

BAAJAA GAAJAA 2011: Music from 21st Century India (hereafter the "Event") is initiated by Underscore Records Pvt. Ltd. (hereafter the "Organizer") having its registered office at 39 B, MIG Flats, Motia Khan, Paharganj, New Delhi 110 055, to bring together professionals in the Music business, particularly, artistes, Publishers, Artiste Managers, indie Record Labels, Producers and Distributors of audio and video products and, more generally, any person whose operations are directly related to the music field, provided these do not prejudice the aims and objectives of the Organizer and Event in any way whatsoever. The Event will be held at Ishanya, Opp. Golf Course, Shastri Nagar, Yeravada, Pune 411 006 (hereafter the Venue). Stalls are provided on payment of rental charges to an individual, organization, company and/or any other agency desirous of exhibiting and selling products related to music from India (hereafter the Exhibitor).

### Mandatory:

All Exhibitors are required to display and/or make available for sale only material that is related to music from India. In case of any doubt please email info@BaajaaGaajaa.com for further details.

Exhibitors are requested to read SECTION A, SECTION B, SECTION C, and SECTION D, before filling in the Exhibitor Registration Form in SECTION E and the terms of acceptance in SECTION F.

### **SECTION A**

### General Information About Stalls And Registration Process

- Stalls will be allotted on a first come first served basis.
- An Exhibitor can hire more than one stall on payment of the rental charges for each of the stalls.
- Stalls cannot be hired jointly by more than one Exhibitor
- This form should be completed in CAPITAL LETTERS and sent to the Organizer not later than January 15, 2011 at its Registered Office Address: 39-B MIG Flats, Motia Khan, Paharganj, New Delhi 110055.
- Exhibitor Registration forms will be accepted till January 15, 2011 subject to availability of stalls.
- Processing of forms will be suspended on the available stalls being booked or on the expiry of the time limit set above, whichever is earlier.
- All other applications received will be waitlisted sequentially as per date of receipt of the forms.

- In case of cancellation of registration, waitlisted applicants will be given first preference.
- The Exhibitor Registration Form should be accompanied by 100% rental charges payable in advance. Payment is to be made by Demand Draft / Pay Order in the name of Underscore Records Pvt. Ltd., payable at Delhi only. If any forms are received without the proper payment, the same will not be considered for registration.
- All material, products, brochures, information to be used, displayed, distributed and sold in the Exhibition are subject to the approval of the Organizer, whose decision in this regard is final and binding. In case the Organizer does not approve of the material provided by an applicant, rental fee will be refunded.
- Exhibition timings are from 11 AM to 8 PM on 4, 5 and 6 February 2011 only. Set up time will be provided from 3 PM to 6 PM on 3 February, but sales will not be permitted during these hours. Exhibitors are required to strictly adhere to these timings.
- Exhibitors are required to clear their stalls of all their goods/ merchandise before 12 noon on 7 February 2011 failing which the goods/ merchandise would be dealt with and disposed of as deemed appropriate by the Organizer.
- The Organizer reserves the right and discretion to refuse participation in the exhibition and this decision is final and binding.
- The Exhibitors are required to make their own arrangements for transport, storage, lodging and boarding.
- It is recommended that the Exhibitors comprehensively insure themselves and their products and tools. The Organizer and its Presenting Partners do not accept responsibility for any damage to, or loss of life and property of any Exhibitor and/or his/her/its representatives.
- The mode of payment for products sold by the Exhibitor can be decided by the Exhibitor.

### **SECTION B**

### Information And Rental Charges For Stalls

#### Size of stalls

- 3m x 2m each
- Pre-fabricated stalls constructed in Octanorm type pre-fabricated display system. (Important: Please note that pamphlets / posters of the Exhibitors can be stuck on the laminated sheets with double-sided foam tape. Nails / Screws / Fevicol or Fevikwik / Rubber Solution etc are not allowed.)

#### Facilities in the stalls

• Each stall of size 3m x 2m would be provided with three spotlights, one system counter, two folding director chairs, one name of the occupant on the fascia, one 5-amp plug point on request. Any additional requirements will be charged on actual. We will appreciate if the additional requirements are communicated in writing at the time of booking the stalls.

# Extra items would be provided at the following rates Rental Charges

Rs. 150/- each
Rs. 150/- each
Rs. 450/- each
Rs. 600/- each

(v) System Counters Rs. 350/- each (vi) Folding Director Chairs Rs. 75/- each (vii) Cushioned Roller Hydraulic Stools Rs. 600/- each (viii) Cushioned Roller Hydraulic Chairs Rs. 600/- each (ix) Wooden Shelves Rs. 50/- each (x) Glass Shelves Rs. 150/- each (xi) Glass Topped Round Tables (33"diameter) Rs. 600/- each (xii) Brochure Stand Rs 600/- each (xiii) Sideboard Rs. 600/- each (xiv)Jewellery Counters – 1m x 0.5m x 1.0m Rs. 1250/- each (xv)Jewellery Showcase -0.5m x 0.5m x 2.4m Rs. 2500/- each

Plus Service Tax @ 10.3%

#### Rental for each stall

Rs.10,000/- for 3 days.

(Please note: Service Tax would be charged at the rate of 10.3% on the total billed amount, as per **Government regulations**)

### **SECTION C**

### Rules Applicable To Exhibitors

- In view of the need to protect all the participants in the Event against piracy, each Exhibitor will expressly refrain from offering or proposing, in any form whatsoever, in particular by means of just catalogues and/or brochures, exploitation of products or rights in breach of the laws governing intellectual property rights and similar rights.
- Furthermore, the Exhibitor indemnifies the Organizer and the Event in case of any legal proceedings arising inter alia from breach of the laws governing intellectual property rights and similar rights or from disputes of any kind.
- Access shall be refused to those Exhibitors refusing to comply with and effectively implement security norms or checks.
- Exhibitors are required to wear the Organizer-issued photo identity cards at all times on the premises and are required to produce the same when required by Organizer/Venue personnel or other security personnel.
- More generally, each Exhibitor hereby guarantees that its offer of products and/or services does not contravene laws, public order and the applicable regulations. Notably, each Exhibitor acknowledges that he/she/it is strictly forbidden to exhibit and/or sell products and/or services that are illegal, offensive, and illicit, or result from illicit activities, and that it is also strictly forbidden to nonauthorised parties to propose products and/or services, which result from, regulated activities. In this respect, in case of infringement of the applicable regulations. Exhibitors may face legal proceedings, without prejudice to any measures that the Organizer reserve to take in order to put an end to the trouble.
- The Exhibitor can exhibit and distribute information and brochures and/or sell material and products as set out herein below (please note that this list is only indicative and not comprehensive, and Exhibitors are requested to fill-in details pertaining to this clause in the Exhibitor Registration Form to ensure early allotment of the stall/s):
- a. Cds / VCDs / DVDs related to music

- b. Books on music
- c. Merchandise such as posters, T-shirts, cards, stationary, related to music
- d. Audio and video equipment
- e. Insurance and other financial investment programmes beneficial to musicians, craftspeople and others involved in the field of music
- f. Packaging material for music albums
- g. Packaging material or flight cases for musical instruments
- h Musical instruments
- The Exhibitor is obliged to take note of and to comply with health and safety regulations measures laid down by the Public Authorities or by the management of the venue or that may be adopted by the Organizer.
- The display, distribution and sale of material and products listed by the Exhibitor in the Exhibitor Registration Form are allowed only within the stall/s hired by the Exhibitor.
- The Organizer will not provide any amplification system in each stall. Exhibitors are requested to encourage customers to listen to recorded music in their stalls on headphones in order to avoid disturbance to others at the Venue.
- The Organizer recommends that the Exhibitor issues bills for products sold. The Exhibitor will be solely responsible for any legal action that may arise out of non-issuance of such bills.

### **SECTION D**

### Organizer's Obligations And Rights

- The Organizer undertakes to ensure that the Event is properly conducted every day from 4 to 6 February 2011, subject to force majeure clauses, which are as follows:
- I. Act of God.
- II. Fire, explosion, cyclone, floods, earthquakes.
- III. War, revolution, acts of public enemies' blockages or embargo or riots;
- IV. Any law, order, proclamation, ordinance, demand or requirement of any government or authority or representative of any such government, including restrictive trade practices or regulations.
- V. Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or,
- VI. Any other circumstances beyond the control of the parties affected.
  - The dates may however be changed by the Organizer, in addition to an unforeseen circumstance or force majeure, without the participant being able to object to this or to claim any compensation, if it was in the interest itself of the event, in view of its purpose and its international character, that such a change should take place, with the Organizer being responsible for notifying the Exhibitor of such in writing as soon as possible in the light of the circumstances.
  - In the case of non-availability of the premises planned for running the Event, for reasons outside the Organizer's control (such as administrative measures, unilateral decisions of the venue owners etc.) or in the case of force majeure, the Organizer may cancel the event outright after notifying the Exhibitor of such. In this case, the Organizer will refund the registration fees received from the Exhibitor.
  - The Organizer is exempt from any liability for any or loss, damage, injury, costs and expenses generally (including interference with possession or quiet enjoyment and any commercial harm or loss) that might be suffered by the Exhibitors for any reason whatsoever, and in particular for delay

in opening, premature shutdown of the event, closure or destruction of stands, fire and any accident, etc.

- The Organizer reserves the right to ban or to limit sales involving immediate delivery on the spot to the purchaser.
- The Organizer reserves the right to inform the public through print, electronic and web media and other information channels, the names of Exhibitors and their products displaying, distributing and selling their material and products at the Event.

## **SECTION E**

### Registration Form

l.	Particulars of Exhibitor	To be filled in by Exhibitor
	Name of Individual	
	Name of company	
	Name of organization	
	Name of firm	
	If non-individual participant, year of establishment/incorporation/registration	
	Number of persons representing the company/organisation/firm at the Venue	
	Address	
	City	
	Country	
	Pin Code	
	E-mail Id	
	Telephone (O)	
	(R)	
	(Cell)	
	Fax No	
	Telegraphic Address	
	Web site / blog	

Billing Address				
City				
Country				
Pin Code				
E-mail Id				
Telephone (O)				
(R)				
(Cell)				
Fax No				
Name and contact details of person/s manning the stall				
2 Whether you are involved in any of the following (	tick whatever is applicable):			
Publishing of music Production of music Distribution of r	music			
Duplication/Replication of CDs/VCDs/DVDs				
Designing Packaging				
Record Collecting Audio engineering for recordings				
Licensing of music				
Publishing of books on music/dance				
Merchandising of products related to music				
Retailing of CDs/VCDs/DVDs				
Wholesaling of CDs/VCDs/DVDs				
Importing of CDs/VCDs/DVDs				
Exporting of CDs/VCDs/DVDs				
Legal Consultancy Financing, investments, insurance for the field of music	musicians, craftspeople and others working in			
Instrument making				
PR Consultancy Website designing and/or maintenance				
Print media				
Electronic media, including radio				

Onl	ine media Film/TV/ Online music programme produ	action
Buy	ring content related to music for television programm	mes
Oth	ers (please specify)	
3	List of products to be exhibited and/or sold like CDs, DVDs, books, instruments, etc. (Please note that no products other than those listed here by the Exhibitor will be allowed for display and/or sale)	
4	Number of stalls required	
5	Additional requirements in stall/s	
SI	ECTION F	
Te	rms Of Acceptance	
the	undersigned acknowledge/s that he/she/they has/h Rules relating to the hiring of stalls at BAAJAA vided in this document, and agree and undertake to c	A GAAJAA 2011: Music from 21 Century India,
Plac	ce:	Signature
Date	e:	Name:
Des	ignation:	Seal: