

1. Type or print clearly
2. Fill in all sections of this application
3. Make checks payable to: *Food Marketing Institute*
4. Print and sign this application
5. Make a copy of this application for your records

**1. DIRECTORY CONTACT INFORMATION:** This information will be used for your directory listing. Please make sure all information is up-to-date.

Company Name

Street Address

City  State/Country  Zip Code  Telephone

Fax  Web Site  Company E-mail

**2. EXHIBIT CONTACT INFORMATION:** Provide the contact information for the main point of contact.

Name  Title

E-mail  Phone/Ext.  Cell

**3. EXECUTIVE CONTACT INFORMATION:** Provide the name of your sales/marketing executive to establish a complete profile of your company. Please complete only the information that differs from the primary contact.

Company Name  Executive Contact Name

Title  Contact E-mail

Address  City  State  Zip Code

Country  Telephone  Fax

**4. SPACE REQUIREMENTS:** Minimum booth size: 10' x 10' = 100 sq. ft. Exhibitors in 10' x 10' booths may not share space under any circumstance.

Our desired exhibit size:  ft. (depth) x  ft. (frontage) = a total of  sq. ft.

Booth Preference: 1.  2.  3.  4.

Location Preference:  Main Exhibit Floor  Technology Pavilion

Acknowledgement of Columns in Booth Selected:

Signature:  Date:

**5. ASSIGNMENT INFORMATION:** To assist in the assignment of exhibit space, list those companies who have product lines competitive with yours:

1.  3.

2.  4.

**6. DIRECTORY LISTINGS:** In addition to your alphabetical listing in the official "Show Guide," your company will also be listed by Product Category.

Please enter up to six (6) category numbers that describe your products from the Product Category List:

**Category Number:** 1.  2.  3.  4.  5.  6.

**Company Profile:**  Currently Exporting  New to Exporting

**Regions in which you are most interested in marketing your products:**  Western Europe  South America  Eastern Europe/  
 Commonwealth of Independent States  Central America  Australia/New Zealand  Pacific Rim  Southeast Asia/India  
 Middle East/Africa  North America (includes Canada, Mexico & Caribbean)  North East Asia/China  USA  Worldwide

**International business in which your company is interested:**  Direct Sale  Joint Ventures  Licensing Agreements

Foreign Agents/Dist. Please list any languages other than English that will be spoken in your exhibit:

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**7. ACCEPTANCE AS BINDING CONTRACT FOR EXHIBITOR:** Please read Exhibit Rules & Regulations regarding payment for space.

<b>Cost per square foot:</b>	<b>Until Sept. 30, 2011</b>	<b>After Sept. 30, 2011</b>
(A) LEVEL 1 – Over 1,201 Total Sq. Ft.	\$27.00/sq. ft.	\$28.00 per sq. ft.
(B) LEVEL 2 – 801 - 1,200 Total Sq. Ft.	\$28.50/sq. ft.	\$29.00 per sq. ft.
(C) LEVEL 3 – 601 - 800 Total Sq. Ft.	\$30.50/sq. ft.	\$31.50 per sq. ft.
(D) LEVEL 4 – 100 - 600 Total Sq. Ft.	\$33.00/sq. ft.	\$34.00 per sq. ft.

Cost Calculation: \$  per sq. ft. x  = \$

**Associate Members receive a 5% discount.**

Are you an Associate Member?  Yes

Total: \$

**A 50% deposit must accompany Application.** Full payment is required by September 30, 2011. Payment for exhibit space must be enclosed in U.S. funds payable to Food Marketing Institute.

SEND CONTRACT WITH PAYMENT TO:

**FMI Event Management, 10474 Armstrong Street, Fairfax, VA 22030, Federal Tax ID: 36-2900465. Or email to FMI@naylor.com**

We agree to abide by all of the Rules & Regulations governing the Event as stated on this application.

Name (please print)  Signature:  Date:

**8. PAYMENT INFORMATION:**

Check Mailed by

Wire Transfer\*

*\*For Wire Transfer instructions, please contact FMI Event Management (additional bank fees apply)*

By clicking Submit, your Application will be sent to FMI Show Management. Please save a copy for your records.

**FOR SHOW MANAGEMENT USE ONLY:**

DATE RECEIVED <input type="text"/>	BOOTH ASSIGNED <input type="text"/>
MIS NUMBER <input type="text"/>	DEPTH <input type="text"/> X FRONTAGE <input type="text"/>
ORDER NUMBER <input type="text"/>	TOTAL SQ. FT. <input type="text"/>
CHECK # <input type="text"/>	BY <input type="text"/>
DEPOSIT RECEIVED \$ <input type="text"/>	

The 2012 FMI Event is sponsored by Food Marketing Institute, and managed by NaylorCMG, hereafter referred to as "FMI".

1. Applications submitted prior to September 30, 2011 must be accompanied by a deposit of fifty percent (50%) of the total space rental charge, with the total balance due by September 30, 2011. Applications submitted after September 30, 2011 must be accompanied by full payment of the space rental charge. The minimum booth size is 100 square feet.
2. Exhibit space that has not been paid in full by close of business September 30, 2011 can be reassigned or cancelled without refund of deposit at the discretion of show management. No exhibitor will be permitted to set up unless payment in full has been satisfied.
3. Cancellation Policy: Once your application has been received and the exhibit space has been allocated, your company is contracted to the exhibit space. An exhibitor/participant who cancels its exhibit space reservation must pay a cancellation fee, as outlined below, which allows FMI to recover the administrative 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:
  - Cancellations in whole or in part received before September 30, 2011 are subject to a cancellation fee equal to 30% of the original booth price total.
  - There will be no refund of exhibit space payment for cancellations in whole or in part on or after September 30, 2011 even if the cancelled space is subsequently resold.
  - Complimentary registration passes will be invalid when a cancellation in whole or in part is processed.
4. If an exhibitor fails to abide by the regulations of the convention as set forth, the contract between FMI and the exhibitor will be terminated. The exposition regulations constitute a portion of the contract between FMI and the exhibitor. Therefore, any failure on the part of the exhibitor to comply with the regulations represents a default on, and termination of the contract. Should the contract be terminated in this manner, the exhibitor shall forfeit the amount paid for space rental, regardless of whether or not FMI enters into a further lease of the space involved.
5. FMI reserves the right to refuse rental of exhibit space to any company whose display of goods or services, in the opinion of FMI, is not likely to be compatible with the general character and objectives of the exhibition. The display and distribution of sexually oriented material and drug paraphernalia is considered by FMI to be incompatible with the general character and objectives of the exposition. Generally, dealers, distributors, wholesalers, and brokers are not eligible to buy exhibit space.
6. No exhibitor shall assign, sublet, or share the space allotted with another business or firm (parent or subsidiary companies excepted) unless approval has been obtained in writing from FMI. 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, imprint, or trademark under which same is sold in the general course of business. Each exhibitor is allowed one show guide listing per minimum booth size.
7. Whenever possible, space assignments will be made by FMI in keeping with the preferences specified by the exhibitor. FMI, however, reserves the right to make the final determination of all space assignments. It may be necessary for FMI to adjust the amount of exhibit space inventory to reflect the space process. These adjustments will be made in the best interest of the event for all participants. FMI reserves the right to relocate exhibitors in comparable spaces other than those specified on the executed Exhibit Space Contract. In the event of relocation, exhibitors will be advised in writing and given the option of selecting another location from available inventory.
8. In fairness to all exhibitors, the exposition's construction guidelines, included in the Exhibitor Service Manual, must be strictly observed. These guidelines have been adopted to ensure that each exhibitor can effectively use the assigned space without infringing on the rights of neighboring exhibits. Generally, no exhibits that interfere with the use of other exhibits or impede access to them or impede the free use of the aisle will be permitted. In addition, exhibit personnel, including demonstrators, receptionists, and models, are required to confine their activities within the exhibitor's booth

space. Representatives should be modestly attired to maintain the professional and business-like climate of the exposition. Sound presentations, slides, or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. FMI reserves the right to restrict the use of glaring lights or objectionable lighting effects.

9. Every exhibit must be fully staffed, operational, and furnished to include carpet during the entire exhibition and no equipment may be removed during the exposition without written permission from FMI.
10. Should the exposition be cancelled, postponed, curtailed, removed to an alternative premises, or abandoned due to an act of God, war, terrorism, government regulation, disaster, fire, strike, civil disorder, curtailment of transportation, or other similar cause beyond the control of FMI, making it illegal, inadvisable, or impossible to hold the convention, the limit of claim for damage and/or compensation by the exhibitor shall be limited to the exhibitor's proportionate amount recovered by FMI under its Convention Cancellation Insurance policy. The exhibitor's recovery cannot exceed the amount paid in space rental.
11. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Fire regulations require that all display materials be flame-proofed. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. Demonstrations of charcoal, wood, paper, or liquid fuel burning equipment are prohibited at this exposition. Additionally, exhibitors shall be solely responsible for assuring that their exhibit space is in full compliance with the Americans With Disabilities Act and with the regulations implementing that Act.
12. Nothing can be posted, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceilings, furniture, or other properties of Dallas Convention Center. Cost for repairing any damages to the convention center brought about through these actions will be billed to the responsible exhibitor.
13. FMI will not be responsible for any injury, loss, or damage that may occur to the exhibitor's employees or property from any cause whatsoever, or which may be sustained by any person who may be on the premises leased to the exhibitor or watching, observing, or participating in any demonstration or exhibit of the exhibitor, unless such injury, loss, or damage is caused by the gross negligence or willful misconduct of FMI. Exhibitor and exhibitor's contractors and its insurers will not subrogate against FMI for theft of, loss of, or damage to exhibitor's or exhibitor's contractors' property while in transit to, within, and in transit from the confines of the hall. If an exhibitor uses a non-official contractor, the exhibitor must agree to defend, indemnify, and hold FMI, its officers, agents, and employees harmless against any and all claims, lawsuits, judgments, costs, and expenses for injury (including death), property damage, or other harm for which recovery of damages is sought that may arise out of or be occasioned by contractor's performance of the contract, breach of any of the terms or provisions of the contract, or by any other act or omission of contractor, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of FMI, its officers, agents, or employees.
14. Exhibitor and exhibitor's contractors shall, at their sole cost and expense, procure and maintain through the term of this contract, the following insurance:
  - a. Commercial General Liability insurance against claims for bodily injury or death, property damage, and personal and advertising injury occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and products liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence, with the Institute and its employees added as additional insureds.
  - b. Worker's Compensation insurance as required by statutory law and Employers Liability with limits not less than:
  - c. Bodily injury by accident ... \$1,000,000 each accident
  - d. Bodily injury by disease ... \$1,000,000 each employee
  - e. Bodily injury by disease ... \$1,000,000 policy limit
 Coverage for both the Commercial General Liability

and Worker's Compensation insurance must be placed through an acceptable and licensed carrier in the state in which the convention is being held with a Best Rating of not less than A-,VII. Exhibitor shall obtain and shall furnish upon request of FMI a certificate of insurance evidencing the required insurance to FMI. If the exhibitor uses a non-official contractor, it must furnish to FMI a completed application for use of a non-official contractor/display house and evidence of insurance as described in the application for the use of non-official contractor/display house. Upon request, evidence of all risks (subject to standard exclusions), property coverage subject to a replacement cost valuation provision, and a deductible not exceeding \$5,000 must be forwarded. All property of the exhibitor and exhibitor's contractors is understood to remain under its custody and control in transit to, within, and in transit from the confines of the hall.

15. FMI reserves the right to make such changes, amendments and/or additions to these regulations as considered advisable for the proper conduct of the exposition, with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by FMI.
16. The exhibitor agrees to assume full responsibility for complying with the federal copyright laws and any regulations issued there under, and the laws of unfair competition, including but not limited to payment of royalties which are due for the copyrighted works during the exhibitor's events.
17. Union Labor: Exhibitors are required to observe all contracts in effect between service contractors, Dallas Convention Center, and labor organizations.
18. Retail selling on the exhibit floor is strictly prohibited.
19. Dismantling: Exhibitor's displays must not be dismantled or packed in preparation for removal prior to the official closing time of 2:00pm on Thursday, May 3, 2012. Every exhibit must be fully staffed and operational during the entire Show.
 

The deadline for dismantling of displays will be at 4:00pm on Saturday, May 5, 2012. At this time, all exhibit displays or materials left in the booths without instructions will be packed and shipped at the discretion of FMI, and all charges will be applied to the exhibitor.
20. 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 FMI 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 be prepared to present FMI Event Management with a copy of such license or grant no less than (30) days prior to the start of the Show.
21. FMI reserves the right of final approval on all exhibit configurations.
22. FMI will not permit any exhibitor's freight, contractors or personnel on the show floor if exhibitor is not in compliance with the rules and regulations stated above.
23. Exhibitors are responsible for complying with the service guidelines located in the FMI Show exhibitor Service Manual.
24. No exhibitor will be allowed to set up without full payment. Failure to meet payment and application deadlines will result in exhibitor being omitted from the FMI Show Buyers Guide.
25. Exhibitors who have failed to complete booth installation by 4:00pm, Monday, April 30, 2012, in accordance with the installation schedule may be charged labor fees for "forced setup" sanctioned by FMI.
26. Exhibitor agrees not to schedule any business meetings, business related entertainment, or other events that conflict with the FMI Show agenda. Any such meetings must be during times other than the hours of scheduled convention events and must be approved by show management.
27. Use of photographic and video recording equipment on the exhibit floor is prohibited at all times unless expressly authorized and approved by FMI.
28. Amendment of Rules: FMI 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 FMI.