

OXFORD PUBLISHING, A Division of Questex Media, Inc.
CONTRACT FOR BOOTH SPACE
LAS VEGAS 2009



This contract for booth space at the **International Las Vegas Restaurant Show and the Las Vegas Hospitality Expo** in Las Vegas on **March 3-4, 2009**, is between the company as noted below and **Oxford Publishing, A Division of Questex Media, Inc.** *Please print or type information.*

Company Name: _____
 Billing Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: () _____ Fax: () _____
 Cell: () _____
 E-Mail: _____
 Internet URL: _____
 Authorized Signature: _____

By signing the contract, I agree that I have read contract in its entirety.

Exhibitors will not be allowed to set up until payment in full and certificate of general liability insurance (with an insurance company licensed to do business in the state of Nevada listing additional insured) are received and approved. Companies approved to serve alcoholic samples must also have included liquor liability insurance and one TAM, SERVESAFE or Tips certified bartender in their booth.

Indicate your choice for booth space:

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

TOTAL DUE FOR BOOTH SPACE:	\$ _____	\$3145- Corner
HALL SERVICE FEE	\$ 50.00	\$2745 - Standard
Show Sponsor Package	\$ _____	\$995
• Product Display Case		Sponsor Package
• Program Guide Logo		
• General Show Sponsor		
SUBTOTAL	\$ _____	
LESS DEPOSIT	\$ _____	
BALANCE DUE	\$ _____	

Payment: (circle 1)

AmEx VISA MC Discover

Check Bank Transfer

Card No. _____
 Name on Card: _____
 Authorized Signature: _____
 Exp. Date: _____

- 1) **To hold your booth selection, a signed contract and 50% deposit must be returned with the balance due no later than December 12, 2008.**
- 2) **Please note if you use a credit card for your booth deposit that your credit card will automatically be charged the balance 45 days from the contract date.**
- 3) **Payments must be in US Funds Only. All international companies, including Canada, can pay by bank transfer or a check drawn on a US bank.**
- 4) **Oxford Publishing will not accept company checks for booth payment after February 2, 2009.**
- 5) **There will be no refunds after 30 days from the contract date.**
- 6) **There will be no refunds after December 12, 2008 regardless of the contract date.**
- 7) **Any booth space confirmed after December 12, 2008 must be paid in full immediately.**
- 8) **Any transfer of funds among Oxford Publishing, a division of Questex Media Inc., and affiliate accounts carries a 20% penalty.**

NOTE: Exhibitor warrants by signing this contract the lessee has workman's compensation and liability insurance in accordance with show rules contained in the Exhibitor Kit for all employees assigned to set-up, tear down or work in the Exhibit Hall. Exhibitor warrants and understands that insurance and liability coverage is the full and sole responsibility of the exhibitor. Show management assumes no responsibility for exhibitor property or other liability. Liability insurance and property insurance are the sole responsibility of the exhibitor.

OXFORD PUBLISHING, A DIVISION OF QUESTEX MEDIA, INC., RESERVES THE RIGHT TO REASSIGN BOOTH SPACE AS NECESSARY TO PRODUCE THE SHOW. ABSOLUTELY NO MORE THAN ONE COMPANY PER BOOTH!

By initialing here, I agree that I have read pages 1 & 2 of the Las Vegas 2009 Contract and agree to comply. I have also completed, signed and returned both the exhibitor server policy and the Aramark sample food/beverage distribution form.

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PLEASE NOTE: The diversity and quality of products exhibited make it impossible to guarantee security of items in the exhibit hall. Around-the-clock security is provided, but Show Management shall not assume responsibility for items lost in shipment, misplaced or stolen. Exhibitors should secure business insurance to cover any such loss, Oxford Publishing, A Division of Questex Media, Inc., and affiliates liability to the exhibitors on any claim for damages shall be limited to direct damages. Oxford Publishing, A Division of Questex Media, Inc., and affiliates shall have no liability for punitive damages, special damages, including but not limited to lost profits, consequential damages, incidental damages or other similar damages. In no event shall Oxford Publishing, A Division of Questex Media, Inc., and Show be liable for damages resulting in for any act of God, delays caused by weather, union strikes or acts or omissions by agencies or instrumentalities beyond the control of Oxford Publishing, A Division of Questex Media, Inc., and affiliates.

Exhibitor hereby acknowledges that it shall comply with all laws of the United States and the State of Nevada, all ordinances of the County of Clark, and wherever applicable, all rules, regulations of the metropolitan police department and the Clark County Fire Department, and policies and criteria established by the LVCVA, GES and/or Oxford Publishing, A Division of Questex Media, Inc., The International Restaurant Show—Las Vegas and/or policies as outlined in GES exhibitor kit for use of the facilities under its jurisdiction, and Exhibitor will not suffer or permit to be done anything in its booth or within its control at the LVCVA in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. Exhibitor also shall be responsible for providing auxiliary aids to anyone required in accordance with the Americans With Disabilities Act. Additionally, Exhibitor acknowledges that it must submit to Oxford Publishing, A Division of Questex Media, Inc., a list of any independent service companies (e.g. installation and dismantle companies, florists, modeling agencies, or other exhibitor-appointed contractors) who are providing a service to the Exhibitor. Exhibitor acknowledges that it is responsible for insuring that said companies or entities are properly licensed and insured prior to entering premises of the Las Vegas Convention Center. Exhibitor shall secure compliance with all state and federal laws and/or regulations related to the installation and dismantling of exhibitor's booth.

Exhibitor warrants to Oxford Publishing, A Division of Questex Media, Inc., a commercial general liability insurance policy in the amount of, at least, One Million Dollars (\$1,000,000.00) which names Oxford Publishing, A Division of Questex Media, Inc., and affiliates, GES, Aramark and the Las Vegas Convention Center and its Premises as additional insured and agrees to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, and workers compensation for the dates of the show. Commercial automobile insurance, of at least \$500,000 per occurrence is required for commercial vehicle the exhibitor utilized during the event.

Without limiting the effect, purpose, scope and applicability of the aforementioned commercial general liability insurance policy in anyway, exhibitor also agrees that it is responsible for any and all demands on account for any violations of the provisions and contents of the proceedings or for any negligence or intentional act or omissions of employees, agents or parties with whom the exhibitor contracts that results in; (1) damages with destruction of property of any party or third parties, and/or death or injury to persons including but not limited to employees, and/or invites of either parties, LVCVA and/or GES. The exhibitor shall defend, indemnify and hold harmless Oxford Publishing, A Division of Questex Media, Inc., and affiliates, GES and LVCVA for any negligence or intentional acts or omissions of its employees, agents or parties with whom it contracts. Any dispute arising out or relating to this agreement shall be resolved by mandatory arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and an award rendered in connection with arbitration pursuant to this section shall be final and binding and a judgment upon such award may be entered and enforced in any Mississippi court of competent jurisdiction. The prevailing parties shall be entitled to recovery of reasonable attorney's fees and cost.

Communications & Responsible Beverage Policy: Exhibiting company confirms a business relationship and authorizes Oxford Publishing, A Division of Questex Media, Inc., or affiliates to communicate via mail, phone, fax or e-mail with all parties exhibiting on this form. By signing this contract, exhibitor and personnel agree to comply with the responsible server policy and sample serving sizes. Any exhibiting company that violates this policy will be closed immediately. No Refunds will be provided and future show participation may be at risk. Exhibitor and personnel will practice and follow the show beverage policy. Anyone who over consumes or appears to over consume alcohol will be ejected from all show activities without refund. In addition no person under the legal drinking age shall be permitted to consume alcohol beverages.

Return to: Oxford Publishing, A
Division of Questex Media
307 West Jackson Avenue
Oxford, MS 38655

Telephone: (662) 236-5510
or 800-247-3881

Fax: (662) 281-0104
Email: restaurant@oxpub.com
Web Site:
www.internationalrestaurantshow.com



Exhibitor Dress Code/Code of Conduct

All Exhibitors and their staff working their booth must comply.

Dress Code: Business Casual

Required dress is professional/casual business attire. No clothing that may be interpreted as promiscuous, provocative or overly suggestive. Overly suggestive halter tops, bikini tops or other revealing clothing are not appropriate. Show management reserves the right to deem any attire inappropriate and therefore not allow admission to any events affiliated with "The Show".

Code of Good Conduct

Show Management may revoke without refund the privilege of any exhibitor to exhibit at The International Restaurant Show—Las Vegas or sponsor affiliated events in the event such exhibitor participates in any provocative or other inappropriate behavior in sole judgment of show management.

Exhibitor/Sponsor Server Policy and Agreement

Oxford Publishing/Questex Media, Inc.

PLEASE READ CAREFULLY -ALL COMPANIES MUST BE IN COMPLIANCE IN ORDER TO EXHIBIT

It is the policy of Oxford Publishing Inc./Questex Media, Inc. and affiliates to assure responsible server policies at all events produced by Oxford Publishing Inc./Questex Media, Inc. and affiliates. Exhibitors/Sponsors agree by signing below to abide by the policy outlined and agree to indemnify Oxford Publishing Inc. and affiliates from any liability or actions resulting from the service of alcoholic beverages at any and all shows as well as related events produced by Oxford Publishing Inc./Questex Media, Inc. and affiliates. Exhibitor also agrees to secure the appropriate insurance coverage as outlined below in advance of all shows/events in which exhibiting company is participating.

Agreement

1) All exhibitors/sponsors serving alcoholic beverages agree to practice responsible beverage service and assure that servers in booths are trained and fully knowledgeable of this policy. Exhibitors/Sponsors will not provide service of any kind, including coffee, water or alcohol to any one appearing to be intoxicated or impaired. Each booth will be required to have licensed or TAM certified servers/bartenders.

2) Exhibitors/Sponsors shall provide certificates of insurance to Oxford Publishing six weeks in advance of each show date. Each company should provide proof of Workman's Compensation insurance and a \$1,000,000.00 in General Liability Insurance, including Liquor liability (if alcoholic samples are being served), which lists Oxford Publishing Inc./Questex Media, Inc. and affiliates, Aramark, GES and Las Vegas Convention Center as additional insured for any actions and related events produced by Oxford Publishing Inc./Questex Media, Inc. and affiliates.

3) Exhibitors/Sponsors agree to adhere to the following sample server size and container size for all samples in the practice of responsible service at the Convention & Trade Show and related events. To assure that these policies are strictly enforced, only specially designed 5 oz cups which can be purchased in advance or on site by exhibitors will be permitted in the hall or if your company has customized cups that are smaller than 5 oz., those will be acceptable. Samples can only be distributed from the booth. No samples may be handed out in the aisles. Only licensed beverage alcohol suppliers, distributors, manufacturers or importers and mix companies will be allowed to serve alcoholic samples. No open cans or bottles and no alcohol in any form will be permitted to be taken out of the exhibit hall at any time.

Please check what you will be serving:

- Beer5 oz.
- Wine3 oz.
- Spirits, Liquors1/4 oz.
- Spirits, Liquors that are 100% alcohol.....1/4 oz.
- Mixes Containing alcohol.....3 oz.
- Non -alcohol.....3 oz.
- Food2 oz.
- I will not be serving any food or beverage products.

4) No yard glasses, half-yard glasses or foot glasses may be used in beverage service. No straight shots larger than 1/4 oz. of 100 % alcohol may be served.

5) Any violation of the above policies will result in show management closing any exhibit in violation. No refund will be provided in such instance. A team of uniformed security personnel will be employed for each show to police the hall and are authorized to close any booth and eject from the hall any exhibiting company violating the server policies.

6) The undersigned exhibiting/sponsoring company indemnifies and holds harmless Oxford Publishing Inc./Questex Media, Inc. and affiliates and their employees or officers thereof from any cause of action which may occur as a result of any violation of the expressed terms of this server policy agreement.

Exhibitor: _____ Date: _____

Authorized Signature: _____ Title: _____

Oxford Publishing Inc./Questex Media, Inc.: _____ Date: _____

Please sign and fax back to 662-281-0104.