

2005 Early Bird Application and Contract for Exhibit Space



**16th Annual Convention & Trade Exposition
of the Tortilla Industry Association
November 10-12, 2005
Gaylord Texan Resort & Convention Center
Grapevine, Texas**

Tortilla Industry Association Office Phone: +1.651.994.3881 • Fax: +1.651.454.0766 • E-mail: tia@scisoc.org

1A. Company Information

Please provide information exactly as it should appear in the Convention Program using upper and lowercase letters. Please print or type.

Company Name _____
Address _____
City _____ State or Province/Country _____ Zip/Postal Code _____
Telephone _____ Facsimile _____
Website _____

1B. Products to be Displayed

Describe in 10 words or less for use in the Convention Program _____

2. Exhibit Contact Information

Person to receive further exhibit information.

Name _____ Title _____
E-mail _____

Please complete information below if address is different from above.

Company Name _____
Department/Division _____
Address _____
City _____ State or Province/Country _____ Zip/Postal Code _____
Telephone _____ Facsimile _____

3. Booth Assignment

Assignment and confirmation of booth location will be based on the following factors:

- Membership in the Tortilla Industry Association
- Past participation in the Tortilla Industry Association Annual Conventions
- Order of receipt of completed application, properly signed and accompanied by a deposit in the form of a check or money order, in US\$, in an amount as called for in 8. Remittance (below) for each booth contracted
- Number of Booths, and configuration of exhibit space requested

Booth Location Requested 1st Choice _____ 2nd Choice _____ 3rd Choice _____

4. Categories of Products to be Displayed

(For use in the Convention Program, please check all that apply):

- Ingredients Instruments Machinery Packaging Publications Snack Food Testing
- Other (please explain) _____

5. Exhibit Placement

- A. Please list your major competitors: _____
- B. Other considerations: _____

continued

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6. Special Requirements

I am requesting Compressed Air Electrical Hook-up

Will you be serving or warming food samples during the show? Yes No

Exhibiting companies that plan to serve or warm food samples in the exhibit hall must obtain required Special Use Permits from the local Fire Authorities, and also comply with all fire regulations, as outlined in the Exhibitor Service Manual that will be shipped to you in summer 2005.

Special Limitations for Machines and other large, heavy items that are part of your display:

The maximum floor load in the exhibit area is 350 pounds per square foot, and the maximum size of the freight door is 12.5' x 12'.

7. Exhibit Fees

Exhibit fees include space rental, standard pipe & drape, 7" x 44" booth identification sign, listing in Convention Program, exhibitor service manual, post-show attendance roster, and 2 complimentary registrations for the convention (exclusive of the banquet/special event).

10' x 10' Booth

TIA Member **Early Bird** \$1100 **Regular** \$1200 (after February 28, 2005)

Nonmember **Early Bird** \$1700 **Regular** \$1800 (after February 28, 2005)

8. Remittance

A deposit of US\$100 for each booth contracted MUST be received by the Tortilla Industry Association, as well as a signed and dated copy of this Application, no later than October 31, 2004 to hold your selected booth location. One-half of the remaining balance will be due on or before February 28, 2004. **All Applications/Contracts received after October 31, 2004 MUST be accompanied by a deposit of at least 50% of the total exhibit space fees.** This Application and Contract For Exhibit Space must be received by the Tortilla Industry Association on or before February 28, 2005, to qualify for the Special Early Bird rates. Applications received on or before February 28, 2005 without at least a 50% deposit, and all contracts received after February 28, 2005, will be processed at the higher, Regular 2005 Rates. The balance of the Exhibit Space Fee is due, in full, on or before July 1, 2005.

Please indicate the number of 10' x 10' booths, and the total dimensions of your exhibit:

10' x 10' Booth (Number booths _____ x rate _____) \$ _____

Please indicate the dimensions of your exhibit space: _____ feet wide x _____ feet deep

Surcharge for Island Booths is 20%; Surcharge for Corner Booths & Peninsula Booths is 10% \$ _____

Total \$ _____

Please indicate method and amount of payment (make checks payable to TIA 2005):

Payment is enclosed: Full Amount \$100 Deposit (before October 31, 2004) 50% Deposit (after October 31, 2004)

A check or money order is enclosed.

Charge my credit card (This credit card will be automatically charged the remaining balance on July 1, 2005):

Visa MasterCard American Express

Cardholder Name _____

Acct. # _____

Signature _____

Exp. Date _____

9. Important Payment Dates

Deadline for payment in full is **July 1, 2005.**

A 50% refund will be made for all space cancelled before **June 15, 2005.** No refunds after **June 15, 2005.**

10. Contract Agreement

We have read, signed, and agree to abide and be bound by the terms, conditions, rules, and regulations.

Name (please print) _____

Signature _____

Company _____

Date _____

Onsite at the 2004 AACC/TIA Joint Meeting return to the Registration Desk, or send form to:

Rhonda Wilkie, Exhibit Sales Coordinator, TIA,
3340 Pilot Knob Road, St. Paul, MN 55121 U.S.A.
Facsimile: +1.651.454.0766

Questions?

Rhonda Wilkie, +1.651.994.3820, rwilkie@scisoc.org,
Debby Woodard, +1.651.994.3817, dwoodard@scisoc.org,
www.tortilla-info.com

FOR OFFICE USE ONLY

Accepted for TIA by Rhonda Wilkie, Exhibit Sales Coordinator

Paid \$ _____ Date _____

Balance Due \$ _____ by July 1, 2005.

Paid in Full \$ _____ Date _____

Signature _____

16th Annual TIA Convention Basic Terms & Conditions

1. CONTRACT

This application, properly executed by Applicant (Exhibitor) shall upon written acceptance by the **TORTILLA INDUSTRY ASSOCIATION (TIA)** for the 16th Annual TIA Convention (hereafter referred to as the 2005 TIA Annual Convention), constitutes 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 said Exhibitor agrees to be bound by each and every one thereof.

2. BOOTH EXHIBITS

A.) Exhibit Contents. Each purchase of a 10' x 10' booth space includes standard booth equipment including back and side wall draping; and a company identification sign. Each 10' x 10' booth also includes two (2) free Exhibitor registrations that offer entry to the three-day program excluding the banquet/special event. Additional exhibitor registrations may be purchased for \$50.00 per person with a maximum of two (2) additional paid exhibitor registrations per booth.

B.) Companies may purchase additional 10' x 10' booths. Each company is entitled to two (2) Exhibitor registrations with every 10' x 10' booth purchased.

C.) Standard Inline Booth. 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 back wall 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.

D.) Booth Requirements. 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.

E.) Standard Inline Booth. 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 back wall 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.

F.) Island Booth. Island booths must be a minimum of 4 booth units. Island booths have aisles on all four (4) sides and have no back wall. Island space exhibits are not to exceed a maximum height of 16' (4.88M), including all structures and equipment.

G.) Peninsula Booth. A peninsula booth consists of four (4) or more spaces back to back, with an aisle on three sides, and the fourth side bordering on two other exhibitor's linear booths. Peninsula booths are "faced" toward the cross aisle. Your back wall is the portion of your display bordering other exhibits; this is actually the side of your neighbor's exhibit space. The center 10' (3.05M) of your back wall may not exceed 8'3" (2.5M) in height. Any portion of the exhibit facing into another exhibitor's booth must have the exposed side finished or draped.

3. FLOOR PLAN AND EXHIBIT POSITION

The Tortilla Industry Association reserves the right to rearrange the floor plan and/or relocate any exhibit. The Exhibit Manager of the 2005 TIA Annual Convention has the right to enforce any and all portions of the terms and conditions. In interpreting these terms and conditions, particular attention will be given to preserving the professional and educational nature of the exhibit.

4. ADMISSION

Entrance to the exhibition is by TIA name badge only. Each exhibitor registration offers entry to the three-day program excluding the banquet/special event.

5. ALCOHOLIC BEVERAGES

The serving of alcoholic beverages by Exhibitors is prohibited.

6. EXHIBIT SHIPPING, SET UP AND STAFFING

Exhibit shipments CANNOT be received at the hotel or convention center prior to the set-up day due to storage and receiving limitations. C.O.D. shipments CANNOT be accepted anytime. Exhibitors must have their exhibits set up prior to the opening of the show. Move-in and move-out times for Exhibitors and the decorating company are strictly adhered to so that additional rental charges are avoided. Exhibitors must staff their booths at all times during the show hours. Failure to adhere to the rules specified herein will cause forfeiture of space. No refunds on space will be made and the Tortilla Industry Association will have the right to use the space for whatever purpose they deem appropriate.

7. HEALTH, FIRE, AND SAFETY

All exhibits or portions thereof must fully comply with applicable health, fire and safety regulations. No combustible decorations, such as crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All materials and fluids which are flammable must be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not allowed without the permission of the local Fire Prevention Bureau.

8. 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 exhibit, and part of any exhibit or product may not extend into any aisle. No Exhibitor shall so arrange their exhibit as to obscure or prejudice adjacent Exhibitors as per the opinion of the Tortilla Industry Association. No Exhibitor shall assign or sublet any part of his/her assigned space without prior written consent from 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 Tortilla Industry Association. Exhibits must be open and staffed at all times during the exhibit hours.

Exhibitors may not offer or give attendees door prizes or other similar prizes in the exhibition space or adjacent area without the express permission of the Tortilla Industry Association. Contests, lotteries, raffles, and games of chance are prohibited. All "give-aways" shall be of a nominal monetary value.

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 conduct of said exhibit together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.

9. INSURANCE AND LIABILITY

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 \$1,000,000 per occurrence, \$1,000,000 aggregate. Exhibitors must have a Certificate of Insurance at least 30 days before the proposed exhibit date naming the Tortilla Industry Association as additional insured. It is strongly recommended that Exhibitors also carry insurance to cover loss of

continued

16th Annual TIA Convention Basic Terms & Conditions (continued)

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.

10. LOSS, THEFT, DAMAGE, AND INJURY LIABILITY

The Exhibitor assumes all responsibility for any and all loss, theft and/or damage to Exhibitor's displays, equipment and other property while on the Gaylord Texan Resort & Convention Center premises, and hereby waives any and all claims and/or demands it may have against the Gaylord Texan Resort & Convention Center, its parent company and/or any of its affiliate companies arising from such loss, theft and/or damage. In addition, the Exhibitor agrees to defend (if requested by the Gaylord Texan Resort & Convention Center with counsel satisfactory to the Gaylord Texan Resort & Convention Center), indemnify and hold harmless the Gaylord Texan Resort & Convention Center and its respective parent, subsidiary and other related and affiliated companies from and against any and all liabilities, obligations, claims, damages, suites, costs, and expenses, including without limitation, attorneys' fees and costs, arising from directly or indirectly and/or in connection with the Exhibitor's occupancy and/or use of the exhibition premises or any part thereof and/or any act, error and/or omission of the Exhibitor or its employees, subcontractors and/or agents.

The Tortilla Industry Association 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, their management, partners, owners, agents and employees from any and all claims, liabilities and losses; for injury to person (including death); or damage and or loss to property arising in connection with Exhibitor's use of the exhibit space.

11. CANCELLATION/REFUND POLICY

Deadline for payment in full is July 1, 2005. Exhibitors canceling before June 15, 2005 forfeit 50% of the rental fee. No refunds will be offered after June 15, 2005. All cancelled space shall revert to the possession of the Tortilla Industry Association.

It is agreed that if the Exhibitor fails to comply in any respect with the terms of the agreement, the Tortilla Industry Association shall have the right without notice, to sell or offer for sale the exhibit space covered by this contract. The Exhibitor shall be liable for any deficiency, loss or damage suffered by the exhibit by reason of the premises stated. The Exhibitor agrees to pay the exhibition for loss or damage 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 the premises in which the 2005 TIA 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 limited to fire; flood; epidemic; earthquake; explosion or accident; embargo; inclement weather; governmental restraints; restraints or orders of civil defense; or military authorities; act of public enemy riot or civil disturbance; acts of terrorism; strike; lockout; boycott or other labor disturbances; inability to secure sufficient labor, technical, or other per-

sonnel; 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 acts of God. Should the Tortilla Industry Association terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that the Tortilla Industry Association may, after computing the total amount of 2005 TIA 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 complete settlement of all said Exhibitor's claims and demands, an amount which bears the same relationship to the space rental fee paid by said Exhibitor as the total refundable amount computed above bears to the total amount of space rental fees paid by all Exhibitors.

12. AVAILABLE SERVICES

On behalf of the Exhibitors, the 2005 TIA Annual Convention has designated official Exposition contractors to provide the following: drayage, cartage, furniture, booth, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor, where allowed by the terms of this agreement, will be available and charged for at the 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 Contractor. 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 contract requirements, Exhibitor agrees to comply with the regulations.

Electricity is available to all booth Exhibitors. The exhibiting company will receive an electrical order form in the Exhibit Services Manual and will contract directly with the electrical vendor for services. Payment for services will be the responsibility of the Exhibitor.

13. CARE OF BUILDING, EQUIPMENT, AND FURNITURE

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the building or furniture without permission from 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 center manager or their assistants. Anything necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor. Exhibitors will be responsible for any damage to persons or property caused by reason of their exhibits, employees, agents or servants. Exhibitors agree to abide by all terms & conditions of Policies and Procedures as set for by the Gaylord Texan Resort & Convention Center.

14. 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.

15. 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 2005 TIA Annual Convention. Exhibitors agree to indemnify, defend and hold harmless the Tortilla Industry Association 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.

Tortilla Industry Association November 11-12, 2005 Gaylord Texan Resort & Convention Center Grapevine, Texas

