

# ***CONTRACT***



***COSTA RICA  
2015***

***TYRES, WHEELS & ACCESSORIES  
EXPOSITION OF THE AMERICAS***



# **TYREXPO 2015 CONTRACT**

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**This contract is entered into by and between Expo CR Events S.A., and Events International, LLC, (party of the first part) herein after referred to as "The Organizer" and your company "The Exhibitor" (party of the second part) herein after referred to as "The Exhibitor" for the event herein after referred to as Tyrexpo2015.**

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

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Tyrexpo 2015 Tyres, Wheels, and Accessories Exposition of the Americas to be held from April 29th to May 1st 2015, in the Centro De Eventos Pedregal, Heredia, Costa Rica, is organized by EXPO CR Events S.A, and EVENTS INTERNATIONAL, LLC official website is: [www.tyrexpo2015.com](http://www.tyrexpo2015.com) the telephone number is: 506-2253-0360 and contact email is: [registration@tyrexpo2015.com](mailto:registration@tyrexpo2015.com)

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 consult the availability, and if appropriate, will assign the chosen booth to your company and send you an email with the confirmation.

Pursuant to the online reservation, this contract must be sent via email: [registration@tyrexpo2015.com](mailto:registration@tyrexpo2015.com), this will assure reservation of the booth selected.

This contract must be signed by a duly accredited representative of the company, please append a copy of a valid identification document.



## Required Information from "The Exhibitor"

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### I. Company Information

Company Legal name for registration purposes

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 "The Exhibitor".

The undersigned signatory on behalf of "The Exhibitor", affirms and ratifies that the information provided herein is correct to the best of his knowledge. I further authorize the "Organizers" to publish on its website: [www.tyrexpo2015.com](http://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", hereby reaffirms and ratifies of their responsibility to keep their PROFILE updated and all data previously supplied. I also agree and understand that the physical and on-line profile of "The Exhibitor" cannot be changed or amended after January 31st, 2015.

## III. Qualifications of the Exhibitor

(Select the nature functions of your company. You can select multiple)

Mark with an (X)

- |                     |     |                      |     |
|---------------------|-----|----------------------|-----|
| <b>Manufacturer</b> | ( ) | <b>Retreader</b>     | ( ) |
| <b>Merchant</b>     | ( ) | <b>Wheels / Rims</b> | ( ) |
| <b>Importer</b>     | ( ) | <b>Tools</b>         | ( ) |
| <b>Distributor</b>  | ( ) | <b>Accessories</b>   | ( ) |
| <b>Tires</b>        | ( ) | <b>Other:</b>        | ( ) |

If you selected (Other) please indicate what kind:

#### IV. Select your booth from the following list available.

##### PREFABRICATED

Booth 9m2 ( )  
Booth 18m2 ( )  
Booth 27 m2 ( )

##### FREE SPACE

Floor 36m2 ( )  
Floor 54m2 ( )  
Floor 90m2 ( )

Online reserved booth number

#### PRICE & DETAILS OF PREFABRICATED BOOTHS (9m2 18 m2 and 27 m2) Price \$325 / m2

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

These include:

- Floor space and prefabricated booth.
- Sealed labeled with full color printing , lighting , TCJ Electricity and a two output wall / floor 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 plant or tree about 60 cm high.
- Electrical connector.
- Wi-Fi.
- Choice of carpet colors:





**PRICE & 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 \$ 26,550)

These include:

- Open floor space.
- TCJ Electricity and a two output wall / floor sockets.
- Wi-Fi.

The Organizer shall make the booth and floor space readily available on its website, [www.tyrexpo2015.com](http://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 floor 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. At which time, this contract shall become null and void.

## V. Contractors

Each Exhibitor will have a choice of contractors offered by Tyrexpo 2015 to build their prefabricated booth, which are pre-registered and approved by show management.

Exhibitors should select one of the contractors offered by Tyrexpo 2015, found on our website [www.tyrexpo2015.com](http://www.tyrexpo2015.com) NO later than January 15th, 2015.

Notwithstanding the foregoing, the exhibitor may choose a contractor outside of the list, and by doing so, assumes all risk and 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, January 15th 2015 (He/She) assumes the risk of delay in assembly.



## **VI. Payments of Booths.**

All reservations will receive an invoice by email, with detailed information for deposits and balances. All contracts and initial deposits **MUST** be received within 10 business days from the date of booking your reservation.

- Deposit 25% of the total value of the reservation, within ten (10) business days.
- 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 may be subject to cancellation and penalties

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### **Payments may be made by:**

- Wire transfer
- Check

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### **WIRE TRANSFER INSTRUCTIONS**

Beneficiary Bank	<b>JP Morgan Chase Bank, N. A.</b>
Beneficiary	<b>Eventions International, LLC</b>
Aba	<b>267084131</b>
Swift code	<b>chasus33</b>
Account Number	<b>599620635</b>
City/ State/ Country	<b>Miami, FL USA</b>

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### **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 / Return of deposits

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

A percentage of any payments made will be withheld according to the date of cancellation, as follows:

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- **25% of the total balance will be retained as an administrative fee for the cancellation of a reserved space until December 15, 2014.**
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- **50% of the total balance will be retained as an administrative fee and as liquidated damages, for the cancellation of a reserved space after December 15th 2014, and before January 31st 2015.**
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- **100% of the total balance will be retained as liquidated damages, for the cancellation of a reserved space after February 1st 2015 and up to the date of the event.**
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Tyrexpo 2015 reserves the right of admission; If the management considers the exhibition of certain materials, the realization of negative propaganda, maybe harmful or objectionable to the interests of Tyrexpo2015, you will be informed of such situation by the management and will proceed to the withdrawal of the conduct in question immediately if this situation is not corrected or changed, you will be asked to leave. 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 waves 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 Events 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. Tyrexpo2015 reserves the right to prohibit the sale or exhibition of any product that the management considers inappropriate for the show or, according to management endangers the safe operation of the expo.





## VIII. Preclusions

Tyrexpo 2015 prohibits the display, sale, promotion and marketing of used tires, rims, equipment, parts 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 x of the agreement, conciliation and arbitration.

Tyrexpo 2015 will seek to provide security service 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 wish to obtain insurance for any unforeseen casualties and/or events.

## X. Conciliations and Arbitration

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

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 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 shall submit to voluntarily and unconditionally.



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## **Acceptance of this contract and the Exhibitor Manual for Tyrexpo2015**

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By signing, I " The Exhibitor" agree that I have read and understood the Tyrexpo 2015 exhibitor manual (Located on the website: [www.tyrexpo2015.com](http://www.tyrexpo2015.com), under the exhibitor section) which includes the show rules & regulations, and further, accepts the price and terms of the booth and /or space reservations.

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**"Exhibitor" Company**

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**Name of representative**

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**Date**