

1. EXHIBITOR ELIGIBILITY

Only those companies that meet the following criteria are eligible to participate in this event.

- The company must be a source supplier.
- The product, service, or unit of equipment to be exhibited must be classified as health and beauty products, grocery products, general merchandise, or equipment, supplies, and technology related to the retail grocery industry.
- The product, service or unit of equipment to be exhibited must be used or sold by supermarket retail and wholesale organizations in the normal course of business.
- Exhibitors must set up their exhibit booth to qualify for the retailer review meetings.

2. RIGHT TO REFUSE

CGA reserves the right to reject any exhibit space application.

3. SPACE RENTAL CHARGE

The standard exhibit space rental charge is \$25.00 per square foot for CGA Members and \$30.00 per square foot for non CGA Members. Premium exhibit space is \$30.00 per square foot for CGA Members and \$35.00 per square foot for non CGA Members.

4. PAYMENT

Contracts submitted on or prior to June 4, 2011 must be accompanied by a deposit of fifty percent of the total space rental charge. Full balance is due and payable by close of business on June 4, 2011. Applications submitted after June 4, 2011, must be accompanied by payment-in-full of the space rental charge.

5. CANCELLATION OF CONTRACT

In the event an Exhibitor must cancel their request for exhibit space, the rental fee paid will be refunded, minus a \$200 administrative fee per 10' x 10' booth, if the notice of cancellation is received by CGA in writing prior to June 5, 2011. If the notice of cancellation is received on or after June 5, 2011, the total amount of the space rental fee will be forfeited. These fees will apply even if the space is resold. The Exhibitor is responsible for the total balance of the space rental charge as outlined in the above payment schedule.

CGA reserves the right to terminate this contract immediately, and to withhold from the Exhibitor possession of the exhibit space and all space rental fees paid if, (a) the Exhibitor fails to pay all space rental charges by end of business on June 4, 2011, or (b) the Exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

6. ELIGIBLE EXHIBITS

CGA reserves the right to determine eligibility of any company or product to participate in the conference. CGA can refuse rental of exhibit space to any company whose display of goods or services is not in the opinion of CGA compatible with the educational character and objectives of the conference.

7. ALLOCATION OF SPACE AND ASSIGNMENT BY SENIORITY

Whenever possible, space assignments will be made in keeping with the preferences as to location by the Exhibitor. During the initial assignments, if two or more Exhibitors request the same location in its original configuration, the Exhibitor with the highest seniority will be given preference. In the event two or more firms with the same seniority request the same space, the application and deposit with the earliest date received will be considered first. CGA

reserves the right to make the final determination of all space assignments and configurations in the best interest of the conference.

8. SUBLETTING OF EXHIBIT SPACE

Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from CGA. Exhibitors must show goods manufactured or dealt by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplates and imprint or trademark under which same is sold in the general course of business.

9. LIABILITY

Neither CGA, its members, nor the representatives and employees thereof, its official service contractors nor Mandalay Bay Resort & Casino, its representatives and employees will be responsible for injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the Exhibitor'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 booths, and various other factors make it reasonable that each Exhibitor shall assume risk of any injury, loss or damage, and the Exhibitor, by signing this contract hereby assumes such risk and expressly releases the organization and individuals referred to above, from any and all claims for such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the Exhibitor shall be the Exhibitor's responsibility.

Exhibitor assumes responsibility and agrees to indemnify and defend the 2011 CGA Strategic Conference, the Mandalay Bay Resort & Casino, Mandalay Resort Group, its subsidiaries and their respective owners, employees and agents against claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the 2011 CGA Strategic Conference nor the Mandalay Bay Resort & Casino maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

10. EXHIBITOR INSURANCE

The Exhibitor 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 CGA as an additional insured. A copy must be provided to CGA by August 15, 2011.

Workers' Compensation insurance shall be in full compliance with all federal and state laws covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor.

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

11. DISABILITY PROVISIONS

Exhibitor shall have sole responsibility for ensuring that their exhibit is in full compliance with the Americans with Disabilities Act and any regulations implemented by that Act. Exhibitor will ensure the accessibility of its exhibit space, including but not limited to 36" pathways, ramp capabilities for raised or lowered flooring and installation of tightly-woven carpeting less than 1/2" thick to facilitate wheelchair movement.

12. DAMAGE TO PROPERTY

The Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other Exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

13. UNION LABOR

Exhibitors are required to observe all contracts in effect between service contractors, Mandalay Bay Resort & Casino and labor organizations.

14. INSTALLATION

Exhibit installation at Mandalay Bay Resort & Casino depends on the location of your exhibit space. Target move-in dates are published in the Exhibit Service Kit. No exhibits should arrive at Mandalay Bay Resort & Casino earlier than the published date.

Exhibit displays must be fully set up and ready by 3:00 pm on Sunday, September 25, 2011. After that time, any unattended booths with crated displays will be set up at the discretion of CGA and all expenses will be charged to the Exhibitor. In the best interest of the show, CGA reserves the right to reassign any un-set exhibit space after 12:00 pm on September 25, 2011.

15. DELIVERY AND REMOVAL DURING SHOW

Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show without written permission from Show Management. All arrangements for delivery during non-show hours of supplies, such as flexible materials, cartons and products to be packaged must be made with Show Management. No deliveries may be made during show hours.

16. REMOVAL OF HAND-CARRIED MATERIALS

Removal passes will be required to remove any materials from the floor. These passes are available from Show Management. Portfolios, brief cases and packages will be subject to inspection by the security guards.

17. ADMITTANCE DURING NON-SHOW HOURS

Booth personnel will not be permitted to enter the exhibit floor earlier than one hour before the scheduled opening time each day of showing, and will not be permitted to remain on the exhibit floor for more than one hour after closing each evening. Exhibitors having special equipment or problems that require additional time should check with Show Management on the previous day. Attendees are allowed on the exhibit floor during official show hours only.

18. INSTALLATION AND DISMANTLING PERSONNEL

Exhibitors using companies other than CGA's official contractors must advise them to check with the Security Station 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.

19. CONFLICTING EVENTS DURING SHOW HOURS

The Exhibitor agrees not to extend invitations, call meetings, hospitality events or otherwise encourage absence of retailing managers, buyers and executives from the exhibit hall and meeting rooms during the hours of the conference.

20. DISMANTLING

Every exhibit must be fully operational during the entire conference. In order for all Exhibitors to participate in the entire business and social program of the 2011 CGA Strategic Conference, the dismantling of displays begins at 5:00 pm, Tuesday, September 27, 2011 and continues through 10:30 pm, Tuesday, September 27, 2011. At this time, all Exhibitor displays or materials left in the booths without instructions will be dealt with at the discretion of CGA and all charges will be applied to the Exhibitor.

21. EARLY TEARDOWN

Early teardown of your exhibit booth or Business Conference Suite is strictly prohibited. Failure to adhere to this request will result in the forfeiture of your priority status at the following year's conference. There will be no exceptions to this rule.

22. BADGES

Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and those worn by someone other than the person to whom issued, will be confiscated. Business cards are not to be used in CGA badge holders.

23. CHARACTER OF EXHIBITS

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, hostesses and models 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 CGA, no part of Mandalay Bay Resort & Casino and its grounds may be used by any organization other than CGA for display purposes of any kind or nature. Within the hotel property, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only.

A. ATTIRE

Representatives should be conservatively attired to maintain the professional and business-like climate of the conference.

B. SOUND

Motion pictures relating to Exhibitor's equipment will be permitted, provided projection equipment and screen are located on the rear one-third of the booth, and all viewers stand or sit within the booth. Sound movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring Exhibitors.

C. LIGHTING

In the best interest of the conference, CGA 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. BOOTH EXTERIORS

The exterior of any display cabinet or structure facing an aisle or adjacent Exhibitor's booth must be suitably finished and decorated at the Exhibitor's expense.

E. DECORATIONS

The use of confetti, balloons, glitter or other similar materials is not permitted.

F. NOISE AND ODORS

In fairness to all Exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisy operating displays, nor exhibits producing objectionable odors be allowed. Loud machinery should only be run for reasonable, periodic demonstrations.

G. ANIMALS

No exotic, wild or non-domesticated animals may be brought onto the premises.

24. FOOD SAMPLING

All Exhibitors who plan to serve food and beverage items on the exhibit floor must submit a description of the item(s) as detailed in the exhibitor service kit. Fees may apply to food and beverage items given to attendees on the exhibit floor that are larger than sample size or those needing hotel assistance in preparation or service.

25. MUSIC LICENSING

Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to Exhibitors, including but not limited to, any music performance agreement between CGA conferences and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of Exhibitors under the copyright laws and present CGA with a copy of such license or grant no less than thirty (30) days prior to the start of the conference.

26. DISPLAY HEIGHTS

Display material (including show cases, display or storage cabinets, electrical fixtures, wire conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the Exhibit Service Kit. Special consideration will be given to machinery and equipment displayed in a manner comparable to actual industrial utilization. Please contact Show Management for exceptions to this rule. Equipment displayed in inline exhibits should be positioned so as to minimize interference with the sightline into neighboring exhibits.

27. POSITIONING EQUIPMENT IN RELATION TO AISLE

To ensure the safety of all show participants, machinery and equipment shall be positioned so that no portion is closer than 12 inches from the aisle, subject to Show Management approval.

28. RELOCATION OF EXHIBITS

CGA reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the conference.

29. 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 Las Vegas Municipal Code 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 exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the conference is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles.

No open flame devices, candles, cooking, combustible liquids, etc. allowed on the premises.

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

30. PHOTOGRAPHY AND SKETCHING

Cameras may be carried in the exhibit area, but under no circumstances may photographs be taken without expressed authority of the Exhibitor concerned in each case. Sketching or drawing machinery on display is prohibited.

31. FOODSERVICE

Food and beverages may be served as samples in exhibit booths. However, the Health Department rules and regulations must be adhered to at all times during the hours the trade show is open.

32. FAILURE TO HOLD CONFERENCE

Should any contingency prevent holding of conference, CGA may retain such part of the Exhibitor's rental fees as shall be required to recompensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, Exhibitors will not be reimbursed if the conference is cancelled, postponed, curtailed or abandoned due to an act of war, an act of god, insurrection, radioactive contamination, labor disputes, acts of terrorism, civil disturbance, government regulation, disaster, fire, earthquake or flood.

33. AMENDMENT OF RULES

CGA 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 Exhibitor with the provision that all Exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by CGA.

33. NEW PRODUCTS SHOWCASE

Refer to separate Agreement and Guidelines.



Direct questions to CGA

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