



GreenhouseXchange Participation Agreement

This Agreement is made as of the date listed below between MMW/VX, LLC d/b/a GreenhouseXchange (“GHX”) and _____ (Name), _____ (Title), for _____ (Company (“Participant”)).

MMW/VX, LLC organizes GreenhouseXchange 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 GreenhouseXchange event in the greenhouse industry, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for MMW/VX, LLC’s organization of a GreenhouseXchange event described in paragraph 3 for the greenhouse industry, GreenhouseXchange (the “GHX Event”) Participant will attend the GHX Event. Such attendance shall include full time participation in all meetings and activities sponsored by GHX in connection with the GHX 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, GHX shall organize the GHX Event, secure the attendance of key vendors from Participant’s industry, and facilitate one-on-one appointments between the Participant and such vendors.
2. GHX shall make reservations, and pay all transportation expenses for Participant, including coach airfare, hotel accommodations, and ground transportation to the location of the GHX Event. (Once your airfare has been booked, any changes to your travel arrangements will be at the Participant’s sole expense.) GHX will also provide meals to such persons. GHX shall not, however, be responsible for personal expenses of any persons attending the GHX 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 GHX. The Participant may bring additional staff and/or guests to the GHX Event at Participant’s expense.
3. The GHX Event shall be held at the following location on the dates indicated: Dates: October 5 - 8, 2008, at Carefree Resort & Villas, Carefree, Arizona.
4. Participant acknowledges that in reliance upon Participant’s agreement to send the persons specified in paragraph 1 to the GHX Event, GHX will incur significant expense, and go to significant effort to organize the GHX Event. Participant acknowledges that if it fails to send such persons to the GHX Event, or they fail to attend scheduled meetings and events, GHX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by vendors for attendance at such meeting. If participant cancels their participation on or before June 30, 2008 they will be liable for a charge of \$1,000.00 (one thousand dollars). If they cancel after July 1, 2008, 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 GHX.
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 GHX 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)

MMW/VX, LLC, d/b/a GreenhouseXchange

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____