

DairyXchangeSM

PRESENTED BY HOARD'S DAIRYMAN | POWERED BY VERTICALXCHANGE

DairyXchange Participation Agreement

This Agreement is made as of the date listed below between DairyXchange, LLC d/b/a DairyXchange ("DX") and

_____ (Name), _____ (Title), for

_____ (Company ("Participant")).

DairyXchange, LLC organizes DairyXchange events, which are facilitated three-day forums that align executive decision makers having significant buying power with principal marketing and sales executives, for the purpose of concise, one-to-one meetings. Participant has agreed to participate in a DairyXchange event in the dairy industry, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for DairyXchange, LLC's organization of a DairyXchange event described in paragraph 3 for the dairy industry, DairyXchange (the "DX Event") Participant will attend the DX Event. Such attendance shall include full time participation in all meetings and activities sponsored by DX in connection with the DX Event by a decision maker of Participant who has final decision-making authority for Participant (the "Decision Maker"). All of these persons must be involved in the purchasing process for Participant. In consideration for Participant's attendance, DX shall organize the DX Event, secure the attendance of key suppliers from Participant's industry, and facilitate one-on-one appointments between the Participant and such suppliers.
2. DX shall make reservations, and pay all transportation expenses for Participant, including coach airfare, hotel accommodations, and ground transportation to the location of the DX Event. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant's sole expense.) DX will also provide meals to such persons. DX shall not, however, be responsible for personal expenses of any persons attending the DX Event, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverages the attendee elects to purchase outside of those provided by DX. The Participant may bring additional staff and/or guests to the DX Event at Participant's expense.
3. The DX Event shall be held at Arizona Grand Resort, Phoenix, AZ, February 27 – March 2, 2011.
4. Participant acknowledges that in reliance upon Participant's agreement to send the persons specified in paragraph 1 to the DX Event, DX will incur significant expense, and go to significant effort to organize the DX Event. Participant acknowledges that if it fails to send such persons to the DX Event, or they fail to attend scheduled meetings and events, DX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by suppliers for attendance at such meeting. If participant cancels their participation on or before October 27, 2010 they will be liable for a charge of \$1,500.00 (one thousand five hundred dollars). If they cancel after October 27, 2010, they will be liable for a charge of \$2,500.00 (two thousand five hundred dollars). Participant may suggest a suitable replacement however the acceptance of suggested replacement is at the sole discretion of DX.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant's participation in the DX Event, that the parties are unable to resolve on their own, shall be exclusively venued in the state and federal courts of Minnesota, located in Hennepin County, Minnesota, and each of the parties agrees to submit to the exclusive jurisdiction of such courts with respect to such disputes.

Participant: _____
(Company Name)

DairyXchange, LLC, d/b/a DairyXchange

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DairyXchangeSM

PRESENTED BY HOARD'S DAIRYMAN | POWERED BY VERTICALXCHANGE

February 27 – March 2, 2011
Arizona Grand Resort
Phoenix, Arizona

Registration

DairyXchange (DX)

14551 County Road 11, Suite 145
Burnsville, MN 55337

OR FAX TO: 952-736-9362

ATTENDEE INFORMATION

Legal Name: _____
(For airline ticket)

Badge Name: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Cell Phone: _____
(For onsite use only. Will not be distributed)

Fax: _____

E-mail: _____

Dietary Restrictions: _____

AIRLINE TICKETING INFORMATION

Preferred Airline: _____

Frequent Flyer #: _____

Departure City or Airport: _____

TSA Required Information:

Legal Name: _____
(As it appears on Driver's License or Passport)

Date of Birth: _____

Event Fees

Lead Attendee Registration*

* Registration fee for the DX event covers one (1) round trip coach airline ticket to Phoenix, Arizona from a CONUSA airport, ground transportation to the event and airport, hotel room and meal package. DX shall not, however, be responsible for personal expenses of any persons attending the event, including but not limited to telephone and fax charges, personal incidentals, sightseeing and food and beverages the attendee elects to purchase outside of those provided as part of DX. Any costs incurred to change airline tickets once they have been booked will be the responsibility of the ticket holder. The Participant may bring additional staff and/or guests to the DX Event at Participant's expense.

Additional information:

Phone: 952-277-0000

Fax: 952-736-9362

Make Checks Payable to
DairyXchange

14551 County Road 11
Suite 145
Burnsville MN 55337