



## Terms and Conditions

**1. Contract** This application, properly executed by Applicant (Exhibitor) shall upon written acceptance by the TORTILLA INDUSTRY ASSOCIATION (hereafter "TIA") for the TIA ANNUAL CONVENTION constitute a valid and binding contract. TIA 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.** TIA 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 TIA; "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 TIA 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 any of the side walls be higher than 8' within a distance halfway between the back wall and aisle without TIA's prior written approval. 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 or cancellation without refund. 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 November 1st, 2020 forfeit 50% of the total booth fee. No refunds after this date.**

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, then TIA 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 TIA 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 TIA the full sum as herein set forth.

In the event that the premises in which the TIA ANNUAL CONVENTION is conducted shall become, in the sole discretion of TIA, unsuitable for the Convention, unavailable, or substantially interfered with by reason of any cause or causes not reasonably within the control of TIA, this agreement may be terminated by TIA. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, epidemic, insolvency of hotel or TIA, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, regulations or orders of health departments, civil defense, or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbances, acts of war or terrorism, disruption of civil aviation, climate, 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 TIA terminate this agreement pursuant to any provisions of this paragraph the Exhibitor waives any and all claims for damages and agrees that TIA **may or may not at its sole discretion** refund or rollover as a credit to the exhibitor, a **portion or none** of the fees paid as and for complete settlement and discharge of all said Exhibitor's claims and demands. .

**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 TIA 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. TIA and Marriott Rivercenter, 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 **TIA and Marriott Rivercenter**, 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, TIA's 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. TIA 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 designated 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 as set forth by Marriott Rivercenter.

**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 TIA ANNUAL CONVENTION. Exhibitors agree to indemnify, defend and hold harmless TIA 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.

**9. Live music and audio-visual devices** with sound are permitted only in those locations designed by TIA and at such decibel intensity as not to interfere with the activities of other exhibitors. Noisy or disruptive exhibits are prohibited. Photography and videotaping other than by official TIA photographers is not permitted within the exhibit hall. Only the exhibitor may grant permission to have its exhibit and/or products photographed. All parts of all exhibits must be exhibited within Exhibitor's assigned space boundaries. Aisle space is under the control of TIA. Distribution of literature or samples must be related to exhibit and distribution limited to within Exhibitor's space. Canvassing the exhibit hall is strictly prohibited. No food or beverages may be distributed from Exhibitor's space without the pre-show approval of TIA and obtaining a local health department permit. Any signage displayed must be professionally produced. TIA reserves the right to refuse admittance of exhibits or materials to the Show until all dues and fees owed are paid in full. No Exhibitor shall hold any social event, hospitality suite, meeting or demonstration to which attendees are invited that are in conflict with the official Show schedule. In addition, ANY such activities may not take place outside the official Show schedule without the express written permission of TIA. TIA reserves the right to stop or remove from the Show any Exhibitor, or representative, performing an

act or practice violating the **TIA Code of Conduct** as published on the TIA website and herein incorporated, or which in the sole opinion of TIA is objectionable or detracts from the dignity of the conference or is unconducive to the business purpose of the event.

X

Signature

Title

COMPANY

Date