



Application & Contract for Exhibit Space
in the Horse & Farm Exhibits Area

The undersigned hereby applies for exhibit space at Equine Affaire in accordance with the Terms & Conditions herein and the 2019 Equine Affaire Rules & Regulations provided to exhibitor.

EXHIBITOR INFORMATION: (Please print and provide all information requested)

Farm / Association Name:
Address: City: State: Zip:
Business Phone: Fax: Web site: www.
Name of Contact Person: Check one: Owner Agent
Cell Phone: Email:

Exhibit stalls must be occupied for at least three event days; "For Sale" Stalls must be occupied for a minimum of two days.
Arrival date (check one): Wednesday Thursday (after 5:00pm) Friday (after 5:00pm)

Event Program Information:

The Farm / Association Name should appear in the event program as follows:
Provide phone OR Web site to be published in the event program:

STALLS APPLIED FOR IN GILLIGAN COMPLEX:

# of in-line exhibit stalls at \$150 each = # of end stalls on outside aisle of barn at \$200 each =
# of in-line "For Sale" stalls at \$150 each = # of end stalls on center aisle of barn at \$175 each =
# of tack stalls at \$100 each =

Total: \$

Table with 4 columns: Names of Horses to be Exhibited, Breed, Sex, Horse for Sale? (checkbox). Rows 1-4.

Please attach a list of additional horses.

This Application & Contract must be completed in full and signed by the Exhibitor (if Exhibitor is the owner) or by an authorized agent of the Exhibitor (if the Exhibitor is a farm or association) and accompanied by full payment for all stalls for which Exhibitor is applying.

Please note: In order for your stall number(s), farm name, breed of horse, phone number, or website address to be listed in the event program, this Application and Contract and full payment must be RECEIVED by February 28, 2019.

The undersigned has read and agrees to the Terms & Conditions stated on the reverse side of this Application & Contract and the 2019 Equine Affaire Rules & Regulations supplied to the Exhibitor.

This Application and Contract is executed this day of ,

Executed by: (Farm / Association Name, or Individual) by (Signature)

Executed by (Please Print Name): (Title)

IMPORTANT: An Equine Affaire Statement of Responsibility and Hold Harmless Agreement, Rules & Regulations Pertaining to Bringing Horses to Equine Affaire form, and a Waiver and Release of Liability form must be completed by each horse owner (or agent of horse owner) who brings horses to Equine Affaire.

Submit completed forms, this Application & Contract for Exhibit Space, and full payment payable to Equine Affaire, Inc. to: Karin Brennan, Equine Affaire, Inc., 2720 State Route 56 SW, London, OH 43140.

For Equine Affaire office use only.

ACCEPTANCE OF CONTRACT: Date Check # Amount Received
Stall(s) Assigned:
Date: Total Fee: \$ \$
Accepted by Equine Affaire, Inc., by:

# Terms & Conditions

**1. Equine Affaire (hereinafter called "Event") is to be held at the Ohio Expo Center in Columbus, OH, on April 11-14, 2019.** The Event is managed and produced by Equine Affaire, Inc. (hereinafter called "EA").

**2. Eligibility to Exhibit:** EA reserves the right to determine the eligibility of an Exhibitor for inclusion in the Event.

**3. Application and Payment Process:** This Application & Contract must be completed in full and signed by the Exhibitor (if Exhibitor is the owner) or by an authorized agent of the Exhibitor (if the Exhibitor is either a farm or association) and accompanied by full payment of the exhibit stall fees. Exhibitor understands and agrees that except as provided in Paragraph 13 of the Terms & Conditions of this Application & Contract, no portion of the exhibit fee is refundable and Exhibitor is liable for the total exhibit fee.

**4. Assignment of Stall(s):** Conditioned upon the Ohio Expo Center placing the Gilligan Barn at the disposal of EA, EA shall assign to Exhibitor for the period of the Event the exhibit stall(s) specific herein or such other exhibit stall(s) of equivalent cost that EA, at its discretion, may assign. Such assignment is made for the period of this Event only and does not imply that same or similar stall(s) will be held or offered for future events. Nothing contained herein shall entitle Exhibitor to participate in any event managed by EA other than the Event described in paragraph 1 above. EA, by this Application & Contract, bargains not only for the exhibition fee but also for the presence of the Exhibitor for the duration of the Event.

**5. Payment of Fees:** Exhibitor agrees that all exhibit fees and costs related to Exhibitor's participation in Equine Affaire during the Event including, but not limited to, program advertising, and list rentals must be paid to EA prior to move-in of Exhibitor's display and/or horse(s) in the Ohio Expo Center. In the event that the Exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, EA may reassign the exhibit stall(s) assigned and specified herein to another exhibitor and assign alternative stall(s) to Exhibitor. In the event that the Exhibitor pays the exhibit fees after such reassignment, EA will assign such other exhibit stall(s), if then available, which EA, in its sole and exclusive discretion, deems appropriate. Should Exhibitor occupy at the Event any exhibit space not specifically described on this Application & Contract, Exhibitor agrees to pay to EA the additional exhibit fees owed for the excess space occupied by 5:00pm on the last day of the Event. The amount of the fees owed for excess space occupied will be at the discretion of EA. In all cases Exhibitor remains liable for payment of all fees set forth in this Application & Contract, subject only to the applicable cancellation schedule herein. A \$45 fee will be charged for any payment that is returned by EA's bank for insufficient funds, closed account, or any other reason. Replacement and future payments must be in the form of a bank cashier's check, money order, or cash. Exhibitor understands and accepts that a 2% credit/debit card use convenience fee will be assessed by Equine Affaire, Inc. and added on all amounts charged by the card holder on his/her debit card.

**6. Assignment of Exhibitor's Stall(s):** It is understood by Exhibitor that EA will make every effort to respect Exhibitor's location preferences when assigning stall(s), but does not guarantee assignment to any of the locations applied for. Stall(s) will be assigned by EA according to the breed/type of horse in the order in which completed Applications & Contracts and necessary fees are received subject to the availability of stall preferences, the special needs of exhibitors, and compatibility of exhibitors. The stall assignment made by EA shall be final. However EA shall be entitled, in its absolute discretion, to vary the stall location, even if already assigned, for the purpose of making a more effective exhibition, and Exhibitor agrees to accept reassignment. Any excess stall fees paid by Exhibitors will be promptly returned to Exhibitor.

**7. Withdrawal by Exhibitor Before Acceptance:** Exhibitor may withdraw the Application & Contract prior to notification of acceptance. Such notice of withdrawal must be in writing to EA. No employee or agent of EA is authorized to accept verbal notifications of withdrawal. If the request for withdrawal is made in a correct and timely manner, EA will return the Exhibitor's Application & Contract and deposit to Exhibitor.

**8. Cancellation by Exhibitor After Acceptance:** If Exhibitor desires to cancel this Application & Contract after acceptance, Exhibitor forfeits all rights to the assigned stall and may do so only by giving notice thereof in writing sent to EA. In such event, Exhibitor will continue to be liable to EA for 50% of the total exhibit fee if the written notice of cancellation is received by EA by no later than February 28, 2019. Exhibitor shall be liable to EA for 100% of the total exhibit fee if the written notice of cancellation is received by EA between February 28, 2019, and April 11, 2019, inclusive. Because these dates are related to the Event dates and not to the date of this Application & Contract, these dates shall apply regardless of the date on which this Application & Contract is executed. This amount is considered to be liquidated and agreed upon damages, for the injuries EA will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the stall(s) reserved from availability at a time when other parties would be interested in applying for it, will cause EA to sustain damages. The provisions for liquidated and agreed upon damages have been incorporated into this Application & Contract as a valid pre-estimate of these damages. The date of the cancellation shall be the date EA receives the notice sent by the Exhibitor by mail.

**9. Removal of Exhibitor by EA:** EA reserves the right to cancel this Application & Contract and to prohibit, close, correct, remove, or eliminate any Exhibitor or Exhibitor's exhibit or part thereof for any of the following reasons:

(a) the Exhibitor or the Exhibitor's exhibit (or any part thereof) in the judgement of EA detracts from the general character of the Event; (b) the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Application & Contract; (c) the Exhibitor violates, or Exhibitor's exhibit is in violation of, any of the Terms & Conditions of this Application & Contract or any EA contract, the 2019 Equine Affaire Rules & Regulations and the Rules and Regulations Pertaining to Bringing Horses to Equine Affaire, or any state or federal law; (d) any document presented by Exhibitor to EA shall have been determined to be false or misleading; or (e) the Exhibitor or Exhibitor's exhibit or horse(s) is deemed offensive, inappropriate, or unsafe by EA. If an Exhibitor is removed under any term of this paragraph or because of a violation of any term hereof, EA shall have the right, but not obligation, to remove the exhibit and any banner, advertising matter or other property of the Exhibitor situated within or about the Exhibitor's Assigned Stall(s) and such removal shall be at the cost and expense of the Exhibitor. Exhibitor shall immediately reimburse EA for any cost or expense EA incurs in so removing Exhibitor's exhibit or portions thereof. Under such circumstances Exhibitor shall not be entitled to a refund of moneys paid to EA under the terms of this Application & Contract, and EA shall not be liable for any costs, damages or expenses resulting directly or indirectly from such removal. EA reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Application & Contract if the Exhibitor is in arrears of any payment due to EA or in arrears of any payment due to any other event managed by EA. If the Exhibitor is a party to any other contracts with EA and the Exhibitor fails to make any payment when due under this or any such other contracts (the "Defaulted Contract") EA may, at its discretion and without prior notice to the Exhibitor, reapply any or all funds paid by the Exhibitor under any contract with EA to the payment due on the Defaulted Contract. In such event EA shall promptly notify the Exhibitor of such application. In the event that such reapplication shall create a default under a contract other than the Defaulted Contract, which default is not cured within 10 days after notice to the Exhibitor, then the contract may be terminated by EA. In the event that the Application & Contract is cancelled by EA under the provisions of this paragraph, the Exhibitor shall remain liable for any deficiency, loss or damage suffered by EA by reason thereof which loss, deficiency or damage the Exhibitor agrees to pay EA on demand. EA is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of any stall(s) vacated or made available by reason of action taken under this paragraph in such manner as it may deem best for the interest of the Event, with or without receiving any consideration therefor, without releasing the Exhibitor from any liability hereunder.

**10. No Assignment or Subletting:** Exhibitor shall not sell, transfer, assign, subcontract, apportion,

or sublease to a third party his/her rights hereunder to his/her Assigned Stall(s) or any portion thereof unless written permission is given by EA. Such arrangements are absolutely prohibited and shall be deemed null and void. In the event of (a) the sale or transfer of more than 50% of the stock or other ownership interest in Exhibitor or (b) the merger or consolidation of Exhibitor where Exhibitor is not the surviving corporation, this Application & Contract shall be terminable at the option of EA within 60 days after EA receives actual notice of such event. In the event of a merger of two or more Exhibitors where this Application & Contract is not terminated by EA, EA will, upon request by Exhibitor, make its best effort to consolidate the stall(s) contracted for by the Exhibitors into one location equal to the sum of the stall(s) originally purchased by the Exhibitors when they were independent. However, in the event that is not possible, the Exhibitor that survives the merger shall be liable for exhibit stall(s) at each of the locations originally contracted for by each of the merged companies.

**11. Compliance with Laws:** Exhibitor and his agents, employees, invitees, and guests shall comply with all applicable provisions of federal, state, and municipal laws, building codes and ordinances and the rules, regulations and requirements of any government entity having jurisdiction over the Event venue. Exhibitor may be required, at the exclusive discretion of EA, to immediately cease its operations and vacate the Assigned Stall(s), if Exhibitor's exhibit operation, or the conduct of Exhibitor's agents, employees, invitees, or guests should be found to be in violation of any such rule, regulation, or requirement.

**12. Taxes:** All sales taxes, FICA, and any other taxes arising out of or in connection with Exhibitor's use of the Assigned Stall(s) are the sole responsibility of each Exhibitor.

**13. Event Cancellation:** In the event that because of war, fire, strike, government order, public catastrophe, act of God or the public enemy or other cause beyond the control of EA, the Event or any part thereof is prevented from being held, is cancelled by EA, or the Assigned Stall(s) assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the discretion of EA. Exhibitor shall not have any right to an accounting, review, or audit of the financial records of EA. Any exhibitor who cancels this contract prior to any cancellation of the Event by EA shall not be entitled to any refunds paid pursuant to this paragraph.

**14. No Guarantee:** EA makes no representations or warranties regarding the number of persons who will attend the Event, such number being impossible to predict accurately in advance of the Event. Exhibitor understands that neither EA nor its agents or representatives guarantees attendance at the Event nor any financial gain to any Exhibitor participating in the Event. Each Exhibitor also understands that tickets to the Event will be sold exclusively by EA and that Exhibitor is not entitled to any proceeds from ticket or concession sales.

**15. Release from Liability:** Exhibitor agrees that neither EA nor the management or owners of the Ohio Expo Center, nor any of their officers, agents, employees, or other representatives shall be held accountable or liable for, and the same are hereby released from accountability and liability for, any damage, loss, harm, or injury to the person or property of the Exhibitor or of Exhibitor's officer, agents, employees, or other representatives resulting from theft, fire, water, accident, or any other cause, including negligence of EA. Exhibitor agrees to indemnify, defend, protect, hold, and save harmless EA, the Ohio Expositions Commission, and the agents, officer and employees of EA against and from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses of whatever kind or nature resulting or arising from any and all injuries to or death of any person, or damage to any property caused by any act, omission or neglect of Exhibitor or Exhibitor's agents, horses, employees, invitees, customers, spectators, contractors, or guests which occurs in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Stall(s) at Exhibitor's own risk and hereby releases EA and its agents, officers, employees, and invitees from all claims for any damage, loss, or injury to persons or property to the full extent permitted by law occurring in or about the Event venue including, but not limited to, damages resulting from the acts of other Exhibitors, theft, vandalism, fire, and other casualty damage or damage resulting out of any defects in the premises. Exhibitor further agrees to indemnify, defend, protect, hold, and save harmless EA and the Ohio Expositions Commission against and from any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses of whatever kind, or nature, including, but not limited to, subrogation claims by anyone having a contract of insurance with the Exhibitor, which might result from or arise out of any action or failure to act on Exhibitor's part or on the part of any of Exhibitor's officers, agents, employees, or other representatives, including but not limited to, claims of damage or loss to the Event venue, or from or out of any damage, loss, harm, or injury to the person or any property of the Exhibitor or any of the Exhibitor's officers, agents, employees, or other representatives and further including, but not limited to, claims of damage or loss to any third party resulting from an infringement of any copyright, patent, or trademark.

**16. Insurance:** Exhibitor agrees that EA and the Ohio Expositions Commission will not obtain any insurance against any damage, loss, harm, or injury to any person or property of the Exhibitor or any of the Exhibitor's officers, agents, employees, or other representatives and that the procuring of insurance against those risks is solely the responsibility of Exhibitor. EA strongly recommends that Exhibitor confer with his/her insurance company and procure liability insurance for the period of April 8, 2019, through April 14, 2019, and do so at Exhibitor's expense. All property of an Exhibitor is understood to remain in the Exhibitor's care, custody, and control in transit to or from and within the confines of the Equine Affaire venue.

**17. Waiver and Release of Liability Forms:** Exhibitor agrees that he/she will not permit anyone to ride or drive any horse owned by Exhibitor at the event without first (a) requiring the rider or driver to complete and sign a Waiver & Release from Liability form (provided by EA) and (b) submitting the form to the Manager of the Barn Office at the event. Exhibitor agrees that a rider/driver under the age of 18 may not "test ride" a horse for sale at the Event.

**18. Waiver of Claims:** Each of the parties hereto waives all claims for damages against the other out of the damage or destruction of property caused by the negligence of the other party to the extent that such claim/claims shall be covered by their insurance.

**19. Provisions and Disputes:** Each provision of this Application & Contract is declared to be separate from every other provision. If any provision is declared invalid or unenforceable, such invalidity shall not affect the other provisions within this Application & Contract which shall remain in full force and effect as if the invalid provision had not been included herein. Any matter or dispute not covered by this Application & Contract shall be resolved by EA. In the event of any dispute regarding the implementation of this Application & Contract, Exhibitor agrees to abide by the resolution, decision, or ruling adopted by EA.

**20. Consent to Venue:** Exhibitor and EA hereby consent and agree that this Application & Contract is deemed to be entered into in the State of Ohio (Madison County) and is governed by and shall be construed solely in accordance with the laws of the State of Ohio. The Exhibitor consents to the jurisdiction of the courts of the State of Ohio for the resolution of any and all disputes and claims arising out of and/or relating to this Application & Contract. However, nothing herein shall obligate EA to enforce its rights in said state if jurisdiction is proper elsewhere. The Exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction and agrees that such jurisdiction exists in Ohio.

**21. Legal Fees & Costs:** In the event that EA is involved in any legal action with the subject Exhibitor in which it seeks to enforce any of the terms and provisions of this Application & Contract, EA shall be entitled to recover all of its reasonable costs and expenses, including reasonable costs of collection and reasonable attorney's fees from said Exhibitor.

**22. Miscellaneous:** This Application & Contract:

- Contains the entire agreement between the parties regarding the subject matter discussed herein;
- May not be modified in any matter nor may any right herein be waived except by an agreement in writing signed by a duly authorized representative of the party against whom enforcement or any waiver, change, modification, or discharge is sought;
- Shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, representatives, successors, and assigns.