

2010 EXHIBITOR CONTRACT



Minimum 50% Deposit Required with Exhibitor Contract Application

Please Complete and Mail To: **TLC Tradeshow Productions** • 400 Buckboard Lane, Ojai, CA 93023
Or Fax To: **(805) 646-5020** • Exhibit Dates: **November 6-7, 2010** • Set Up Day: **November 5, 2010**
Please Print All Information Clearly Below. Questions? Call TLC at (805) 646-4246 or (805) 646-4373

1. Company Name: _____

2. Exhibiting As (if different from above): _____

3. Address: _____

4. City/State/Zip: _____

5. Phone: _____ 6. Fax: _____

7. Tradeshow Coordinator: _____

8. Tradeshow Coordinator's Email: _____

9. Preferred Method To Contact Tradeshow Coordinator: Phone Email Fax

10. Products To Be Exhibited (brand and type): _____

11. Are you interested in sponsoring a meal, speaker or other sponsorship opportunities? Yes No

12. BOOTH RESERVATION (See Below For Booth Pricing)

A. 10x10 Booth(s).....Number of Booths: _____ Price: \$ _____

B. Shared Booth Fee (\$100 per company, if applicable) Price: \$ _____

C. New Product Display (\$100 per foot - optional) Price: \$ _____

D. TOTAL BOOTH FEES \$ _____

BOOTH PRICING:

AA	\$1600	B	\$1400
A	\$1500	C	\$1300

13. BOOTH SELECTION

List top 6 booth choices:

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

Do Not Place Near:

Do Place Near:

14. METHOD OF PAYMENT (Make Checks Payable To: TLC Tradeshow Productions, Inc.)

Check: Please Indicate Check Number _____ or **Credit Card** : Master Card Visa Amex

Card #: _____ **Exp. Date:** _____

Name on Card: _____ **Signature:** _____

15. EXHIBITOR ACCEPTANCE

I have read this Contract and the attached Exhibitor Rules & Regulations in their entirety and agree to abide by all terms and conditions.

Print Name/Title: _____ **Signature:** _____ **Date:** _____

2010 HEALTH AND NUTRITION SHOW EXHIBITOR RULES AND REGULATIONS

These Rules & Regulations have been created for the purpose of providing a well-balanced, well-regulated, attractive and successful show. Show Management reserves the right in all situations or disputes to make such rulings as it deems to be in the best interest of the entire exhibition in an effort to provide the greatest good to the greatest number, and each exhibitor agrees to abide by such rulings. By signing the Space Application and Contract, your company and each of its representatives agree to abide by all of the conditions, rules and regulations listing in the contract as well as all other related published materials concerning the show.

Show Management

The Health and Nutrition Show is owned and operated by TLC Tradeshows Productions, Ojai, CA. The Health and Nutrition Show is a registered trademark of TLC Tradeshows Productions.

Show Dates

The 2010 Health and Nutrition Show will be held from November 6-7, 2010. The tradeshow portion of the Health and Nutrition Show, featuring exhibits, will be held from November 6-7, 2010.

Eligibility to Exhibit

Manufacturers, wholesalers/distributors, suppliers and brokers involved in the sale of natural and organic products are eligible to exhibit at the Health and Nutrition Show. Companies offering products or services for natural products retailers and other industry members are also eligible to exhibit. Specifically excluded from eligibility to exhibit are products sold through multilevel marketing channels or independent dealers. If a product can be picked up from an independent dealer and sold from home it does not qualify for exhibiting at the Health and Nutrition Show. Management reserves the right to request a copy of business license, insurance and references.

Goods To Be Exhibited

All products to be exhibited at the Health and Nutrition Show must be available for sale through a retail store, and/or must be intended for use by natural products retailers or to support the business of natural product retailing. All products exhibited at the show must conform to standards of quality. The Health and Nutrition Show does not permit the display of products labeled, marketed or promoted as "legal highs," "street drug knock-offs" or products intended to mask substance abuse or interfere with substance abuse tests. No exhibitor shall promote or exhibit or permit to be exhibited in the space allotted to exhibitor any goods other than those specified in the Exhibit Contract for Trade Show Space when signed by Management, nor shall company exhibit or permit to be exhibited displays or advertising other than the exhibitor's own or as specified in the Exhibit Contract for Trade Show Space. No exhibits, displays, signs, or personnel will be permitted in the convention center common areas or hotels in any place other than the regular assigned exhibit space.

Application For Space

Shall be on the space application provided. Applicants are requested to indicate their preference for spaces, in order of choice. Any amount of exhibit space may be ordered by one company. Applicants such as brokers and distributors who will represent other companies in exhibit space may include a maximum of two (2) companies per each 10x10 booth. When two companies share an exhibit space each must have its own Space Application Contract. A booth share fee of \$100 per company is required.

Exhibit Space Assignment

Assignments for exhibit space will begin on January 2, 2010. Applications received by this date will be included in the initial assignment of booth space. Companies who exhibited at the 2005, 2006, 2007, 2008 and/or 2009 Health and Nutrition Show will be given first choice of exhibition space. If two companies are requesting the same booth, ties will be broken based on the total dollar amount spent on exhibit space and sponsorships at the 2005, 2006, 2007, 2008 and/or 2009 Health and Nutrition Show. If a tie continues, first consideration will be given to the company which is purchasing the largest amount of exhibit space and sponsorships at the 2010 Health and Nutrition Show. If a tie continues, priority will be given to companies who have advertised in Vitamin Retailer, Organic Products Retailer and/or Nutrition Industry Executive magazines from 2004 to present (actual dollar amount spent on advertising will be used to determine order of priority). Space assignment shall be as indicated on the Exhibit Contract for Trade Show Space. However, should conditions or situations warrant, Management reserves the right to rearrange Exhibitors or adjust the floor plan to accommodate the best interest of the Show. The floor plan maintained by Management shall be the official floor plan. Changes may occur at any time to accommodate show needs.

Booth Sharing

No "half-booths" will be allowed. A company wishing to share a booth with another company may do so providing the initiating company finds a partner company to share the booth. In such instances, both exhibiting companies must meet show eligibility requirements in order to exhibit. Both companies must submit an individual Exhibit Contract for Trade Show Space along with the appropriate deposit before the allotment of exhibit space can take place. A booth share fee of \$100 per company is required.

Exhibits

Management reserves the right to prohibit the installation or removal from the exhibition any exhibit or part of an exhibit, any exhibitor or employee, who in the opinion of the Management is objectionable. This may apply to the actual exhibits, and/or to signs, catalogs, souvenirs and printed matter or to persons and their conduct, and include violation of the Rules and Regulations set forth on this application, misrepresentations in applying for booth space and any other action which in the sole judgement of the management is objectionable or contrary to the best interests of the Health and Nutrition Show. Such prohibition or removal may take place at any time and no exhibitor shall have any claim against Management or TLC Tradeshows Productions, on account of such action.

Booth Requirements

Exhibitors cannot obstruct the vision to other booths by displays, signs, etc. Booth roof and aisle panels cannot extend more than four (4) feet forward from the back wall, or be more than eight (8) feet high. Side panels that extend beyond four (4) feet from the back wall may not exceed three (3) feet in height for the balance of the distance forward to the aisle. No part of the booth, signs or props may exceed eight (8) feet at any location. Reasonable variance will be considered provided renderings/sketches are presented to Management at least sixty (60) days in advance of move-in. Exhibitor can distribute materials only from the booth site.

Allocation of Space

No part of any exhibit space may be sublet without the written permission of Management.

Basic Booth Package

Standard Booths are 10x10 in size. Each 10x10 booth includes an 8-foot high back drape, three-foot high draped side rails, one six-foot wide draped table (or two four-foot tables for sharing companies), one wastebasket, two plastic chairs, carpet (standard show color), and an identification sign. Any deviation from the standard booth package or "extras" must be ordered through the show decorator, and no rebates, credits or refunds as a result of changes to the basic booth package shall be given by Management.

Payment of Space Rental

A minimum 50% deposit of estimated booth costs must accompany space application in order for a booth assignment to be made. Payment in full must be received by July 15, 2010. Booth space contracted after July 15, 2010 shall be paid in full upon application for space. Any and all exhibit space not claimed and occupied before 9:00 a.m. of opening day of show may be sold or reassigned without refund.

Cancellation of Space Rental

Any cancellation of exhibit space rental must be made in writing. Cancellations at any time are subject to a \$100 administration fee plus a percentage of the total booth fee as described here: cancellation received by June 15, 2010 is subject to a 25% forfeit of total booth price; notice of cancellation received by July 15, 2010 is subject to a 50% forfeit of total booth price; cancellations made after July 15, 2010 are subject to a 100% forfeit of total booth price.

Exhibitor Credit

The exhibitor will furnish to Management, upon request, credit information and credit references. Management reserves the right to refuse an application or to cancel an existing agreement if such credit information is not furnished upon request or is found to be unacceptable.

False, Misleading or Disparaging Literature

Management reserves the right to request that signs, catalogs, souvenirs and literature be submitted for review prior to accepting this application or prior to booth set-up. Any exhibitor making claims about products which in the opinion of Management are unsubstantiated, or dispensing literature which makes claims which cannot be substantiated with significant scientific data in their booth, or which disparages another company, will be required to remove such materials, and will be subject to removal from the trade show floor without refund if exhibitor refuses to comply with such a request by Management.

Registration/Badges

All attendees and exhibitor personnel must wear an official Health and Nutrition Show identification badge at all times during the trade show and to gain admittance to all show functions. Badges will be issued to exhibitors upon written request on the Badge Request Form within the limits specified. Four (4) complimentary badges will be issued to pre-registered employees for each 10x10 booth rented by a company. Additional badges are \$20 per person. Show badges are authorized for company personnel only. Transfer of badges or inclusion of unauthorized persons is prohibited, and such acts may result in expulsion from show premises. Replacement badges issued on site are

\$25 per person. Exhibitors are responsible for persons wearing a badge representing that exhibitor; those persons must represent the exhibitor's products within the specified booth.

Exhibitor Social Functions

Exhibitors are prohibited from holding any function simultaneously with any scheduled official event of the Health and Nutrition Show without receiving permission of Management. Penalties for such violations may include removal of the company's exhibit, without refund, and exclusion from future Health and Nutrition Shows.

Cooking Foods

Foods cooked for sale at exhibitor's booth is prohibited. All cooking must abide by the rules of the Long Beach Convention Center, which shall be provided upon request.

Health Department Requirements

Show Management requires that exhibitors who are handling food samples be aware of and follow any applicable State Health Department requirements which may apply to food handling. Management will not assume responsibility for monitoring these requirements, and any violations of such requirements are at the sole detriment of exhibitor.

Music, Photographs, Public Address Systems, and Copyrighted Materials

Loud speakers, public address systems or other audio/visual aids which may be distracting or disruptive are prohibited. Final decision as to the level of distraction is at the discretion of show Management. Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in the exhibitor's booth or display. No exhibitor will be permitted to play, broadcast or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without obtaining a license to use such copyrighted material and furnishing proof of same. Management reserves the right to remove from the exhibit any and all part of a booth or display which incorporates copyrighted material for which the exhibitor fails to produce proof of license to use same. The exhibitor shall remain liable for and shall indemnify and hold harmless Management, TLC Tradeshows Productions, their owners, agents and employees from all loss, costs, claims, cause for actions, suit damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents or employees, or any patent, copyright or trade secret rights or privileges.

Exhibitor Giveaways

Exhibitors may distribute samples, products, literature, bags or other materials only from their booth site and nowhere else in the convention center or hotel during the Health and Nutrition Show unless they receive prior permission from show Management. Violation may result in closure of the exhibitor's booth without refund. Samples should be provided at no cost, and selling of samples is not allowed.

Food Sampling

Any exhibitor sampling food from their booth at the Health and Nutrition Show may be required to obtain a health permit from the County and/or city of Long Beach prior to the show. Show Management will furnish food exhibitors with the necessary permit application.

Teardown of Exhibits

No exhibits may be removed from the exhibition hall from the time of the open-

ing of the show until the official closing time on the final day of the show, except upon written permission from Management. Penalty for teardown of booth before official closing on Sunday, November 7, 2010, may include loss of priority in space selection for the 2010 show, and/or banishment from all future shows.

Insurance of Exhibit

Show Management cannot be held responsible for products in exhibits. If insurance is desired it must be purchased by the exhibitor at its own expense. No exhibitor may allow any article that will void or raise the premium of the insurance held by TLC Tradeshows Productions or the Long Beach Convention Center. Exhibitor is responsible for any damage it inflicts on the facilities. Any violation will cancel the Contract for Exhibition Space without refund.

Hold Harmless

It is understood that TLC Tradeshows Productions and the Long Beach Convention Center as well as their owners, directors, and employees shall be held harmless from liability from injury to any person or persons or for loss or damage to any property belonging to the exhibitor or any person or persons which in the Long Beach Convention Center or exhibitor's goods while in transit to or from the building or while in the building, for any cause whatsoever or otherwise, except for the gross negligence of willful misconduct of the Long Beach Convention Center and their employees. The exhibitor assumes full responsibility and liability for all loss, damage or destruction of the property of the exhibitor, exhibitor's guests and all property of the Long Beach Convention Center used by the exhibitor or brought upon the convention center premises in its behalf, except for the gross negligence or willful misconduct of the Long Beach Convention Center and their employees. The exhibitor further assumes full responsibility for all injury to any and all persons or property in any way connected with the exhibitor display caused by the exhibitor's employees. The exhibitor indemnifies and agrees to hold harmless TLC Tradeshows Productions and the Long Beach Convention Center, their members, owners, officers, directors and employees against any and all damage to property or personal injury caused by the exhibitor or its agents, representatives, employees, or any other person.

Liability

Exhibitor agrees that if TLC Tradeshows Productions should incur liability for any act whatsoever, as determined by an appropriate court of law or any other binding decision-making body, the damages to which the exhibitor shall be entitled shall be limited to the amount of the exhibit fee paid by exhibitor.

Decorating and Shipping

Exhibitors may order electricity, vacuuming and additional booth furnishings and other services directly from the official show decorator. Drayage and additional booth décor is at an additional charge and payable directly to the show decorator. Shipping and handling information will be provided to exhibitors in the Exhibitors Manual.

Taxes and Fees

It is the responsibility of the exhibitor to pay any applicable taxes or fees related to their exhibition at the Health and Nutrition Show.