

OFFICE USE ONLY (2/10-Web)	Date Paid: ____/____/____	Booth Fees: \$ _____	Date Rec: ____/____/____
Pay Type: <input type="checkbox"/> Invoice <input type="checkbox"/> Check <input type="checkbox"/> Credit Card	Booth Pkg: \$ _____	Contract #: _____	
Booth Conf Sent: ____/____/____	TOTAL AMT DUE: \$ _____		Booth #: _____

2010 TEXAS FOOD & FUEL EXPO EXHIBIT AGREEMENT

July 26 & 27 ~ Monday & Tuesday | Gaylord Texan Resort, Halls C - E | Grapevine, TX

BOOTH SIZES & RATES	
<input type="checkbox"/> 10X10 (STANDARD) Includes: 8' high back drape, 36" high side divider, and I.D. Sign.	\$1,500
<input type="checkbox"/> 10X20 (STANDARD) Includes: 8' high back drape, 36" high side divider, and I.D. Sign.	\$2,700
<input type="checkbox"/> 10X20 P (PREMIUM - SHADED BOOTHS) Includes: 8' high back drape, 36" high side divider, and I.D. Sign.	\$3,000
<input type="checkbox"/> (2) 10X20 P – Includes: Perimeter marking and I.D. Sign.	\$6,000
20X20 (ISLAND) - SOLD OUT	\$5,000
<input type="checkbox"/> EACH ADDITIONAL 10X10 (STANDARD) Includes: 8' high back drape, no side divider drapes.	\$1,200

BOOTH PREFERENCES
See Floor Plan
1st CHOICE: _____
2nd CHOICE: _____
3rd CHOICE: _____
IF POSSIBLE, WE WISH NOT TO BE NEAR:
TYPE OF EXHIBITOR:
<input type="checkbox"/> FOOD BROKER <input type="checkbox"/> GROCERY WHOLESALER
<input type="checkbox"/> SUPPLIER/MANUFACTURER
ELECTRIC & UTILITIES - ON YOUR OWN FORMS IN FREEMAN'S ON-LINE KIT IN MAY 2010

OPTIONAL BOOTH PACKAGE ~ \$165 per 10x10 Increments:

Includes: 9'x10' Classic Black Carpet, 1-6'x30" Skirted Table, 2-Standard Booth Chairs, 1-Waste Basket, and one time booth cleaning/vacuuming prior to the opening of the show. You must order the exact number of packages per # of 10x10's contracted to receive the discounted rate, which is a **savings \$110 per package**. You can't make any changes only additions; otherwise you will have to order directly through FREEMAN on-line services and pay the higher rate in May 2010.

- CHECK the appropriate box below:**
- | | |
|---------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> I DO NOT WANT the Optional Booth Package. | <input type="checkbox"/> (3) 10x10's, add \$495 to booth fees. |
| <input type="checkbox"/> (1) 10x10, add \$165 to booth fees. | <input type="checkbox"/> (4) 10x10's, add \$660 to booth fees. |
| <input type="checkbox"/> (2) 10x10's, add \$330 to booth fees. | |

METHOD OF PAYMENT: Select method below.

TOTAL DUE: \$ _____

See Terms & Conditions on the reverse side and please review the sections on **Payment Procedures & Refund Policy**. All sums due under this Agreement are payable to *Texas Food & Fuel Expo*, at the below address.

Pay by Check: # _____ (*payable to Texas Food & Fuel Expo*)

Pay by Credit Card: AMX MasterCard Visa

Credit Card #: _____ Exp. Date: ____/____/____
(Month Year)

Name On Card: _____
(Please Print)

LIST THE PRIMARY PERSON TO RECEIVE ALL EXHIBIT DETAILS → PLEASE PRINT			
Primary Contact:	_____	Phone:	_____
Company:	_____	Fax:	_____
Address:	_____	Cell:	_____
City/ST/Zip:	_____	<small>(Cell Phone to be used for onsite purposes)</small>	
Email:	_____	Web:	_____
<i>I agree to abide by the Terms & Conditions stated herein, including those printed on the reverse side of this Agreement</i>			
Lessee Signature:	_____	Date:	_____

MAIL TO: Texas Food & Fuel Expo, 401 W. 15th St., Ste. 510, Austin, TX 78701 | **FAX TO:** 512/342-9131

QUESTIONS: Dana Fuller, TGCA ★ 800/856-8342 - 512/926-9285 ★ dana@txgca.org

www.txfoodandfuelexpo.com

2010 TEXAS FOOD & FUEL EXPO TERMS & CONDITIONS

BOOTH ASSIGNMENT: The 2009 Exhibitors were given the first opportunity for Booth Pre-Sell in a pre-determined order for the 2010 Texas Food & Fuel Expo. Pre-Sell was held during the July 2009 Expo in San Antonio, Texas.

Booth sales are now open to the industry. Exhibit Agreement's must be submitted along with the appropriate payment to Texas Food & Fuel Expo. Booth Space will be assigned on a first-come, first-serve basis at Show Management's discretion for the 2010 Texas Food & Fuel Expo. Show Management will make every attempt to assign booth space according to the Exhibitor's request, but reserves the right to alter locations of exhibitors or booths shown on the floor plan, if deemed in the best interest of the show and to ensure an even traffic flow. Exhibitors may request up to three choices and if these are unavailable, Show Management will contact you for alternate choices.

Upon receipt of signed Exhibit Agreement, confirmation for booth assignments will be sent via email. **It is the exhibitor's responsibility to verify in advance any published information or booth numbers are correct. Changes to any exhibitor information must be made in writing.**

PAYMENT PROCEDURES: Three payment options are available depending on when the Exhibit Agreement is received:

- 1) **Between October & December 2009:**
Show Mgmt. will invoice upon request, with full payment due by December 31, 2009.
- 2) **Between January & March 2010:**
Show Mgmt. will invoice upon request, with full payment due within 14-days of invoicing. If payment is not received within 14-days and no communication has been made with Show Mgmt., Show Mgmt. has the right to release the booth space and will notify the company accordingly.
- 3) **Between April & July 2010:**
Full payment by check or credit card must accompany Exhibit Agreement.

REFUND POLICY: All cancellations **must be** submitted to Texas Food & Fuel Expo in writing. Execution of this agreement binds exhibitors to the stated refund policy. Refunds for cancelled booth space will be as follows: before

- December 31, 2009 – **Full Refund**;
- Between December 31, 2009 & March 31, 2010 – **50% Refund**; and
- After March 31, 2010 there will be – **NO REFUNDS**.

EXHIBIT BOOTH: Exhibitors are encouraged to have carpet in their booth spaces. See the front side for what's included with your booth. Show Mgmt. is offering an Optional Booth Package for \$165 per 10x10 increments, which is a 50% discount, if ordered directly from the decorator. **Electric & Utility hook-up forms** (on your own) and will be included in your Exhibitor On-Line Services Kit. Add'l booth furnishings, utilities, shipping information, and order forms will also be in this kit, which is through the General Service Contractor, Freeman via Freeman On-Line and the Expo's website. On-Line Kit available May 2010.

The spaces behind the booths are for utility connections, and may not be used by the exhibitor

unless special arrangements are made with Show Management. All exhibits must not be of such nature or arrangement to obstruct the view of or interfere with exhibits of others. Any variances to booth restrictions must receive Show Management approval prior to move-in. If Show Management determines your exhibit obstructs or interferes in any way with other exhibits in the area, you will be asked to conform to the show rules during the show. If you are unable to comply with the rules you will be asked to dismantle your booth, or the part of the booth not conforming. TGCA/TPCA will not give refunds to any exhibitors asked to dismantle their booth.

For a complete listing of the Display Rules and Regulations contact Dana Fuller at dana@txgca.org or 800/856-8342.

Exhibitors are responsible for checking to make sure the booth they have selected is workable for their exhibit purpose (i.e. accessibility to water, drains, no columns in the way, etc.). Exhibitors are also reminded that freight door locations should be avoided if they require more than 2 hours set-up time or have any large booth equipment. In addition, TGCA/TPCA will not be held responsible if an exhibitor chooses to select a booth in close proximity to a competitor after the competitor has chosen their booth.

Exhibitors may choose to create their own multiple booth space, from a series of 10x10's in lieu of selecting one of the pre-drawn spaces already on the plan, as long as they are arranged in a series along a straight line; otherwise they must be approved by Show Management. The created booth will be priced the same as any other booth of the same size and/or location. TGCA/TPCA reserves the right to hold any multiple booth space intact until such time as it is deemed fit to break up the space into smaller units.

TYPES OF EXHIBIT BOOTHS AVAILABLE:

In-Line Booth/In-Line Corner Booth, Premium Booths, Perimeter Booth, Island booth, and Split Island Booth. Please be sure to review the requirements for use of space outlined in the Legend/Booth Pricing.

CARE OF EXHIBIT SPACE: The exhibit floor will be cleaned daily, and all trash should be placed in the aisles at the close of the show. Exhibitors must not place any refuse, or any material, which will endanger public safety or cause inconvenience to other exhibitors, on the floor during exhibit hours. Exhibitors shall not injure, mar, mark, paint, or in any manner deface the exhibit hall; or use nails, hooks, pins, screws, Scotch tape, or masking tape on the building. The exhibitor is liable for all damages he/she may cause to the building, or other in connection with his/her exhibit.

SUBLETTING EXHIBIT SPACE: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them except upon written permission from TGCA/TPCA. Exhibitors sharing a booth must seek approval from TGCA/TPCA in writing with company name and relationship between the parties proposing to share booth space. The shared space, if approved, must be contiguous. Upon approval, only one contact name, company name and address may be given on the exhibit booth contract as the key contact for the booth. This person will be responsible for providing information to all others sharing the booth space.

TGCA/TPCA will not be responsible for disseminating information to other parties. TGCA/TPCA will publish the sharing exhibitor(s) contact information and acknowledge the company name on badges as provided.

INSURANCE & LIABILITY: Exhibitors wishing to insure their property must do so at their own expense. Exhibitors must have representatives in attendance at all times when the exhibits are open, and especially when exhibits are being set up or dismantled, to protect them against loss. The TGCA/TPCA will not be responsible for the property of exhibitors from theft, damage by fire, water, accident, or other causes. It will do all in its power to protect the property against such loss and will have guards secure the building at all times. It is expressly understood and agreed, and the exhibitor agrees by accepting these rules, that he/she will make no claim of any kind against the TGCA/TPCA, or any of its members or its employees for any loss, damage to or destruction of goods, or for any injury that may occur to himself/herself or his/her employees while in the Gaylord Texan Resort, or for any damage of any nature or character whatsoever. Gaylord Texan Resort is not liable to the exhibitor for any damage to or for the loss or destruction of any exhibit or the property of the exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the hall, its officers, agents, servants, employees or otherwise, all claims for such loss or damage being expressly waived by exhibitor who agrees to indemnify and hold harmless TGCA/TPCA and Gaylord Texan Resort from such claims.

INSTALLATION & REMOVAL OF EXHIBITS:

The show's official show decorator, Freeman, will be available to install and remove exhibits. All exhibitors with special move-in needs, such as mobile units, car washes, vehicle displays **MUST CONTACT** Show Management at 800/856-8342 immediately for advance move-in dates and times. The exhibit hall will become available for set-up for all other exhibitors on Sunday, July 25 from 8:00 a.m. to 5:00 p.m. and Monday, July 26 from 7:30 to 10:30 a.m. All booths must be set and ready by 11:00 a.m., Monday, July 26, 2010. Dismantling of exhibits may begin Tuesday, July 27 from 3:00 to 7:00 pm and all exhibit materials must be cleared from the facility by 7:00 p.m.

BADGES & CONVENTION REGISTRATION:

Payment of booth space does not include automatic pre-registration for badges and convention activities. Exhibitors will receive **SIX** complimentary badges per 10x10 booth space. Exhibitors will receive convention registration material and are encouraged to pre-register for any of the events.

AMENDMENTS TO AGREEMENT: All points not covered herein are subject to settlement by TGCA/TPCA (known as Show Management), and reserves the right to make such changes, amendments, and additions to these rules, and such further regulations as may be considered necessary. If legal action is required to enforce this contract, the prevailing party is entitled to recover reasonable attorney fees, administrative cost, cost of court and any other expenses incurred in enforcing the contract. Venue for any action under this contract shall be in Travis County, Texas.