**[Domestic Exhibitor-Foreign Contractor’s] Construction Agreement**

[Name of foreign party](called as “Contractor” hereinafter) at [address] incorporated under the law of [country] and [name of domestic party](called as “Owner” hereinafter) at [address] incorporated under the law [country] enter into this Agreement on [date] as follows:

Whereas, Owner wants to construct necessary installation for [Name of exhibition] held in [place of exhibition(city, country)];

Whereas, Owner intends to hire a capable constructor to build necessary installation for the above exhibition;

Whereas, Contractor possesses adequate work capacity to carry out the needs of Owner and wants to build installation for Owner;

In consideration of the covenants contained herein, Owner and Contractor agree on the following terms and conditions.

**Article 1 (Name of Exhibition)**

The name of exhibition shall be [name of exhibition: Korean name, if necessary].

**Article 2 (Duration and Place of Exhibition)**

The duration of this exhibition shall be from . , 2009 to . , 2009 to be held in [city and country].

**Article 3 (Work)**

(1) Contractor shall undertake to install exhibition stands and painting, repairing, electricity,

 ceiling, cleaning, fittings for the exhibition

(2) Contractor shall fulfill the work required by documents of this Agreement and carry out all

 the necessary jobs included in this Agreement for successful exhibition by Owner.

 Contractor shall adhere to the drawing and specification given by Owner.

(3) The accomplishment of the work shall be confirmed in conformity with the international

 norms of good construction for exhibition.

**Article 4 (Period)**

Contractor shall complete all the installation and decoration work by [date] and keep the stands ready for display of the exhibition by participants. Stands shall be dismantled on [date].

In the event that Contractor fails to complete within the specified period, Contractor agrees to pay the sum of USD [ ] dollars by days of delay.

**Article 5 (Approval of Material)**

All the material to be used by Constructor shall be new and of good quality and be accepted in conformity with a construction industry with specialties in exhibition. The Contractor shall certainly cause the samples, catalog and so forth to be inspected by the Owner prior to using the materials, and those which fail to pass the inspection shall be immediately replaced with new one and re-inspected.

The materials determined as off-grade in the inspection shall not be used for the construction; *provided, however*, that, in case of the objection of the Constructor against the inspection under this article, the Constructor may demand the re-inspection of the materials. When such re-inspection is deemed necessary, the Owner shall make arrangements for their re-inspection without delay except in an unavoidable situation.

**Article 6 (Price and Payment)**

Owner shall pay Contractor the sum of USD [ ] dollars as the price of construction for the above-mentioned work.

Owner shall pay in the following manner;

(i) Owner will have to pay to Contractor 50% of the price of the contract as an advance

 after receiving the invoice from Contractor.

(ii) The rest of 50% of the price will have to be paid after finalizing the work indicated in

 Article 3.

**Article 7 (Responsibilities of Constructor)**

1. Contractor shall follow instructions by Owner in building installation.
2. Contractor shall adopt all the measures possible to complete the work within the decided period and be responsible for present a detailed plan of work to Owner who has a discretion to modify it.
3. Contractor shall be responsible for immediately repairing or changing stand fittings in the event that they are damaged or deformed during exhibition period for any reason whatsoever.
4. Contractor shall provide basic decoration (furniture, lighting, etc.), additional installation or minor changes of basic decoration on spot in the event that Owner requests it.
5. Contractor shall be responsible for buying an insurance policy to cover defects of construction work and injuries to a person or a death of person during the exhibition period and shall provide the copy of insurance policy with Owner.

**Article 8 (Cancellation or Postponement)**

If the exhibition is cancelled or postponed due to any event, the amount of price to be paid to Contractor can be recalculated by the amount of work that Owner has a discretion in determining it.

**Article 9 (Confidentiality)**

The Parties shall maintain in secrecy the terms of this Agreement, the contents of business, the steps of progress and the outcome in relation to this exhibition and shall not present them to a third party nor disclose them to the public without a written consent from the other Party in advance. Obligations of confidentiality remain into effect for a considerable period even after the termination of this Agreement. If one Party breaches an obligation of confidentiality, the other Party can claim damages.

**Article 10 (Assignment)**

The Parties shall not assign or present to a third party as collateral the rights or the obligations generated from this Agreement and from this exhibition without a written consent from other Party in advance.

**Article 11 (Termination)**

The Parties can terminate this Agreement in the event of the occurrence as follows:

1. Owner or Constructor breaches a clause of this Agreement materially
2. Owner or Constructor assigns or transfers contractual obiligations or rights to the third party without a written consent from other party in advance
3. Contractor is proved to be in the lack of capacity of building installation for exhibition
4. a money of support, etc., critical for holding this exhibition which must be executed in advance, fails to be received by Owner
5. Contractor manifests no intent to carry out an obligation under this Agreement
6. a justifiable cause for termination such as impairment to reputations of this exhibition by Contractor occurs

**Article 12 (Force Majeure)**

In the event that one Party fails to perform or delays obligations under this Agreement due to war, acts of god, strike, endemics, flood, earthquake, hurricane, fire, acts of government or any other reasonable causes beyond its control, the one Party shall not liable for the nonperformance or the delay.

**Article 13 (governing Law)**

Construction, effectiveness and performance of this Agreement shall be construed in accordance with the laws of Korea.

**Article 14 (Arbitration)**

Any dispute and difference of opinion incurred between the Parties arising from or in relation to this Agreement shall be resolved by arbitration which shall be held in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board. Arbitration award shall be final and be binding on both Parties.

**Article 15 (Miscellaneous)**

The Parties agree to decide matters unspecified in the Agreement through mutual consultation pursuant to faith and integrity and sign on This Agreement in duplicate and keep one copy each.

Date:

“Principal”: [ ]

 Address:

 Signature:

 [name of President]

“Agent: [ ]

 Address:

 Signature:

 [name of President]