



VegetableXchange Participation Agreement

This Agreement is made as of the date listed below between MMW/VX, LLC d/b/a VegetableXchange (“VGX”) and _____ (Name), _____ (Title), for _____ (Company (“Participant”)).

MMW/VX, LLC organizes VegetableXchange events, which are facilitated three-day forums that align 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 a VegetableXchange event in the vegetable growing industry, 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 a VegetableXchange event described in paragraph 3 for the vegetable growing industry, VegetableXchange (the “VGX Event”) Participant will attend the VGX Event. Such attendance shall include full time participation in all meetings and activities sponsored by VGX in connection with the VGX Event 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 shall organize the VGX Event, secure the attendance of key vendors from Participant’s industry, and facilitate one-on-one appointments between the Participant and such vendors.
2. VGX shall make reservations, and pay all transportation expenses for Participant, including coach airfare, hotel accommodations, and ground transportation to the location of the VGX Event. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant’s sole expense.) VGX will also provide meals to such persons. VGX shall not, however, be responsible for personal expenses of any persons attending the VGX 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 by VGX. The Participant may bring additional staff and/or guests to the VGX Event at Participant’s expense.
3. The VGX Event shall be held at the following location on the dates indicated: Dates: February 22 – 25, 2009, at Carefree Resort & Villas, Carefree, Arizona.
4. Participant acknowledges that in reliance upon Participant’s agreement to send the persons specified in paragraph 1 to the VGX Event, VGX will incur significant expense, and go to significant effort to organize the VGX Event. Participant acknowledges that if it fails to send such persons to the VGX Event, or they fail to attend scheduled meetings and events, VGX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by vendors for attendance at such meeting. If participant cancels their participation on or before November 21, 2008 they will be liable for a charge of \$1,000.00 (one thousand dollars). If they cancel after November 21, 2008, 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.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant’s participation in the VGX Event, 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

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____