

Participation Form



SUPERMARKET SYNERGY SHOWCASE® APPLICATION AND CONTRACT

February 9-12, 2010 | LAS VEGAS, NV | Paris Las Vegas Hotel

PRODUCED AND MANAGED BY THE NATIONAL GROCERS ASSOCIATION (N.G.A.) CONCEPT SHOW MANAGEMENT

Phone 703.516.0700 | Fax 703.812.1821

BY COMPLETING THE FOLLOWING YOU ARE MAKING A FORMAL APPLICATION WHICH WILL BECOME BINDING UPON CONFIRMATION FROM N.G.A. CONCEPT SHOW MANAGEMENT. THE PERSON LISTED AS CONTACT WILL RECEIVE ALL MAILINGS/BILLING RELATED TO PARTICIPATION.

Company Name _____
Street Address _____
City/State/Zip _____ Country _____
Company E-mail _____ Web Address: www. _____
Telephone _____ Toll Free # _____ Fax _____
Contact Name _____ Title _____
Contact Telephone _____ Fax _____ Email _____

Show Floor Number:

1st Choice _____
2nd Choice _____
3rd Choice _____

Product Category:

- | | |
|---|---|
| <input type="checkbox"/> Center Store Sale | <input type="checkbox"/> Financial and Operational Services |
| <input type="checkbox"/> Natural and Organic Products | <input type="checkbox"/> Specialty and Ethnic Food |
| <input type="checkbox"/> Fresh and Prepared Food | <input type="checkbox"/> Store Design and Tomorrow's Technology |
| <input type="checkbox"/> Food Safety and Security | |

Contract Acceptance:

Before signing this application/contract, please read the terms and conditions on the back of this page which are part of this contract. The person signing this contract certifies that he/she has the authority to sign the contract and bind the company listed to the Terms and Conditions of this contract.

Your Investment Options: (See Payment Key and Schedule)

- | | | |
|--|--|--|
| <input type="checkbox"/> A1 (\$16,000) | <input type="checkbox"/> A2 (\$12,500) | <input type="checkbox"/> A3 (\$10,000) |
| <input type="checkbox"/> B1 (\$8,500) | <input type="checkbox"/> B2 (\$6,500) | <input type="checkbox"/> B3 (\$4,500) |

Required Deposit: Payment for space: Sponsors will have two (2) scheduled payments; 50% of the total price of your sponsorship is due with this application. The remaining 50% is due on or before September 30, 2009. Applications received after September 30, 2009 must be accompanied by 100% of the total cost. Full details are contained in the Rules and Regulations printed on the reverse.

Name (Please Print): _____ Title: _____

Authorized Contract Signature:

X _____ Date: _____

Companies located outside the U.S. cannot pay by check. Payment can be made in the form of a wire transfer, credit/debit card, or bank/cashiers check.

Payment Method: Check Enclosed (Payable to N.G.A. Concept Show Management) Funds must be drawn on a US bank.

Credit Card: MasterCard VISA AMEX Discover

Mail or Fax to: **N.G.A. Concept Show Management, 1005 N. Glebe Road, Suite 250, Arlington, Virginia 22201 • Fax (703) 812-1821**

Confidential

Credit Card Number: _____ Expiration Date: _____

Name as it Appears on Credit Card (Please Print): _____

Credit Card Billing Address: _____

City, State, Zip, Country: _____

Authorized Signature: _____ Total Amt. Enclosed / Charged to Credit Card:\$ _____

S³ — Supermarket Synergy Showcase® CONCEPT SHOW TERMS AND CONDITIONS

The National Grocers Association hereinafter referred to as "N.G.A." sponsors the 2010 Supermarket Synergy Showcase – S³, hereinafter referred to as the "Concept Show". Concept Show participants hereinafter referred to as "participants."

1. CONTRACT FOR DISPLAY AREA. The completion and acceptance of the Participation Form constitutes a contract for participation & display space assigned. Any participant failing to occupy space is not relieved of the obligation of paying full rental price.

2. PAYMENT. Applications submitted must be accompanied by a deposit of fifty percent (50%) of the total space rental charge, with the total balance due by September 30, 2009. Applications submitted after September 30, 2009 must be accompanied by full payment of the space rental charge. Companies located outside the U.S. must submit payment via wire transfer, credit/debit card, or bank/cashiers check.

3. CANCELLATION OF CONTRACT. In the event a "participant" must cancel their request for display space, the rental fee paid will be refunded, less a processing fee of \$250.00, if the notice of cancellation is received by N.G.A. in writing prior to September 30, 2009. No refunds will be made after September 30, 2009, even if the space is resold. In addition, a "participant" loses the right to use any complimentary "participant" registrations and tickets granted by this contract. N.G.A. reserves the right to terminate this contract immediately and to withhold from the "participant's" possession of the Concept Show space and "participant" shall forfeit all space rental fees paid if, (a) the "participant" fails to pay all space rental charges by September 30, 2009, or (b) the "participant" fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

4. ELIGIBLE DISPLAYS. N.G.A. reserves the right to determine eligibility of any company or product to participate in the Concept Show. N.G.A. can refuse rental of Concept Show space to any company whose display of goods or services is not, in the opinion of N.G.A., compatible with the educational character and objectives of the Concept Show.

5. ALLOCATION OF SPACE AND ASSIGNMENT. Whenever possible, N.G.A. intends to make space assignments in keeping with the preferences as to location by the "participant." During the initial assignments, if two or more "participants" request the same location, the "participant" with the earliest date of receipt will be given preference. N.G.A. reserves the right to make the final determination of all space assignments in the best interest of the Concept Show.

6. SUBLETTING OF CONCEPT SHOW SPACE. "Participants" may not assign, sublet or share their Concept Show space with another business or firm unless approval has been obtained in writing from N.G.A. "Participants" must show goods manufactured or dealt in by them in the regular course of business. Should an article of a non-"participant" firm be required for operation or demonstration in a "participant's" display, identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.

7. LIABILITY. Neither N.G.A., its members, nor the representatives and employees thereof, nor The Paris Las Vegas Hotel nor its representatives and employees will be responsible for injury, loss or damage that may occur to the "participant" or to the "participant's" employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the "participant's" contract.

It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous show floor areas, and various other factors make it reasonable that each "participant" shall assume their own risk of any injury, loss or damage, and the "participant", by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the participant's area occupied by the "participant" shall be the "participant's" sole responsibility.

8. "PARTICIPANT" INSURANCE. The "participant" shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name N.G.A. as an additional insured.

Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of "participant's" employees engaged in the performance of any work for "participant." Certificate of insurance shall be provided to N.G.A. no later than January 4, 2010 or participants contract will be cancelled without refund and denied access to the Concept Show as a participant.

All property of the "participant" is understood to remain under its custody and control in transit to and from the confines of the hall.

9. DISABILITY PROVISIONS. "Participant" shall have sole

responsibility for ensuring that their display is in full compliance with the Americans with Disabilities Act and any regulations implemented by that Act.

10. DAMAGE TO PROPERTY. The "participant" is liable for any damage caused to building floors, walls or columns, or to standard show floor area equipment, or to another "participant's" property. The "participant" may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard show floor area equipment.

11. LABOR. "Participants" are required to observe all contracts in effect between service contractors and The Paris Las Vegas Hotel.

12. INSTALLATION. Concept Show installation in The Paris Las Vegas Hotel depends on the location of your Concept Show space. Move-in dates are published in the S³ Concept Show Participant Manual. The first day for installation of displays is 1:00 pm Monday, February 8, 2010. No displays should arrive at The Paris Las Vegas Hotel earlier than Monday, February 8, 2010. Concept Show displays must be fully set up and ready by 10:00 a.m. Wednesday, February 10, 2010. After that time, any unattended Concept Show space will be set up at the discretion of N.G.A., and all expenses could be charged to the "participant". In the best interest of the Concept Show, N.G.A. reserves the right to reassign any un-set show floor space after 10:00 a.m. on Wednesday, February 10, 2010.

13. DELIVERY AND REMOVAL DURING SHOW. Under no circumstances will the delivery or removal of any portion of a "participant's" space be permitted during open hours of the Concept Show without written permission from N.G.A. Show Management. All arrangements for delivery, during non-show hours, must be made with N.G.A. Show Management. No deliveries may be made during show hours.

14. REMOVAL OF HAND-CARRIED MATERIALS. Removal passes will be required to remove any materials from the show floor. These passes are available from the Concept Show Security vendor. Portfolios, briefcases and packages will be subject to inspection by the security guards.

15. ADMITTANCE DURING NON-SHOW HOURS. Concept Show Floor personnel will not be permitted to enter the Concept Show Floor earlier than one hour before the scheduled opening time each day of Concept Show Floor and will not be permitted to remain on the Concept Show Floor after closing hour each evening. "Participants" that require additional time should check with N.G.A. Show Management on the previous day.

16. INSTALLATION AND DISMANTLING PERSONNEL. Each "participant" may provide their own Concept Show Floor furnishings, and may specify their own independent contractor for the installation and dismantling of the display. "Participants" must complete the Request for the use of Non-official Contractor/Display House form found in the S³ Concept Show Floor Participant Manual to notify N.G.A. Show Management and the General Contractor in writing by January 4, 2010 of their intent to use the services of contractors other than those selected by N.G.A. for installation and dismantling. The "participant" is responsible for ensuring that any "participant" appointed contractors supply N.G.A. Show Management with a valid Certificate of Insurance by January 4, 2010, naming N.G.A. as additional insured, with a minimum of \$1,000,000 liability coverage, including property damage.

"Participants" using companies other than N.G.A.'s official contractors must advise them to check with the Concept Show Floor Service Center upon their arrival. Copies of all job orders must be presented at that time for N.G.A. Show Management files to qualify their company's participation. Upon verification, official service badges allowing access to the Concept Show during service hours only will be issued.

17. CONFLICTING EVENTS DURING CONCEPT SHOW FLOOR HOURS. The "participant" agrees not to extend invitations, call meetings, hospitality events or otherwise encourage the absence of industry professionals from the display hall and meeting rooms during the hours of all Education and Show activities. All requests for meeting rooms, hotel suites and special function rooms must be approved by N.G.A. If a "participant" cancels their Concept Show Floor space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.

18. DISMANTLING. "Participant's" displays must not be dismantled or packed in preparation for removal prior to the official closing time of 4:00 pm, Thursday, February 11, 2010. Every "participant" area must be fully staffed and operational during the entire Concept Show. The dismantling of displays will begin at 4:01 pm, Thursday, February 11, 2010. At this time, all Concept Show floor displays or materials left in the show floor areas without instructions will be packed and shipped at the discretion of N.G.A., and all charges will be applied to the "participant".

19. BADGES. Official show badges will be required for entry into the Concept Show at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders. Additional show badges must be submitted in writing for approval and is subject to additional fees.

20. CHARACTER OF PARTICIPANTS. The general rule of the Concept Show floor is "be a good neighbor." No Concept Show Floor areas will be permitted which interfere with the use of other Concept Show floor areas or impede access to them or impede the free use of the aisle. S³ participant personnel, including demonstrators, hostesses and models, are required to confine their activities within the "participant's" Concept Show space.

Apart from the specific display space for which a displaying company has contracted with N.G.A., no part of The Paris Las Vegas Hotel and its grounds may be used by any organization other than N.G.A. for display purposes of any kind or nature. Within the public hotel property, "participant" brand or company logos, signs, and trademark displays will be limited to the official Concept Show Floor area only.

A. Attire. Representatives should be conservatively attired to maintain the professional and business-like climate of the Concept Show.

B. Sound. Sound videos or movies will be permitted only if the sound is not audible in the aisle or neighboring show floor area. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring "participants."

C. Lighting. In the best interest of the Concept Show, N.G.A. reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted.

D. Overhead Signs. All overhead signs must be approved by N.G.A. Show Management prior to Concept Show floor set-up on-site.

E. Concept Show Floor Areas. The exterior of any display cabinet or structure facing a side aisle or adjacent "participant's" area must be suitably decorated at the "participant's" expense.

F. Noise and Odors. In fairness to all "participants", no noisy or obstructive activity will be permitted during show hours, nor will noisy operating displays, nor Concept Show floor areas producing objectionable odors be allowed.

G. Cooking. No cooking with open flame of hot foods is allowed on the Show Floor.

21. MUSIC LICENSING. "Participant" represents and warrants that it shall comply with all copyright restrictions applicable to "participants", including but not limited to, any music performance agreement between N.G.A. and ASCAP or BMI for meetings, conventions, trade shows and expositions. "Participant" further represents and warrants that it shall obtain any additional license or grant of authority required of "participants" under the copyright laws and be prepared to present N.G.A. Show Management with a copy of such license or grant no less than (30) days prior to the start of the Concept Show.

22. DISPLAY HEIGHTS. Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Concept Show Floor Construction Guidelines outlined on the floor plan and in the S³ Concept Show Floor Participant Manual.

23. POSITIONING EQUIPMENT IN RELATION TO AISLE. To ensure the safety of all Concept Show participants, any machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle.

24. RELOCATION OF CONCEPT SHOW FLOOR AREAS.

N.G.A. reserves the right to alter the location of "participant" spaces, at its sole discretion, in the best interest of the Concept Show.

25. FIRE REGULATIONS. Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in The Paris Las Vegas Hotel rules for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories.

No storage of any kind is allowed behind the back drapes or in the Concept Show Floor space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor, as the hotel has no crate storage facilities. Up to one day's supply of operational materials may be stored within the Concept Show floor space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the Concept Show is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles.

Each "participant" is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this Concept Show. Compliance with such laws is mandatory for all "participants" and the sole responsibility is that of the "participant."

26. PHOTOGRAPHY AND SKETCHING. Cameras may be carried into the Concept Show Floor area, but under no circumstances may photographs be taken without expressed authority of the "participant" concerned in each case. Sketching or drawing machinery or products on display is prohibited.

27. FOODSERVICE. All approved arrangements for all food and beverage service, except product sampling, must be made with the caterer at The Paris Las Vegas Hotel.

28. FAILURE TO HOLD SHOW. Should any contingency prevent holding of the Concept Show, N.G.A. may retain such part of the "participant's" rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, participants will not be reimbursed if the Concept Show is cancelled, postponed, curtailed or abandoned due to an act of God, war, insurrection terrorist act, or radioactive contamination.

29. AMENDMENT OF RULES. N.G.A. reserves the right to make changes, amendments and additions to these rules at any time, and all changes, amendments and additions so made shall be binding on the "participant" with the provision that all "participants" will be advised of any such changes. Any matters not specifically covered herein are subject to decision by N.G.A.