



# Application & Contract for Breed Pavilion Exhibit Space

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)**

Organization Name: \_\_\_\_\_

Check if Non-profit status  MA Tax ID #: \_\_\_\_\_

Organization National Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_ Web site: www. \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Organization Local Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_ Web site: www. \_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**EVENT PROGRAM INFORMATION:**

The Organization Name should appear on signage and in the event program as follows: \_\_\_\_\_

Provide phone **OR** Web site to be published in the event program: \_\_\_\_\_

Will you be selling merchandise?  No  Yes If yes, please provide a description of the items you will be selling in your exhibit space: \_\_\_\_\_

**BREED PAVILION EXHIBIT BOOTHS & STALLS IN THE STROH BUILDING:**

**Booth Dimensions & Costs:**

10 x 10 Exhibit space	\$ 350 _____
10 x 15 Exhibit space	\$ 425 _____
10 x 20 Exhibit space	\$ 575 _____
10 x 30 Exhibit space	\$ 775 _____
10 x 20 Exhibit space with Stall	\$ 725 _____
10 x 25 Exhibit space with Stall	\$ 850 _____
10 x 30 Exhibit space with Stall	\$ 950 _____
Additional fee for each corner booth or stall	\$ 50 _____

Each exhibit booth includes 8' back and 3' side drapes, one exhibitor name sign, a listing as an exhibitor in the event program, and a listing on [www.equineaffaire.com](http://www.equineaffaire.com). Exhibit booths do not include furniture, carpet, or electrical service.

Exhibit stalls are quality portable 10 x 10 stalls set on rubber mats. Each exhibit stall includes a stall in an area of the barn that is closed to the public for overnight stabling from Wednesday to midnight on Sunday. Stalls do not include bedding or electrical service.

**Total Due:** \$ \_\_\_\_\_

**APPLICATION & CONTRACT FOR EXHIBIT SPACE: Exhibitors at the 2018 Event will be given the opportunity to renew exhibit spaces until April 15, 2019.**

An exhibit space "reservation" is not confirmed until a completed and signed Application & Contract, product summary, and required payment are received by Equine Affaire, Inc. Any Application postmarked before **July 22, 2019**, must be accompanied by a non-refundable deposit in the amount of 50% of the exhibit space fee. Any Application postmarked after **July 22, 2019**, must be accompanied by full payment of all exhibit space fees or the Application will not be processed. Payment for any balance due by an exhibitor under the exhibitor's Application & Contract for Exhibit Space **must be received by Equine Affaire, Inc. on or before September 3, 2019**. If final payment is received after **September 3, 2019**, a late payment penalty in the amount of 15% of any amount owed and not paid by September 3, 2019, will be assessed by Equine Affaire, Inc. If an Exhibitor's exhibit space fees and late payment penalty are not paid in full and received by Equine Affaire, Inc. by September 28, 2019, Equine Affaire, Inc. reserves the right to cancel the Exhibitor's Assigned Space without refund and reassign the Space. Exhibitor may be assessed a convenience fee for any payment made by credit card.

The undersigned has read and accepts the Terms & Conditions on the reverse side of this Application & Contract and the 2019 Equine Affaire Rules & Regulations provided to the Exhibitor. Exhibitor understands and agrees that these Terms & Conditions and the 2019 Equine Affaire Rules & Regulations are an integral part of this Application & Contract and are incorporated herein by reference. Exhibitor shall observe and abide by any additional regulations made by Equine Affaire, Inc. for the efficient, safe and successful operation of the Event as soon as these additional regulations are communicated to Exhibitor. The undersigned agrees that the use and occupancy of the Assigned Space shall be in all respects subject to such Terms & Conditions and Rules & Regulations and agrees to fully comply with them:

Executed by: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Please mail contract and payment (made payable to Equine Affaire, Inc.) to **Equine Affaire, Inc., 2720 State Route 56 SW, London, OH 43140**. If you have questions call the Equine Affaire, Inc. Breed Coordinator at (740) 845-0085, Monday-Friday, 9:00am-5:00pmEST or fax (740) 845-2879.

ACCEPTANCE OF CONTRACT:	For Equine Affaire office use only.		Payments	
Space(s) Assigned: _____	Date	Check #	Amount Received	Balance Due
Date: _____ Total Fee: _____	_____	_____	\$ _____	\$ _____
Accepted by Equine Affaire, Inc., by: _____	_____	_____	\$ _____	\$ _____

# Terms & Conditions

**1. Equine Affaire (hereinafter called "Event") is to be held at the Eastern States Exposition in W. Springfield, MA, on November 7-10, 2019.** The Event is managed and produced by Equine Affaire, Inc. (hereinafter called "EA") which reserves the sole right to change the name of the Event.

**2. Eligibility to Exhibit:** Any entity or individual dealing in commodities, services, and promotional activities associated with the horse industry whose products and services are consistent with the exhibition theme of Equine Affaire is entitled to apply to exhibit at the Event. EA reserves the right to determine eligibility of an Exhibitor for inclusion in the Event.

**3. Application and Payment Process:** This Application & Contract for Exhibit Space and Product Summary must be completed in full and signed by the Exhibitor (if Exhibitor is an individual) or by an authorized representative of the Exhibitor (if the Exhibitor is either a corporation or partnership). Application & Contracts completed and postmarked on or before July 22, 2019, must be accompanied by a non-refundable deposit in the amount of 50% of the total exhibit cost. Payment for the remaining 50% of the total exhibit space cost or any other remaining balance due for the contracted exhibit space **must be received by EA on or before September 3, 2019.** If all exhibit space fees are not received by EA on or before September 3, 2019, Exhibitor agrees to pay a late payment penalty in the amount of 15% of any unpaid balance due under this Application & Contract. Application & Contracts postmarked after July 22, 2019, must be accompanied by full payment of all exhibit space fees. All payments to EA must be in United States dollars drawn on a U.S. bank and made payable to Equine Affaire, Inc. EA reserves the right to cancel the Application & Contract and resell the Assigned Space of any Exhibitor which fails to pay required exhibit space fees by the deadlines specified herein. Exhibitor understands and agrees that except as provided in Paragraph 14 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 Space:** Conditioned upon the Eastern States Exposition placing the exhibit space at the disposal of EA, EA shall assign to Exhibitor for the period of the Event the exhibit space specified herein or such other exhibit space of equivalent size and cost that EA, at its exclusive discretion, may assign. It is understood by Exhibitor that EA will make every effort to respect Exhibitor's location preferences when assigning spaces; EA does not guarantee assignment to any of the locations applied for. Spaces will be assigned by EA in the order in which completed Applications & Contracts and necessary fees are received subject to the availability of space preferences, the special needs of exhibitors, and compatibility of exhibitors. The space assignment made by EA shall be final. However, EA shall be entitled, in its absolute discretion, to vary the space and/or location, even if already assigned, for the purpose of making a more effective exhibition, and Exhibitor agrees to accept reassignment. Any excess space rental fees paid by Exhibitor will be promptly returned to Exhibitor. Such assignment is made for the period of this Event only and does not imply that same or similar space 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 throughout the Event.

**5. Payment of Fees:** Exhibitor agrees to pay all exhibit fees and costs related to Exhibitor's participation in the Event including, but not limited to program advertising, exhibitor badge, list rental, and event sponsorship fees to EA prior to September 3, 2019. Exhibitor further agrees to pay a late payment penalty in the amount of 15% of any amount owed to EA and not paid by September 3, 2019. 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 reason. Replacement payments must be in the form of a bank cashiers 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. Allocation of Space:** To ensure a diverse trade show, EA may allocate a fixed amount of space to each type of exhibit. In the event that all space available has been allotted under contracts previously received, any deposit submitted by the Exhibitor will be returned and neither party shall be under any further obligation to the other. In addition, EA reserves the right to refuse, without explanation, any request to exhibit.

**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 and sent 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 assigned space 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 September 3, 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 September 3, 2019, and November 7, 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 space reserved from availability at a time when other parties would be interested in applying for it, will cause EA to sustain damages. In this situation EA's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Application & Contract as a valid preestimate of these damages. The date of the cancellation shall be the date EA receives the notice sent by the Exhibitor by certified mail, return receipt requested.

**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, any EA contract, or the 2019 Equine Affaire Rules & Regulations or any state or federal law; (d) any document presented by Exhibitor to EA shall have been determined to be false or misleading; (e) the exhibitor fails to provide EA with a Certificate of Liability Insurance; or (f) the Exhibitor or Exhibitor's exhibit 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 Space 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. Any Exhibitor who violates any of the terms and conditions herein is subject to being refused further participation in this Event or any other event managed by EA. 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 space 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 Space 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 space contracted for by the Exhibitors into one location equal to the sum of the space 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 space 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 shall also abide by all applicable union regulations and shall in a timely manner obtain all necessary permits or licenses at Exhibitor's cost. Exhibitor may be required, at the exclusive discretion of EA, to immediately cease its operations and vacate the Assigned Space, 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. Trademarks/Copyrights:** Exhibitor assumes all costs from the use of patented, trademarked, or copyrighted materials, equipment devices, processes, or dramatic rights on or incorporated in the conduct of Equine Affaire, and Exhibitor agrees to indemnify and hold harmless EA and Eastern States Exposition from all damages, costs, and expenses in law or equity for or on account of the use of any patented, trademarked or copyrighted material, device, equipment, process, or dramatic rights furnished or used by Exhibitor, or its employees, agents, or representatives.

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

**14. 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 Space 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.

**15. 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.

**16. Release from Liability:** Exhibitor agrees that neither EA nor the management or owners of the Eastern States Exposition, 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 officers, 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 Eastern States Exposition, and the agents, officers 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, employees, invitees, customers, spectators, contractors, or guests which occurs in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Space 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 Eastern States Exposition 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.

**17. Insurance:** Exhibitor agrees that EA and the Eastern States Exposition 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. Exhibitor must carry insurance from November 4, 2019, through November 11, 2019, provide EA with a certificate of insurance, 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. Exhibitor is required to obtain and maintain in full force and effect throughout the Event the following insurance:

- Worker's Compensation Insurance: Worker's Compensation and Employer's Liability Insurance is required per Massachusetts laws for all individuals working in any way with exhibitor at the event.
- General Liability Insurance: Commercial General Liability Insurance written with limits of at least the following: Each occurrence - \$1,000,000; Personal & Advertising injury - \$1,000,000; General Aggregate - \$1,000,000; Products/Completed Operations Aggregate - \$1,000,000; Fire Damage (any one fire) - \$500,000; Medical Expense (any one person) - \$5,000. Coverage shall include: premises/operations, contingent liability for subcontractors, products/completed operations, personal injury, and contractual liability to insure the indemnification (hold-harmless) clauses contained in this Application & Contract.
- Automobile Liability Insurance: Comprehensive Automobile Liability Insurance written with limits of liability of either \$250,000/\$500,000 Bodily Injury and \$100,000 Property Damage or \$500,000 combined single limit and providing coverage on all owned, non-owned and hired automobiles and other vehicles operated by Exhibitor on the property of the Eastern States Exposition.

Each Exhibitor shall submit to EA prior to September 28, 2019, a Certificate of Insurance showing that the aforementioned insurance is in force and stating policy numbers, dates of expiration, limits of liability and coverages thereunder; and further providing that the insurance shall not be cancelled or changed before November 11, 2019.

**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.