



## VegetableXchange / TreeFruitXchange Participation Agreement

This Agreement is made as of the date listed below between MMW/VX, LLC d/b/a VegetableXchange / TreeFruitXchange ("VGX / TFX") and \_\_\_\_\_ (Name), \_\_\_\_\_ (Title), for \_\_\_\_\_ (Company ("Participant")).

MMW/VX, LLC organizes VegetableXchange / TreeFruitXchange, which is a facilitated three-day forum that aligns executive decision makers having significant buying power with principal marketing and sales executives, for the purpose of concise, one-to-one meetings. Participant has agreed to participate in VegetableXchange / TreeFruitXchange, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for MMW/VX, LLC's organization of VegetableXchange / TreeFruitXchange described in paragraph 3 for the vegetable and treefruit growing industry, VegetableXchange / TreeFruitXchange ("VGX / TFX") Participant will attend VGX / TFX. Such attendance shall include full time participation in all meetings and activities sponsored by VGX / TFX in connection with VGX / TFX by a decision maker of Participant who has final decision-making authority for Participant (the "Decision Maker"). All of these persons must be involved in the purchasing process for Participant. In consideration for Participant's attendance, VGX / TFX shall organize VGX / TFX, secure the attendance of key suppliers from Participant's industry, and facilitate one-on-one appointments between the Participant and such suppliers.
2. VGX / TFX shall make reservations, and pay all transportation expenses for Participant, including coach airfare, hotel accommodations, and ground transportation to the location of VGX / TFX. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant's sole expense.) VGX / TFX will also provide meals to such persons. VGX / TFX shall not, however, be responsible for personal expenses of any persons attending VGX / TFX, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverages the attendee elects to purchase outside of those provided by VGX / TFX. The Participant may bring additional staff and/or guests to VGX / TFX at Participant's expense.
3. VGX / TFX shall be collocated at Arizona Grand Resort, Phoenix, Arizona, January 29 – February 1, 2012.
4. Participant acknowledges that in reliance upon Participant's agreement to send the persons specified in paragraph 1 to VGX / TFX, VGX / TFX will incur significant expense, and go to significant effort to organize VGX / TFX. Participant acknowledges that if it fails to send such persons to VGX / TFX, or they fail to attend scheduled meetings and events, VGX / TFX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by suppliers for attendance at such meeting. If participant cancels their participation on or before September 16, 2011 they will be liable for a charge of \$1,500.00 (one thousand five hundred dollars). If they cancel after September 16, 2011, they will be liable for a charge of \$2,500.00 (two thousand five hundred dollars). Participant may suggest a suitable replacement however the acceptance of suggested replacement is at the sole discretion of VGX / TFX.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant's participation in VGX / TFX, that the parties are unable to resolve on their own, shall be exclusively venued in the state and federal courts of Minnesota, located in Hennepin County, Minnesota, and each of the parties agrees to submit to the exclusive jurisdiction of such courts with respect to such disputes.

**Participant:** \_\_\_\_\_  
**(Company Name)**

**MMW/VX, LLC, d/b/a VegetableXchange / TreeFruitXchange**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**January 29 – February 1, 2012  
Arizona Grand Resort  
Phoenix, Arizona**

**REGISTRATION**

**ATTENDEE INFORMATION**

Badge Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

(For onsite use only. Will not be distributed)

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Dietary Restrictions: \_\_\_\_\_

\_\_\_\_\_

**AIRLINE TICKETING INFORMATION**

Preferred Airline: \_\_\_\_\_

Frequent Flyer #: \_\_\_\_\_

Departure City or Airport: \_\_\_\_\_

**TSA Required Information:**

Legal Name: \_\_\_\_\_

(As it appears on Driver's License or Passport)

Date of Birth: \_\_\_\_\_

**EVENT FEES**

- Lead Attendee Registration - \$0
- Additional Attendee Registration - \$1,250

\* Registration fee for VGX/TFX covers one (1) round trip coach airline ticket to Phoenix, Arizona from a CONUSA airport, ground transportation to the Xchange and return to airport, hotel room and meal package. VGX/TFX shall not, however, be responsible for personal expenses of any persons attending the event, including but not limited to telephone and fax charges, personal incidentals, sightseeing and food and beverages the attendee elects to purchase outside of those provided as part of VGX/TFX. Any costs incurred to change airline tickets once they have been booked will be the responsibility of the ticket holder.

The Participant may bring additional staff and/or guests to VGX/TFX at Participant's expense.

Additional information:

Phone: 952-224-8540

Fax: 952-736-9362

Make Checks Payable to  
**MMW/VX, LLC**  
**14551 County Road 11**  
**Suite 145**  
**Burnsville MN 55337**