

October 18-20, 2009, Charlotte Convention Center

Contact Information (The contact is the person you are designating to receive all correspondence from us regarding your exhibitor registration.)

Name & Title	
Company	
Street Address	
City / ST / ZIP / Country	
Phone / Fax	
E-Mail / Website	

Conference registrants may reserve a room through the **Westin** reservation desk at **(704) 375-2600**. Please make sure to reference the ARBE 2009 to receive the group Rate of \$149.

Booth Space

Payment must be submitted along with this form.

Booth Type:

Booth Type: Inline Corner Island Perimeter

Booth Choices: 1st 2nd 3rd 4th

Payment Information

Booth Dimensions: Total SQ FT: x Price per SQ FT: + 10 % per corner fee = Total Cost

MEMBER RATE

100 sq ft – 200 sq ft: \$18 per sq ft

300 sq ft – 800 sq ft: \$17 per sq ft

900 sq ft and above: \$16 per sq ft

NON MEMBER RATE

100 sq ft – 200 sq ft: \$22 per sq ft

300 sq ft – 800 sq ft: \$21 per sq ft

900 sq ft and above: \$20 per sq ft

Type of Payment: VISA MC AMEX Check

Check #:

Card Number:

Card Expiration :

CVV# (security digits):

City ST ZIP Code

Cardholder:

Cardholder Signature:

Description of Exhibitor's Products

Check all that apply: Equipment Ingredients Packaging Supplies & Services
 Maintenance & Sanitation Transportation & Distribution

Other:

NOTE

Requests will be reviewed upon receipt of contract. Confirmation will follow regarding booth assignment and balance due. Purchase before January 15th, 2009, Pay 50% with submission of application and Balance of 50% due by April 1st, 2009. Booth Space purchased after April 1st, 2009, must be PAID in FULL. To purchase booth space, fill out the Contract enclosed in this packet. In the event the locations you specify are not available, we will contact you directly and find a suitable booth space for you. The applicant agrees to accept or reject the space assigned by notifying the RBA in writing within 10 days after receiving an Invoice/Confirmation. If applicant has not rejected the space within such 10-day period, applicant will be deemed to have accepted the space assigned and to be bound by the terms and conditions of this contract. All refunds after acceptance of this contract are subject to the Reduction and Cancellation clauses in the Rules and Regulations. No company/exhibitor will be permitted to begin installation unless space is paid in full.

RBA SHOW MANAGER CONTACT PERSON

Name	Elizabeth Bear, Meetings Manager
Street Address	8400 Westpark Drive, 2 nd Floor
City / ST / ZIP Code	McLean VA 22102
Phone/ Fax	703-245-8034 / 703-610-0203
E-Mail Address	ebear@amg-inc.com
Website	www.rbanet.com

EXHIBITOR RULES AND REGULATIONS

1. Application: Application for exhibit space must be made on the printed form provided by the Retail Bakers of America (RBA). The exhibitor fully understands that the exhibit space application form shall become a binding contract and is subject to the terms and regulations set forth by the RBA. The RBA reserves the right to reject an application which, in its judgment, is not appropriate for this exhibit.

2a. Cost of Exhibit Space: See above payment schedule for details.

2b. Payments: All checks are to be made payable to American Retail Bakery Exposition [U.S. currency only, drawn on a U.S. bank]. Note: A \$25.00 transaction fee will be due on each Wire Transfer received as payment, if not sent as U.S. currency. Please add this amount to your original payment. No client admission credentials will be distributed to any company who has not paid in full by May 1, 2009; and if any company still has not paid in full by the time of the first date of installation, Friday, October 16, 2009, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashier's Check. No personal checks or credit cards are accepted as payment for exhibit space on-site.

3. Reduction of Exhibit Space: Reductions of size from original contracted area will be allowed up to May 1, 2009 without penalty. After May 1, 2009, clients will be assessed a 50% fee for any exhibit area that is reduced. This fee will be based on the amount of space to be reduced. This space is also subject to new rate charge based on the final total square footage under contract. Based on the original location and booth area, any reduction of space could necessitate a change in location, especially if another client is on the "wait" list for the larger space [requesting the space reduced].

4. CANCELLATION AND REFUND POLICY: Full refund will be made if written notice of cancellation is received at the RBA before April 1, 2009. A 50% refund will be made if written notice of cancellation is received between April 1, 2009 and June 1, 2009. No refunds will be made if cancellation is received on or after June 1, 2009.

- All refunds due will be paid to client no later than 60 days after the close of the Exposition.
- In the event of cancellation, RBA shall have the right to use said space to suit its own convenience, including selling the space to another client, without any rebate or allowance to the cancelled client.
- RBA assumes no responsibility and client waives any claims against RBA for having included the name of the cancelled client or description of their products in the show catalog, brochures, news releases or other materials concerning the show.

5a. Assignment of Space: Space will be assigned on a first-come, first-served basis as contracts are received by RBA. Wherever possible, space assignments will be made on the location preferences requested by the Client. RBA reserves the right to make the final determination of all space assignments in the best interests of the overall Exposition. The Contract will not be valid unless and until signed by an officer or representative of the exhibiting Company and returned to RBA Show Management at the address on noted in the contract.

5b. Right of Refusal: RBA reserves the right to refuse rental of display space to any company whose display of goods, service or machinery is not, in the opinion of RBA, compatible with the general character and objective of the Exposition. RBA also reserves the right to refuse space where in RBA's sole discretion the company's/exhibitor's conduct in previous shows is not up to the standard of RBA.

5c. Floor Plan Layout Changes: Through the floor plans sent out periodically and the plans available through the official RBA Web site, all clients should frequently review their space location and changes to neighboring booths/areas for updates. While RBA will send out updates to the layout, it is the client's responsibility to keep up with changes to their assigned area. If a specific client is impacted by an adjacent major layout configuration, RBA will notify them directly. RBA reserves the right to make changes to the floor plan where it is in its sole discretion deems necessary.

6a. Subletting of Space: The client agrees not to assign, sublet or apportion space or any part thereof contracted for, not to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by client company in the regular course of business. As an example, when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Clients may not permit non-exhibiting company representative to work in their booths except their own dealers and representatives. In order to be listed in the Official Show Directory as described in Rule 6b – "Selecting Space for Others," each exhibiting firm must have an RBA contact for the designated space on the floor plan. 6b. Selecting Space for Others: Clients may select space for other profit centers, divisions, or companies only if they are part of the same company or parent corporation. Each division/subsidiary must complete its own space application and will be considered as a separate exhibit booth.

Procedures for Selection of Space for Others:

- Attach a separate Contract & Application for each company, indicating square footage for each selection. A cover letter must contain some proof of corporate status of affiliated companies.
- After contacts are signed, the profit centers, divisions or companies will be official clients and can be listed in the Official Show Directory.

7. Competitors: RBA will attempt to keep competitors no nearer than 30 feet from the other client, however, there is no guarantee if competitor is assigned long after original client's contract has been filed and reviewed.

8. Default of Occupancy: Any client failing to occupy their exhibit booth [contracted for but not cancelled] by 8:00 AM, Saturday, October 17, 2009, is obligated to pay the full cost of such space. RBA has the right to take possession of said space and lease same.

9. Failure to Hold Expositions: Should any contingency prevent the holding of the 2009 American Retail Bakery Exposition, RBA shall retain only such part of client's rental as required for expenses incurred up to the time such contingency shall have occurred. The client waives all claims for damages. If, for any reason, the 2009 American Retail Bakery Exposition shall be canceled or deferred, the client waives all claims for damages or recovery of payments made.

10. Exhibit Hours: Clients are required to keep at least one attendant in their booth during all show hours, subject to removal of their exhibit from the show at the company's expense.

TENTATIVE SHOW HOURS: [Subject to change] Listed above in application.

Exhibiting Companies are not permitted to hold or sponsor outside functions (parties, cocktail hours, breakfasts, dinners, receptions, etc.) which will end later than 10:15 AM or begin before 5:45 PM on show days. Doing so will be a violation of this Contract and subject said Exhibiting Company to having its booth space closed or removed for the remainder of the show.

11a. Liability, Insurance, etc.: Clients shall assume, and shall indemnify, hold harmless and defend RBA and their respective members, officers, directors, employees, contractors and agents [collectively "RBA Parties"] from and against, any and all claims, damages liabilities, costs [including reasonable attorneys' fees] and expenses [collectively, "Claims"] arising out of or in any way relating to client's acts or omissions while a participant of the 2009 American Retail Bakery Exposition, including but not limited to any Claims arising out of or in any way related to any bodily injury or property damage caused by client's acts or omissions. Additionally, clients hereby waive, and release RBA Parties from, any claim against RBA Parties for damages or liabilities of any kind, type or nature [including but not limited to any damage to property or business or injury to persons] arising out of or in any way relating to the 2009 American Retail Bakery Exposition, except to the extent caused by an RBA Party's gross negligence or willful misconduct. In no event shall client be entitled to claim, and client hereby waives the right to claim, any special, consequential, and indirect or punitive damages arising out of or relating to this Application and Contract or the 2009 American Retail Bakery Exposition.

11b. Personal Property: Client acknowledges that any/all property of client, including any personal properties of individuals, are the sole responsibility of such client/participant and the RBA will not assume any liability for such properties in the event of fire, theft, mysterious disappearance or any loss of physical damage or any indirect damage as a result thereof. Participation attendance of the Expo will acknowledge the acceptance of all terms and conditions stated herein.

11c. Additional Insurance Requirements: Minimum coverage and liability clauses will be contained in the complete Rules and Regulations document which will be a part of the RBA Client Services Manual, which Rules and Regulations are incorporated herein and are a part of this Application and Contract.

12. General Requirements: All matters and questions covered in the "Rules & Regulations" may be amended at any time by the RBA; such amendments or additions shall be equally binding on all parties affected by this original "Rules & Regulations."

13. Competitive companies which you do not wish to be near: _____

- *ABE cannot guarantee request due to the order in which applications are received*

Agreement and Signature

I, the duly authorized representative of the undersigned company, on behalf of the said company, subscribe and agree to all terms, conditions, authorization and covenants obtained in this Contract & Application for booth space, and the enclosed Rules & Regulations which are a part hereof, governing RBA. By filling out and submitting this form you agree to the fact that you have reviewed and will abide by the RBA Exhibit Rules and Regulations.

Name (printed)	
Signature	
Date	