

APPLICATION & CONTRACT FOR EXHIBIT SPACE

THE FOODSERVICE ARENA @ THE INTERNATIONAL HOTEL/MOTEL & RESTAURANT SHOW® Jacob Javits Convention Center, Nov. 8-10, 2009

INSTRUCTIONS: Please complete Application & Contract furnishing all info requested. Return all copies with check made payable to: New Jersey Restaurant Assn. (or NJRA), 126 W. State Street, Trenton, NJ 08608 • 800/848-6368 • Fax 609/599-3340. After assignment of exhibit space, copy of contract will be returned to exhibitor.

PLEASE TYPE OR NEATLY PRINT.

1. Key contact person:

Name _____
 Title _____ Phone () _____
 E-mail _____

2. Exhibiting company's name, address, etc:

A. Firm Name _____
 ("Exhibitor")
 Address _____
 City _____ State _____ Zip _____
 Phone () _____ Fax () _____
 Website _____

B. What products/services will be exhibited?

3. Do you have a NEW Product/service that your company will be introducing at this show? If so, please explain:

4. Name of companies you do not wish to be next to or across from:

(NOTE: Every effort will be made to accommodate above requests although NJRA maintains right to assign space as it deems necessary.)

5. Will your exhibit require water hook up? Yes No
Will your exhibit need drainage? Yes No

**NOTE: This is not an order for specific utility services. Utility service order forms will be mailed with your Exhibitor Kit.*

Will you be offering samples of any alcoholic beverages? Yes No

6. My company's booth preferences are:
 (List #s As Shown on Enclosed Floor Plan.)

1 ST CHOICE	2ND CHOICE	3RD CHOICE

7. Cost of Exhibit Space Rental: \$30.25 sq. ft./\$250.00 corner premium

TOTAL SQ. FT. (feet deep x feet wide = total sq. ft.)
 _____ x \$ 30.25 = \$ _____

Corner Premium (add \$250) each corner = \$ _____
 Based on your NJRA membership, select one type of discount.



NJRA Allied Member Discount = \$ - 175.00

NJRA Associate Member Discount = \$ - 100.00

TOTAL COST OF EXHIBIT SPACE = \$ _____

8. PAYMENT SCHEDULE

By March 2, 2009 - 20% of total booth cost.
By May 1, 2009 - 35% of total booth cost.
By July 2, 2009 - 50% of total booth cost.
By September 3, 2009 - 75% of total booth cost.
After October 1, 2009 - 100% of booth cost.
This contract is binding once signed by the vendor

9. Amount enclosed or to be Billed to my Credit Card: _____

Method of Payment Check Enclosed Bill My Credit Card
 AE MC V Discover

Card Number _____ Exp. Date _____

Exhibitor agrees that acceptance of this application/contract by The New Jersey Restaurant Assn. (NJRA) constitutes a contract between parties. Cancellation of this contract will be accepted only at the sole discretion of NJRA. Upon such cancellation, NJRA shall have the right to retain as liquidated damages and not as penalty all amounts then paid by the exhibitor and due from him.; there will be no refunds. All Exhibit Space must be paid in full before any exhibitor will be permitted to install their display. Exhibitor agrees that the conditions, rules, and regulations set forth in this Application & Contract and in the "Exhibitor's Manual & Floor Plan" are made a part hereof as though fully incorporated herein and that said exhibitor agrees to be bound by each and every one thereof.

10. _____
 (Signature) (Date)

11. _____
 (Please Print/Type above individual's name & title)

DO NOT WRITE IN THIS SPACE — FOR NJRA USE ONLY!

Date Application Confirmed _____

Booth Number(s) Assigned:

Dimensions of Space Assigned:

TOTAL SQUARE FEET	EXHIBIT SPACE RENTAL COST
_____ Sq. Ft. x \$30.25 = \$ _____	
_____ Corner @ \$250.00/each = \$ _____	
Less Member Discount = \$ - _____	
TOTAL COST OF EXHIBIT SPACE = \$ _____	
Amount Paid As Of Date Confirmed By NJRA .. = \$ _____	
Amount Due = \$ _____	
Authorized & Accepted _____	

EXHIBITION TERMS, CONDITIONS AND RULES

1. AGREEMENT TO TERMS, CONDITIONS AND RULES

Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth herein and by such additional rules or amendments to the rules made by the International Hotel/Motel & Restaurant Show Committee ("the Committee") from time to time for the operation of the Show, including, but not limited to, those rules contained in the Exhibitor Manual ("Exhibitor Manual"). The Committee shall have full power to interpret all such rules, as the Committee deems proper.

2. EXHIBIT CONSTRUCTION AND DESIGN SPECIFICATIONS

In the construction and design of the Exhibitor's display, the Exhibitor agrees to comply with the guidelines detailed in "Official Hotel/Motel & Restaurant Show exhibit Construction and Design Specifications". Such specifications are mailed herewith (receipt of which is hereby acknowledged), set forth in the Exhibitor Manual and are made a part hereof as though fully incorporated herein.

3. INSURANCE

Exhibitors who desire insurance on their exhibits must place the same at their own expense. The Committee and the New Jersey Restaurant Association ("NJRA") does not carry insurance of any sort on the exhibit or other property of the exhibitors, and as set forth in this contract, the Committee/NJRA assumes no liability for loss or damage thereto from any cause.

4. SHOW HOURS AND DATES

Hours and dates for installing, showing and dismantling exhibits shall be those specified by the Committee in the Exhibitor Manual. All exhibits must be open and staffed for business during exhibit hours, and no dismantling or packing may be started before the official close of the show.

5. LICENSING OF EXHIBIT SPACE

NJRA shall license the Exhibit Space to Exhibitor for the period of the Show, provided the Javits Center is made available to the Committee/NJRA. Such a license is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. The NJRA/Committee reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property if the NJRA/Committee determines, in its sole discretion that the Exhibitor is not eligible to participate in the Show.

6. EXHIBITOR AND COMMITTEE RESPONSIBILITIES

Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative and shall cause all such products/services exhibited by it to be listed in the official Show Directory. In addition, principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Show. The Committee shall (a) supply Exhibitor with the Exhibitor Manual, (b) supply Exhibitor with a uniform name sign, (c) register and give information to attendees and (d) publish, or cause to be published, an official Show Directory. The Committee, Show Management, and NJRA shall not be responsible for errors or omissions in the Show Directory.

7. ASSIGNMENT OF EXHIBIT SPACE

Exhibitor shall not assign or sublicense to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of NJRA which NJRA may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sublicensee and all its representatives. Exhibitor is not permitted to feature names or advertisements of non-exhibiting firms, distributors or agents in the Exhibitor's display (parent or subsidiary companies excepted). Exhibitor must show only goods manufactured or dealt in by him 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 nameplate, imprint, or trademark under which same is sold in the general course of business.

Exhibitor may not permit in his booth non-exhibiting Company Representatives. Rulings by George Little Management, Inc. ("Management") shall in all instances be final with regard to use of any exhibit space.

8. BOOTH REPRESENTATIVES

Booth Representatives shall be restricted to Exhibitor's Employees and their authorized Representatives. Booth Representatives shall wear badge identification furnished by Management at all times. Management may limit the number of Booth Representatives at any time. All booths must be staffed by the Exhibitor during all open show hours.

9. SALE OR TRANSFER OF EXHIBITOR'S BUSINESS

In the event of the sale or transfer of a substantial portion of the assets of Exhibitor's business, or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in the management of the Exhibitor, Committee/NJRA may, at its option, terminate this agreement.

10. UNION LABOR

Exhibitor must comply with all union regulations applicable to set-up, display and dismantling of its exhibit.

11. FIRE RULES

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other flammable material. No cartons shall be stored in the Javits Center during the Show. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproofed by a method and with a compound approved by the New York Board of Standards and Appeals. The Exhibitor must file an affidavit with the New York City Fire Department or have available for inspection on demand an affidavit in accordance with those flameproofing requirements described in the Exhibitor Manual.

12. OBSERVANCE OF LAWS AND RULES

Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities, and all rules of the Javits Center.

13. EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of the Committee/NJRA is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space and must be operated so as not to prove disturbing to other Exhibitors. The Committee/NJRA/Management reserves the

right to determine the acceptable sound level in all such instances. The Exhibitor agrees to obtain the appropriate music copyright licenses when music is to be played in their assigned Exhibit Space. Distribution of pamphlets, brochures or any advertising matter must be confined to the assigned Exhibit Space.

Any visitor, practice or activity that, in the opinion of the Committee/NJRA/Management, annoys and/or endangers others, exposes others to annoyance and/or endangerment, or interferes with the rights of others, may be prohibited by the Committee/NJRA/Management. Exhibitor releases the Committee/NJRA/Management from any and all financial liability for losses or costs incurred by Exhibitor due to such prohibitions.

14. SERVING OR SAMPLING OF ALCOHOLIC BEVERAGES

The serving or sampling of alcoholic beverages of any type is prohibited unless permission in writing is first obtained from the Committee. Each exhibiting producer or importer of alcoholic beverages requesting permission to sample must be a holder of valid wholesale licenses under the laws of New York State which permit such exhibitor to possess and sell such beverages. Each exhibitor granted permission by the Committee to sample its alcoholic beverage products shall be subject to such terms and conditions as are required by the Committee and the New York State Liquor Authority, and such exhibitor shall be subject to any fees and agreements as may be required by the labor unions and the Javits Center. Any such exhibitor who receives written permission to allow Show attendees to sample its products shall be solely responsible for complying with all applicable New York State laws relating to the sampling of such alcoholic beverages. The sale of or taking orders for alcoholic beverages by an exhibitor is prohibited.

15. PHOTOGRAPHS

Other than Exhibitor's own exhibit space, no photographs of exhibit spaces or merchandise shall be taken without the prior written consent of the Committee or the exhibitor involved.

16. USE OF SPACE

The Show is held primarily for the education of members of the hospitality industry. In keeping with the educational purpose of the Show, the Exhibitor may take orders for products and services at its own Exhibit Space; however, in keeping with the trade show character of the Show, products or services for which orders are taken must be delivered by the Exhibitor to the purchaser at the close of the Show and not during the Show.

17. CLOSING OF EXHIBIT

If an Exhibitor or one of its subsidiaries or affiliates is on strike resulting in picketing or similar type of demonstration in or near the Javits Center, the Committee/NJRA reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space.

The Committee/NJRA shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives or assigns to perform, meet or observe any Term, Condition, or Rule set forth herein, and such Exhibitor shall not be entitled to a refund of any payment.

In the event that the premises in which the Show is or is to be conducted shall become unfit for occupancy, or in the event the holding of the Show or the performance of NJRA under the contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of NJRA, said contract and/or the Show (or any part thereof) may be terminated by NJRA. NJRA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of NJRA.

If for any reason, NJRA or the Committee terminates the Agreement through which NJRA derives the right to use that space licensed by the Committee, NJRA may terminate this Agreement with the Exhibitor.

18. FUTURE SHOWS

In addition to the Committee/NJRA's right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 17 hereof, the Committee/NJRA, in their judgement, may refuse to consider the Exhibitor for participation in future Shows with which the Committee/NJRA is involved if the Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

19. AMERICANS WITH DISABILITIES ACT

Javits Center shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act ("ADA"). The Committee shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, which are applicable to the Committee if not otherwise provided by the Javits Center. The Exhibitor agrees that it will comply with any provisions of the ADA, which are applicable to the Exhibitor.

20. JURISDICTION

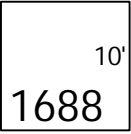
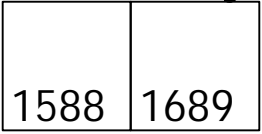
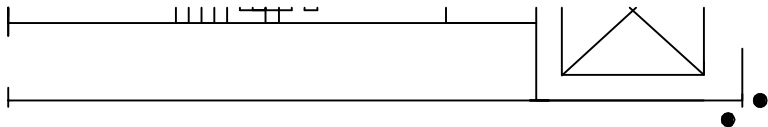
Each of the Committee and Exhibitor hereby consents to the jurisdiction of the Supreme Court of the State of New York and United States District Court for the Southern District of New York for all purposes in connection with this Agreement and further consents that any process or notice of motion in connection therewith may be served by certified or registered mail or personal service, within or without the State of New York, provided a reasonable time for appearance is allowed in accordance with the rules of such courts.

21. COMMITTEE'S LICENSE AGREEMENT WITH JAVITS CENTER

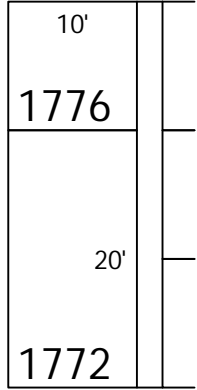
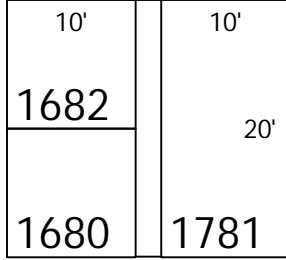
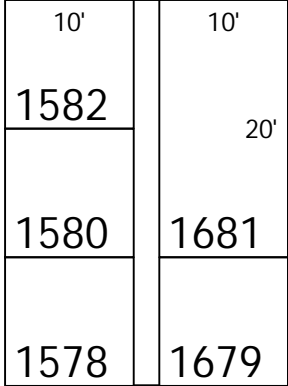
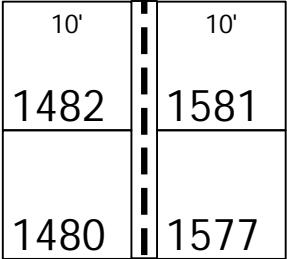
This Agreement is subject and subordinate in all respects to the License of the New York State Hospitality & Tourism Association, Inc., the Hotel Association of New York City, Inc" and the American Hotel & Motel Association, with the Convention Center Operating Corporation, operator of the Javits Center, and to the rights of the Owner and/or Licensee thereunder, or any assignee thereof. Termination of this License shall constitute termination of this Agreement and the Committee/NJRA shall have no further liability or obligation to the Exhibitor. The Exhibitor agrees to release and indemnify the said Associations, the Committee, NJRA, and Management against any liability under the terms of said License arising from, created by any act or default of the Exhibitor hereunder.

22. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York as if it is an agreement made and to be performed within such State.



NJRA

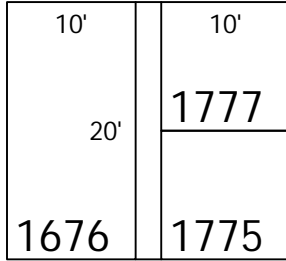
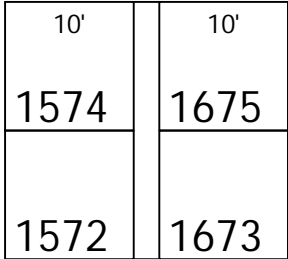
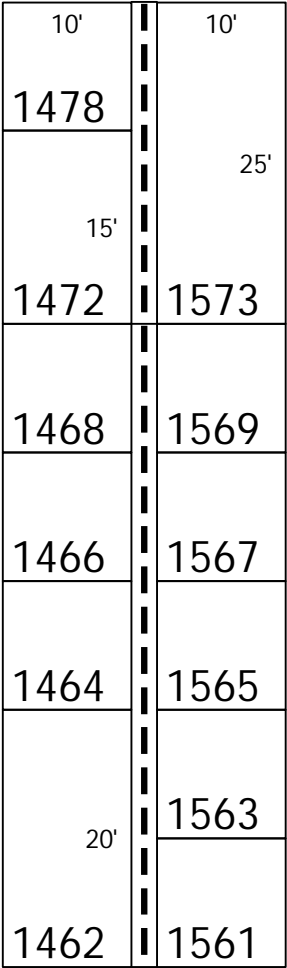


10'

10'

6'

20'



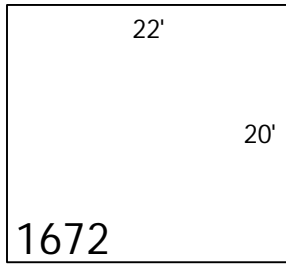
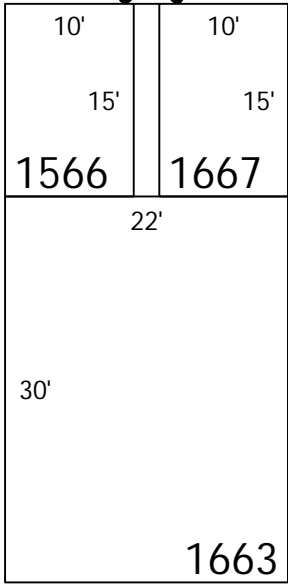
15'

NJRA

FHC



10'



N
O



7'

22'

7'

10'



10'