

## TORTILLA INDUSTRY ASSOCIATION www.Tortilla-Info.com

1600 Wilson Blvd, Suite 650 Arlington, VA 22209 **Phone**: 1-800-944-6099 ext. 224 **Fax**: 1-800-944-6177 **Email**: Info@Tortilla-Info.com

## 2013 CONTRACT FOR EXHIBIT SPACE 24th Annual Tortilla Industry Association Convention and Trade Exposition MAY 10 - 11, 2013 Caesar's Palace Las Vegas, Nevada USA

PLEASE TYPE OR PRINT CLEARLY. (Portions of this information will appear in the <u>Convention Program</u>).

Exhibiting Company Name (limit 40 characters)		TI.	A Member? Yes [ ] No [ ]
Street Address			
City	State	Zip	Country
Phone Fax		E-Mail	
Company representative to receive exhibit correspondence:			
Name	Emai	l	
$\rightarrow$ $\rightarrow$ $\rightarrow$ Are you also attending the confer			
<b>DESCRIPTION</b> of Products to be Displayed (This inform	nation will appea	r in the <u>Convention Proc</u>	<u>gram</u> , limit 30 words or less):
CATEGORIES of Products to be Displayed ((This information will appear	in the Convention Proc	gram, please check all that apply):	
[]Ingredients []Machinery []Packaging []Other (please explain)			
1. HOW MANY 10'x10' BOOTHS? WHAT ARE THE	TOTAL DIMENSIONS	OF YOUR EXHIBIT?	
<ol> <li>SPECIAL REQUIREMENTS (please check all that apply):</li> <li>WILL YOU BE SERVING OR WARMING FOOD SAMPLES DURING TH exhibit hall <u>must</u> obtain any required Special Use Permits from the local Fire</li> </ol>	E SHOW? [] Yes		s that plan to serve or warm food samples in the outlined in the Exhibitor Service Manual.
3. BOOTH ASSIGNMENT: Booth Location REQUESTED 1st Choice 2nd Choice $\rightarrow \rightarrow \rightarrow$ Please let us know if there is			ext to. $\leftarrow \leftarrow$
Assignment and confirmation of booth location will be based on the for * Membership in the <i>Tortilla Industry Association</i> * Past exhibits, sp * Order of receipt of completed application, properly signed and accompanie (below) for each booth contracted * Number of Boot 4. EXHIBIT FEES: Exhibit fees include space rental, standard pipe & dr	ponsorships and particip ed by a deposit in the fo ths, and configuration o	orm of a check or money order, in f exhibit space requested	US\$, in an amount as called for in <u>5. Remittance</u>
attendance roster, and 2 complimentary registrations for the convention (ex			r Program, exhibitor service mandai, post-show
Important Note: Surcharge for Island Booths is 20%; surcharge will apply to sharing of booths. No more that			a Booths is 10%. Additional
Tortilla Industry Association Members: ** <b>\$2,000</b> per 10'x10' booth (includes 2 complimentary	registrations evolusi	ve of the entertainment hang	uet for each 10'x10' booth)
<u>Non-Members:</u> ** <b>\$2,500</b> per 10'x10' booth (includes 2 complimentary			
5. REMITTANCE: <u>A deposit of at least 50% of the total exhibit space fe</u> will be due, in full, on or before <i>February 3, 2013</i> .	es MUST be received	with contract to secure your boot	n space. The balance of the Exhibit Space Fee
Please complete and mail this Application	on <u>with credit car</u>	d information or your ch	eck made payable to: SSOCI
	ILLA INDUSTRY AS		R
1600 Wilson Exhibit Questions? Phone: 1-800-944-6099 ext.224 Fax	n Blvd, Suite 650 Ar x: 1-800-944-6177		Web Site: www.Tortilla-Info.com
Amount of Payment enclosed or charged	to credit card with	this contract	
			Exp Date
Cardholder Name (print)			
6. ACCEPTANCE: This contract is subject to the Terms and Condition application by The Tortilla Industry Association, you will receive a confirmati		Terms & Conditions) on the ba	

Date

## 24th Annual Tortilla Industry Association Convention and Trade Exposition Terms & Conditions

1. Contract This application, properly executed by Applicant (Exhibitor) shall upon written acceptance by the TORTILLA INDUSTRY ASSOCIATION for the 24th ANNUAL CONVENTION constitute a valid and binding contract. The Tortilla Industry Association reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the exhibition. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the exhibitor's manual are made a part hereof as though fully incorporated herein, and that the said exhibitor agrees to be bound by each and every one thereof.

2. Use of Space. The Tortilla Industry Association reserves the right to decline, prohibit or expel an exhibit which, in its judgment, is out of keeping with the character of the exhibition, this reservation being all inclusive as to person, things, printed matter, product, conduct, sound level, etc.

Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the Exhibitor's booth. Exhibitor's exhibit or product may not extend beyond the limits of the Exhibitor's booth and part of any exhibit or product may not extend into any aisle. No Exhibitor shall so arrange their exhibit so as to obscure or prejudice adjacent Exhibitors in the opinion of The Tortilla Industry Association. No Exhibitor shall assign or sublet any part of his assigned space without prior written consent of The Tortilla Industry Association; "sharing" of exhibit space by companies not corporately related by a common ownership is strictly prohibited. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of The Tortilla Industry Association. Deposits will be forfeited unless special arrangements have been approved by The Tortilla Industry Association. Exhibitor will keep his exhibit open and staffed at all times during the exhibit hours.

**BOOTHS** - Standard booth equipment (back and side wall draping, and identification sign) is provided by the TORTILLA INDUSTRY ASSOCIATION 24th ANNUAL CONVENTION without additional cost to the exhibitor. If an Exhibitor plans to install a completely constructed display of such a character that the Exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No display or its contents may exceed a height of 8' nor may the side walls be higher than 8' within a distance halfway between the backwall and aisle. Maximum height of the displays in the balance of the area is four feet. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible in adjacent booths.

Failure to comply with the rules and regulations of this contract and as stated in the exhibitor's manual will result in the alteration or removal of the booth at the exhibitor's expense. Rental fees for services and exhibit space are not refundable.

Exhibitors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the exhibit facility or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held. It is understood that TIA follows all IAEM exhibit standards.

## 3. Cancellation REFUND POLICY - Exhibitors canceling before January 20, 2013 forfeit 50% of the total rental fee. No refund after this time.

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, then The Tortilla Industry Association shall have the right without notice to sell or offer for sale the exhibit space covered by this contract, said Exhibitor to be liable for any deficiency, loss or damage suffered by the exhibition by reason of the premises stated, which loss or damage Exhibitor agrees to pay the exhibition upon demand together with reasonable expenses and costs incurred by reason thereof.

It is further agreed that actual occupation of the exhibit space by an Exhibitor is of the essence thereof, and that should the Exhibitor be unable to occupy the exhibit space as herein provided, the Tortilla Industry Association is then expressly authorized to occupy or cause said space to be occupied in such manner as it may deem in the best interest of the event, without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay the Tortilla Industry Association the full sum as herein set forth.

In the event that the premises in which the TORTILLA INDUSTRY ASSOCIATION 24th ANNUAL CONVENTION is conducted shall become, in the sole discretion of The Tortilla Industry Association, unfit for occupancy, or substantially interfered with by reason of any cause or causes not reasonably within the control of The Tortilla Industry Association, this agreement may be terminated by The Tortilla Industry Association. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbances, inability to secure sufficient labor, technical, or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment, local state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God. Should The Tortilla Industry Association may, after computing the total amount of TORTILLA INDUSTRY ASSOCIATION 24th ANNUAL CONVENTION's costs and expenses in connection with its preparation for and conducting of the Show, (including a reasonable reserve for claims and other contingencies), refund to the exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, an amount which be ars the same relationship to the space rental fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of space rental fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of space rental fee paid by said Exhibitor as the total refundable amount as computed above bears to the total amount of space rental fee paid by said Exhibitor as t

4. Insurance. Exhibitors are required to carry worker's compensation, commercial general liability including products and completed operations, independent contractors, personal injury and blanket contractual liability insurance with limits of at least \$2,000,000 per occurrence, \$2,000,000 aggregate. Exhibitors must have a Certificate of Insurance at least 30 days before the proposed exhibit date naming the TORTILLA INDUSTRY ASSOCIATION and EVENT PLANNING CONCEPTS as additional insureds. It is strongly recommended that Exhibitors also carry insurance to cover loss of or damage to their exhibits or other personal property while such property is located at or is in transit to or from the exhibit site.

The TORTILLA INDUSTRY ASSOCIATION and EVENT PLANNING CONCEPTS and CAESAR'S PALACE LAS VEGAS, assumes no liability for any loss, damage or injury to any property of the Exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever. While the exhibition may provide security guards, it is solely done as an accommodation to Exhibitors. The Exhibitor expressly agrees to defend, indemnify, and hold harmless the TORTILLA INDUSTRY ASSOCIATION and EVENT PLANNING CONCEPTS, and CAESAR'S PALACE LAS VEGAS, their subsidiaries and affiliates, and each of their officers, Directors, representative and employees from any and all claims, liabilities and losses for injury to persons (including death) or damage to property arising in connection with Exhibitor's use of the exhibit space. Each party must be listed as additional insureds on insurance policies.

5. Available Services On behalf of the Exhibitors, the TORTILLA INDUSTRY ASSOCIATION 24th ANNUAL CONVENTION has designated official Exposition contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Service Manual to be issued separately. The Tortilla Industry Association assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties, and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Exposition Contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with the regulations.

6. Protection of Facilities Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the convention hall exhibit area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designed areas and in conformity with directions of the Exhibits Manager, the convention hall manager or their assistants. Exhibitors agree to abide by all terms & conditions of Policies and Procedures as set forth by CAESAR'S PALACE LAS VEGAS

7. Installation and Dismantling The specific requirements as to time for installation and dismantling of exhibits shall be set forth in the Exhibitors Service Manual supplied to each Exhibitor for this particular exhibition. Such requirements shall be binding upon the Exhibitor as though fully set forth herein.

8. Copyrights Each exhibitor will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, and/or dramatic rights used in or incorporated in the TORTILLA INDUSTRY ASSOCIATION 24th ANNUAL CONVENTION. Exhibitors agree to indemnify, defend and hold harmless TORTILLA INDUSTRY ASSOCIATION and EVENT PLANNING CONCEPTS from any claims, damages or costs, including legal fees, which might arise from use of such material. This includes the acquiring of and compliance with A.S.C.A.P., B.M.I., licenses and copyrights.

I have read, and agree to, the Terms & Conditions above.