period (Notice period to be taken from the date of tenancy)</b>	<b>Lean Period (April – June)</b>	<b>Peak Period (July – March)</b>
366 days above	2%	3%
271 to 365 days	5%	7.5%
181 to 270 days	10%	15%
91 to 180 days	20%	30%
16 to 90 days	30%	45%
1 to 15 days	100%	100%

If there any postponement of exhibition planned, then it should be informed well before 5 months from the dated of tenancy, failing which, penalty will be levied as per the table indicated above.

Surrender of space shall be allowed for the full hall or for 2200 Sqmts. No part hall surrender shall be permitted

**C. WORK :**

13. The ORGANISER hereby agrees to inform in writing at least 4 (four) weeks in advance its intention to establish the services such as catering services, Stall Fabrication & Pathway Carpet, Arch Gate, Electrical works, DG sets, Customs and Logistics, Housekeeping Services, Security Services, Manpower Agencies, Outdoor Catering Service, Plant Decoration, Stall Interior, Event Management Company, Audio & Visual Suppliers, Registration Management, Cultural Event Organizer, etc.,

14. The ORGANISER shall adhere to the Engineering and Architectural Guidelines of TNTPO in the execution of construction work.

15. Minimum 3.0 meter width of pathway for B2B exhibition and minimum 4.00 meter width pathway for B2C exhibition should be maintained in all shows. Passage must be kept free from all display aids / exhibits. Entry & Exit must be kept clear of all obstructions. Emergency Exit should be kept free. Any failure in this regard will attract penalty as levied and imposed by TNTPO.

16. The ORGANISER shall not issue any instructions to its contractors/subcontractors/agents, which are not in accordance with prevailing rules & regulations of TNTPO.

17. The ORGANISER hereby undertakes to hand over vacant licensed space at the end of licensed period at \_\_\_\_\_ a.m. on \_\_\_\_\_ (Following day of last day of tenancy) and if the ORGANISER fails to comply with the deadline, the ORGANISER shall be liable to pay penalty which would be the double of license fee, for the number of days of overstay. Apart from collecting penalty, TNTPO shall be at liberty to remove, confiscate and dispose of the materials of the organizer and its exhibitors/contractors at the risk and cost of the ORGANISER.

18. The ORGANISER hereby agrees to inform in writing at least 4 (four) weeks in advance its intention to establish catering services and the space earmarked for the same within the licensed space and only on prior approval of TNTPO in writing, the said catering services will be operated by the organizer, and the TNTPO will have the sole discretion to allow or disallow the operation of catering services without assigning any reasons thereof.

**19. The ORGANISER agrees to the following general rules:**

a) That entry and exit of exhibition goods and materials shall be only through the Gates earmarked for that purpose.

b) The Organiser shall provide the list of participants along with their GST registration details to TNTPO before 3 days of the start of the event.

- c) No sales shall be permitted in B2B exhibitions / Events.
- d) The organisers shall strictly adhere to the product profile of the nature of exhibition as approved by TNTPO.
- e) The organiser shall not sublet the exhibition hall to other organiser or party.

20. The Second Party will get holograms from the Security Division of TNTPO – as per TNTPO norms for pasting the same on invitation cards, exhibitor badges etc.

**21. That exit of exhibition goods shall be through Exit Passes duly authenticated by Security Division at the conclusion of the event.**

- a) The organizer will unload the freight/cargo during day time so as to facilitate effective checking thereof.
- b) The handing / taking over of halls will be carried out in day time only.
- c) Trucks carrying exhibition materials/goods can enter through the earmarked gate only and trucks may proceed to the venue for unloading only after obtaining permission from the officer concerned.
- d) Wall painting in Exhibition Halls and Convention Centre should be kept intact, without unnecessary and additional painting done by workers / exhibitors respectively. Any damage if any found will lead to levy of penalty.
- e) Cooking, use of burners, gas cylinders, open flame, use of tan doors etc. are **NOT** permitted during the fair inside & outside the halls. Cooking will only be permitted in places earmarked specifically. Also it is the sole responsibility of the ORGANISER to ensure that, only Non-domestic gas cylinders (commercial) are used for cooking purposes.
- f) Use of child labour for any activity is strictly prohibited within the premises of TNTPO. It is the sole responsibility of the ORGANISER to ensure that no child labour is engaged in any of the activity. Failure in this regard will make only the organiser to face the legal consequences and penal consequences.

22. The ORGANISER is supposed to strictly comply with the following requirements, in case of non compliance, TNTPO shall not be responsible for any kind of damages arising to the ORGANISER, moreover the ORGANISER shall indemnify TNTPO for any damages arising to TNTPO due to such non-compliance.

- a) Non - Closure of emergency exits by way of dumping materials.
- b) Usage of BIS certified wires, cables or other electrical appliances for safety reasons.
- c) Overdrawal of power leading to fire hazard is strictly prohibited. Penalty is levied for such activity.

- d) Non usage of garden / lawn areas under any circumstances for any purpose.
- e) Non usage of inflammable material for construction/decoration in the exhibition.

23. Use only licensed / qualified person / persons for handling electrical connection / installation / equipments

24. Organizers must ensure that; All safety standards will be maintained by the organizers regarding electrical and other equipment installation and structures being used by them during the tenancy period, and that the organizer will keep their premises absolutely sanitized from suspicious materials of sabotage, during the tenancy period. Organisers must also undertake to follow all rules/ terms & conditions of TNTPO. For any failure in this regard, organiser will be solely responsible.

25. The ORGANISER is supposed to handover possession of the vacant space in a tenable position as it was let out by the TNTPO, suitable charges in bringing back the space to tenable condition shall be levied and collected from the ORGANISER by the TNTPO.

**26. All the statutory requirements in respect of organizing event / exhibition should be fulfilled by the organizer.**

#### **D. OBLIGATIONS OF THE ORGANISER:**

27. The rights of occupation of ORGANISER are limited to the licensed space and licensed period only.

28. All the Organizers/Event Managers must ensure that the exhibitors of the exhibitions should have temporary branch certificate obtained from the concerned authorities of Commercial Tax Department for the sale of any goods within the exhibition hall/convention centre. In this connection, the organizer will hold full responsibility to ensure compliance of the Statutory requirements of the Commercial Taxes department. In case of lapses, if any found at a later point of time, then TNTPO is not at all connected with this subject, since it is only the responsibility of the allottee / organizers, who are organizing the exhibitions/trade fairs. Therefore, the organizer must take adequate care to ensure the compliance of this requirement, failing which the organizer only shall face legal and penalizing consequences.

29. It is the sole responsibility of the organizer to obtain No Objection Certificate/Authorization Certificate/License or any other certificate from the competent authority of the Government agency/ Department and the organiser shall be held responsible for lapses, if any found in this regard.

30. The ORGANISERS hereby undertake to comply with hygienic and security rules of TNTPO.

31. The Organisers are required to take suitable public liability insurance policy for the entire duration of tenancy. A self-certified copy of this insurance policy should be provided to TNTPO at least a week before the start of the tenancy.

32. The ORGANISER is allowed to carry on/carry out activities in licensed space related to licensed programme including decoration, customer service, seminars, trade promotion, press coverage and other public relations activities not prohibited by law of land.

33. The ORGANISERS hereby undertake to comply with Engineering, Architecture, F&B and Security guidelines of TNTPO. To ensure the same, the ORGANISERS hereby agrees for inspection of the venue by TNTPO team and organizer's team jointly, once during the tenancy period and second on the first day of the event for recording violations/deviations in Construction / Architecture guidelines. The ORGANISERS hereby further agree to rectify/correct the same immediately failing which the ORGANISERS will be liable for penal action as per TNTPO's guidelines. The whole responsibility of security/safety from any mishap/hazards i.e. fire/stampede etc. shall lie with the ORGANISERS.

34. The ORGANISER or his appointed agents shall take suitable insurance policy against work/display related accidents for the workers insurance policy for work force deployed participants and visitors and furnish a copy of the insurance policy to TNTPO. And there is no liability of TNTPO for any kind of loss.

35. During the visit of VVIP, it is mandatory to run the event with a support of DG sets in order to ensure the uninterrupted power supply. The amount incurred for running of DG sets shall be borne by the organiser.

36. The ORGANISER hereby undertakes to keep the approach ways/roads/lanes connecting the licensed space, official and exit (cargo and visitors) in good condition during the licensed period and in the event of non-compliance, any amount spent by TNTPO on this account shall be made good within 7 days from the date of receipt of notice of demand from TNTPO.

37. The ORGANISER shall ensure that the exhibitions and those manning the booths are properly attired. Any dress crossing the limits of decency will not be permitted. Any violation will attract penalties besides other action under appropriate law, and in this regard, the organizer shall hold complete responsibility.

38. The ORGANISER hereby undertakes to submit a copy of following approvals / Certificates before the commencement of tenancy:

**39. The following approvals / Certificates are to be provided by the organizer:**

Fire Safety Certificate –detailed list of equipment provided and no. of fire guards to be placed on duty must be mentioned. **Fire Tender(s), with staff, must be hired and placed on location during tenancy period.**

- a) Clearance from Fire Service Department,
- b) Electrical safety certificate,
- c) NOC from Local Police Authorities,
- d) NOC from Local Traffic Authorities,

- e) Approval from Commercial Tax Authorities,
- f) Public Liability insurance certificate,
- g) Electrical Certificate from Electrical Inspector,
- h) Structural Stability certificate,
- i) Copy of Insurance Certificate as per the guidelines and any other certificate required by Collectorate of Chennai & Corporation of Chennai, must be obtained by the organizer. Any other certificate, necessary for conduct of any event should also be obtained by organiser. TNTPO is not responsible to any authorities for non compliance in respect of any of the above matters.

40. The Organizers must ensure that electrical cables and equipments used by them during the tenancy are completely insulated and safe from all angles. Any liability arising out of any mishap in this regard will lie solely on the organizers themselves.

41. TNTPO reserves the right not to give possession of the halls in the event of organizer not obtained above stated necessary permissions/approvals. This does not, however, absolve the organizers responsibility to pay the required license fee to TNTPO as per booking made by them. Organizers are further required to obtain and deposit various NOCs/Clearances as required from time to time.

42. If there is any entry ticket for the exhibitions, the organiser should inform the same as well in advance to TNTPO. Computerised entry ticket will be provided by TNTPO. The organiser has to deploy their own manpower for sale of entry ticket system and the organiser has to share 50% of entry ticket collection with TNTPO. Besides, TNTPO will charge Rs.2,500/- per day towards ticket automation charges.

#### **43. Entertainment Tax and other statutory levies and taxes:**

The organizers will take clearance/No Objection Certificate/Authorization Certificate from Department of Entertainment Tax, Commercial Tax Department, Government of Tamilnadu before taking possession of the venue.

#### **44. Service Tax and other Tax liabilities:**

The organizer undertakes to pay all tax liabilities including service tax to TNTPO on holding the event. In the event of such a tax becomes payable and if TNTPO is asked to pay such taxes by any authority, the organizer undertakes to pay to TNTPO such taxes paid on behalf of the organizer on account of the licensed event.

#### **45. GST and other Tax liabilities**

The organizer undertakes to pay all tax liabilities including service tax to TNTPO on holding the event. In the event of such a tax becomes payable and if TNTPO is asked to pay such taxes by any authority, the organizer undertakes to pay to TNTPO such taxes paid on behalf of the organizer on account of the licensed event.



46. Organizer will ensure that preventive measures are taken for prevention of fire in line with the regulations and guidelines of the Fire Authorities.

47. Any liabilities on account of GST will be the sole responsibility of the organiser.

The organisers are requested to furnish the list of exhibitors and their GST Nos. which is required to submit to the state GST authorities.

Inter – State Organisers / Exhibitors are requested to get the casual/temporary GST registration certificate from the local GST authority of Tamilnadu Government. Further, only CGST / SGST invoice will be issued to the Inter – State organisers and IGST invoice will not be issued to the organiser, who organise event / exhibition in the Chennai Trade Centre.

#### **E. OBLIGATIONS OF TNTPO:**

48. TNTPO hereby agrees to maintain in working conditions the structure, fixture and all permanent installations of the licensed space.

49. TNTPO is at liberty to allow organizing of fairs or events by itself or by other organizers in any area of Chennai Trade Centre other than the licensed space to the Organizer during the licensed period.

50. TNTPO shall have free access to the licensed space during the period of occupation as mentioned in the contract and be able to record/point out infractions to the contract and the ORGANISER shall be obliged to remedy/rectify the same immediately and submit compliance report.

#### **F. OTHER TERMS:**

51. The ORGANISER hereby agrees that it shall not seek renewal of this agreement or extend the licensed period.

52. The ORGANISER shall indemnify TNTPO and keep it indemnified against any act, omission, commission or any claim of third party and any damage caused to the property of TNTPO arising out of the activities of the ORGANISER during or after the licence period.

53. All disputes or differences between the parties arising out of or related to the construction, operation and manning or giving effect of this contract or the breach thereof shall be settled by arbitration. Arbitrator shall be appointed by the Managing Director, TNTPO.

54. The ORGANISER has studied and understood the TNTPO's published Guidelines for licensing facilities in Chennai Trade Centre and agrees to follow all the principles and terms/conditions. In the event of any failure on the part of the ORGANISER to follow/adhere to the guidelines, penalty as considered fit by TNTPO will be payable by the ORGANISER.

55. The agreement shall be subjected to the jurisdiction of Chennai, Tamilnadu.

56. In witness to aforesaid agreed terms and conditions, I hereby sign as authorized representative.

For & on behalf of TNTPO

For & on behalf of \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_