## **2017 Fiesta Exhibitor Booth Contract**

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## **RULES AND REGULATIONS • 2017 FIESTA IN AMERICA**

This page must be signed by Exhibitor as part of the Exhibitor's Contract

- All exhibits at the show shall be for the promotion and benefit
  of consumer products and services stated in this contract and
  such products must be available either for wholesale, retail,
  or end-user purchase.
- 2. No exhibitor may sublet, resell, or permit the use of any part of the space by any other organization or individual.
- 3. All exhibitors must maintain their booths clean at all times during the duration of the show.
- Exhibitors shall only set up from 8AM-11AM on Saturday, August 12, 2017 and may close their booths after 6PM on Saturday and Sunday. Dismantling of exhibits and move out are scheduled from 10PM-Midnight on Sunday, August 13, 2017.
- No exhibitor may use decoration, equipment, or furniture which extends to the public aisle or exceeds 1.25 meters in height within the first 1.50 meters from the aisle. Nothing may exceed 2.5 meters in height at any point in the stand. Exhibitors requesting a waiver of these restrictions must submit a detailed diagram of the display plan, including front and side elevations with all dimensions, at least 90 days prior to the first day of set-up for approval. If any display is erected that violates this rule or deviated from an approved plan, FIESTA IN AMERICA has the right to perform, at the exhibitor's expense and without any further approval from the exhibitor, any work necessary to bring such display into full compliance with this rule. Neither FIESTA IN AMERICA nor its agents, employees, or contractors shall be in any way liable for any damage to exhibitor's display that results from such work.
- 6. Failure to comply with show schedules or requests for information regarding booth display or personnel will be grounds for cancellation of the exhibitor's booth. In such an event, FIESTA IN AMERICA may resell such space without any further obligation to the exhibitor.
- Restaurant operation is regulated by the Secaucus, New Jersey Department of Health and subject to other regulations as promulgated by the Federal, State, and local authorities.
- 8. The exhibitor may not schedule any event that conflicts with the officially published program of the show including seminars, food functions, and/or show floor hours or conduct any business which detracts from the show and/or its value to fellow exhibitors.
- 9. FIESTA IN AMERICA will provide security for the general supervision of the exhibit hall only during exhibition hours and monitor the exhibit areas when exhibits are closed. FIESTA IN AMERICA is not responsible for any loss whatsoever. Exhibitors may provide security for their exhibits at their own expense.
- 10. The Exhibitor shall be entitled to two (2) complimentary badges per exhibit unit to the show floor and seminar programs. Two (2) additional badges for exhibit personnel are available at \$15 each for a maximum of four (4) total badges per exhibitor. All badges are the property of the FIESTA IN AMERICA. Badges are for use by authorized personnel only and are non-transferable. For security reasons, badges can only be picked up on the first day of the event at the Meadowlands Exposition Center (MEC), during Move-in/Booth Set-up hours (or after), but not prior to.

- 11. Each exhibitor and each of its authorized contractors shall carry insurance in connection with his or her individual booth area covering liability for personal injury, property damage, fire, theft, and worker's compensation and shall protect, indemnify, and hold harmless FIESTA IN AMERICA, the MEC, and their subcontractors, their officers, agents, and employees against all claims, losses, suits, damages, costs, and expenses of any kind, including attorney's fees, resulting from or arising in connection with exhibitor's use or occupancy of the exhibit space, its products, or actions of its agents or employees. FIESTA IN AMERICA carries a public liability insurance for liabilities arising from common areas of the exhibits including installation, dismantling, and operation of the show. Common areas include entrances, aisles, and restrooms.
- 12. Each exhibitor shall be solely responsible for complying with all laws, ordinances, and regulations pertaining to customs, health, fire prevention, and public safety while participating in the show.
- 13. FIESTA IN AMERICA reserves the right to assign all exhibit space, to make and change booth assignments at any time, and to make, change, or waive such rules as it considers to be in the best interest of the show.

Exclusivity: Reservations will be accepted on a first come-first served basis. Only Platinum-level sponsors will be accorded exclusivity under a non-compete clause. Fiesta In America will not deny space to exhibitors, sponsors and advertisers who have not violated any provision in this contract.

14. Payment in full for exhibit space is due upon signing of this agreement. Requests for cancellation must be made in writing to FIESTA IN AMERICA. It reserves the right to issue company credit in lieu of refunds.

Refund schedule: Cancellations received by April 30, 2017 50% refund May 30, 2017 25% refund after June 30, 2017 NO REFUND

In the event that no company representative is able to acquire a US visa, FIESTA IN AMERICA will refund 70% of the registration fee provided that proof of US Embassy decision is attached with the request for cancellation.

All exhibitors are advised to evaluate the event's merit in connection with their marketing objective including visitors' profile, event programming, and environment, before signing this agreement. No cancellation is honored after the opening of the 2017 FIESTA IN AMERICA for any reason.

- 15. Distribution of flyers, posters and other kinds of promotional materials will be limited to the immediate front of exhibitor's own booth. This activity is prohibited at common areas such as the exposition hall entrance, cultural festival, food court and other activity areas. After an initial warning, further violation will result in immediate cancellation of exhibitor's participation in the trade fair.
- 16. The management of FIESTA IN AMERICA reserves the right to reject a company as exhibitor to the 2017 FIESTA IN AMERICA.

This is to acknowledge that I have read and confirm our company's conformity to all the items on this page.

Exhibiting Company's authorized signature:

				Date:		
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