**Booth Application for the 10th CSFF Short Film Market <Acting Contract>**

No.: (filled by the staff)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Basic Information of Exhibitors** | | | | |
| Company Name | Chinese Name: | | | |
| English Name: | | | |
| Address: | | | Website: | |
| Contact Person & Position: | | | | |
| Tel: | | | Mobile Phone: | |
| E-mail: | | | Fax: | |
| Organization Type | short film producer | | film & television agency | film copyright distribution company |
| video technology company | | film production company | film & television equipment company |
| AR technology company | | investment organization | talent agency (colleges, training institutions) |
| media organization | | film & television issuing company | trading service platform (law and finance ) |
| Internet platform | | media company | Other\_\_\_\_\_\_\_\_ |
| Company Profile  (within 400 words) |  | | | |
| Exhibition Content & Projects & Needs | |  | | |
| **Booth Type and Fees** | | | | |
| Standard booth: \_\_\_\_\_\_\_\_\_ (booth area: 9m2)  Fees: \_\_\_\_\_\_\_\_\_\_\_RMB (amount in words: ) | | | | |
| Special booth: \_\_\_\_\_\_\_\_\_\_\_ (booth area: 36m2-50m2)  Fees: \_\_\_\_\_\_\_\_\_\_\_RMB (amount in words: ) | | | | |
| **Other Applications** | | | | |
| Advertisement in the exhibition catalogue Other advertising services  Equipment leasing Translation & interpreting services Others:\_\_\_\_\_ | | | | |
| **Account Information of the CSFF Organizing Committee (the name of the remitter and the purpose of remittance should be indicated)** | | | | |
| Bank Name: China Merchants Bank Shenzhen Tairan Branch  Account Name: Shenzhen Times Network Media Co., LTD.  Bank Account: 755917843810904 | | | | |
| Party A: Shenzhen Times Network Media Co., LTD. (seal)  Person in charge:  Date: | | | Party B: Exhibitor (seal):  Person in charge:  Date: | |

**Notes:**

1. The exhibitor must sign and seal in the specified area in the *Booth Application for the 10th CSFF Short Film Market <Acting Contract>* and the seal shall cross all the pages of the *Contract*;

2. The “Exhibition Contract Terms” is an effective part of the *Contract* and has the same legal effect with the *Contract*;

3. This *Contract* is in quadruplicate, with Party A and Party B holding two copies each.

**Exhibition Contract Terms**

We have decided to participate in the 10th CSFF Short Film Market, which will be held in Shenzhen from December 6th to 8th, 2019. We guarantee that the exhibits and information (including text, language, scene and background) are not in violation of the laws and regulations of the People’s Republic of China or suspected of plagiarism or infringement of the legality of other people’s copyrights and technologies, and that all the materials submitted are true, accurate, legal and free from any intellectual property disputes. We agree to abide by the terms of participation and comply with the overall arrangement of the CSFF Organizing Committee (hereinafter referred to as the “Organizing Committee”).

1. **Booth Specification and Services**
2. Booth Fees (including tax)

|  |  |  |  |
| --- | --- | --- | --- |
| Fees  Types | Early bird price  (Application prior to July 31st, 2019) | Special offer  (Application from August 1st to October 20th, 2019) | Standard price  (Application from October 21st to November 15th, 2019) |
| Standard booth (3mx3m) | RMB 499 | RMB 999 | RMB 9999 |
| Special booth  (36m2-50m2) | RMB 49/m2 | RMB 79/m2 | RMB 799/m2 |

**Notes:**

1. The standard booth fees include the rental fee of the booth, the property management fee, and the fee of uniform design & setup.

The special booth fees include the rental and property management fee only. The fee of design and setup shall be borne separately by the exhibitors. The installations and setup must be carried out by qualified contractors selected by the Organizing Committee through bidding.

(II) Payment

a. Exhibitors applying during the early bird period must pay for the booth fees in full within 5 working days upon receipt of the approval notice.

b. Exhibitors applying during the special offer period must pay 30% of the total booth fees as deposit within 5 working days upon receipt of the approval notice. The balance payment for the booth shall be settled by October 21st, 2019.

c. Full payment is required to be made immediately for the exhibitors who sign the contract after October 20th, 2019. The Organizing Committee reserves the right to reject the participation of any exhibitor who fails to make the payment by the deadline and the deposit paid will not be refunded.

d. Exhibitors shall send the payment vouchers to the Organizing Committee by email or fax, otherwise the application will be invalid.

(III) Services

**The Organizing Committee of the CSFF will provide the following services for exhibitors applying for standard booth (3mx3m):**

a. The Organizing Committee will provide a standard booth and the setup services to the exhibitors.

b. The Organizing Committee will provide some equipment for free, including a TV set (with USB interface), coffee table, armchairs and information desk, etc.

c. Exhibitors can obtain 5 quotas for Visitor Registration on the official website and have the right to participate in the following activities for free with valid certificate: the 10th CSFF International Short Film Screening and professional activities held in the 10th CSFF Short Film Market. Exhibitors also have priority to reserve tickets for all activities of the 10th CSFF and get the information package provided by the Organizing Committee (brochures of the 10th CSFF and a full set of souvenirs).

d. Exhibitors are entitled to enjoy professional services on the online trading platform of the CSFF for one year. Exhibitors have the right to publish transaction information on the official website of the CSFF, and can browse the complete information disclosed by all exhibitors.

**The Organizing Committee of the CSFF will provide the following services for exhibitors applying for special booth:**

a. The allocation of the special booth will be arranged by the Organizing Committee. Exhibitors can design the booth according to their needs, but the installations and setup must be carried out by qualified contractors selected by the Organizing Committee through bidding. The cost of design and construction shall be borne by exhibitors.

b. The Organizing Committee will provide some equipment for free, including a TV set (with USB interface), coffee table, armchairs and information desk, etc.

c. Exhibitors can obtain 8 quotas for Visitor Registration on the official website and have the right to participate in the following activities for free with valid certificate: the 10th CSFF International Short Film Screening and professional activities held in the 10th CSFF Short Film Market. Exhibitors also have priority to reserve tickets for all activities of the 10th CSFF and get the information package provided by the Organizing Committee (brochures of the 10th CSFF and a full set of souvenirs).

d. Exhibitors are entitled to enjoy professional services on the online trading platform of the CSFF for one year. Exhibitors have the right to publish transaction information on the official website of the CSFF, and can browse the complete information disclosed by all exhibitors.

**II. Booth Construction and Dismantlement**

The time and requirements for the construction, design and dismantlement of the booth and other relevant information shall be subject to the provisions of the *10th CSFF Organizing Committee Short Film Market Exhibitor Manual* published by the Organizing Committee. Party B shall strictly comply with the provisions of the exhibitor’s manual, and design, construct and dismantle the booth in an orderly manner.

**III. Regulations on Exhibits**

(I) Party B shall prepare relevant introduction information (including information pages, promotional information and printed materials) and ensure that the displayed items and content (including text, language, scene and background) shall not in violation of the laws and regulations of the People’s Republic of China.

(II) Party B may bring their own gifts needed for on-site activities.

(III) Party B shall not bring any large exhibition equipment into the exhibition area. In case of any special requirements, Party B shall obtain the approval of the Organizing Committee in advance.

(IV) All on-site exhibits shall be put within the scope of the rented booth and shall not obstruct any other public areas such as other booths or walkways. Party B shall look after and use the facilities in the exhibition area properly. For any changes of the exhibits, Party B shall obtain the consent of Party A firstly and is liable for repair or compensation if any damage is caused.

(V) Party B shall be responsible for the transportation and decorating for the exhibition equipment. The safety of relevant exhibits and personnel before or after the exhibition (including but not limited to the transportation of exhibits during the exhibition and dismantlement) will be maintained by the exhibitor. The exhibitor shall resolve and assume full responsibility for any losses to themselves or for any disputes and losses to any third-party caused by such matter.

**IV. Rights and Obligations of Party A**

1. Allocation of Booths: Under certain circumstances, the Organizing Committee reserves the right to shorten or extend the exhibition period, reallocate booths and change the layout and size of the booth. Party B shall not terminate the contract or claim for compensations on the grounds of the above changes.
2. Booth Rental: The Organizing Committee provide standard booths and supporting equipment to exhibitors (Party B) who rent standard booths. Party B shall rent the equipment which is not listed within the specified scope from the Organizing Committee.
3. Publicity: The Organizing Committee reserves the right to use and modify the company profile and exhibits introduction provided by Party B for the purpose of publicity and promotion.
4. Intellectual Property Protection: the Organizing Committee protects the legitimate rights and interests of exhibitors and intellectual property owners in accordance with national laws and regulations. In the event of any intellectual property disputes during the exhibition, the Organizing Committee will support the act of safeguarding intellectual property rights in accordance with China’s Regulations on Protection of Intellectual Property Rights.
5. Exhibition Security: the Organizing Committee will take necessary and comprehensive safety precautions in line with the interests of all parties in the exhibition. The Organizing Committee reserves the right to refuse any visitor to access to the exhibition site in the event of a safety hazard. The Organizing Committee shall not be liable for any loss or damage of any exhibits before, during and after the exhibition or of any other properties during the exhibition.

**V. Rights and Obligations of Party B**

(I) Intellectual Property Commitments: Party B shall undertake to ensure that any exhibits, exhibit packaging, promotional materials, instructions, software used for presentation and any displayed items of the booth are not in violation of Chinese laws and regulations or infringe the rights of others, including but not limited to the intellectual property rights. If Party B causes any disputes due to infringement of the rights of others, the exhibitor agrees to accept and implement the decisions made by the Exhibition Intellectual Property Protection Complaint Office in accordance with the law.

(II) Use of Booth: Party B shall only display the “exhibits” specified in the Contract Information Form. If the Organizing Committee finds that the exhibitor’s exhibits are not in conformity with the theme of the exhibition, or the exhibitor displays items that are unrelated to the exhibition or resells its booth privately or allows individuals to sell items, the Organizing Committee has the right to cancel the exhibitor’s exhibits and suspend the exhibition, and any losses resulting from thereof shall be borne by the exhibitors themselves.

(III) Liabilities and Risks:

a. Party B shall be directly responsible for any fire accidents within the scope of the booth or due to the cause of the booth (including people and construction).

b. Party B shall follow relevant fire prevention laws and regulations as well as fire management regulations of the exhibition hall and organizer during the exhibition, and shall not damage any fire-fighting equipment and facilities or occupy the fire access. Party B must use construction materials that meet the requirements.

c. Party B shall conduct training for its participants and inform them of all the fire management regulations of the exhibition hall.

d. Party B shall carry out regular inspection of the booth during the exhibition period, deal with any hidden dangers identified promptly and report to the on-site management personnel.

**VI. Prohibitions**

(I) No Unauthorized Transfer, Sublease (Sale) or Exchange of Booth

Party B shall not, without the consent of the Organizing Committee, sublease, sell, transfer or exchange part or all of the booth to any other exhibitors or third parties. In the event of such action, the Organizing Committee is entitled to disqualify Party B and remove all its exhibits and all the consequences and economic losses arising thereof shall be borne by the exhibitors themselves.

(II) No Early Exhibition Withdrawal

During the exhibition, without the consent of the Organizing Committee, Party B shall not withdraw from the exhibition halfway or cause the booth unattended for any reason before 4pm on December 8th, 2019.

(III) Fire Safety Rules

All booths, exhibits, printed materials and accessories shall comply with fire safety rules and building regulations, and normal fire prevention measures shall be taken. The Organizing Committee has the right to remove inflammable, explosive, toxic or items that pose danger to other exhibitors, personnel or that prevent other people from normal business negotiation, or any exhibits that fail to meet the requirements of the exhibition out of the exhibition hall.

(IV) Legality and Regulations

The exhibitor must unconditionally abide by the existing laws, regulations and rules to ensure no harm to the interests of others. Any violation may result in disqualification and legal liability.

**VII. Liability for Breach of Contract**

(I) Regulations on Withdrawal

If Party B needs to withdraw from the exhibition after submitting the contract and making the payment due to special reasons, Party B shall submit the withdrawal application in writing to the Organizing Committee by October 20th, 2019. No withdrawal application will be considered after October 20th, 2019..

(II)Regulations on Failure to Register

If Party B fails to enter the exhibition hall on the last day of the exhibition and has not made any written explanation, the Organizing Committee shall have the right to disqualify the exhibitor and use the booth for other purposes. The booth fees paid will not be refunded, and the exhibitor will be listed in the discredited list.

**VIII. Force Majeure and Dispute Resolution**

(I) The Organizing Committee shall not be liable for the cancellation, suspension or shortening of the exhibition or the change of date and place due to war, natural disasters, epidemic diseases, strikes or other causes of force majeure.

(II) If there is any dispute during the exhibition, the exhibitor may negotiate with the Organizing Committee for settlement. If the negotiation fails, the exhibitor may file a lawsuit to the People’s Court of Shenzhen Municipality.

(III) During the exhibition, any dispute arising from any transaction between the exhibitors shall be settled through consultation between the parties concerned and the exhibitors concerned. The legal issues and disputes involved have nothing to do with the Organizing Committee.

**IX. Miscellaneous**

(I) For other details, please visit the official website of the CSFF (http://www.csff.com.cn) or contact the CSFF Organizing Committee by email or by phone.

(II) The Organizing Committee reserves the right to interpret, modify and amend this Contract and to issue supplementary rules and regulations at any time for the smooth progress of the exhibition. The Organizing Committee has the final right to interpret this Contract and the supplementary rules and regulations. The interpretation and management of this Contract shall apply to Chinese law.

**X. Contact Information**

Contact person: Mr. Lv

Tel: +86-755-23767305

Contact person: Miss. Li

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