



THIRD PARTY VENDOR CONCESSION AUTHORIZATION

ASM Global hereby grants to the concession operator named below (“Vendor”) a limited and revocable license and authorization (the “Authorization”) on the terms and subject to the conditions hereof for approved events in the Las Cruces Convention Center in Las Cruces, New Mexico during (___ Date ___) (“Effective Period”). ASM Global shall determine from time to time, solely in its discretion, the events to be worked by Vendor during the Effective Period. ASM Global does not offer or guarantee Vendor a minimum number of events, a particular type or category of events, or a minimum level or amount of income, revenue, or profit in connection with or pursuant to this Authorizations.

Name of Vendor: _____

This authorization shall be subject to and governed by ASM Global written Policies and Procedures for Third Party concessions (“Policies & Procedures”), as adopted, amended and /or supplemented from time to time by ASM Global; provided, ASM Global shall give written notice to Vendor of each modification from time to time made in, the Policies and Procedures. Vendor acknowledges its receipt and understanding of the Policies and Procedures and agrees to be bonded by and comply with all applicable provisions thereof in connection with this authorization.

Vendor is hereby authorized and permitted to sell only the following food and /or beverage items (in the size specified at the prices specified) during each event worked Vendor:

ITEM	SIZE	PRICE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____

Vendor understands, acknowledges and agrees that this Authorization does not create or constitute an exclusive right or privilege in favor of Vendor to sell any food or beverage item during an event and that nothing in or relating to his Authorization shall prohibit or prevent ASM Global , any affiliate(s) of ASM Global or any other ASM Global contractor(s) from offering and selling the same, similar or different food and /or beverage items during any Convention Center event, including events worked by Vendor. ASM Global shall have the right from time to time, solely in its discretion, to remove items from or add items to the foregoing list of authorized food and/or beverage items to be sold by Vendor; provided, ASM

Global, shall give 30 days prior written notice to Vendor of any change to be made in the list of Vendor's authorized food and/or beverage items. A vendor's location for the sale of authorized food and/or beverage items within the Center shall be determined from time to time by ASM Global solely in its discretion. In consideration of the authorization, Vendor agrees to pay ASM Global a commission for each event worked by Vendor in an amount equal to 25% of net sales (gross sales less sales taxes) on all food items sold and 25% of net sales on all beverage items sold. Each commission shall be paid in full to ASM Global at its center office no later than noon on the first working day after the event for which the commission is due. Vendor shall promptly furnish all beginning and ending inventory records, sales records, and other support documentation requested by ASM Global in connection with each event worked by Vendor, including Vendor's records of sales per item for each location.

Vendor accepts and undertakes this authorization from ASM Global as an independent contractor. Vendor's performance in connection with this authorization, including but not limited to the purchase, maintenance and storage of Vendor's equipment, inventories and supplies; the payment of Vendor's labor costs, employment taxes and other expenses relating to Vendor's employees; the acquisition and maintenance of all required licenses and permits; the purchase and maintenance of all required insurance; and the collection, withholding and/or payment of all sales and use taxes, income taxes and other applicable taxes, if any, shall be the sole responsibility and obligation of Vendor to Vendor's cost and expense. ASM Global shall have the right to disapprove any employee, agent or contractor of Vendor based on misconduct, including but not limited to any failure to comply with the Policies and Procedures and other terms or conditions of this Authorization. At the request of ASM Global, Vendor shall not use or employ the services of any disapproved employee, agent, or contractor for Center events.

This Authorization shall be effective only for and during the Effective Period, unless hereafter extended or renewed by ASM Global in writing, Vendor's limited authorized food and/or beverage items at Las Cruces Convention Center events pursuant to this authorization shall cease and terminate on the last day of the Effective Period.

ASM Global may revoke and terminate this authorization at any time, with or without cause, by giving 30 days prior written notice thereof to Vendor: provided, if Vendor defaults in the timely payment of any commission to ASM Global or fails to comply in a timely manner with any other term or conditions of this Authorization, including but not limited to the Policies and Procedures, ASM Global may immediately revoke and terminate this authorization without prior notice to Vendor. Time is of the essence with respect to Vendor's performance, Vendor may surrender and terminate this authorization at any time, with or without cause, by giving 30 days' prior written notice thereof to ASM Global.

Vendor:

(Signature of Authorized Vendor Representative) (Date)

(Printed Name of Authorized Vendor Representative)

ASM Global:

Miguel Robles – Food & Beverage Manager (Date)