



February 22 - 25, 2009
Carefree Resort & Villas
Carefree, Arizona

STANDARD VENDOR CONTRACT

1. VENDOR PRICING

Standard Pricing

Table with 2 columns: Matches, Price. 10 Matches \$15,500, 15 Matches \$18,500

Additional matches above 15 are \$1,000 per match

Package Includes:

- Private suite for meetings (includes attached master bedroom)
- One complete meal package for lead attendee
- Pre-event communication with growers via secure Xtranet (3-4 weeks prior to on-site meetings)
- Detailed profiles of the operations and their initiatives

Additional meal packages and rooms are the expense of the vendor

Total \$ Deposit \$ Balance due \$

2. PAYMENT SCHEDULE

For contracts submitted through October 30, 2008

50% deposit due with contract
Balance due October 31, 2008

For contracts submitted October 31, 2008 or after:

Payment in full due with contract

CHECKS PAYABLE TO: VegetableXchange

3. CONTACT INFORMATION

Firm Name

Company Name for Event Listing

Firm Shipping Address

(No P.O. Box)

Firm Mailing Address

City, State, Zip

Contact

Contact Title

Telephone

FAX

e-Mail Address

Web URL

Accounts Payable Contact

e-Mail Invoice To

We agree to abide by all rules and regulations governing the event as printed on the reverse side hereof and which are a part of this contract. Acceptance of this application by the event producer constitutes a contract.

Signature

Title

Print Name

Date

RETURN TO:

VegetableXchange
14551 County Road 11, Suite 145
Burnsville, MN 55337
FAX: 952-736-9362

Contact: John Hendel
Phone: 952-224-8540

NO REFUNDS. If payments are not made by the respective due dates, then in addition to all other rights VegetableXchange may have, we may elect to cancel the match(es) and attempt to reassign them. If we do so, all previously paid monies will be retained to apply against our losses and administrative costs, and you will still be responsible for the balance of payments due under this Agreement. This will not be our sole remedy. Application for participation at VegetableXchangeSM indicates the applicant's willingness to abide by all accompanying terms and conditions set forth in the VENDOR'S Manual. These terms and conditions are an integral part of this agreement which represents a binding commitment for you to participate at this Event and for us to provide this service. If you fail to abide by any provisions of this agreement, including the terms and conditions set forth in the VENDOR Manual, VegetableXchangeSM may retain all deposits previously paid, suspend your rights to participate, and seek additional damages for breach of this agreement.



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VENDOR PARTICIPANTS: Vendor agrees to bring a senior level executive with contractual authority to the Event. Additional meals, accommodations, catering, shipping, and ancillary activities, etc. are the responsibility of the Vendor.

VGX SERVICES VegetableXchange ("VGX") agrees to arrange matches between Vendor and senior executives of companies ("Teams") with budgeted initiatives in the Vendor's solution area(s) and who have expressed an interest and willingness to meet with vendors at VGX. The sole obligation of VGX with respect to making matches is to provide to Vendor a list of names and contact information for such Teams, access to VGX's Xtranet prior to the Event and assurance that the Teams will attend the meetings at VGX. It is Vendor's obligation to communicate with these Teams to discuss an agenda for each of the meetings at the Event. VGX shall be deemed to have met its obligation if it arranges the required number of matches. If there is any dispute as to whether a match was made, the match shall be considered to have been made when (i) either the senior executives of a company having an interest in Vendor's solution area(s) want to meet Vendor or the editor of Meister Media Worldwide confirms that a company attending the Event has this interest, and (ii) Vendor has been provided the contact information for the Team. There will be no changes made to schedules within 30 days of the Event.

If VGX fails to provide Vendor with the minimum number of matches set forth in Section 1 of the face of this Agreement, its sole obligation to Vendor shall be, at its option, to either (i) return to Vendor a pro-rated fee based on the package Vendor purchased for each match not provided to Vendor, or for each Team that does not participate in a pre-arranged meeting (unless the Team's participation is caused by the action or inaction of Vendor), or (ii) cancel Vendor's participation in the Event and return all amounts paid by Vendor to VGX as set forth in Section 1. However, if VGX cannot secure a minimum of three matches for Vendor, then at Vendor's request, VGX will cancel Vendor's participation in the Event, and provide a full refund within 30 days following the Vendor's request. VGX shall not be liable to Vendor for any lost profits, consequential or punitive damages.

VENDOR OBLIGATIONS Vendor acknowledges that once Vendor has agreed to participate in the Event, VGX and companies having an interest in Vendor's solution area(s) will be relying upon such participation in making arrangements with respect to the Event. Vendor therefore agrees to use its best efforts to follow through with all matches made by VGX and to communicate with such Teams, establish meeting agendas with such Teams, and attend the Event. If for any reason Vendor fails to do so, Vendor shall not be entitled to any refund of any amounts paid to VGX under this Agreement. Vendor further acknowledges that if Vendor fails to attend the Event, such failure will cause damage to VGX and to the Teams, if any, that have scheduled meetings with Vendor. Vendor acknowledges that such damages are not easily ascertainable, and Vendor agrees that if it cancels its participation or fails for any reason to attend the Event, then in addition to forfeiting all payments made under this Agreement, Vendor will be liable to VGX for payment of the balance of the amount set forth in Section 1 on the face of this Agreement, and shall pay such additional amount to VGX within 10 days following demand by VGX.

LICENSES/PERMITS Vendor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at VegetableXchange. Vendor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at the Event.

SUITE ASSIGNMENT Suite assignments will be made by VGX in the order in which initial deposits are received

EVENT GUIDELINES Vendor shall not assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from VGX, which approval may be withheld for any reason.

VGX reserves the right to restrict the use of suites which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any materials which, in the opinion of VGX may detract from the general character of VGX as a whole, or consists of products or services inconsistent with the purpose of the Event. This reservation includes persons, things, conduct, printed matter, and anything of a character which VGX determines is objectionable. In the event of such restriction or removal, VGX shall not be liable for any refunds or other exhibit expenses.

INSURANCE Vendor shall obtain insurance for its property against damage and loss, and public liability insurance against injury to the person and property of others at its own expense. Vendor expressly releases VGX, MMW/VX, LLC, Meister Media Worldwide and VerticalXchange, LLC from any and all liability for any damage, injury or loss to any person or goods which may arise from Vendor's rental and occupation of space at the Event and agrees to hold and save VerticalXchange, LLC, Meister Media Worldwide, MMW/VX, LLC, and VGX harmless of and from any loss or damage by reason thereof.

VENUE/JURISDICTION/ATTORNEYS FEES This Agreement was entered into in Burnsville, Minnesota, and shall be governed by the laws of the State of Minnesota. Any litigation concerning this Agreement or related to Vendor's participation in the Event, shall be exclusively venued in the state courts of Minnesota, located in Dakota County, Minnesota, or in the federal courts of Minnesota, located in Hennepin County, Minnesota, and Vendor agrees to submit to the jurisdiction of such courts. If VGX retains counsel to enforce any obligations of Vendor under this Agreement, Vendor shall be responsible for reimbursing VGX for the attorneys fees VGX incurs.

OTHER VENDOR REQUIREMENTS Cost of attendance by Vendor and its personnel and all ancillary requirements of Vendor is the responsibility of Vendor. Special needs must be arranged through the Resort. A complete Vendor's Manual will be sent approximately six (6) weeks prior to the Event to all Vendors having accounts paid in full.

ARRIVAL: February 22, 2009 4:00 PM Check-in
DEPARTURE: February 25, 2009

ADDITIONAL INFORMATION
Event Info Line (952) 224-8540
FAX (952) 736-9362