



USA PAVILION AT THE 14TH ANNUAL AMERICAS FOOD & BEVERAGE SHOW AND CONFERENCE

OCTOBER 26-27, 2010 • MIAMI BEACH CONVENTION CENTER • FLORIDA • USA

U.S.A. PAVILION EXHIBIT SPACE APPLICATION & CONTRACT

- 1. Please complete the entire Exhibit Space Application & Contract. Type or print legibly and sign at the bottom.
2. Make a copy of both sides of the Exhibit Space Application & Contract for your records.
3. The data collected from the Exhibit Space Application & Contract will be printed in the 2010 Show Guide. It is the responsibility of the exhibiting company to notify NASDA Show Management in writing of any changes that impact the accuracy of this information.
4. Mail original contract with payment to: U.S.A. Pavilion—NASDA Show Management 10474 Armstrong St. Fairfax, VA 22030 Fed Tax ID #: 52-0845105

1. COMPANY INFORMATION

By completing the following, you are making a formal application for exhibit space, which will become binding upon confirmation from NASDA Show Management. The person listed as the tradeshow contact will receive all mailings/billing related to exhibiting.

Company Name _____ Directory Reference (A-Z) _____
Street Address _____
City _____ State _____ Zip Code _____ Country _____
Telephone _____ Toll-Free _____ Fax _____
Web Site _____ Company E-mail _____
Tradeshow Contact Name _____ Title _____
Contact E-mail _____ Contact Direct Number/Extension _____

2. SPACE REQUIREMENTS

Please refer to the official exhibit construction guidelines when determining booth preferences.
Minimum booth size: 10' x 10' = 100 sq. ft. Exhibitors in 10' x 10' booths may not share space under any circumstances.
Our desired exhibit size: _____ ft. (depth) by _____ ft. (frontage) for a total of _____ sq. ft.
[] State Pavilion Exhibitor—We will be participating in the _____ State Pavilion. Our State Assigned Booth number is _____
[] Independent Exhibitor—Our Exhibit Booth Preferences: 1. _____ 2. _____ 3. _____ 4. _____

3. ASSIGNMENT INFORMATION

To assist in the assignment of exhibit space, please provide the following information. List those companies who have product lines competitive with yours:
1. _____ 2. _____ 3. _____ 4. _____

4. EXHIBIT & DIRECTORY LISTINGS

You will be listed in the official "Show Guide." Please refer to the Product Category List and enter up to six (6) category numbers that describe your products:
Category Number 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____
International Sales Contact: _____ Title: _____ E-mail: _____
Regions in which you are most interested in marketing your products:
[] Canada [] Caribbean [] Africa [] Brazil
[] USA [] Europe [] Mexico [] South America
[] Middle East [] Central America [] Asia [] Worldwide
International Business in which your company is interested:
[] Direct Sales [] Licensing Agreements [] Agents/Distributors [] Joint Ventures [] Purchasing
Sales Activities that apply to your company:
[] Currently Exporting [] Manufacturer [] Distributor
[] New to Exporting [] Service Provider [] Retailer
Please list any languages other than English that will be spoken in your booth: _____

5. ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR

Please read Exhibit Rules & Regulations regarding payment for space. • Cost per square foot: \$25.00
Cost calculations: _____ total sq. ft. x \$25.00/sq. ft. = \$ _____ Booth Cost
[] We have paid our State Department of Agriculture directly. [] Our payment is enclosed in the amount of \$ _____. (U.S. funds payable to NASDA).
• 50% deposit of total space cost due if submitted prior to April 30, 2010. • Payment in full must accompany Application after April 30, 2010.
• Cost to exhibit includes participation in the ECRM Marketgate Global Sourcing Portal and pre-scheduled one-on-one meetings with prospective international buyers.

We agree to abide by all of the Exhibit Rules & Regulations governing the Exposition as stated on the back of this Application.

Name (please print) _____ Title _____
Signature _____ Date _____

NASDA does not discriminate in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs or marital or familial status. Persons with a disability requiring alternative means of communication or program information should contact NASDA at 202.296.9680.

6. PAYMENT INFORMATION

[] Check [] Credit Card
Please make checks payable to NASDA. Payments must be made in U.S. funds and drawn on a U.S. Bank. (U.S. money orders preferred).
Credit Card Information: [] Visa [] MasterCard [] American Express
Account Number _____ Expiration Date _____
Cardholders Name (as it appears on the card) _____
Signature of Cardholder _____

FOR NaylorCMG USE ONLY:
Date Received _____
MIS Number _____
Check# _____
Deposit Received \$ _____
Booth Assigned _____
Depth _____ x Frontage _____
Total Square Ft. _____
Pavilion Code _____
Order # _____



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EXHIBIT RULES & REGULATIONS

The 2010 U.S.A. Pavilion is sponsored by the National Association of State Departments of Agriculture, hereinafter referred to as "NASDA". The U.S.A. Pavilion is held in conjunction with 14th Annual Americas Food & Beverage Show & Conference, sponsored by World Trade Center Miami hereinafter referred to as "WTCM". Show Management for the U.S.A. Pavilion is NaylorCMG. The show will be held at the Miami Beach Convention Center, hereinafter referred to as "MBCC".

1. THE EXHIBIT SPACE RENTAL CHARGE IS \$25.00 PER SQUARE FOOT. Applications for exhibit space submitted before April 30, 2010 must be accompanied by a minimum of 50% of the total space rental charge with the balance due on April 30, 2010. Applications submitted after April 30, 2010 must be accompanied by payment in full of the total space rental charge. Any exhibit space that has not been paid for in full by April 30, 2010 can be reassigned or canceled without refund of deposit at the discretion of show management. APPLICATIONS WILL NOT BE PROCESSED OR ASSIGNED EXHIBIT SPACE WITHOUT THE REQUIRED PAYMENT.
2. NO REFUND FOR EXHIBIT SPACE, EVEN IF SPACE IS RESOLD, OR ECRM MEETINGS, WILL BE MADE AFTER April 30, 2010. Any company canceling their contracted exhibit space after April 30, 2010 will forfeit payments previously made to NASDA and will be liable for payment of the full contract amount due. All cancellations or space changes must be in writing. In addition, the right to use the complimentary registrations granted by this contract will be left to the discretion of NASDA.
3. IF THE EXHIBITION IS NOT HELD, EXHIBITOR'S PAYMENT WILL BE REFUNDED. Should the exposition be canceled or abandoned, the limit for claim for damages and/or compensation by the exhibitor shall be the return of the amount already paid for space in this specific event. Should the exposition be curtailed or abandoned in part, the limit of claim for damages and/or compensation by the exhibitor shall be the return of the prorated amount the exhibitor already paid for the space for the canceled portion of this specific event. However, exhibitors will not be reimbursed if the exposition is canceled, postponed, curtailed or abandoned due to an act of war, acts of God/Nature, insurrection, terrorism, or radioactive contamination.
4. IF AN EXHIBITOR DOES NOT FOLLOW THE RULES AND REGULATIONS SET BY NASDA AND WTCM, THEIR CONTRACT WILL BE TERMINATED. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit the amount paid for space rental, regardless of whether or not NASDA enters into a further lease of the space involved.
5. NASDA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY EXHIBIT SPACE APPLICATION. The U.S.A. Pavilion is designed to provide a showcase for PRODUCTS COMPRISED OF AT LEAST 50% AGRICULTURAL AND/OR FOOD INGREDIENTS OF U.S. ORIGIN COMPUTED ON A VALUE OR WEIGHT BASIS (exclusive of added water). Product labels must indicate that the products are produced in the United States. NASDA reserves the right to refuse rental of display space to any company whose display of goods or services is not likely to be, in the opinion of NASDA, compatible with the general character and objectives of the exposition.
6. WHENEVER POSSIBLE, SPACE ASSIGNMENTS WILL BE MADE BY NASDA IN KEEPING WITH THE PREFERENCES AS TO LOCATION REQUESTED BY THE EXHIBITOR. NASDA, however, reserves the right to make the final determination of all space assignments in the best interest of the show.
7. EXHIBITORS, OTHER THAN INDIVIDUAL STATE DEPARTMENTS OF AGRICULTURE, MAY NOT SUBLET ANY PART OF THEIR ASSIGNED EXHIBIT SPACE. No exhibitor, other than individual State Departments of Agriculture, shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from NASDA. NO STATE DEPARTMENT OF AGRICULTURE MAY SUBDIVIDE SPACE FOR INDIVIDUAL EXHIBITORS INTO SPACES LESS THAN 100 SQUARE FEET. NO INDIVIDUAL EXHIBITOR MAY OCCUPY SPACE SMALLER THAN 100 SQUARE FEET. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Identification of an article or piece of equipment not manufactured by the exhibitor, but required for operation or demonstration in an exhibitor's display, shall be limited to the usual and regular nameplates, imprint, or trademark under which same is sold in the general course of business.
8. THE GENERAL RULE OF THE EXHIBIT FLOOR IS: BE A GOOD NEIGHBOR. No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with NASDA, no part of the U.S.A. Pavilion, Miami Beach Convention Center or its grounds may be used by any other organization for display purposes of any kind or nature. Exhibitors may not obtain from or give away to other exhibitors any promotional items. Representatives should be modestly attired to maintain the professional and business-like climate of the exposition. Audio presentations, slides, or movies will be permitted if tuned to conversational levels and not objectionable to neighboring exhibitors. NASDA reserves the right to restrict the use of glaring lights or objectionable light effects. The exterior of any display cabinet or structure facing an adjacent exhibitor's booth must be finished or suitably decorated at the expense of the exhibitor erecting or installing such a display and must not include corporate or product identity which would detract from the adjacent display.
9. IN FAIRNESS TO ALL EXHIBITORS, NASDA'S AND WTCM'S EXHIBIT CONSTRUCTION GUIDELINES AS PROVIDED MUST BE OBSERVED.
10. TO ENSURE THE SAFETY OF ALL PARTICIPANTS, FIRE REGULATIONS MUST BE OBSERVED. Fire regulations require that all display materials be flame-proof. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. Demonstration of charcoal, wood, paper, or liquid fuel burning equipment is prohibited in this show. Exhibitors demonstrating cooking equipment must have a Class B fire extinguisher within the limits of their particular exhibit. At the close of each day, the cooking equipment must be turned "OFF", allowed to cool, and cleaned prior to vacating. All deep frying equipment or portable cooking equipment must be adequately secured in its upright position and must be utilized at the back portion of the exhibit to avoid spilling and turnover. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.
11. COST FOR REPAIRING ANY DAMAGES TO THE CONVENTION CENTER WILL BE BILLED TO THE RESPONSIBLE EXHIBITOR. Nothing can be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of Miami Beach Convention Center.
12. INSTALLATION AND DISMANTLING PERSONNEL WILL NOT BE ALLOWED ON THE EXHIBIT FLOOR WITHOUT WORK ORDERS AND OFFICIAL SERVICE BADGES. Exhibitors using companies other than the official contractor must advise them to check-in with the Exhibitor Service Center staff upon their arrival. Copies of all job orders must be presented at that time for management's files to qualify their company's participation. Upon verification, official service badges allowing access to the exhibit area during service hours only will be issued.
13. EXHIBIT INSTALLATION IN MBCC DEPENDS ON THE LOCATION OF YOUR EXHIBIT SPACE. TARGET MOVE-IN DATES ARE PUBLISHED IN THE EXHIBIT SERVICE KIT. Companies requiring additional set-up time will be accommodated as best as possible. Please notify the U.S.A. Pavilion Contractor listed in the exhibit service kit if you require additional time. All deliveries and maintenance work must be completed prior to the show opening each day. Admission for outside service, maintenance, and delivery personnel must be cleared through the staff at the Exhibitor Information Counter.
14. EXHIBIT INSTALLATION MUST BE COMPLETED BY 4:00 PM, MONDAY, OCTOBER 25, 2010. After 4:00 PM, Monday, October 25, 2010 any exhibit space that is completely empty, and for which no freight has arrived, may be resold or re-assigned at the discretion of NASDA. After that time, any unattended booths with crated displays will be set up at the discretion of NASDA and WTCM, and all expenses will be charged to the exhibitor.
15. THE OFFICIAL SHOW CONTRACTOR WILL STORE ALL EMPTY PACKING CONTAINERS. Exhibitors are advised to provide locked storage facilities within their own display area for excess merchandise. For your convenience, blank "EMPTY" stickers are provided at the Exhibitor Service Center.
16. NO EQUIPMENT MAY BE REMOVED DURING THE EXPOSITION WITHOUT WRITTEN PERMISSION FROM Show Management.
17. EXHIBITORS WILL NOT BE PERMITTED TO REMOVE SAMPLES, PRODUCT AND/OR PROMOTIONAL MATERIALS UNTIL 5:00 PM ON WEDNESDAY, OCTOBER 27, 2010, WITHOUT WRITTEN PERMISSION FROM SHOW MANAGEMENT.
18. EXHIBITORS' DISPLAYS MUST NOT BE DISMANTLED OR PACKED IN PREPARATION FOR REMOVAL PRIOR TO THE OFFICIAL CLOSING TIME OF 5:00 PM WEDNESDAY, OCTOBER 27, 2010. Every exhibit must be fully staffed and operational during the entire exposition.
19. THE DISMANTLING OF DISPLAYS BEGINS AT 5:00 PM, WEDNESDAY, OCTOBER 27, 2010 AND CONTINUES THROUGH THURSDAY, OCTOBER 28, 2010 AT 4:00 PM. CRATES WILL BE RETURNED STARTING AT 5:30 PM, WEDNESDAY, OCTOBER 27, 2010 AFTER THE AISLE CARPET IS PICKED UP. REMOVAL OF DISPLAYS BEGINS AT 5:30 PM. Deadline for removal of all display materials is Thursday, October 28, 2010 at 4:00 PM. At this time, all exhibitor displays or materials left in the booths without instructions will be packed and shipped at the discretion of NASDA and WTCM, and all charges will be applied to the exhibitor.
20. BADGES. Official show badges will be required for entry into the exhibit hall 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. Exhibitors will be granted an allotment of (3) full conference badges per 10' x 10' exhibit. Three (3) additional badges can be purchased for \$25.00 each and any additional badges needed in excess of this must be purchased at the full conference rate.
21. NASDA AND WTCM WILL NOT BE RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE THAT MAY OCCUR TO THE EXHIBITOR'S EMPLOYEES OR PROPERTY FROM ANY CAUSE WHATSOEVER, OR WHICH MAY BE SUSTAINED BY ANY PERSON WHO MAY BE ON THE PREMISES LEASED TO THE EXHIBITOR OR WATCHING, OBSERVING, OR PARTICIPATING IN ANY DEMONSTRATION OR EXHIBIT OF THE EXHIBITOR, UNLESS SUCH INJURY, LOSS, OR DAMAGE IS CAUSED BY THE ACTIVE NEGLIGENCE OR WILLFUL ACT OF NASDA OR WTCM. Exhibitor and exhibitor's contractors, and its insurers will not subrogate against NASDA and WTCM for theft of, loss of, or damage to exhibitor's or exhibitor contractors' property while in transit to, within, and in transit from the confines of the hall. If an exhibitor uses a non-official contractor, the exhibitor must agree to defend, indemnify, and hold NASDA and WTCM, NaylorCMG, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for injuries (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned by contractor's performance of the contract, breach of any terms or provisions of the contract, or by any other act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of NASDA or WTCM, its officers, agents, or employees.
22. EXHIBITOR AND EXHIBITOR'S CONTRACTORS SHALL, AT THEIR SOLE COST AND EXPENSE, PROCURE AND MAINTAIN THROUGH THE TERM OF THIS CONTRACT, THE FOLLOWING INSURANCE: Commercial General Liability Insurance against claims for bodily injury or death and property damage, as well as personal injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of not less than \$2,000,000.00 per claim per occurrence, with NASDA, WTCM, and their employees or agents as additional insured. Worker's Compensation and Occupational Disease Insurance in full compliance with all federal and state laws and covering all exhibitor's employees engaged in the performance of any work for exhibitor with limits not less than \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease. Coverage for both the Commercial General Liability and Worker's Compensation Insurance must be placed through an acceptable and licensed carrier in the State in which the convention is being held with a Best Rating of not less than A-.VII. Exhibitors shall obtain and furnish upon request by NASDA and/or WTCM a Certificate of Insurance evidencing the required insurance to NASDA and/or WTCM. If the exhibitor uses a non-official contractor, they must furnish to NASDA and WTCM evidence of insurance as described in the application for the use of a non-official contractor/display house. Upon request, evidence of all risks (subject to standard exclusions) property coverage subject to a replacement cost valuation provision and a deductible not exceeding \$5,000 must be forwarded. All property of the exhibitor is understood to remain under its custody and control in transit to, within, and in transit from the confines of the exposition facility.
23. UNION LABOR AND OTHER CONTRACTS: Exhibitors are required to observe all contracts and rules and regulations in effect between service contractors, MBCC, WTCM and NASDA.
24. RETAIL SELLING ON THE EXHIBIT FLOOR IS STRICTLY PROHIBITED.
25. EXHIBITORS AGREE THAT ALL DISPLAYS WILL BE APPROVED BY A LICENSED STRUCTURAL ENGINEER.
26. FORCE MAJEURE. NASDA shall not be deemed to have breached this agreement by reason of its failure to perform any of its obligations if caused by strikes, natural disasters, hurricanes or tropical storms, acts of a public enemy, riots, terrorism, interference by civil or military authorities, compliance with proclamations, delays in transit or delivery on the part of transportation companies, or other causes beyond the reasonable control and without the fault of NASDA, or if caused by any act or failure to act of another party (an "Event of Force Majeure"). Upon the occurrence of any Event of Force Majeure, specified above, that results or will result in a delay in or cancellation of the Show or otherwise affects NASDA's performance under this agreement, NASDA shall promptly give notice to the other party of the occurrence and the effect or anticipated effect of the occurrence on the performance of NASDA's obligations under this agreement. NASDA will use reasonable efforts under the circumstances to eliminate or minimize the adverse impact of the occurrence on its performance under this agreement.
27. NASDA/WTCM RESERVES THE RIGHT TO MAKE CHANGES TO THESE RULES. Any matters not specifically covered herein are subject to decision by NASDA and WTCM. NASDA and WTCM reserve the right to make such changes, amendments, and additions to these rules as considered advisable for the proper conduct of the exhibit, with the provision that all exhibitors will be advised of any such changes.