

TAITRA Taipei Nangang Exhibition Center, Hall 1

Conference Room Leasing Regulations

2017.10.26

Article 1 Purpose:

These Regulations are enacted by the Taiwan External Trade Development Council (hereinafter referred to as "Party A") as general provisions for individual agreements on the lease of conference room premises and facilities on 4F and 5F (hereinafter referred to as the "Conference Rooms") of the Taipei Nangang Exhibition Center, Hall 1 (hereinafter referred to as the "Exhibition Hall"). The lessee (hereinafter referred to as "Party B") shall read these Regulations and related lease documents carefully and thoroughly before leasing, and shall abide by all leasing terms and conditions in the agreement signed with Party A.

Article 2 Leasing Principles:

When the conference rooms are not being used by Party A, they may be leased to the organizations specified in Article 3 herein for business or trade promotion related activities.

Article 3 Lessees:

The conference rooms may only be leased to the following lessees (collectively referred to as Party B):

- I. Industry associations.
- II. Organizer(s) and exhibitors of exhibitions, product launches, or conferences held in the Exhibition Hall.
- III. Government agencies or other agencies approved by the Ministry of Economic Affairs (MOEA).
- IV. Other domestic and foreign corporations.

Article 4 Leased Premises:

- I. Party A may lease to Party B the following premises: **conference room Happiness and** conference rooms 401, 402, 403 and 404 along with the facilities on the fourth floor and conference rooms 501, 502, 503, 504 and 505 **and conference rooms 609, 614, 616 and 631** along with the facilities on the fifth floor of the Exhibition Hall. The scope or items leased to Party B shall be determined based on the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Application Form, and the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Facilities Leasing Fee Schedule and Application Form issued by Party A.

- II. In order to avoid obstructing holding events (including meetings and exhibitions) by Party B, Party A may adequately adjust or change the scope or items leased, to achieve a more reasonable use of the Conference Rooms. Party A shall refund without interest, any price difference resulting from the said adjustment and shall not be liable for compensating any other damages sustained.

Article 5 *Application Procedures and Establishment of Lease Agreement:*

- I. Party B shall inquire from Party A in advance, regarding usage of the leased premises based on Party B's actual requirements for organizing an event. Party A's answer or quotation made in response to Party B's inquiry is for reference only prior to the leasing of the premises and shall not possess any legal effect or otherwise, before a formal written consent is obtained from Party A.
- II. Party B shall complete the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Application Form (Attachment 1) provided by Party A to submit a leasing application to Party A.
- III. The application procedure is completed after receiving a letter of approval from Party A in response to the application form completed by Party B in the preceding paragraph. The parties shall be deemed as having signed an agreement after Party B completes payment within the specified period.

Article 6 *Rent and Fees:*

- I. Rent calculated according to the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Fee Schedule (Attachment 2) formulated by Party A includes air conditioning, indoor general lighting, and basic cleaning fees, but does not include fees for cleaning Party B's exhibition booth(s), venue decoration and cleaning before and after the event, and removal of bulk waste left at the premises.
- II. The amount of rent required for leasing the conference room and facilities shall be based on the letter of approval from Party A, sent in response to Party B's application. In the event of any changes, rent shall be calculated based on the rental amount listed in the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Fee Schedule at the time of the change.

Article 7 *Payment Method:*

- I. Party B shall pay fees in the amount and period specified in the letter of approval from Party A.
- II. Supplementary fees must be paid in full, before the event concludes.

Article 8 *Change of Event Plan:*

In the event, the event hosted by Party B is canceled or rescheduled (limited to one change only; the time between the original and new date of the event may not exceed

three months) and it is necessary to increase or decrease the scope or period leased, Party B shall notify Party A in writing and may only make the change after obtaining approval from Party A. Supplementary payment or refund that is necessary due to a price difference after the change, shall be handled in accordance with Article 9 of these Regulations, otherwise Party B shall be obligated to pay rent according to the provisions of the original lease agreement.

Article 9 *Supplementary Payment and Refund:*

- I. When Party B changes event plans in accordance with the preceding article, rent already paid by Party B (or differences resulting from reducing the scope or period of lease) shall be handled as follows:
 - (I) If the notice of cancellation is delivered to Party A at least two months before the original date of the event, the rent is fully refunded without interest.
 - (II) If the notice of cancellation is delivered to Party A less than two months but at least one month before the original date of the event, the rent is fully refunded without interest if the scope or items originally leased to Party B is then leased to a third party, otherwise the rent shall be appropriated by Party A (rent for facilities and other fees will be fully refunded without interest).
 - (III) If the notice of cancellation is delivered to Party A less than one month before the original date of the event, 50% of the rent shall be appropriated and the remaining 50% shall only be refunded if the scope or items originally leased to Party B is leased to a third party, otherwise the rent shall be appropriated by Party A (rent for facilities and other fees will be fully refunded without interest).
- II. If the date of application is less than one month from the date of the event, refund for cancellation shall be handled in accordance with the third item of paragraph 1 of this article.
- III. In the event the Conference Room cannot be used due to force majeure or a severe incident, Party A shall refund rent for the Conference Room and facilities without interest to Party B, but will not bear liability for any other damages.

Article 10 *Notification and Implementation of Event Plan:*

- I. Party B shall attach the event plan, list of responsible persons, and equipment layout to the application form for review by Party A, so that Party A may make related arrangements.
- II. Events hosted by Party B may not disrupt public order or violate codes of decency in any way. Party B shall be fully responsible for maintaining order within the facility during an event, to ensure the safety of event participants.
- III. Party B shall gain approval from the competent authority for the event plan and shall bear all legal liability arising out of the event. Party B may not list Party A as an organizer, co-organizer, or sponsor without written approval from Party A.
- IV. Party B may not engage in any publicity specifying the event will be held in the

venue of Party A before receiving the letter of approval for leasing the venue from Party A, otherwise Party B shall bear all liability for damages sustained by both parties.

Article 11 *Limitations on Use of the Leased Premises:*

- I. The TAITRA Regulations for Management of Taipei Nangang Exhibition Center, Hall 1, TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Application Form, TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Fee Schedule, and Letter of Approval from Party A in Response to Party B and its Attachments are all deemed integral parts of the conference room leasing agreement. Party B shall read the materials carefully and thoroughly and abide by the terms and conditions. Any violation shall be construed as a breach of contract.
- II. Party B shall comply with the maximum capacity of each conference room specified in the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Application Form. Party A may restrain use of the conference room in the event the maximum capacity is exceeded, and may suspend the event for public safety when necessary. Party B may not claim compensation for any damages.
- III. Any conference equipment required by Party B for use in the conference room shall be leased from Party A or provided by Party B after gaining prior approval from Party A.
- IV. Food and beverages other than water are prohibited within the venue; all exceptions require prior approval.
- V. Party B and event attendees may not engage in actions that have been agreed to prior, or not relevant to the event in the conference room without written approval from Party A.
- VI. Party B may not sublet all or part of the scope or items of the leased premises to a third party unless with written approval from Party A.
- VII. The full name of the lessee must be specified on all advertisements, publicity materials, invitations, signs, and other documents related to the event hosted by the lessee.
- VIII. Retail sales in the conference rooms are prohibited.
- IX. Children under the age of 12 are prohibited from entering the conference rooms of the Exhibition Hall.
- X. If partition boards require construction in the conference room, the height of partition boards may not exceed 2.5 m on the fourth floor, may not exceed 2 m on the fifth floor, and may not exceed 2.2 m on the sixth floor. **The partition boards must maintain at least 45 cm from the ceiling and may not be covered on the top** in compliance with fire safety regulations.
- XI. Each conference room is equipped with 110V, 1500-watt AC power sockets. If

voltage requirements exceed the above specifications, the lessee is required to complete an application form requesting additional electricity; Nangang Exhibition Hall will contract licensed electricians to implement appropriate wiring. Additional contracting, wiring, and electricity fees shall be covered by the organizer(s). **Electricity may be supplied only after the Technical Support Section completes electric safety inspections.** Power must be switched off after activities have ended for each day. Separate applications are required for activities that require 24-hour power supply.

- XII. Hanging or posting advertisements and publicity materials on walls and from ceilings is strictly prohibited. The lessee may attach event-themed materials on the backboard of the podium using thumbtacks (the use of double-sided tape and staple guns is prohibited), and shall remove the themed material after the event concludes. Posters or signs may not be posted on any other walls and surfaces.
- XIII. For any matters not stipulated above, Party B shall notify Party A in writing and may only begin acting upon such matters after gaining approval from Party A.

Article 12 Insurance:

Party B shall purchase public liability insurance and third party liability insurance for use of the leased premises as needed. Party A shall not be liable for any accidents or incidents that occur through use of the leased premises during the leasing period.

Article 13 Compensation for Damages:

In the event the conference room, facilities or equipment is damaged by users of Party B (including employees or contractors) or event participants whether intentionally or by accident, Party B and the person incurring such an incident shall be jointly liable for damages.

Article 14 Termination of Agreement:

- I. In the event of any one of the following circumstances, Party A may terminate the agreement immediately, without notifying Party B:
- (I) Failure to pay rent for the conference room and facilities or other fees within the specified period, and failure to complete payment before the deadline after being notified.
 - (II) The event hosted by Party B violates government laws or regulations.
 - (III) Listing Party A as an organizer, co-organizer, or sponsor of the event without written approval from Party A.
 - (IV) Party B sublets all or part of the scope or items of the leased premises to a third party.
 - (V) The event does not match the description on the lease agreement.
 - (VI) Party B fails to make proper use of the scope or items leased and warnings

from Party A were ineffective.

(VII) Other actions that severely violate the purpose of the lease.

II. In the event Party A terminates the agreement in accordance with the preceding paragraph, Party B may not request refund of rent and fees already paid.

Article 15 *Change or Amendment to the Agreement:*

Any changes or amendment to the lease agreement shall be made in written form and approved by both parties, otherwise the change or amendment shall be deemed ineffective.

Article 16 *Jurisdiction:*

Any mediation or litigation arising from the lease agreement shall be subject to the jurisdiction of the Taiwan Taipei District Court.

Article 17 *Notification Address:*

Written notifications required in accordance with the leasing agreement shall be delivered to the following addresses:

Party A: Taipei City Nangang District Nangang Exhibition Hall

Party B: Address specified by Party B in the TAITRA Taipei Nangang Exhibition Center, Hall 1 Conference Room Leasing Application Form.

Article 18 For matters not stipulated in these Regulations, Party A may amend or update these Regulations when necessary.