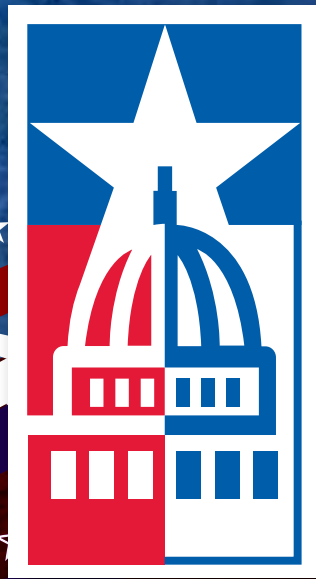


The Texas State Society of Washington, DC

Presents

**The 2009 Black Tie & Boots Inaugural Ball
and Texas Fair**



January 18 - 19, 2009

Gaylord National Resort and Convention Center

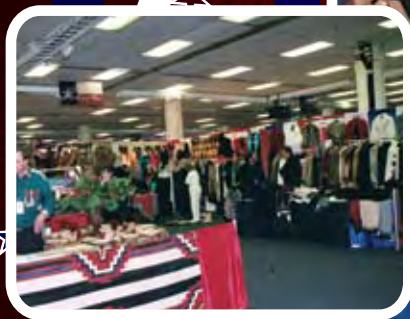
**Over
15,000
attendees**

**80% of
exhibitors
made new
contacts**

**85% sold
product
during the
Marketplace**

Every 4 years, the Texas State Society - in true Texas fashion - hosts one of the biggest and best events centered around the Inaugural - Black Tie and Boots. Over 20 musical acts, great food and the finest in Texas-style fashion makes this an event that Washington looks forward to!

One of the highlights of the event is the Texas State Society's Texas Fair – our effort to bring a taste of Texas to an exhibit floor in Washington. From cowboy boots to pie-in-a-jar, and from UT's Bevo to NASA's Mars Rover, past Texas Fairs have shown some of the best of Texas. In 2009, we're taking over the new Gaylord National Resort and Convention Center, and we now have even more room to bring the best of Texas to our friends on the east coast.



- Discounts are available for purchases of multiple booths. Please contact Alexandra Libby at 202-237-0090 ext. 43 or at alexandra@websterconsulting.com for additional information.
- Please review the back page of the Application for Sponsorship and Exhibit Space carefully for load-in/load-out times, hours of operation and restrictions.

Sponsorship Opportunities Available

Lone Star Partner - \$50,000

- Premium placement in Exhibit Hall
- (3) 10' x 10' Exhibit Spaces with (1) 6' table, 2 chairs and identification sign
- Sponsorship of Entertainment Stage or Interactive Area in Exhibit Hall with signage recognition*
- Logo on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- Priority recognition for company name and/or logo in event invitations
- Priority recognition for company name and/or logo in event program journal
- Priority recognition on signage at Inaugural Ball
- Recognition at all TSS events
- Listing in TSS newsletters
- Access to special Lone Star Partner VIP areas at Inaugural Ball
- 2 Sponsor Dinner tables of 10
- 50 tickets to Inaugural Ball
- 16 Exhibit only badges

Silver Spur Partner - \$25,000

- Premium placement in Exhibit Hall
- (2) 10' x 10' Exhibit Spaces with (1) 6' table, 2 chairs and identification sign
- Sponsorship of Interactive Area in Exhibit Hall with signage recognition*
- Logo on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- Special recognition for company name and/or logo in event invitations
- Special recognition for company name and/or logo in event program journal
- Special recognition on signage at Inaugural Ball
- Recognition at all TSS events
- Listing in TSS newsletters
- 1 Sponsor Dinner table of 10
- 25 tickets to Inaugural Ball
- 16 Exhibit only badges

Cowboy Partner - \$15,000

- Premium placement in Exhibit Hall
- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- Sponsorship of Roaming Entertainment with recognition on signage*
- Logo on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- Recognition for company name and/or logo in event invitations
- Recognition for company name and/or logo in event program journal
- Recognition on signage at Inaugural Ball
- Recognition at all TSS events
- Listing in TSS newsletters
- 2 tickets to Sponsor Dinner
- 15 tickets to Inaugural Ball
- 8 Exhibit only badges

Mustang Exhibitor - \$10,000

- Premium placement in Exhibit Hall
- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- Sponsorship of Roaming Entertainment with recognition on signage
- Logo on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- 2 tickets to Sponsor Dinner
- 2 tickets to Inaugural Ball
- 6 Exhibit only badges

Bluebonnet Exhibitor - \$5,000

- Preferred placement in Exhibit Hall
- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- Logo on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- 2 tickets to Sponsor Dinner
- 2 tickets to Inaugural Ball
- 4 Exhibit only badges

Bronco Exhibitor - \$2,500

- Preferred placement in Exhibit Hall
- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- Listing on Exhibit Hall signage
- Advertisement of company name and/or logo on TSS website through 2012
- 2 tickets to Inaugural Ball
- 2 Exhibit only badges

Exhibitor Plus - \$1,000

- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- Listing on Exhibit Hall signage
- 2 Exhibit only badges

Exhibitor - \$500

- 10' x 10' Exhibit Space with (1) 6' table, 2 chairs and identification sign
- 2 Exhibit only badges

Exhibitor Only Badge

- \$50.00 each

* Not exclusive



Past Exhibitors Include

Alamo Flags
Alfaro Designs
Ancient Images Trading Company
Ann Hand Collection
Austin Grill
BP America
Cap Rock
Capital Q BBQ
Cin Chili & Company
Crazy Ranch Designs
Dan Dunn
Dubya Duds
Elizabeth Muir Designs
Fall Creek Winery
Fort Worth Zoo
Gulf States Toyota
Haak Vineyards & Winery
Hard Times Café
Heather's Closet
Heritage Pie Company
Historical Chocolate Company
International Ideas
J. Ellen Designs
Jean Therapy
John Deere/Gardiner Outdoor Product
Lilly's Pad
Llano Estacado Winery
Lockheed Martin
Messina Hof Wine Cellars
Nancy Andrews
Nash Designs
Pat Dahnke
Pheasant Ridge
Pinto Ranch Fine Western Wear
President C-Box Purses
Pure West
Queen Bee Design
Raytheon Company
Rewards
Pat Dahnke
Pheasant Ridge
Pinto Ranch Fine Western Wear
President C-Box Purses
Pure West
Queen Bee Design
Raytheon Company
Rewards
Sherry Steele Unlimited
Signature Cigars
Stephen's
Stewart & Stevenson Tactical Vehicles
Susie's S. Forty Confections
Texacan Beef & Pork Company
Texas A&M/GHWP Library
Texas Music Magazine
Texas Music Project
Texas Star Classics
Texas-Stuff
Thunderhill Studios
Tortilla Coast
Trinity Rods
True West/Polo Ralph Lauren
University of Texas/BEVO
UT MD Anderson Cancer Center

For More Information

Contact our Texas Fair Headquarters:

The Texas State Society of Washington, DC
The 2009 Black Tie & Boots Inaugural Ball
and Texas Fair
c/o The Webster Group
5185 MacArthur Blvd, NW
Suite 115
Washington, DC 20016
Please contact Alexandra Libby at 202-237-0090 ext. 43
or at alexandra@websterconsulting.com for questions

2009 Black Tie & Boots Inaugural Ball and Texas Fair

PAYMENT

Payment in full must accompany this application for sponsorship and exhibit space. Booth spaces are 10' x 10'.

RATES

Lone Star Partner - \$50,000
Silver Spur Partner - \$25,000
Cowboy Partner - \$15,000
Mustang Exhibitor - \$10,000
Bluebonnet Exhibitor - \$5,000
Bronco Exhibitor - \$2,500
Exhibitor Plus - \$1,000
Exhibitor - \$500

MAILING OF CONTRACT

Send payment made out to "The Texas State Society of Washington, DC" with this application to:

The 2009 Black Tie & Boots Inaugural Ball and Texas Fair
c/o The Webster Group
5185 MacArthur Blvd, NW
Suite 115
Washington, DC 20016

Phone: 202-237-0090
Fax: 202-237-0036

Make a copy for your records and mail or fax signed contract.

For more information, contact Alexandra Libby at:

202-237-0090 ext. 43 or
alexandra@websterconsulting.com

For Texas State Society of Washington, DC use only:

Date received _____
Booth(s) assigned _____
Payment received _____
Check #/date _____

Contract for Sponsorship and Exhibit Space

1. Exhibitor's application for exhibit space at the 2009 Texas Fair and as evidenced by its authorized signature below, agrees to abide by all terms and conditions (see back page). This application constitutes a contract when countersigned by The Texas State Society of Washington, DC.

Submitted by (Name & Title) _____
Firm Name _____
Address _____
City/State/Zip _____
Telephone _____ Fax _____
Email _____

Information for Program Only (all or a portion of this information may appear in the event program and/or handouts):

Exhibiting Firm Name _____
Address _____
City/State/Zip _____
Contact Name _____
Telephone _____
Fax _____
Email _____
Website _____

2. We would like to reserve:

_____ Lone Star Partner @ \$50,000 _____ Bluebonnet Exhibitor @ \$5,000
_____ Silver Spur Partner @ \$25,000 _____ Bronco Exhibitor @ \$2,500
_____ Cowboy Partner @ \$15,000 _____ Exhibitor Plus @ \$1,000
_____ Mustang Exhibitor @ \$10,000 _____ Exhibitor @ \$500

All checks should be made payable to "The Texas State Society of Washington, DC"

Pay by credit card: Card Type: VISA † MasterCard † American Express †

Name (as it appears on the card) _____

Card Number _____ Expiration Date _____

Authorized Signature _____

3. A confirmation of this application will be returned to you after assignment of exhibit space and receipt of all exhibit fees. Contract must be signed by firm representative and check or credit card received by the Texas State Society of Washington, DC for payment in full or space cannot be reserved.

Signature _____ Date _____

Title _____

Complete and mail original. Please make a copy for your records.

Booth location will depend on sponsorship level and will be awarded on a first-come, first-served basis. Please note we will contact you for your logo for promotional use.

Exhibit and Sponsor Contract: Terms and Conditions

A. SPACE RENTAL

Contract for Space: Applicant for Exhibit space and sponsorship (herein known as "Exhibitor") releases The Texas State Society of Washington, DC (herein known as "Sponsor"), Gaylord National Hotel (herein known as "Exhibit Site") and The Webster Group (herein known as "Show Manager") from any and all liabilities to applicant, its agents, licensees or employees that may arise as a result of submission of an application or participation in the 2009 Texas Fair (herein known as "Show").

Sponsor determines the eligibility of any company or product for exhibit. Acceptance of an application does not imply endorsement by Sponsor of the applicant's products or services, nor does rejection imply lack of merit of same. Exhibitor is responsible for the actions of employees, agents or other persons working within Exhibitor's booth. Signature of application binds Exhibitor to all terms and conditions mentioned herein, as well as additional terms and conditions provided in the Exhibitor Service Kit.

Insurance Requirements: Exhibitor must be insured for \$1 million in bodily injury and property damage liability.

Unused Space: No refund may be made for space that is unused at any time during the exhibition. If space is unused at the opening of the Exhibition, Sponsor or Show Management may rent or use it without obligation of refund.

B. CANCELLATION OF EXHIBIT CONTRACT

Cancellation Policy: All cancellations must be submitted in writing. A written cancellation received on or before 90 calendar days prior to the show will be refunded in full. No refunds will be made after that date.

C. CONSTRUCTION, INSTALLATION AND USE OF EXHIBITS

Arrangement of Exhibits: The space provided will be shown on the floor plan insofar as possible, but Sponsor and/or Show Manager reserves the right to make changes at any time in location, size and display limits of any booth if this is in the best interest of the show or in excess of the Exhibit Site load limits (contact Show Manager for additional information).

Use and Purpose of Exhibit Space: No Exhibitor may sublet, assign or apportion any part of the assigned space, or represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Show Manager. The purposes of the exhibit are to inform and educate attendees regarding services and products of Exhibitor.

Restrictions: In its Exhibit area, Sponsor endeavors to arrange for a representative group of displays that will provide cross-sectional appeal to the varied interests of all segments of its membership. Accordingly, it is understood and agreed that Sponsor or Show Manager reserve the right to make such selection from the applications received that will, in its judgment, most effectively contribute to the achievement of the foregoing objective. Sponsor and/or Show Manager reserve the right to restrict Exhibits that, because of noise, method of operation or any other reason, become objectionable or detract from the character of the convention as a whole. Neither Sponsor nor Show Manager is liable for refunds, rentals or any expenses incurred in removal of such displays. All activities within the booth area must be conducted so as not to infringe on the rights of other Exhibitors or be disruptive in any way. The Exhibitor agrees not to sponsor group functions that conflict with any official event program, except as approved by the Sponsor. Distribution of souvenirs and samples (excepted alcoholic beverages) is permitted from the assigned booth space only provided there is no interference with other exhibits. Sponsor and/or Show Manager may withdraw permission if they find the material objectionable under the criteria established above. The Exhibitor must obtain advance permission from Show Manager for after-hour use of Exhibit space. The Exhibitor may incur an additional expense for a union electrician to ensure power to the exhibit. Any Exhibitor who will have taped music, audiovisual presentations, or live performances as part of their Exhibit is responsible for obtaining licensing approvals from appropriate licensing organizations such as ASCAP or BMI and agrees to indemnify and hold harmless the Sponsor and Show Manager, their officers, directors, agents and employees from any action arising from the authorized or unauthorized use of taped music or licensed music performed by live musicians. Any Exhibitor wishing to provide food and beverage in its booth as a hospitality gesture to its customers must first request and obtain permission in writing from Show Manager. Once permission is obtained, you will be provided the Exhibit Site food and beverage department contact for direct arrangements. Exhibitor expressly indemnifies and holds harmless Sponsor and Show Manager from any personal injury, sickness or damage arising from such food and beverage.

Construction of Exhibits: Exhibitors using high siderails must coordinate plans with neighboring Exhibitors. In order to adhere to safety laws, Exhibitor may not project beyond the space allotted and aisles must be kept clear of traffic. No materials may be posted, nailed or otherwise affixed to walls, doors or other surfaces in a way that might deface the premises or booth equipment and furniture. Any damage is payable by the Exhibitor.

Decoration of Exhibits: A service kit will be provided prior to the convention and trade show, which will include information on labor, drayage, furniture, carpeting, lighting, telephones and electricity. It is the responsibility of the Exhibitor to abide by the regulations and deadlines contained therein. All shipments to the Exhibit Site should be marked with Exhibitor's name, booth number, company name, address, phone number and Show name. A complete shipping address will be provided within the service kit.

Fire and Electrical Regulations: All local regulations will be strictly enforced, and the Exhibitor assumes responsibility for compliance with such regulations. All decorations and booth equipment must be fireproofed to meet the requirements of the city Fire Marshal. Combustible materials shall not be in or around Exhibit booths. All packing containers, wrapping materials and display materials must be removed from behind booths and placed in storage.

Union Labor: Exhibitors are required to observe all union contracts in effect between Sponsor, Show Manager, the official contractors, Exhibit Site, hotel and various labor organizations, in accordance with State law.

Disability Provisions: Exhibitor represents and warrants (1) the Exhibit will be accessible to the full extent required by law, (2) the Exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act. Exhibitor agrees to indemnify and hold harmless the Sponsor and Show Manager, their officers, directors, agents and employees from any action arising from Exhibitor's non-compliance with ADA and any regulations implemented by the Act.

D. LICENSE

State of Maryland: All Exhibitors who will be selling product must register with the State of Maryland. Once Exhibitors purchases both space, they will be provided information to obtain license.

E. LOAD-IN TIMES

Sunday, January 18, 2009 – 12pm to 4pm.

F. HOURS OF OPERATION

Sunday, January 18, 2009 – 5pm to 10pm.

Monday, January 19, 2009 – 8am to 1am.

G. LIABILITY

Security: Sponsor or Show Manager will provide guard service and will take reasonable precautions to safeguard Exhibitor's property. However, the provision of this service shall not be construed as an assumption of obligation or duty with respect to the protection of the Exhibitor's property. Exhibitor shall not hold Sponsor nor Show Manager liable for any loss, damage, theft or destruction of Exhibitor's property.

Negligence: Exhibitor shall indemnify Sponsor, Show Manager, Exhibit Site, and the affiliates and subsidiaries of each, the officers, directors, agents, and partners of each against, and hold it harmless from, any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of space.

Inability to Perform: If Sponsor should be prevented from conducting the Show, or if it cannot permit the Exhibitor to occupy the space by any cause beyond its control, the Sponsor will refund to the Exhibitor the amount of rental fee paid, less a proportionate share of the Show expenses, and the Sponsor and Show Manager will have no further liability to the Exhibitor. Sponsor and Show Manager will make every effort to provide a high quality and quantity of attendees, but in no way guarantees said quality and quantity.

Payment: A \$50.00 fee will be assessed on all returned checks. A fee equal to 5% of booth payment will be charged for all declined credit cards or disputed authorized charges resulting in charges back to the show manager or Sponsor. Credit cards (VISA, MasterCard and American Express), checks, money orders or cash will be accepted for booth payment. Exhibitor will be allowed neither to set up nor participate in Show until all money due is collected.

Interpretation and Arbitration: These regulations are incorporated as part of the agreement between the Exhibitor, Sponsor and Show Manager. Show Manager has full power of interpretation and enforcement of these rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of the Show Manager and shall be binding on all parties affected by them. Exhibitors or their representatives who fail to observe these conditions or conduct themselves unethically may be dismissed from the Show without refund or appeal. The parties agree to submit to binding arbitration in Prince George's County, Maryland in the event there is a dispute arising out of or related to this agreement to rent exhibit space, applying Prince George's County, Maryland law. Exhibitor agrees to protect, save and hold harmless Sponsor, Show Manager, Exhibit Site, and all agents, servants and employees thereof, hereinafter collectively referred to as Indemnities, for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and further, Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the Show Site and further shall at all times protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs (including attorneys fees), damage, liability or expense arising from or out of, or by reason of any accident or bodily injury or other occurrence to any person or persons, including the Exhibitor, its agents, employees, and business invitees that arises from or out of or by reason of said Exhibitor's occupancy and use of the Show Site premises or a part thereof.

Waiver Clause: The failure of either party hereto to insist on strict observance by the other party of any covenant herein shall in no way be construed as a waiver of a future breach of the same or other covenants.

Exhibit Coordinator Signature: _____