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**Date : 5th – 7th AUGUST 2016 (9.00am till Midnight)**

**Venue : SARAWAK CULTURAL VILLAGE, KUCHING, SARAWAK**

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| **NAME OF COMPANY** |  |
| **CONTACT PERSON** |  |
| **IC NO.** |  |
| **ADDRESS** |  |
| **TELEPHONE NO** |  |
| **MOBILE PHONE** |  |
| **EMAIL** |  |
| **FAX** |  |

List **ALL** items to be sold at the festival **WITH PRICES**. Products not listed **MAY NOT** be sold at the festival.

|  |  |
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| NAME OF STALL: | |
| **DESCRIPTION OF ITEMS** | **SELLING PRICE (RM)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| 7. |  |
| 8. |  |

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| **BOOTH REQUIRED ( Please √ )** | | |
| 1. | **10’ X 20’**   * Canopy complete with lighting, power point, floor platform, 1 table (6’ x 2’) & 2 chairs. * RM1, 500.00 for 3-day festival. * **Location:** Iban Longhouse Lawn Area |  |
| 2. | **20’ x 20’**   * Canopy complete with lighting, power point, floor platform, 2 tables (6’ x 2’) & 4 chairs. * RM3,000.00 for 3-day festival * **LOCATION:** Orang Ulu House Lawn Area, Below SCV Restaurant, (**Premium Food Mart Area**) |  |

***TERMS & CONDITIONS***

1. **APPLICATION FOR PARTICIPATION**

All application forms duly completed and signed shall be submitted to the Rainforest World Music Festival Organizer on or before Friday, **3*1st May 2016*** by 5pm. Only successful exhibitors will be notified by the organizer. The organizer shall have the right to accept or reject any application without disclosing to the applicant any reason whatsoever thereof.

1. **PAYMENT**

Successful exhibitors will make payment either by cash or cheque (payable to **SARAWAK TOURISM BOARD**). With the payment, it shall be deemed to be confirmation of participation at the festival. All payment is to be paid to the organizer on or before Thursday, ***30th June 2016.***

If any successful applicant, where payment has been made, withdraws/cancels their participation, no refund of payment will be made if participation is withdrawn.

1. **PASSES FOR EXHIBITORS :**

**Booth size 10’ x 20’** = **2** **FREE** vehicle pass to enter SCV

= **4 FREE** passes (3 days pass) will be given for each vendor.

= Any additional passes will be charged at prevailing rate.

**Booth size 20’ x 20’** = **2** **FREE** vehicle pass to enter SCV

= **8 FREE** passes (3 days pass) will be given for each vendor.

= Any additional passes will be charged at prevailing rate.

1. **CONSTRUCTION AND DECORATION OF STAND**

Exhibitors will be allowed to decorate their stand as appropriate without causing damages to the structural and/or facilities provided by the organizer. Any damage caused by the exhibitors or his/her contractor (if any) to the organizer or other exhibitors on common property shall be the responsibility of that particular exhibitor. Exhibitors must complete their decoration, build-up and tear down schedules as stipulated by the organizer (to be notified later).

1. **SUBLETTING**

Vendor’s use of space is non-transferable. If vendors found subletting the space without explicit permission, the vendors could be evicted from the festival ground without explanation or no refund of payment made.

1. **FAILURE OF SERVICES**

The organizer shall not be responsible for any loss incurred by the exhibitors directly or indirectly attributable to the cancellation, suspension or reduction of duration of the schedule exhibition from the period advertised or specified due to (a) Force Majeure (b) Act of war, military activity and government statutory or civil authority requisition (c) Fire, flood, typhoon, acts of God, severe weather or combination of the above (d) Damages caused by an aerial object or aircraft (e) strikes or lockouts by workmen (f) Any other deemed beyond the control of the Organizer.

1. **CANCELLATION ON PARTICIPATION**

The organizer reserves the right and without liability to terminate the application and any payment made hereof forfeited. In this case, the organizer shall also have the right to re-let the stand vacated by the said exhibitors. The Exhibitor in default shall be liable to re-let the stand vacated by the said exhibitor. The Exhibitor in default shall be liable to pay the entire participation fee to the organizer as liquidated damages for the loss of rental. For cancellation by the organizer, 100% collected payment will be refunded.

1. **USE OF STAND**

The exhibitor is to confine his/her business display or promotional merchandise within the confines of the canopy. No exhibit or material, which may cause danger or damages, will be allowed within the Village Mart. If the displayed products or services provided are not appropriately within scope of the Village Mart or does not confirm with product list/services submitted to the Organizer earlier, the Organizer shall reserve the right to cancel the Exhibitor’s participation in the event and all payments collected will be forfeited.

1. **SECURITY**

The Exhibitor shall take all security precaution in the interest of the festival. The Organizer shall not be held responsible for any loss or theft of exhibits at the Village Mart during the build-up, exhibition days and dismantle period. The Exhibitor is responsible for his/her own exhibit materials and should insure the exhibits against loss or damage from any cause whatsoever. All properties belonging to the Exhibitors is to remain in his/her care and custody. The Exhibitor also agrees to waive the right of subrogation against the organizer and its contractors and employees whichever is appropriate.

1. **INSURANCE, LIABILITY AND RISKS**

The onus is on Exhibitor to take up appropriate insurance coverage against all claims arising from injury to person or loss of property in their respective stand throughout the festival period. All exhibitors are to indemnify and to keep indemnified the organizer against all actions proceedings, claims, costs, charges, expenses and demands in respect of any injury to person or loss of property of the Exhibitors during the event. The liability or risks of the employees, agents or exhibits shall be the responsibility of the Exhibitors.

1. **DAMAGES**

Exhibitors will be liable for any damage to the walls or to any parts of the village in which their exhibits are placed and shall not paint or stick anything to the wall, alter the floor, ceiling, pillars or walls without prior written approval from the Organizer. All alterations to the wall, floor, ceiling, pillars shall be made good to its original condition.

1. **LOGO USAGE**

Sarawak Tourism Board (STB) logo & Rainforest World Music Festival’s logo, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of, may not be copied, imitated or used on in whole or in part, without the prior written permission of Sarawak Tourism Board, except in accordance with our brand guidelines. Subject to breech the stated condition will be fine at RM5000.00 per logo.

1. **USAGE OF THE MATERIAL**

No use of polystyrene for food service ware such as cups, plates, take-out containers, and cutlery. Polystyrene is virtually non-recyclable, non-reusable, and non-compostable and that it is made from styrene, a known neurotoxicant and reasonably anticipated to be a human carcinogen.  Please note that styrofoam is just one form of polystyrene. Polystyrene can also be a clear plastic as well as colored. As an alternative, vendors are required to use reusable or compostable plates, containers, cups, and cutlery.

1. **GENERAL**

All matters not covered by the Terms and Conditions herein are subject to the decision of the organizer. The terms and Conditions may be amended at any time by the Organizer and all amendment that may be so made shall be equally binding on all parties affected by them, as the original Terms and Conditions.

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***SIGNATURE OF APPLICANT*** ***DATE***

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| **FOR OFFICIAL USE** |
| The organizer reserves the right to accept or reject this application.  ( ) Accept ( ) Reject |
| **DATE :** |