

SPECIAL CONDITIONS

**RE: LEASING OF DISPLAY STRUCTURES - FURNITURE AND OTHER RELATED SERVICES
SMAU SAN FRANCISCO 2024
21 MAY 2024 – SAN FRANCISCO (CA)
INNOVIT – ITALIAN INNOVATION AND CULTURE HUB**

Article 1 – Subject of the lease

This Market Survey is for the leasing of display structures - furniture and other related services to be provided to the Italian Trade Agency for the official organization of the above-mentioned event, to be held at Innovit – Italian Innovation and Culture Hub, 710 Sansome Street, San Francisco (CA) – May 21, 2024.

Innovit has a total square feet of about 11,900 square feet and the event will be held at both ground level and below ground level. For more information, please visit www.innovitsf.com

We require the provision of the following elements:

- On site supply and set up of high tables, high chairs/stools and office chairs.
- Production, delivery and on site set up of 66 vertical signages.
- Production, delivery and on site installation of 1 acrylic sign.
- Leasing of 20 multiplugs.
- All transportation, costs (inbound and outbound), insurance.
- Dismantling of the display after the event (including the 66 vertical signages).
- Movement of a few pieces of current office furniture (2-3 office desks and 5-10 office chairs) between ground floor and floor -1 during setup and dismantling of the event.
- Removal and temporary storage of a few furniture pieces: see full list in the **Annex 3 Project - Furnitures to be removed (pag. 6-7)**.
- All other related labor and material.

Important note:

- **The location will be available for all the activities required for the setup of the event. (delivery, installation, furniture movement and storage) on both May 17th and May 20th from 9 am to 5 pm.**
- **The location will be available for the dismantling, pick up/drop off activities on May 22nd from 9am to 5pm.**
- The set-up must be carried out based on the Technical Description and Project .

Article 2 - Assembly, delivery and dismantle terms

The set up of the event must be completed by **Monday May 20th at 5pm (PST)**. This includes delivery and display of leasing furniture and vertical signages, pick up and temporary storage of current Innovit furniture, rearrangement of a few pieces of furniture between the two floors.

The dismantling and pick up must be completed by **Wednesday May 22nd at 5pm (PST)**, this includes the vertical signages, the leasing furniture as well as the return of Innovit furniture and the rearrangement of the furniture inside the space.

All work must be done in accordance with instruction of the Italian Trade Agency.

The Contractor is responsible for the disposal of any waste material during the setup and dismantling of the event.

Article 3 - Main obligations of the Appointed Contractor

The Appointed Contractor agrees to:

- Furnish the Italian Trade Agency with the displays in excellent condition, suitable for the use and in conformity with the US & State of California. To this regard, the displays and furnishings must be in accordance with the technical description of the project. The Appointed Contractor will also be required to respect all scheduling that has been established by the Italian Trade Agency.
- Abide to minor layout and orientation changes requested by ITA.
- Guarantee that the display is in top shape and suitable for the requested use.
- Replace, repair, or refurbish the displays to maintain from beginning to end the very same image and function.
- Restore the event space to its original condition at the end of the show.
- Provide ITA with the Certificate of workers compensation insurance.
- For information on comprehensive General insurance limits and the aggregate combined single limits for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, and liquor liability (if applicable), automobile liability insurance combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading, and unloading operators (if applicable), please consult the Italian Trade Agency.
- The insurance policies shall name as additional insured the Italian Trade Agency, the Italian Cultural Institute, the Fondazione Giacomo Brodolini SRL SB, their subsidiaries, contractors, and directors, employees, agents, and representatives.
- Certified copies of the certificates of insurance or policies shall provide that they may not be canceled without 30 days advance written notice to the Italian Trade Agency.
- If requested, certified copies of the certificates of insurance or policies, copies of additional insured endorsements, primary coverage endorsements and copies of policies satisfactory, shall be furnished to the Italian Trade Agency.
- For the whole duration period of the contract, in any case, the Appointed Contractor is responsible for the good behavior of its personnel and workers, being also liable for damages that such personnel and workers may cause (to persons and/or things and towards third parties) even outside of the specific working area.

Article 4 - Other obligations of the Appointed Contractor

The Appointed Contractor shall also, at no additional cost to Italian trade Agency:

- Lease small fixtures and components not included in the attached project that are necessary for the best display of the exhibit (supports, electrical sockets and similar) upon request of Italian Trade Agency representatives.
- Agree that the Italian Trade Agency reserves the right to ask for the replacement, at the expense of the Appointed Contractor, of all materials and/or installations which do not meet bid specifications, current laws and regulations or other regulatory requirements.
- Provide on-site qualified personnel to ensure that all related materials, installations, and equipment in use at Innovit are in working condition for the duration of the event.
- Return the space in the same condition as found before the installment activities.

Article 5 - Main obligation of the Italian Trade Agency – Payment

The Italian Trade Agency will provide payment, upon presentation of substantiated original invoices by the Appointed contractor, as follows:

- **20%** of the total amount after signing the contract and upon presentation of an original invoice;
- **80%** balance after the conclusion of the Exhibit and upon presentation of original invoice, after a successful final inspection of all work and supplies and on receipt of confirmation from the exhibition organizers attesting the removal was completed on time without causing any damage, and the area was returned to pre-exhibition conditions.

Please note: prior to the payment of the final invoice, a “Certificate of Regular Execution” will be issued by ITA, to certify that the service was fully completed in accordance with the terms agreed.



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Article 6 - Insurance requirements and duties of the Appointed Contractor

The Appointed Contractor should provide:

- Insurance coverage for all damages which might come to its employees, to the displays, and to the building and materials during all phases of the project from the set up to the dismantling and transport of the displays.
- Insurance coverage for the damages against third parties caused by the same persons and equipment. The Appointed Contractor is responsible for the workers employed and for any damages caused by them. The Italian Trade Agency can request the removal of any worker whose conduct reflects negatively on the image of the Italian Trade Agency.

Article 7 - Modifications of the Project

The Appointed Contractor should not make changes to the displays unless authorized in writing by the Italian Trade Agency and only in cases beyond its control.

Small variations of the arrangements of the furniture and display fixtures can be verbally agreed upon on site with Italian Trade Agency representatives.

Article 8 - Compensation for delays

Time is of the essence in this Bidding Agreement.

The setup of the event must be completed in its entirety **by 5:00pm (PST) on Monday, May 20th, 2024.**

If this deadline is not met, the following penalties will be applied:

▶▶ delay of up to 6 hours:	10% deducted from total contract price
▶▶ delay beyond 6 hours when late delivery allows Italian Trade Agency (in its sole judgment) to provide the services customarily provided to Italian exhibitors at trade shows such as the Exhibit:	20% deducted from total contract price
▶▶ delay beyond 6 hours when late delivery does not allow Italian Trade Agency (in its sole judgment) to provide, in whole or in part, the services customarily provided to Italian exhibitors at trade shows such as the Exhibit:	50% deducted from contract price plus consequential damages
▶▶ quality of the services required not conformed to the Technical Description:	10% to 20% deducted from total contract price

In the event that all the required furniture ad related activities are not completed by May 22nd 2023 5pm due to the Appointed Contractor’s failure to deliver and perform the tasks requested that conforms to the awarded bid or conforming to Italian Trade Agency’s specifications as otherwise mutually agreed upon, or due to failure to deliver in accordance with the terms of this Bidding Agreement, the Appointed Contractor will pay Italian Trade Agency any and all damages, including any consequential damages, incurred due to such failure to deliver, and will indemnify Italian Trade Agency as provided hereunder.

Article 9 – Report on review and return of Setup

Upon completion of the event setup and before opening of the event, Italian Trade Agency and the Appointed Contractor shall sign a written report containing the descriptions of the event setup and the conditions thereof.

Upon conclusion of the event, the Appointed Contractor will issue a full release of responsibility and indemnity to the Italian Trade Agency.

Article 10 – Applicable Law; Invalidity and Miscellaneous Provisions

- Assignment. No right, interest or obligation of the Appointed Contractor in, or arising under, this Bidding Agreement may be assigned to any third party (by operation of law or otherwise) without the prior written consent of the Italian Trade Agency in its sole discretion.
- Integration; Waiver; Modification. This Bidding Agreement, and all documents referenced herein, constitutes the entire agreement between the parties with respect to the matters set forth herein; any and all prior agreements, whether written or oral, with respect to the



matters set forth herein, are superseded by this Bidding Agreement. No waiver, amendment, or modification of any provision of this Bidding Agreement shall be effective unless in writing and executed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising a right, power or remedy under the Bidding Agreement shall operate as a waiver of any such right or other right, power or remedy unless as specifically provided in this Bidding Agreement.

- **Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be reasonably requested in order to fully carry out the intent and purpose of this Bidding Agreement.
- **Applicable Law; Invalidity.** This Bidding Agreement shall be governed, construed, and interpreted in accordance with the substantive laws of the state of California. If any provision of this Bidding Agreement shall be held to be contrary to law, the remaining provisions shall remain in full force and effect and the invalid provision shall be reformed to the extent possible to give effect to the intended meaning and purpose.
- **Attorneys' Fees.** In the event, any legal action or other proceeding is commenced between the parties hereto concerning this Bidding Agreement or the rights and obligations relating thereto, the party prevailing in such legal action or other proceeding shall, in addition to such other relief as may be awarded, be entitled to recover costs and attorneys' fees that are reasonable under the circumstances.
- **Force Majeure.** No failure or omission by a party to this Bidding Agreement to carry out or observe any of the terms or conditions of this Bidding Agreement shall give rise to any claim or be deemed a breach of this Bidding Agreement if such failure or omission arises from war, riot, natural disaster, act of God, unavailability of materials, delays caused by regulatory agencies, or any other cause reasonably beyond the control of a party to this Bidding Agreement. In the event that a party to this Bidding Agreement is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Bidding Agreement for any cause set forth above, such party shall give a written notice to the other as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult with each other and take necessary measures for the resolution of the matters so prevented or hindered.
- **Survival.** The agreements, representations, warranties, duties and obligations as set forth in this Bidding Agreement, to the extent consistent with the intent and purpose of this Bidding Agreement, shall survive termination of this Bidding Agreement.
- **Mutual Drafting.** This Bidding Agreement shall be deemed mutually drafted by the Italian Trade Agency and the Appointed Contractor or any other contractor submitting a bid hereunder; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision.

Article 11 – Signature of Contract by the Appointed Contractor

The Appointed Contractor must send the signed contract to the Italian Trade Agency **by 3 working days from receiving it.** Otherwise, the Italian Trade Agency has the right to assign the contract to another Contractor.

Article 12 - Minimum time period during which the Appointed Contractor remains under contractual obligations

From the date the Appointed Contractor signs the contract, the Contractor remains under contractual obligations until **June 21st, 2024**, and, in any event, until ITA issues a "Certificate of Regular Performance" certifying that the service has been fully completed in accordance with the agreed upon terms.

Article - 13 Contract Resolutions

In case the Appointed Contractor does not abide by all the Rules and Regulations of the Italian Trade Agency's bid, the Italian Trade Agency has the right to cancel the contract.

Article 14 – Competent Jurisdiction

Any dispute arising under or in connection with this contract shall be exclusively decided by the Court of Los Angeles according to the Law of the State of California.