

SPACE CONCESSION CONTRACT IN TEMPORARY EVENT

In Madrid, to _____ of _____ of 2024.

On the one hand, Orianna Zancanaro, of legal age with NIE Y6401515-P, and address at Calle Clara del Rey 39 Madrid, 28002 who intervenes on her own behalf as organizer of the Magnolia Showroom event, and who in hereinafter and for the purposes of this contract it will be called MAGNOLIA.

On the other hand, Mr./Ms. _____, of legal age, with PASSPORT number _____ of _____ acting in the name and representation of _____, society domiciled in _____ with _____ number _____ and who from now on and for the purposes of this contract will be called THE BRAND

MAGNOLIA and THE BRAND will be collectively referred to as the "Parties" and individually as one or the "Party".

Both parties recognize each other in the qualities that they have sufficient capacity to contract and bind themselves and, by virtue of this,

MANIFEST

I.- That MAGNOLIA is dedicated to carrying out fashion events for BRANDS.

II.- That LA MARCA is a company dedicated to the manufacturing and/or marketing of fashion products under the distinctive sign _____, of which he is the owner.

III.- That MAGNOLIA will hold an event on **June 14 and 15, 2024** at the address C. de Juan Ramón Jiménez, 37, Chamartín, 28036, Madrid, **Rubaiyat Restaurant, LA MARCA** being interested in temporarily acquiring a space determined by **MAGNOLIA** within the facilities of the aforementioned address (hereinafter, "the facilities") for the exhibition, presentation and sale of their products during the two days of the event within the deadlines, hours and other conditions established in this contract.

That in light of the foregoing, it is the will of both parties to enter into a contract for the provision of services and concession of space. temporary in event, which will be governed by the following clauses:

CLAUSES

- 1. THE BRAND** will assume all responsibility for its merchandise, personal property and that of its collaborators and the management of it during the event. You will be responsible for setting up and taking down your exhibit, as well as any management related to your brand during the event. **The BRAND** will also be responsible for hiring and supervise its own staff. **THE BRAND** expressly releases, waives and exempts **MAGNOLIA and the space** from any liability, cost, damage or other obligation relating to the adequacy or assembly within the space, as well as as for any damage or injury to any property or person, inside or near the event.
- 2. The** price that **THE BRAND** must pay for the use of the space granted in order to participate in the event **MAGNOLIA SHOWROOM** is **420 EUROS plus VAT**. Payment must be made to the bank account: **BANK SANTANDER ES82 0049 6666 4720 1626 0416 In the name of Orianna Zancanaro SWIFT: BSCHESMM . TO** **Upon signing this contract, the entire amount must be paid.** Participation is not It is guaranteed until receipt of proof of payment of said amount.
- In the event that, once this contract has been signed, **THE BRAND** cancels its participation in the event. **MAGNOLIA** or cannot attend for any reason, including cases of force majeure, **THE BRAND** will lose the 100% of the amount paid established in the previous clause and will not have the right to compensation and/or refund of the payment for participation, nor will you receive any type of compensation, even when the withdrawal is due to reasons beyond the control of **LA MARCA**. **LA MARCA** accepts that it will make provisions for possible unforeseen events.
- MAGNOLIA** will provide planning, management and organization services for the aforementioned event, where **LA MARCA** will exhibit its products alongside other brands and entrepreneurs. **MAGNOLIA** will not be responsible for the sales made during the event nor will it guarantee them to **THE BRAND**, since commercial transactions They are independent of their services. **THE BRAND** expressly releases **MAGNOLIA** from any liability related to business performance or losses during the event.

Name and ID or passport:

Signature of representative:

5. Among the functions of **MAGNOLIA**, it will be in charge of: Controlling the development of the event for its good operation, coordinate and supervise assembly and disassembly, select participating brands, inform **THE BRAND** about possible changes, unforeseen events, and provide relevant information and details about the event to participants and visitors. Likewise, **MAGNOLIA** and its work team will be attentive to the needs of the public attending the event.
6. **THE BRAND and MAGNOLIA** undertake to disseminate advertising material generated by **MAGNOLIA** on their networks social.
7. **THE BRAND** undertakes to respect the following rules for the occupation of the space from the assembly to the dismantling of the event:

SCHEDULE: The event will take place on **June 14 and 15, 2024**, from 5:00 p.m. to 11:00 p.m.
The BRAND must set up its space one hour before the start of the event and will have one hour to dismantle after its end.

THE BRAND must participate in **MAGNOLIA** at the established time. The passage of boxes, suitcases, furniture and merchandise to the public once the event has started is strictly prohibited.

ASSISTANCE: THE BRAND agrees to attend the day the event will last and to remain at the time established in this contract, collecting the merchandise and furniture only after the time scheduled for disassembly.

CARE OF THE FACILITIES AND CLEANING: THE BRAND must return the space in the same conditions in which it was delivered, clean and free of furniture, merchandise or other materials. Otherwise, the invoice resulting from the removal of the volume of abandoned material will be affected. Cleaning the space is the responsibility of **THE BRAND** and it must be responsible for managing the waste generated at the end of each day of the event.

Any damage caused by **THE BRAND** and its representatives or personnel in charge to the space where **MAGNOLIA** will take place, to the works of art present, furniture or any structure or object in the space, will be passed on to **THE BRAND**, who will directly assume the costs. economic damages, including those damages caused by third parties hired by him or subcontracted by his collaborators.

LA MARCA representatives who wish to take lunch breaks must do so outside the exhibition spaces.

LOCATION OF THE SPACE: It will be the sole decision of **MAGNOLIA** the location and assignment of the position of the **LA MARCA** exhibition space within the space which will be indicated on the day of the event and **may have a maximum of one (1) companion.**

THE BRAND will not have the right to locate in any space other than that indicated by **MAGNOLIA. THE BRAND** accepts that the size or characteristics of the exhibition spaces may differ from each other due to the particularities of the location, without this being able to generate any type of claim, compensation, refund or return of the amounts paid by **LA. BRAND.**

EXTERNAL PERSONNEL: THE BRAND accepts and undertakes to comply, and to make its employees, sales personnel, contractors, assistants, guests, visitors, service providers or any person related to **THE BRAND** comply with the rules of the space and, in general, from **MAGNOLIA.**
THE BRAND will be fully responsible for ensuring that they comply with the regulations.

FURNITURE: THE BRAND must plan its exhibition and be responsible for the respective investments and for bringing **the exhibition furniture and lighting to the event to condition its space** according to the indicated guidelines, references and suppliers indicated via email by **MAGNOLIA** after signing the contract. , not exceeding at any time the measurements and specifications sent.
MAGNOLIA is not responsible. **THE BRAND did not carry the necessary lighting equipment** to condition its space, this could not generate complaints or claims.

THE BRAND must plan its exhibition and be responsible for the respective investments and for bringing the exhibition furniture and lighting to the event to condition its space according to the instructions, references and suppliers indicated via email by **MAGNOLIA** after signing the contract, adjusting in all respects. moment to the measurements and specifications sent.
MAGNOLIA is not responsible in the event that **THE BRAND** does not carry the instruments and/or lighting accessories necessary to condition its space, and this cannot generate complaints or claims against **MAGNOLIA.**

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The space granted for the brand will be delimited only by **one (1) permitted furniture**. If **THE BRAND** needs more than (1) furniture, it must pay the value corresponding to the number of spaces it needs according to the price stipulated in the second clause.

In the **exceptional** case that **MAGNOLIA** supplies some type of furniture, this will be subject to availability at the time. **THE BRAND** accepts that the size or characteristics of the possible available furniture supplied may differ from each other due to the peculiarities of the furniture available in the space, without these differences or the lack of availability of the same (furniture) being able to generate any type of claim, compensation, reimbursement or return of the amounts paid by **THE BRAND**.

IT IS PROHIBITED: for the brand to carry and display additional furniture to the permitted furniture, not being able to display additional furniture such as: Tables, chairs, decorative objects, auxiliary tables, roll-ups, paintings, tablecloths, screens, banners, backings, mannequins or making decorations that are not permitted. approved at the exhibition, etc. The **BRAND** logo must be no larger than 35 x 17cm. If **THE BRAND** refuses to comply with these conditions during **MAGNOLIA**, it reserves the right to cancel your participation without the right to compensation or refunds of the amount paid.

DISPLAYS: In the event that **THE BRAND** exhibits its products on a table, it must submit a proposal for exhibitors for approval by **MAGNOLIA** to the email showroommagnolia@gmail.com. **LA MARCA** accepts that **MAGNOLIA** staff and representatives can make changes to **LA MARCA**'s exhibition, before and during the event.

ASSEMBLY AND DISASSEMBLY: **THE BRAND** is responsible for the tasks and costs of assembly and disassembly in the exhibition space and has the obligation not to damage or deteriorate the space and common areas thereof in the handling and transfer of merchandise and furniture, assuming all and each of the costs of such work, as well as the possible damages, defects and losses that may be caused by not having carried out its obligation. No decorative objects may be attached to the walls, painted, drilled, nailed, drilled, or any element on the surfaces of the space, or any action that involves modifying the space and its current state.

On both the first and second day of the event, at the end of business hours, the brand must take care of dismantling its exhibition and removing all its belongings, merchandise, displays and furniture. The space must be free of merchandise and furniture must be delivered as it was received.

EXHIBITION AND MERCHANDISE: **MAGNOLIA** has the autonomy to make a selection of **THE BRAND**'s products if required, taking into account the aesthetics and concept of the event.

THE BRAND may not store boxes or merchandise under, behind or next to the furniture where its products are displayed. The exhibition area must be completely clear, therefore, merchandise containers must be removed from the space by **THE BRAND** or one of its representatives. There is the possibility that **MAGNOLIA** makes a space available for the storage of boxes and suitcases during the event, but this will be subject to the conditions of the space where the event takes place. **MAGNOLIA** cannot guarantee storage space for **THE BRAND**, therefore, it must make provisions. **MAGNOLIA**, nor the space, will be responsible for the loss, misplacement or deterioration of merchandise, boxes, furniture and suitcases left in the storage location or for any merchandise of **THE BRAND** as indicated in clause 1.

If **THE BRAND** is a multi-brand store, representative or distributor of several brands, it must send lists of the brands that will be displayed on the day of the event for approval. It may be the case that some brands or products may have restrictions on their participation in **MAGNOLIA**.

IT IS PROHIBITED: Within the space it is strictly prohibited, and **THE BRAND** undertakes not to allow, the following: smoking or the use of any drug; bring animals; carry or use any type of dangerous, flammable, corrosive or explosive articles or materials; obstruct access to exits and emergency equipment; carry out any annoying, dangerous, harmful and/or unhealthy, illegal or illicit activity; and use any element or facility of the Space for purposes other than that for which it was originally intended.

If **THE BRAND** is not gastronomic, at no time may it display, give or sell food or drink in its exhibition space or within the space.

8. If **THE BRAND** is for food and/or beverages, it declares that it has and has in force all activity licenses, permits and health records to be able to sell and/or offer food and beverages to taste at **MAGNOLIA**.
9. **THE BRAND** authorizes **MAGNOLIA** to use its trademarks as logos, images and photographs of its products and of the brand's representatives before and after their participation in the event.

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Signature of representative:

10. The services offered by the location where the event will take place, such as: bar or restaurant service, are not included in the amount paid for participation and all consumption will be borne by **THE BRAND** and at no time borne by **MAGNOLIA** or of space, nor will they be considered free.
11. **THE BRAND** authorizes **MAGNOLIA** to use its graphic, photographic and audiovisual material, whether provided by it, taken by **MAGNOLIA** from its website or social networks, or material generated by **MAGNOLIA** during the event. , for use in any media, including the **MAGNOLIA** website , social networks and promotional material, as well as for transfer to the press and media if applicable. Specifically, the rights of reproduction, distribution, public communication and transformation are transferred to these materials, for use in any medium and format, throughout the world and until they fall into the public domain. **THE BRAND** also assigns to **MAGNOLIA** the image rights of any persons who may appear in the photographic or audiovisual material provided to **MAGNOLIA**, for its exploitation in the broadest possible terms throughout the world and for an indefinite period, including the possibility of assigning it to third parties. The foregoing will not imply the receipt of additional fees by **THE BRAND** beyond the price agreed in the second clause.

MAGNOLIA has the right to use these materials either with express mention of **THE BRAND** or without any mention. However, **MAGNOLIA** will not be responsible in the event that the press or communication media do not provide the corresponding credits or mentions to **THE BRAND** in the use of these materials.

12. **THE BRAND** expressly authorizes **MAGNOLIA** to use its trademarks and distinctive signs such as logos, images of the brand representatives before and after their participation in the event, both on its website and on social networks. and in any other means of our own or of third parties.
13. **THE BRAND** declares and guarantees that it owns all the intellectual and industrial property rights over the graphic, photographic and audiovisual material published on its platforms and social media profiles and that provided to **MAGNOLIA**, as well as the image rights of any persons who could appear in them. Consequently, you are responsible to **MAGNOLIA** for any claims that you may receive from third parties due to the use of these materials.
14. In the event that **MAGNOLIA** mediates the loan of **LA MARCA** products for the media, press, stylists or others. **MAGNOLIA** is not responsible for the loss or deterioration of the products, with the understanding that **MAGNOLIA** will only act as an intermediary for the delivery and will not be responsible for the management or handling of the products.
15. **THE BRAND** is not authorized to make visits to the space on dates prior to the event, understanding that only **MAGNOLIA** has this space on the days of the event and is the only one authorized to make visits and procedures within it, therefore, **THE BRAND** You will not be able to interfere with the activity of the space at any time prior to these dates.
16. **MAGNOLIA** may promote the participating **BRANDS** through its social networks, reserving the right to publish photographic and audiovisual material from brands that do not provide quality material or whose aesthetics are not consistent with **MAGNOLIA's social networks**.
17. **MAGNOLIA** is not responsible for theft, loss, or damage to articles or furniture from assembly at the end of the event.
18. **MAGNOLIA** reserves the exclusive right to redefine: a) The marketing strategy of the event, the forms of action, as well as the relationships with other brands or clients; b) The communications strategy, date assignment, allocation of spaces and furniture at the event, participation of sponsors and allies, opening and closing times of the event, maximum capacity allowed, number of participants, presence of brand collaborators and team sales, participation of logistics allies, control systems, among others.
Without this generating claims or being the cause of refunds and/or returns.
19. It is understood and **THE BRAND** accepts that if for any reason or circumstance beyond **MAGNOLIA**, the event cannot be held, **MAGNOLIA** is not responsible for any damages of any kind that **THE BRAND** may suffer.
20. In case of exceptional circumstances or force majeure, such as strikes, fires, floods, power failures, pandemics and/or others beyond the control of **MAGNOLIA**, **MAGNOLIA** will have the autonomy and reserves the exclusive right to postpone and/or shorten the event without any responsibility other than to communicate to **THE BRAND** the decision adopted in writing and without this being able to generate any type of claim, compensation, reimbursement or return of the amounts paid by **THE BRAND** and it accepts it.
21. In the event of postponing the event, **MAGNOLIA** is not responsible if **THE BRAND** could not participate on the new dates set. **THE BRAND** states that given the possibility of this situation it will accept the new dates

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Signature of representative:

guided by **MAGNOLIA**. It is the knowledge of **LA MARCA** that if you do not participate in the new dates it will be your responsibility, without you having the right to compensation and/or refund of participation.

22. **THE BRAND** guarantees that the products exhibited at the event are its exclusive property and possession, that they do not infringe intellectual, industrial or image property rights of third parties nor are they the subject of claims, trials or pending lawsuits.
23. **THE BRAND** may not transfer or assign its space to third parties, nor may it postpone its participation to future events.
24. **MAGNOLIA** may change the location, location, date and times of the event for any reason, without the right to compensation and/or return of participation to **THE BRAND**.
25. In no case will this contract be considered a lease, given that the purpose of this contract is the use of a space designated by **MAGNOLIA** for a specific time in order to hold a temporary event there, without in any case having the possession or free disposal of the assigned space.
26. **THE BRAND**, including its representatives, third parties hired by it or subcontracted by its collaborators, assistants, employees, service providers and/or sellers, must comply with all current obligations and regulations regarding labor, legal, social security tax and any other derivative of its products. **MAGNOLIA** is not responsible for any failure to comply with the aforementioned obligations by **THE BRAND**.
27. **THE BRAND** must take out civil liability insurance or other multi-risk insurance for goods and equipment, which covers personal and material damage from the signing of the contract until its completion.
28. **THE BRAND** is obliged to observe or, where appropriate, to demand from the natural or legal persons with whom it may subcontract any services related to the event, strict compliance with legislation on safety and hygiene at work, responding, in particular, of the damages that may arise from any type of accident. Likewise, **LA MARCA** expressly declares that it has insured its personnel against accidents, as well as covering social insurance and other labor and tax obligations provided for in current legislation. Likewise, it exonerates **MAGNOLIA** from any liability that may arise from failure to comply with these obligations.
29. The obligations generated by the signing of this contract bind only the parties under the understanding that it is their will to enter into a contract for the concession of temporary event space, and therefore, the existence of any type of employment relationship will not arise from this. between the representatives and/or workers of both parties and expressly establish that they sign this contract with the understanding that neither party is an agent, agent, represented, representative or associate of the other, since both contracting parties will act independently and autonomously, and To that extent, they will be able to organize freely.
30. The parties declare that there is no de facto partnership, joint accounts or other collaboration contract between them because their only intention is to enter into an agreement to grant temporary space at the event.
31. Each of the parties will be individually responsible for the taxes, fees or contributions that may be generated by the activities carried out in the execution of this contract. Likewise, each of the parties will be liable to its creditors, suppliers and third parties for the obligations assumed in the development of its activity without the other party being in any case guarantor, guarantor, or guarantor of the other.
32. The official means of communication for the contractual relationship and for questions from **MAGNOLIA** will be only through the email showroommagnolia@gmail.com.
33. **MAGNOLIA** reserves the right to terminate the participation made by **THE BRAND** even once the event has begun due to: non-occupancy of the space on the day of the event or at hours outside of those agreed upon, non-compliance with any of the clauses mentioned in this contract and/or inappropriate, discriminatory and/or abusive conduct that disrupts order and compromises the security, morale and harmonious development of the event, leaving **THE BRAND** without the right to compensation or refunds of the amounts paid.
34. **MAGNOLIA** may also terminate the contract unilaterally before the celebration of the event, without having to allege any cause, notifying **THE BRAND** at any time and proceeding in such case with a full refund of the amount paid as long as **THE BRAND** provides the bank details within 24 hours of receiving the notification. **THE BRAND** will not have the right to receive any additional amount due to this circumstance.
35. **THE BRAND** undertakes to keep secret and not disclose, reveal, use, copy, market or publish to third parties, in part or in whole, the information agreed upon in this agreement, whether orally, visually, digitally, written and/or in any other tangible form. Likewise, you agree to keep strictly the Name and ID or passport: Signature of the representative:

confidentiality with respect to all documentation, data, material and, in general, any information that was directly or indirectly obtained during the term of this agreement.

36. The legislation applicable to this Contract will be that in force in the territory of Spain.
37. The parties agree to submit any doubt regarding the interpretation and execution of this contract and for the resolution of any controversy that may arise in relation to it, they submit to the Courts of Madrid capital, waiving any other jurisdiction that may apply. .
38. The data included in this contract and those others exchanged between the parties to enable the object of the contract, will be processed by the other party in order to allow the development, compliance and control of the contractual relationship, with the data being kept throughout the period. time in which it subsists and even after, until the eventual responsibilities derived from it expire. The legitimation of the treatment is the execution of the contract. No transfers of this data will be made, except to Courts and Tribunals, public notaries in the event of the document being made public, and to competent Administration bodies for control, registration and inspection reasons.
39. Both parties recognize the legitimate interest to send commercial information about their respective products and/or services.
40. The parties undertake to transfer this information to the owners of the data provided, as well as to indicate to them that they may write to the respective addresses indicated in the heading of this contract to exercise their rights of access, rectification, opposition, portability, limitation and suppression.
41. The Owners have, with respect to their data, the right of access, rectification or deletion, limitation of processing, opposition, as well as, where applicable, the right to portability of their data. To do this, you must send an express written request to MAGNOLIA, indicating the right you wish to exercise.

And so that this is recorded and has the pertinent effects, both parties, as a sign of agreement, sign this document in duplicate for a single purpose at the place and date at the beginning indicated.

MAGNOLIA
ORIANNA ZANCANARO
NIE Y6401515-P

Signature:

Brand Name:

Representative Name:

NIF:

Name and ID or passport:
Signature of representative: