



HVAC- MECHANICAL Xchangesm

Presented by The NEWS + Plumbing & Mechanical

Participation Agreement

This Agreement is made as of the date listed below between BNPVX, LLC d/b/a HVAC-MechanicalXchange (HVACX) and _____ (Name), _____ (Title), for _____ (Company (“Participant”)).

BNPVX, LLC organizes HVAC-MechanicalXchange™ 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 an HVACXchange event in its industry, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for BNPVX, LLC’s organization of an HVAC-MechanicalXchange event described in paragraph 3 for the Mechanical contractors industry (the “HVACX Event”), Participant will attend the HVACX Event. Such attendance shall include fulltime participation in all meetings and activities sponsored by HVACX in connection with the HVACX Event by a decision maker of Participant who has final decision-making authority for Participant (the “Decision Maker”). We are also encouraging participant to bring additional executives at participant’s expense. All of these persons must be involved in the purchasing process for Participant. In consideration for Participant’s attendance, HVACX shall organize the HVACX Event, secure the attendance of key vendors from Participant’s industry, and facilitate one-on-one appointments between the Participant and such vendors.
2. HVACX shall make reservations, and pay all transportation expenses for Participant to attend the HVACX Event, including coach airfare, hotel accommodations, and ground transportation to the location of the HVACX Event. HVACX will also provide meals to such person. HVACX shall not, however, be responsible for personal expenses of any persons attending the HVACX 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 HVACX. The Participant may bring additional staff and/or guests to the HVACX Event at Participant’s expense.
3. The HVACX Event shall be held at the following location on the dates indicated: Dates: September 21-24, 2008, at The Lodges at Deer Valley, Park City, Utah.
4. Participant acknowledges that in reliance upon Participant’s agreement to send the persons specified in paragraph 1 to the HVACX Event, HVACX will incur significant expense, and go to significant effort to organize the HVACX Event. Participant acknowledges that if it fails to send such persons to the HVACX Event, or they fail to attend scheduled meetings and events, HVACX 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 7, 2008 they will be liable for a charge of \$1,000.00 (One thousand dollars). If they cancel on June 8, 2008 or after, 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 HVACX
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 HVACX 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)

BNPVX, LLC, d/b/a HVAC-MechanicalXchange

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____