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|-----------------|--|-------------------------|---------------------------|
| OFFICE | Date Paid: ____/____/____ | Booth Fees: \$_____ | Date Rec.: ____/____/____ |
| USE ONLY | Pay Type: <input type="checkbox"/> Invoice <input type="checkbox"/> Check <input type="checkbox"/> Credit Card | Booth Pkg Cost: \$_____ | Contract #: _____ |
| <i>(08-Web)</i> | Booth Conf Sent: ____/____/____ | TOTAL AMT DUE: \$_____ | Booth #: _____ |

2008 TEXAS FOOD & FUEL EXPO EXHIBIT AGREEMENT

July 21 & 22 ~ Monday & Tuesday | Gaylord Texan Resort | Grapevine, Texas

| 2008 BOOTH SIZES & RATES | |
|--|---------|
| <input type="checkbox"/> 10x10 (STANDARD) <i>Includes: 8' high back drape, 36" high side divider, and I.D. Sign.</i> | \$1,500 |
| <input type="checkbox"/> 10x20 (STANDARD) <i>Includes: 8' high back drape, 36" high side divider, and I.D. Sign.</i> | \$2,700 |
| <input type="checkbox"/> 10x20 P (PREMIUM - SHADED BOOTHS) <i>Includes: 8' high back drape, 36" high side divider, and I.D. Sign.</i> | \$3,000 |
| <input type="checkbox"/> 20x20 (ISLAND) <i>Includes: Perimeter marking and I.D. Sign.</i> | \$5,000 |
| <input type="checkbox"/> EACH ADDITIONAL 10x10 (STANDARD) <i>Includes: 8' high back drape, no side divider.</i> | \$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"/> BROKER <input type="checkbox"/> WHOLESALER <input type="checkbox"/> SUPPLIER/MANUFACTURER |

OPTIONAL BOOTH PACKAGE ~ \$165 Per 10x10 Increments: Includes: 9'x10' Classic 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 of \$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.

CHECK THE APPROPRIATE BOX BELOW FOR OPTIONAL BOOTH PACKAGE:

- I DO NOT WANT the optional package
- (1) 10x10, add \$165 to booth fees
- (2) 10x10's, add \$330 to booth fees
- (3) 10x10's, add \$495 to booth fees
- (4) 10x10's, add \$660 to booth fees

| | |
|---|---------|
| TOTAL DUE: | \$_____ |
| ELECTRIC & UTILITIES - ON YOUR OWN FORMS IN FREEMAN'S EXHIBITOR KIT ON-LINE IN MAY | |

METHOD OF PAYMENT:

Select method below. For refund policy, see Terms and Conditions on the reverse side.
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 | / / |
|---------------|--|----------|-----|

LIST THE PRIMARY PERSON TO RECEIVE ALL EXHIBIT INFORMATION ~ PLEASE PRINT

| | |
|--|--------|
| Primary Contact: | Phone: |
| Company: | Fax: |
| Address: | Email: |
| City/ST/Zip: | 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

2008 TEXAS FOOD & FUEL EXPO TERMS & CONDITIONS

BOOTH ASSIGNMENT: 2007 Exhibitors were given the first opportunity for Booth Pre-Sell in a pre-determined order for the 2008 Texas Food & Fuel Expo. Pre-Sell was held on the first day of the 2007 Expo at the Henry B. Gonzalez Convention Center in San Antonio.

Booth sales are now open to the industry. Exhibit Agreements must be submitted along with the appropriate payment method as listed. Booth Space will be assigned on a first-come, first-serve basis at Show Mgmt. discretion for the 2008 Texas Food & Fuel Expo. Show Mgmt. 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 Mgmt. 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 signed:

- 1) Full Payment within 30-days of Exhibit Agreement signing. At which time, Show Mgmt. will invoice with payment due upon receipt;
- 2) Full Payment with signed Exhibit Agreement; or
- 3) Full Payment must accompany Exhibit Agreement, if signed after March 31, 2008.

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, 2007 - **full refund**; between December 31, 2007 and March 31, 2008 - **50% refund**; and after March 31, 2008 there will be **NO REFUNDS**.

EXHIBIT BOOTH: Exhibitors are **required** to have carpet in their booth spaces, unless **special arrangements** are made with Show Mgmt. 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 off of the cost, 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. Additional booth furnishings, utilities, shipping information, and order forms will also be in this kit, which is available through the General Service Contractor, Freeman via direct mail and accessed via the Expo's website. Kits will be available on-line May 2008.

The spaces behind the booths are for utility connections, and may not be used by the exhibitor unless special arrangements are made with Show Mgmt. 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 Mgmt. approval prior to move-in. If Show Mgmt. 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. 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.

Exhibitors in the premium corner booths, or "endcaps," have special set-up requirements, which must be met in order to maintain the line of sight down the aisle. Endcap booths have a back wall 20 feet wide. The center 10 feet of that wall may contain a display that is 8 feet in height. The 5 feet on either side of that center portion are limited to displays 4 feet in height. Exhibitors in endcap booths must finish the back portion of their space so it will not be objectionable to the adjacent exhibitors. TGCA/TPCA reserves the right to have such finishing done and bill the exhibitor for charges incurred.

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. The 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 & remove exhibits. All exhibitors with special move-in needs, such as mobile units and car washes, **MUST CONTACT** Show Mgmt. immediately for advance move-in dates and times. The exhibit hall will become available for set-up for all other exhibitors on Sunday, July 20 from 8 am to 5 pm and Monday, July 21 from 7:30 am until 10 am. All booths must be set and ready by 11 am Monday, July 21, 2008. Dismantling of exhibits may begin Tuesday, July 22, immediately following the closing of the show, 3 pm. All exhibit materials must be cleared from the facility by 8 pm.

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. Texas.