#### **TYREXPO 2015 CONTRACT**

This contract is entered into and between Expo CR Eventions S.A., and Eventions International, LLC, (party of the first part) herein after called and its capacity called "Organizers" and your company named "The Exhibitor" (party of the second part) for the event herein after referred to as Tyrexpo2015. Where reference is made to "Exhibitor" in this contract it must be understood including "The Exhibitor" to its effects.

#### **Information of the Expo and the Organizers**

Tyrexpo 2015 Tyres, Wheels, and Accessories Exposition of the Americas to be held from April 29<sup>th</sup> to May 1<sup>st</sup>2015, in the Centro De Eventos Pedregal, Heredia, Costa Rica, is organized by **EXPO CReventions S.A**, and **EVENTIONS INTERNATIONAL, LLC** official website is: <a href="https://www.tyrexpo2015.com">www.tyrexpo2015.com</a> the telephone number is: 506-2253-0360 and contact email is: registration@tyrexpo2015.com

Tyrexpo2015's objective is the exposition of new products, therefore the exhibition, sale, promotions and marketing of second hand tires, rims and accessories is prohibited.



#### Complete and sign your contract diligently on behalf of the company

We have made available to your company six types of booths. Choose the one that is the most suitable for your needs and demands. Tyrexpo2015 management at the time of application, will review the availability, and if appropriate, will be assigned the chosen booth by your company and will send exhibitor an email with the confirmation.

Upon completion of the reservation made on-line as presented above, this contract must be sent to email: registration@tyrexpo2015.com, in order to proceed to formal reservation booth selected.

This contract must be signed by a duly accredited representative of the company, and a copy of a valid government issued identification must be included.



## Required Information for "The Exhibitor"

### I. Company Information

Company Legal name for registration of booth.
Address of your company
City/ State/ Zip/ Code/ Country
Company Phone Office Phone Fax Cell
Email / Company Website



#### II. Responsibility for the information provided.

The undersigned signatory hereby affirms that it has the capacity and the authority to execute this contract on behalf of the company "The Exhibitor".

The undersigned signatory on behalf of "The Exhibitor", affirms and ratifies that the information provided herein is for the current to the best of his acknowledge. I further authorize the "Organizers" to publish on its website: www.tyrexpo2015.com directly or through the enclosed document the name of the company as an Exhibitor.

The undersigned signatory on behalf of "The Exhibitor", reaffirms and ratifies the responsibility to keep updated on PROFILE "THE EXHIBITOR" and all data previously supplied. I also agree and affirm, that I know that physical and on-line profile, "The Exhibitor" cannot be changed or amended after January 31<sup>st</sup>, 2015.



# III. Qualifications of the Exhibitor (Select the nature of the functions of your company. You can select multiple)

Mark with an			Mark with an	
	(X)		(X)	
Manufacturer	( )	Retreader	( )	
Merchant	( )	Wheels	( )	
Importer	( )	Tools	( )	
Distributor	( )	Accesories	( )	
Tires	( )	Other:	( )	
If you selected (other) please indicate what				
kind: (x)				
IV. Select your booth from the following list available.  PREFABRICATED FREE SPACE				
		)(		
Booth 9 m <sup>2</sup>		Booth 36 m <sup>2</sup>		
Booth 18 m <sup>2</sup>		Booth 54 m <sup>2</sup>		
Booth 27 m <sup>2</sup>		Booth 90 m <sup>2</sup>		

Online reserved booth number \_\_

**DETAILS OF PREFABRICATED BOOTHS.** (9 m<sup>2</sup> 18 m<sup>2</sup> and 27 m<sup>2</sup>)

9 m<sup>2</sup> (Price \$ 2925) 18 m<sup>2</sup> (Price \$ 5850) 27 m<sup>2</sup> (Price \$ 8775)

#### These includes:

- Floor space, prefabricated booth.
- Sealed labeled with full color printing, lighting, TCJ Electricity and a two output wall sockets, white polycarbonate paneling or Eco panel, natural finish aluminum structure, mounting and dismounting.
- Carpeted floor, two lamps, a metal table, four metal chairs, and a wastebasket.
- Potted plan or tree about 60 cm high.
- Electrical connector.
- Wi-Fi.
- Carpet color:



## DETAILS OF FLOOR ONLY BOOTHS. (36 m<sup>2</sup>, 54 m<sup>2</sup>, 90 m<sup>2</sup>) Price \$295 m<sup>2</sup>

36 m<sup>2</sup> (Price \$ 10,620) 54 m<sup>2</sup> (Price \$ 15,930) 90 m<sup>2</sup> (Price \$ 26,520)

#### These includes:

- Open space and rental area.
- TCJ Electricity and a two output wall socket(s), paneling.
- Wi-Fi.



The Organizer shall make the booths readily available on its website, www.tyrexpo2015.com, on a first-come first-serve basis, as long as these have not been previously reserved. Notwithstanding anything to the contrary contained herein, the Organizer reserves the right to relocate any Exhibitor, and shall use its best efforts to accommodate Exhibitor. If the Organizer chooses to relocate an Exhibitor, same shall be notified through the company information provided via the online registration process. In the event the Exhibitor is not in agreement with its newly assigned space and/or booth, Exhibitor may request a refund of any and all deposits paid to the Organizer. At which time, this Agreement shall be rescinded and the parties agree to hold each other harmless.

#### V. CONTRACTORS

- Each exhibitor will have a choice of contractors offered by **Tyrexpo 2015** to build their stand, which will be pre-registered and approved by show management.
- Exhibitors should select one of the contractors offered by Tyrexpo 2015, found on our website <a href="https://www.tyrexpo2015.com">www.tyrexpo2015.com</a> NO later than January 15<sup>th</sup>, 2015.
- Notwithstanding the foregoing, the exhibitor may choose a contractor outside of the list, and by doing so, assumes all risk responsibility associated with any acts or omissions caused directly or indirectly by the contractor of his/ her choosing. The contractor must be pre-approved by the show Organizer. Prior to the event.
- If the exhibitor has not designated a contractor by the above mentioned date, (he/she) assumes the risk of delay and assembly.

#### VI. Payments of Booths.

All reservations of approved booths, by the exhibitor, will receive an invoice by email with details information of the closing date for deposits and balances.

All contracts and deposits MUST be received within 10 business days from the date of booking your reservation.

- Deposit of 25% of the total value of the booth.
- 50% of the total value must be received no later than November 1, 2014.
- 75% of the total value must be received no later than December 1, 2014.
- 100% of the total payment must be received no later than January 12, 2015.

Any exhibitor with defaulting balances will be subject to cancellation and penalties

#### **PAYMENTS MAY BE MADE:**

- Wire transfer.
- Check.
- Instructions for bank transfer:

#### WIRE TRANFER

Beneficiary Bank JP Morgan Chase Bank, N. A. Beneficiary Eventions International, LLC

Aba 267084131 Swift code chasus33 Account Number 599620635 City/ State/ Country Miami, FL USA

#### CHECK/ Mail to:

Eventions International, LLC

9200 S. Dadeland Blvd.

Suite 508

Miami, FL USA

Note: When sending a check please be sure to: Reference - Tyrexpo 2015, and include Company Name, Contact person, Booth # selected, Return address, Telephone #, E-mail address.

#### VII. Cancellation of Booths/ Return of deposits

A partial or a total cancellation of a booth must be done by email.

A percentage of any deposits made stand payment will be withheld according to the date of cancellation of the space, which is as follows:

- 25% of the total balance will be retained as an administrative fee for the total or partial cancellation of a reserved space until December 15, 2014.
- 50% of the total balance will be retained as an administrative and liquidated damages,

For the cancellation of any booth after December 15<sup>th</sup>, and until 2014 until January 31<sup>st</sup> 2015.

• 100% of the total balance will be retained but prior to as liquidates damages, if the booth is canceled any time after February 1<sup>st</sup> 2015 and up to the event.

Tyrexpo 2015 reserves the right of admission to the exhibitors of the fair if the management considers the exhibition, the material used in it, the use of negative propaganda, or exhibitor, is harmful or objectionable to the interests of Tyrexpo2015, you will be informed of such situation and the management and will proceed to the withdrawal of the conduct in question immediately if this situation is not corrected or changed. This reservation of the right of admission includes people, objects, conduct, printed materials, advertisements, or any other offensive article in the opinion of management. This restriction can be applied at any time before or during the event.

The Exhibitor expressly waives any rights to claims, actions or demands for damages, costs and expenses, including without limitation and, legal fees. Also including lost profits and costs of goods against Tyrexpo2015 and Expo CR Eventions S. A, and EVENTIONS INTERNATIONAL, LLC, Centro De Eventos Pedregal, Tyrexpo 2015 management, representatives, directors, officers, agents, employees and / or officers of the aforementioned companies, such restriction or suspension. Tyrexpo2015 reserves the right to prohibit the sale or exhibition of any product that the management considers inappropriate for the show or according to the account management endangers the safe operation of the expo.

#### VIII. Prohibition

Tyrexpo 2015 prohibits the display, sale, promotion and marketing of used tires, rims and/or Accessories.

#### IX. Civil Liability and Insurance

The "Organizer", shall not at be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

In the event of my discrepancies arising out of the interpretation if this agreement, booth "the organizers" and "the exhibitor" agree to abide by the arbitration clause to this agreement specifically section xi of the agreement conciliation and arbitration.

Tyrexpo 2015 will seek to provide security service excellence for exhibitors, guests and their property during the event, however, shall not be liable for loss of property or damage to property or harm to any exhibitors and/ or third parties. "The Exhibitor" may hire their own respective national or international insurance.

#### X. Conciliations and Arbitration

The applicable law for the purposes of this contract and the Exhibitor Manual Tyrexpo2015 will be Costa Rican.

#### **XI.** Of Conciliation and Arbitration:

All disputes, differences, controversies or claims arising from this contract, or the business and topics to which it refers, its performance, breach, liquidation, interpretation or validity shall be submitted in the first instance to conciliation in accordance with the internal substantive laws expressly stipulated by the parties and the procedure laid down in the regulations of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"), whose rules the parties submit voluntarily and unconditionally. Conciliation hearings will be held in the CICA in San José, Republic of Costa Rica. The reconciliation will be directed by a conciliator appointed by the CICA. If



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📑 tyrexpo costa rica

the dispute is not settled after three sessions of conciliation, or in the event of unsolved issues during the hearing, the conflict will be resolved by mediation according to CICA regulations whose procedural laws the parties, submit voluntarily and unconditionally.

Acceptance of this o	contract and the Exhibitor Man	ual for Tyrexpo2015.
By signing, I "The Exhibitor" agreemanual (Located on the webside: v		- ·
the show rules & regulations, and t	hat I accept the price and terms o	f the booth reservations.
"Exhibitor" Company		 Date