

**PLEASE RETURN ORIGINAL
CONFIRMATION WILL BE RETURNED**

Produced by New Hope Natural Media,
a division of Penton Media, Inc.

Return to: NATURAL MARKETPLACE
Attn: Accounting Dept.
1401 Pearl Street, Boulder, CO 80302 USA
1.303.939.8440 or 1.800.431.1255 phone
1.303.939.9559 fax

By completing and returning this application, you are applying for exhibit space at NATURAL MARKETPLACE 2010 (the "Exposition"). You acknowledge that your application, if accepted in writing, will form a contract between you and New Hope Natural Media (NHNM). Any contract formed will incorporate the terms and conditions set forth below, the guidelines established in the Exhibitor Service Kit, the Additional Contract Provisions on the reverse side of this document, and the New Hope Natural Media Exhibitor Standards for Natural MarketPlace (the "Standards"). New Hope Natural Media reserves the right to reject any application for any reason.

MEMBER PRICING	NON-MEMBER PRICING
Islands \$37 / sq. ft.	Islands \$42 / sq. ft.
Peninsulas \$36 / sq. ft.	Peninsulas \$40 / sq. ft.
Corners \$35 / sq. ft.	Corners \$39 / sq. ft.
Inlines \$29 / sq. ft.	Inlines \$34 / sq. ft.
*corners and inlines are sold in increments of 100 sq. ft.	

PAYMENT TERMS

Exhibit Space: Forty percent (40%) of the total exhibit space rental fee is due by 9/09/09. The balance is due on 2/19/10. Applications received after 9/9/09 must be accompanied by 100% of the fee and must be paid by cashier's check or money order. (100% of fee for ancillary marketing and promotional services is due with contract, unless otherwise indicated.) New Hope Natural Media may, at its discretion, release the booth(s) if the deposit(s) are not made per the attached schedule. Reassignment of the booth space under this provision does not relieve the exhibitor of its obligation under this contract.

CANCELLATION POLICY

Exhibit Space: Once this contract is signed and exhibit space is allocated, you are contracted to exhibit space. An Exhibitor who cancels its booth space reservation must pay a cancellation fee, as seen below, which allows New Hope Natural Media to recover the administration expenses incurred in preparing for the participation of the canceling exhibitor and which it will incur in attempting to resell the booth. Cancellations must be made in writing and are subject to the following provisions:

- 1) Cancellations and booth downsizes received before 2/19/10 are subject to a cancellation fee equal to 40% of the booth price.
- 2) Cancellations and booth downsizes received on or after 2/19/10 are subject to a cancellation fee equal to 100% of the booth space being cancelled.
- 3) Cancellations and booth downsizes will receive one (1) penalty point. If Exhibitor has not set up their booth by 5:00 p.m., 6/10/10 and has not contacted the Show Management Office at the convention center, we reserve the right to reassign that Exhibitor's booth(s).
_____ Initials

Please complete the following general information

1. Are you a first-time exhibitor at Natural MarketPlace and you have never exhibited at a Natural Products Expo?

Yes* No

* If yes, you must complete a first-time exhibitor application.

2. Does your company do international business?

Yes No

3. Please check here if you are an Natural Products Association Member.

Member # _____

4. EXHIBIT SPACE (subject to availability)

Exhibit space rental fee inclusions: The rental fee for exhibit space includes standard booth drapery, a booth identification sign, Exhibitor Service Kit, a listing in the Show Directory (print deadlines apply) and Online Buyers' Guide and Show Directory and 6 badges per 10' x 10' booth. Also included is admission to all Trade Show-hosted events and educational seminars unless otherwise noted.

Assignment of exhibit space: Booth allocations will begin at Natural MarketPlace 2009 (for designated exhibitors). Contracts received by 6/4/09 will be assigned by priority points. Contracts received after 6/4/09 will be assigned on a first come, first served basis according to availability.

Products to be displayed: _____

5. SPONSORSHIP AND EVENT MARKETING CONTRACT

Please use Sponsorship and Event Marketing Contract.

Contact your Account Manager for details at 1.800.784.7426

6. EXHIBITOR CORRESPONDENCE (One company per contract only)

Show Program and Exhibit Guide Information & Individual to receive all Trade Show correspondence.

Company Name _____

Address _____

City _____ State _____ Country _____ Postal Code _____

Telephone _____ Cell Phone* _____

Fax _____

E-mail Address _____

Website _____

Key Contact Name _____ Title _____

Agency Name (if applicable) _____

Please proofread the information in the area above carefully. The Key Contact will have the ability to change the above information online should you choose to print alternate company information in the Show Directory. A password will be supplied with your booth confirmation via e-mail to the e-mail address listed above. Deadlines apply. Contact name and title will not appear in the Show Directory listing.

7. CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Company named above. The undersigned has read the Rules and Regulations on the front and reverse of this form, and accepts the same.

Name: _____ Title: _____

Signature: _____ Date: _____

*By providing my cell number, I am giving Natural MarketPlace permission to contact me via text or phone regarding emergency situations and onsite show updates.

FOR EXHIBITOR USE

Booth # (s) Assigned: _____
= \$ _____

Total Size: _____

FOR INTERNAL USE ONLY - Total Due 5/21/09

Booth # (s) Assigned: _____ = \$ _____

Total Size: _____

Sold By: _____ Agent: _____ Sub-total = \$ _____

CK # _____ Deposit Amt. = \$ _____

Comp ID _____

Date Rec'd _____ Total Amt. Due = \$ _____

	Date	Initials	Date	Initials
AZZ	_____	_____	ACCT	_____
CONF	_____	_____	INFO	_____

ADDITIONAL CONTRACT PROVISIONS FOR NATURAL MARKETPLACE

1. SHOW HOSTS. The word "Show Host" as used herein shall mean the sponsoring organization, association or institute or its officers, agents or employees acting for it, in the management of the Exposition.

2. ELIGIBLE EXHIBITS. The Show Host reserves the right to determine whether any company or product is eligible under the Standards for inclusion in the Exposition. This determination may be made at any time before or after the start of the Exposition.

3. LIMITATION OF LIABILITY. The Exhibitor agrees to make no claim for any reason whatsoever, including negligence, against the Show Host, its members or agents, or employees or the lessors or owners of the Exposition premises for loss, theft, damage or destruction of property; nor for any injury to Exhibitor or its or employees while in the Exposition quarters.

4. DEFACING OF BUILDING. Exhibitors are liable for any damage caused by fastening displays or fixtures to the building floors, walls or to the standard booth equipment, or for damage caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls and floors or to standard booth equipment.

5. DISPLAY DIMENSIONS. With the exception of island, peninsula booths and perimeter wall maximum exhibit height is 8'3". Exhibitors in island or peninsula spaces wishing to go beyond a 12-foot height must submit a display sketch for management approval. Where an unfinished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the Exhibitor. Each Exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display may not extend above the side rail more than four feet from the back wall.

6. SOUND DEVICES. The use of devices for mechanical reproduction of sound or music is permitted (up to 85 decibels), but must be controlled. Sound of any kind must not be projected outside the confines of the exhibit booth.

7. REJECTED EXHIBITS. The Exhibitor acknowledges and agrees that his exhibit shall be admitted and shall be permitted to remain in the Exposition only upon continued strict compliance by the Exhibitor with the terms and conditions of this agreement and the Standards. Notwithstanding such compliance, the Show Host reserves the right to reject or remove Exhibitor's exhibit, in whole or in part, from the Exposition for any reason whatsoever. If Exhibitor's exhibit is rejected or removed without cause given, Show Host shall return to Exhibitor the unearned portion of the rental fee. No portion of the rental fee shall be returned if rejection or removal occurs upon violation of this agreement or the Standards.

8. INSURANCE. The Exhibitor shall at all times during the time Exhibitor has access to the Trade Show grounds maintain the following insurance from an insurance company rated B+ or above by Best:

- Workers' compensation insurance in compliance with the laws of the state where the Trade Show is held, with a liability limit to comply with statutory requirements.
- General commercial liability insurance, including contractual liability and advertising injury coverage, with a minimum liability limit of not less than \$1,000,000 combined single limit. If requested by Show Host, the Exhibitor shall provide a certificate evidencing the foregoing coverage.

9. EXHIBITOR REPRESENTATIVE'S RESPONSIBILITY. Each Exhibitor must name at least one person to be his representative in connection with installation, operation and removal of exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible. Show Host reserves the right to resell the exhibit space if the Exhibitor booth is not set by 6:00 p.m. of the day preceding show floor opening.

10. CHARACTER OF DISPLAY. Distribution of samples and printed matter of any kind, or any promotional material, or staff associated the Exhibitor is restricted to the confines of the exhibit booth. No noise makers or anything not in keeping with the character and high standards of Show Host may be distributed or utilized by an Exhibitor in the exhibit area. Orders only may be taken at the show; no individual sales with exchange of money.

11. LABOR. Exhibitors must comply with union work rules where applicable. Union labor will be made available.

12. EXHIBIT LOGISTICS. An Exhibitor Service Kit containing detailed information will be available online at www.naturalmarketplaceshow.com in ample time for advance planning. The Kit will contain information regarding shipment, labor, electrical service, rental items, exhibit hours, etc. Service order forms for all available services will be

included and should be returned promptly. Exhibitors must abide by the rules outlined in the Exhibitor Service Kit.

13. ATTENDANCE. The Show Host shall have sole control over attendance policies at all times.

14. SUB-LEASING. Exhibitors may not sub-let their space, nor any part thereof.

15. GUARDS. The Sponsor will employ security guards during the course of the Exposition. The duty of the guards will be to protect the general exhibit against fire or other catastrophes. Neither the Show Host nor the owners or lessors of the exhibit premises will assume any responsibility for an Exhibitor's property or personal property of it's employees. It is suggested that the Exhibitor insure his property against loss and theft.

16. FIRE & SAFETY LAWS. Federal, State and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriter rules. Smoking in exhibits is forbidden. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. See additional fire regulations.

17. BOOTH RELOCATION. Show Host reserves the right to relocate Exhibitors in comparable spaces other than those specified on the executed Exhibitor Booth Contract if it is deemed advisable and necessary and in the best interest of the show. In the event of relocation, Exhibitors will be advised in writing and given the option of selecting another location if available.

18. FORCE MAJEURE. Show Host shall not be liable for delay or failure of performance with respect to this Subscription caused by an Act of God, action by any governmental or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, terrorist attacks, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of NHNM ("Force Majeure Events"). In such event, Show Host shall be entitled to retain such portion of the Contract Price as required to compensate Show Host for expenses incurred up to the time of the Force Majeure Event.

19. COMPLIANCE WITH LAWS/STANDARDS. The Exhibitor shall comply with all laws, standards, regulations and ordinances, including but not limited to copyright laws ("applicable laws"). If the Show Host becomes aware of or learns of an Exhibitor's failure to comply with any such applicable law, that failure to comply shall be cause for rejection or removal of Exhibitor and his exhibit from the Exposition.

Copyrights: Show Host requires Exhibitors to obtain music licenses through ASCAP and BMI, along with any other performing rights organizations if necessary, if exhibitors intend to use copyrighted music in their booths. Show Host is not responsible for the music used by exhibitors, and Exhibitor hereby agrees to indemnify, defend and hold harmless Show Host for any and all costs or damages, including attorneys fees, related to any copyright violations that result from Exhibitor's failure to obtain the appropriate license(s).

20. CREDIT. Each Exhibitor or their agent/agency must have no outstanding past due invoices with New Hope Natural Media or Penton Media, Inc. Past due invoices billed to the Exhibitor or their agent/agency must be paid before Exhibitors will be allowed access to the Natural MarketPlace.

21. AMENDMENTS TO RULES.

a.) **AMENDMENT RULES.** Show Host reserves the right to modify the Standards and to adopt additional rules from time to time in its sole discretion. Any such modifications or additional rules shall be effective immediately upon adoption, and the Exhibitor agrees to comply with all such modifications and additional rules.

b.) **Jurisdiction and Governing Law:** This Contract shall be governed under and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. The State and Federal Courts located in New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in conjunction with this Contract. Both parties hereby submit to the jurisdiction of said courts for the purpose of any such suits or proceedings.

22. INDEMNIFICATION: Exhibitor agrees to indemnify, defend, and hold harmless Penton Media, Inc., its officers, employees, and agents from and against any and all third party claims and other liabilities (including reasonable attorney's fees) that are caused by, arise from, or grow out of the negligent acts or omissions of the Exhibitor, its agents, officers, employees, representatives, servants, invitees, patrons, or guests.