

## TASTING ROOM PROFITABILITY CONFERENCE & TRADE SHOW

A TWO-DAY CONFERENCE & RETAIL ROOM TRADE SHOW  
JANUARY 18 & 19, 2006  
MARIN CENTER, SAN RAFAEL, CA

### EXHIBIT SPACE APPLICATION & CONTRACT

Mail to: Quality Event Management  
3960 Post Rd. Warwick, RI 02886  
(401) 885-5830  
(401) 886-8020 (Fax)

EXPECTED EXHIBIT DAYS & HOURS:  
Wednesday, January 18 - 12:30 - T.B.D.  
Thursday, January 19 - 10:00 a.m.- 3:00 p.m.

Please accept this request for exhibit space at Tasting Room Profitability, a trade show being held at the Marin Center, San Rafael, CA, from January 18 & 19, 2006. Complete this section, as it should be published (please type or print clearly).

Company Name		Company Web site
Address (No P.O. Boxes please)		Company phone
		Fax
City	State	Zip Code
Exhibits Manager (Individual in charge of booth)		Telephone #/Ext.
		Email

**IMPORTANT! DO NOT MISS THIS BENEFIT! INCLUDE A BRIEF DESCRIPTION OF YOUR EXHIBIT AS YOU WISH IT TO APPEAR IN PRINT. (10 WORDS OR LESS)**

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**Prices:** All 10 x10 ft. booths are \$625. Exhibit Booth includes: Unskirted table, pipe and drape, 2 chairs and 110v standard electricity.

1st Choice - Booth (s) # \_\_\_\_\_ 2nd Choice - Booth (s) # \_\_\_\_\_

**Payment:** **A minimum of 50% deposit must accompany contract. Balance is due on or before November 18, 2005.**

Note: If paying by credit card, balance will be automatically submitted for payment on November 18, 2005.

**Payment**

**Remittance:** Make checks payable to Quality Event Management.  
Credit Card:  Master Card  Visa  American Express

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

**FOR OFFICE USE ONLY**

Acceptance of Application: This contract for exhibit space is accepted and the space listed below is assigned to change at Management's discretion should circumstance require.

Size of Space: \_\_\_\_\_ Square Feet: \_\_\_\_\_ Total Rental \$ \_\_\_\_\_ Deposit \$ \_\_\_\_\_ Balance \$ \_\_\_\_\_

Booth Assigned: \_\_\_\_\_ Per: \_\_\_\_\_ Date: \_\_\_\_\_

**TASTING ROOM PROFITABILITY CONFERENCE & TRADE SHOW 2006**  
**RULES AND REGULATIONS**

- 1. SHOW MANAGEMENT** - Vineyard & Winery Services, Inc. own Tasting Room Profitability. Quality Event Management has been hired to manage the show and the word "management" as specified in this contract shall mean Quality Event Management and Vineyard & Winery Services. Management includes any agents, officers or employees who have been authorized to act for it.
- 2. EXHIBIT CONDITIONS** - Facility lighting does not illuminate all areas evenly and effectively and Management will not assume responsibility for providing additional lighting. The exhibitor can order additional lighting at the prevailing rates. (See Exhibitor Service Manual). Management will not assume responsibility for the temperature levels of the exhibit hall during setup, show and tear down. Management reserves the option in any emergency to either substitute comparable display space if required by unforeseen circumstances, or to refund the exhibit fee. All pertinent laws, codes and regulations of municipal or other authorities having jurisdiction over the exhibit facility shall bind exhibitors or the conducting of said exhibit, together with the rules and regulations of the owners and/or operators of the facility in which the exhibition is held.
- 3. SOLICITATION** - Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle. No exhibitor shall so arrange his exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of Management.
- 4. SUBLETTING OF SPACE** - Exhibitor agrees not to assign, sublet or apportion space or any part thereof allotted to him, not to exhibit or advertise goods other than manufactured or sold by him in the regular course of business unless approved in writing by Management.
- 5. CANCELLATION AND REFUND POLICY** - Cancellation of all, or part, of the exhibit space must be in writing to Management, Exhibitors canceling before three months prior to the event forfeit 50% of the total rental. No refund after this time. If the exhibitor does not make full payment when due under the terms of this contract, Management may terminate this contract and the exhibitor shall be responsible for payment to Management of all amounts which would have been due Management, under the terms of this contract.
- 6. INSURANCE** - Exhibitors shall carry its own insurance. Management and the exhibition facility assume no responsibility for the safety of the properties of the exhibitor, its officers, agents or employees from theft, damage by fire, accident or any other cause whatsoever, and the exhibitor expressly agrees to save and hold harmless Management and the exhibition facility and their respective management, agents and employees from any and all liability resulting from injuries or damage to exhibitor, its agents, employees, persons and/or properties in connection with the exhibitor's use of the exhibit space.
- 7. EXHIBITOR SERVICE MANUAL** - Management will furnish an Exhibitor Service Manual to the exhibitor prior to the exhibition. This manual will include specifications for shipping, exhibition hours, setup hours, security, drayage, labor requirements, labor rates, electricity, lighting, water, carpeting, furniture, telephones, food and beverage service, etc. This manual is to be read over carefully by the person in charge of preparing the exhibit.
- 8. SERVICE ORGANIZATIONS** - Management shall designate contractors to perform work at exhibitor's expense where not otherwise done by Management pursuant to this Contract. Where union personnel are required by the Exhibition Facility or by contractors involved, it shall be the exhibitor's responsibility to comply with such requirements, in no event shall Management be responsible for the conduct of contractors or their employees. Management assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or the Exhibition Facility.
- 9. BOOTHS** - A standard booth package (8' unskirted table, 2 side chairs, back and side wall draping, identification sign, 110 volt standard electrical outlet) is provided by Management without cost to the exhibitor. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths. No display may exceed a height of eight feet on the back wall nor be higher than sidewall specifications, without the consent of Management in writing (See Exhibitor Service Manual for specifications and restrictions).
- 10. MUSIC, PHOTOGRAPHY AND COPYRIGHTED MATERIAL** - Each exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in exhibitor's booth, display, hospitality suite or any form of entertainment. 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 first presenting to Management proof satisfactory that the exhibitor has, or does not need a license to use such music or copyrighted material. Management reserves the right to remove from the exhibitor all or any part of any booth, display, hospitality suite or any form of entertainment which incorporates music, photographs, or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for an shall indemnify and hold Management, their agents and employees, harmless from all loss, cost, claims, causes of action, suits, 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 of any patent, copyright or trade secret rights or privileges.
- 11. TAXES AND LICENSES** - Exhibitors shall be responsible for obtaining any licenses, permits, or approvals required under local, state or federal law applicable to their activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activities at the exhibition.
- 12. ELIGIBLE EXHIBITS** - Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturers' representatives and/or distributors must list his participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears upon the face of this contract may be placed on the booth or in the printed list of Exhibitors of the Exhibition. No exhibits or advertising will be allowed to extend beyond the space allotted to the exhibitor, or above the back and side rails.
- 13. LIMITATION OF LIABILITY** - The Exhibitor agrees to indemnify and hold harmless the Management, the Co-Sponsors, Owner, Exhibition Hall Facility, and City in which this Exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of the Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense only with prior approval by Management. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the listings in the Exhibitors' Official Directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in settlement, incurred in connection with such claims arising out of the acts of negligence of Exhibitor, his Agents or Employees.
- 14. DEFAULT IN OCCUPANCY** - If exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purposes as it may see fit.
- 15. DAMAGE TO PROPERTY** - Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.
- 16. SOUND LEVEL** - Mechanical or electrical devices that produce sound must be operated so as not to prove disturbing to other Exhibitors. Management reserves the right to determine the acceptable sound level in all such instances.

**We fully understand that this form shall become a binding contract upon acceptance of exhibit space by the applicant and is subject to the terms and conditions and rules and regulations set forth herein and on the reverse side, and as set forth in the Exhibitor Service Manual.**

Applicant's Authorized Signature

Title

Date