

ZESTFEST 2017 EXHIBITOR AGREEMENT

January 27 – 29, 2017

Irving Convention Center at Las Colinas, Irving, TX
Spicy Food Productions LLC -- Exhibitor Agreement

Please Print Legibly

Name of Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Booth space is reserved on a first-come, first-served basis

6' x 10' Booth: \$550 - Limited Quantities

Standard 10' x 10' Booth: \$895

Corner 10' x 10' Booth: \$995

Double 10' x 20' Booth \$1,595

Double – 1 Corner plus 1 Line: \$1,695

End-cap Booth: \$1,795

Enter Total Amount for Booth(s): _____

Terms of Payment: 50% deposit with completed Exhibitor Agreement. Final payment due by November 1, 2016

If total payment is not received as indicated above, any DISCOUNTED RATES ARE FORFEITED and Spicy Food Productions LL. is hereby relieved of all responsibility under this Agreement. (See Booth Payment information next page.)

Booth fee includes: One Draped Table, Two Chairs, and Signage for each 10' x 10'.

First five booth preferences:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Method of Payment: Check: Credit Card (Visa, MC, Amex):

Credit Card #: _____ Exp: _____

Name on card: _____ Signature: _____

I have read the Terms and Conditions and agree to abide by all rules and regulations.

Signature

Date

Printed Name

Spicy Food Rep: June DeRousse
Spicy Food Productions LLC
21 Cimarron Road
Putnam Valley, NY 10579

june@zestfest.net
Phone: 210-882-0952
Fax: 352-753-1171

Booth Space Agreement Terms and Conditions

All exhibitors displaying at ZestFest 2017, presented by Spicy Food Productions LLC to be held January 27-29, 2017, at the Irving Convention Center are required to make application, execute contract for space, and subscribe to the Terms and Conditions set forth herein. Spicy Food Productions LLC reserves the right to change and modify the Terms and Conditions at any time.

Eligible Exhibits

Spicy Food Productions LLC reserves the right to determine, in its sole discretion, whether to accept applications and permit any Exhibitor to participate in the ZestFest expo.

Definitions

- “Agreement” shall mean the 2017 Exhibitor Agreement; and these Terms and Conditions, both of which combined shall form a single integrated contract between Spicy Food Productions LLC and the Exhibitor.
- “Authority” shall mean the City of Irving, a political subdivision of the State of Texas.
- “Center” shall mean those portions of the Irving Convention Center licensed by the City of Irving to Spicy Food Productions LLC.
- “Event Management” shall mean Spicy Food Productions LLC, including but not limited to employees and outside contractors of Spicy Food Productions LLC and ZestFest 2017 show management personnel as designated by Spicy Food Productions LLC.
- “Event Weekend” shall mean January 27, 2017 through and including January 29, 2017.
- “Event Hours” (**subject to change**) shall mean: 1 p.m. – 6:00 p.m. Friday, January 27, 2017(Trade and Public); 10:00 a.m.–6:00 p.m. Saturday, January 28, 2017 (Trade and Public); and 10:00 a.m. – 5:00 p.m. Sunday, January 29, 2017 (Trade and Public).
- “Exhibitor” shall mean the entity, its parent corporation, and any subsidiaries on whose behalf the Agreement was entered into.
- “Space” shall mean the booth(s) and/or workshop or hospitality rooms assigned to the Exhibitor by the Event Management.

Application and Payment

The Event Management accepts for processing only those applications that are completed with all required information, signed by an appropriate representative of the Exhibitor, and accompanied by the required payment. All payments must be made in U.S. currency. Space is not confirmed until payment is received in full.

Booth Payment and Cancellation

A non-refundable 20% deposit is required on signing of the Booth Order Form/Agreement. 50% of balance due on or before July 1, 2016; Final payment due by November 1, 2016.

After November 1, 2016, Exhibitor will pay 100% of the total booth space cost as indicated in the Agreement. If full payment is not received within the prescribed time, any deposit is forfeited and Spicy Food Productions LLC may, at its discretion, re-sell the space.

If Spicy Food Productions LLC for any reason has to cancel the event, Spicy Food Productions LLC upon its own discretion will determine if reimbursement of any kind will be made.

Use of Space

During the Event, Exhibitor shall use the Space only for the exhibit or display of equipment and/or materials manufactured, licensed, distributed and/or sold by Exhibitor. Exhibitor shall not sublet or share the space with any other person or party, except with the prior written consent of Spicy Food Productions LLC which consent may be withheld at Spicy Food Productions LLC’s sole discretion. In no event shall Exhibitor conduct exhibitions, seminars, or distribute literature either outside the Convention Center or in any non-rented space within the Center at any time during the Event Weekend. If the Exhibitor violates this Agreement, Spicy Food Productions LLC may, at its option, remove from the Center Exhibitor’s exhibit, including all equipment and/or materials belonging to Exhibitor. Exhibitor shall pay the reasonable costs of removal without liability on the part of the Event Management for any damage, loss, or expense of any sort whatsoever. No booth may block the view of surrounding booths; booths must have adequate see-through area. Specific guidelines concerning height restrictions and booth layout will be provided in the service kit prior to the Event. Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles during exhibit hours. The Event Management reserves the right to limit or restrict operations, which for any reason might be considered objectionable in its sole discretion, without any liability for refund or damage.

If Exhibitor’s product(s) contain alcohol, and Exhibitor intends to sample same, a bartender must be hired, at Exhibitor’s Expense, from the venue in which ZestFest is taking place.

Trademarks/Copyrights

No copyrighted material shall be displayed and no copyrighted musical composition shall be played or sung, whether amplified, televised, in the form of a mechanical recording or personal rendition, or otherwise, in connection with any use of the Center, unless Exhibitor has first obtained all approvals and paid any license fee or other fee required by the copyright owner. Spicy Food Productions LLC and the Authority shall not be liable for and expressly disclaim all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the action of any Exhibitor.

Prohibited Conduct

The following practices are not permitted: 1) Use of disruptive audio equipment; 2) Use of noisy electrical or mechanical equipment; 3) Wearing of unofficial badges or company name plates, except in addition to official Event badge; 4) Entry into another Exhibitor's booth without permission of that Exhibitor; 5) Photographing or examining another Exhibitor's booth without permission from that Exhibitor; 6) Demonstrations or activities which create a fire, safety or health hazard; 7) Any action, practice or activity which violates any of the 2017 display rules and regulations. 8) Any slander, libel, or other disparaging remarks to or about another Exhibitor during the Show including at any hotel, banquet, or other space affiliated with the Show, or via public social media. Any display or conduct by Exhibitor that unnecessarily obstructs neighboring booths or interferes with free passage in the aisles will not be permitted. Spicy Food Productions LLC reserves the right to force re-arrangement or removal of any exhibit which, in Spicy Food Productions LLC's opinion and sole discretion, does not comply with this requirement or to remove any personnel or exhibit for conduct which violates this requirement. Unethical conduct or infraction of rules by the Exhibitor will subject the Exhibitor to removal from the Center. The enforcement of these practices and the Terms and Conditions, including without limitation the removal of Exhibitor and Exhibitor's exhibit from the Center and the Event, is within Spicy Food Productions LLC's sole discretion. This determination shall be at the sole discretion of Spicy Food Productions LLC. Exhibitor understands and agrees that no refund is due or shall be made and further that no demand for redress will be made by the Exhibitor under any circumstance. The above list of prohibited conduct is provided to highlight certain prohibited activities, and is neither inclusive nor intended to limit the scope or extent of prohibited activities.

Installation and Removal of Exhibits

Exhibits must be fully installed by noon on Friday, January 27, 2017. After this hour, no installation work will be permitted without special permission from Spicy Food Productions LLC. All exhibits must remain intact until 5:00 p.m. on Sunday, January 29, 2017 and may not be dismantled or removed until that hour. Early tear down will affect Exhibitor's participation in future events.

Event Badges and Booth Staff

All representatives of Exhibitor must prominently wear the official Event badge at all times while in the Center and comply with all other badge and security requirements mandated by the Event Management. During Event Hours, the Exhibitor's booth must be staffed at all times by a representative or employee of Exhibitor. Exhibitor may only badge those people working in their booth, which include their own employees, representatives of the company and/or distributors. Exhibitors will be held responsible for the behavior of anyone who registers as one of these categories or who wears one of the Exhibitor's an official Event badge.

Security

Spicy Food Productions LLC does not warrant or guarantee the presence of guards at any particular time or place in the Center. The Event Management shall have no duty or obligation to safeguard or insure Exhibitor's property or personnel and by its entering into the Agreement, Exhibitor understands and agrees that Exhibitor is solely responsible for protecting and securing its property and personnel. Exhibitors are responsible for their own material. If constant surveillance of exhibit equipment or supplies is necessary, Exhibitors must make their own arrangements for security.

Insurance

All property of exhibitor is understood to remain under his/her custody and control in transit to or from or within the confines of the exposition hall. Subject to the rules and regulations of the exposition, Exhibitors must carry insurance and name Spicy Food Productions LLC and Event Management as defined herein as additional insured to cover loss or injury to Exhibitor's personnel and property and against injury to the person and property of others, including but not limited to the event venue, other exhibitors and patrons, venue employees or outside venue contractors, etc., and must produce a copy of said certificate of insurance upon request by Event Management. Neither Spicy Food Productions LLC, the Authority, nor any other third party is required to carry insurance to cover Exhibitor's employees, property, and/or any other injury or loss suffered by Exhibitor.

Safety, Fire, and Health

The Exhibitor assumes all responsibility for compliance with local, city and state safety, fire and health ordinances covering installation and operation of equipment. Exhibitor shall not use or permit flammable materials such as bunting, tissue paper, crepe paper, or other flammable items for decorations. All other materials used for decorative purposes must be flame-proofed and approved by the Authority's Fire Department. In addition, Exhibitor shall not, without the prior written consent

of Spicy Food Productions LLC, put up or operate any engine or motor or use oils, burning fluids, camphene, kerosene, naphtha, gasoline, or any other flammable chemical, for mechanical or any other purposes, or any agent other than electricity for illuminating any part of the Center. Subject to the foregoing, Exhibitor shall restrict the use of Hazardous Materials to those kinds of materials in small quantities that would be normally expected in conducting the activities. Such Hazardous Materials shall only be used in a safe and prudent manner, in full compliance with applicable local, city and state laws, rules, and ordinances, and Exhibitor shall take all necessary precautions to prevent releases of Hazardous Materials. Under no circumstances shall Exhibitor store, dispose, or permit storage or disposal of any Hazardous Materials at the Center.

Indemnification and Hold Harmless

Exhibitor covenants and agrees that it will protect, save, and keep Spicy Food Productions LLC and the Authority forever harmless and indemnified against and from (i) any penalty, damage or charges including reasonable attorney's fees imposed for violation of any law or ordinance occasioned by the act or neglect of Exhibitor or those holding under Exhibitor, (ii) all claims, loss, liability, judgment, cost, damage or expense including reasonable attorney's fees arising out of or from any accident, conduct, or other occurrence causing injury or death to any person or damage to any property on or about the Center occasioned by any act, omission or negligence of Exhibitor, its employees, representative, agents and those persons attending the Event at the specific request or invitation of Exhibitor, and (iii) all claims, losses, liability, judgment, cost damage or expense including reasonable attorney's fees, arising out of or occasioned by any failure of Exhibitor in any respect to comply with and perform all the requirements and provisions of the Agreement. Exhibitor shall be solely and fully responsible and shall indemnify and hold Spicy Food Productions LLC harmless from and against all loss, damage, liability (including all foreseeable and unforeseeable consequential damages) and expense (including, without limitation, the cost of any required clean-up and remediation of the Hazardous Materials) arising as a result of the presence or clean-up of Hazardous Materials at the Center caused in whole or in part by Exhibitor. As used herein, the term "Hazardous Material" shall mean any substance or material which has been determined by any state, federal or local government authority to be capable of posing risk of injury to health, safety, or property including all of those materials and substances designated as hazardous or toxic or any materials regulated in any way by the U.S. Environmental Protection Agency, the state of Texas, the City of Irving, and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment.

Condition of Center

Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesives or any other coating to building columns, floors or standard booth equipment. Exhibitor understands and agrees that Spicy Food Productions LLC has only licensed to use the Center. The Event Management is not in any way responsible for the condition or maintenance of the Center. Exhibitor understands and agrees that all of the Exhibitor's personal property of every kind or description, which may at any time, be in the Center, shall be at the Exhibitor's sole risk, or the risk of those claiming under Exhibitor. Spicy Food Productions, LLC and the Authority shall not be liable for, and specifically disclaim, any damage to Exhibitor's property or loss suffered by any cause whatsoever including but not limited to water from any source whatsoever or from the bursting, overflowing or leaking of sewers or steam pipes or from heating or plumbing fixtures or from electrical wires or from gas or odors caused in any other manner whatsoever. The Exhibitor shall be responsible for any and all reasonable costs to be paid to the Authority to restore any damage to the Center caused by the Exhibitor's personnel and employees. The Exhibitor is also responsible for any damages or expense if because of the act or neglect of Exhibitor's agents or employees, Exhibitor fails to vacate the Center by Sunday, January 31st at 11:59 p.m.

Amendments

The Event Management reserves the right to interpret, amend, and enforce these Terms and Conditions. Written notice of any amendments shall be given to each Exhibitor. Each Exhibitor, for itself, its parent company, any subsidiaries, for himself/herself, his/her agents, and employees agrees to abide by all terms and conditions set forth herein, and by any subsequent amendments or interpretations.

Enforcement

Spicy Food Productions LLC requires exhibitors to adhere to (and pay the consequences of any and all resulting legal actions for failure to comply with) all rules established by the Convention Center (Authority), which may be amended by the Authority from time to time.

Any Exhibitor not abiding by the terms and conditions set forth herein may forfeit the right to participate in future exhibitions, may be asked to leave the Event, will forfeit any deposits or payments made, and may be subject to additional penalties, which may include legal actions on the part of Spicy Food Productions LLC or others for losses incurred by Spicy Food Productions LLC due to non-adherence of contractual rules.