



# EQUINE AFFAIRE® | 2020 Rules & Regulations

Every Exhibitor at any Equine Affaire produced in 2020 by Equine Affaire, Inc. is subject to and bound by the Terms & Conditions set forth on both sides of the Application & Contract For Exhibit Space and the following Rules & Regulations:

**1. Title of the Event:** Equine Affaire

**2. Organizer:** Equine Affaire, Inc., 2720 State Route 56 SW, London, Ohio 43140, (740) 845-0085 phone, (740) 845-2879 fax

**3. Use of the Equine Affaire Name/Logo:** EQUINE AFFAIRE®, and the name EQUINE AFFAIRE® with the horse logo are registered service marks of Equine Affaire, Inc. Exhibitor agrees to not sell or distribute any item of any type bearing any of these three service marks at any time and in any place without first receiving written permission from Equine Affaire, Inc.

**4. Use & Design of Exhibit Space:**

**a) Nature of Exhibit:** Equine Affaire, Inc. attaches particular importance to the attractive design and construction of exhibit space at Equine Affaire. Exhibits must be presented in a professional manner and have an equine or equestrian theme. Exhibitors are discouraged from selling products which may be considered unethical or inhumane to horses or canines. Equine Affaire, Inc. reserves the right to decline or prohibit any exhibit or part of an exhibit, Exhibitor, representative or proposed exhibit which, in the opinion of Equine Affaire Inc. is not suitable to or in keeping with the character of Equine Affaire.

**b) Arrangement of Exhibit:** Each exhibit must conform to the size of the Assigned Space, be no higher than 8 feet, and be constructed or arranged so as not to obstruct the view or interfere with the exhibits of others. Exhibit materials and/or merchandise may be as high as 8' at the back of the Assigned Space up to a distance of 5' from the back drape of the Assigned Space. Exhibitors may not, without prior written approval of Equine Affaire, Inc., construct high side walls or display merchandise in such a manner that the view of adjacent exhibit spaces is obstructed. Permission to construct high side walls or to arrange products or banners above 8' must be requested at least 60 days before the scheduled move-in date. Aerial signage is permitted over contracted exhibit space but must be in a manner that complies with all facility and Fire Marshal regulations (please consult official event decorator for details). No exhibit may obstruct any public aisle. Ample space must be provided within the booth for Exhibitor's personnel. Any displays having unfinished or unsightly exposures at the rear or sides must be acceptably covered at the Exhibitor's expense to the satisfaction of Equine Affaire, Inc.

**c) Products in Exhibit:** Exhibitors shall display only products and/or product lines as approved by Equine Affaire, Inc. on the Exhibit & Product Summary submitted with the Exhibitor's Application & Contract for Exhibit Space. All products displayed must be equine or equestrian-related and may not include any types of products that Equine Affaire, Inc., in its sole discretion, deems offensive or unsafe, including but not limited to knives and/or firearms. Any material change in the products and/or product lines from those listed on the Exhibitor's Exhibit & Product Summary requires prior written approval. No sales exclusivity on type of merchandise is extended to any Exhibitor unless specifically negotiated with Equine Affaire, Inc. and such exclusivity is noted on the Application & Contract for Exhibit Space.

**d) Sales & Promotional Activities:** Exhibitor may not engage in any product sales and/or promotional activities beyond the confines of Exhibitor's Assigned Space. The general posting or distribution of brochures, pamphlets, leaflets, newspapers, magazines, banner, or adhesive stickers, or other promotional materials of any kind or character beyond the Exhibitor's Assigned Space is strictly prohibited.

**e) Exhibitor Personnel:** Exhibitor shall maintain adequate personnel (at least one responsible person) in the Assigned Space at all times during the designated event hours. Exhibitor shall be responsible for the conduct of any employees, agents, visitors, or guests of Exhibitor in or about the Assigned Space. Exhibitor shall cause all such employees, agents, guests, or visitors to be familiar with the Equine Affaire Rules & Regulations. If any agent, contractor, or employee of the Exhibitor conducts himself or herself in any manner offensive to Equine Affaire, Inc., other Exhibitors, Exhibitor's representatives or event attendees, Equine Affaire, Inc. may dispel him or her from the venue for the remainder of the event.

**f) Damage to Venue:** Exhibitor is not permitted to distribute adhesive stickers or

attach any decoration, sign, banner, or advertising material or exhibit of any kind or character to any area of the event venue other than the space assigned to the Exhibitor. No Exhibitor is to injure, mar, or in any way deface any wall or surface of the Equine Affaire venue. No nails, hooks, screws, or adhesive stickers are to be utilized in any part of the venue. Exhibitor is liable for and agrees to pay for any and all damage to the Equine Affaire venue and/or equipment owned by the venue which is caused by Exhibitor or Exhibitor's representatives, agents, employees, or invitees.

**g) Optical, moving, and acoustic advertising materials** are permitted provided that they do not disturb or interfere with neighboring Exhibitors and/or do not interfere with the event's public address system. Exhibitors shall not use music from any source which requires permission from the copyright owner unless they have, in advance, obtained a license to perform such music, paid any fees required, and provided Equine Affaire, Inc. with a copy of a fully-executed license agreement. Exhibitor agrees to indemnify Equine Affaire, Inc. for all claims resulting from failure to comply with these requirements. The use of sound systems by Exhibitors is not permitted within the trade show.

**h) Contests, Prizes, or Lotteries:** Contests, prizes, or lotteries (including registration prizes) are expressly prohibited unless fully-explained in writing and submitted to Equine Affaire, Inc. at least two weeks prior to the event for approval. Equine Affaire, Inc. reserves the right to approve or decline any/all such applications and will not permit the use of any live animal as a raffle prize. Exhibitor shall not conduct any raffle or drawing that is not free to enter and/or requires the winner to be present at a specific date or time. Any raffle must be conducted in accordance with all applicable local and state laws.

**i) Solicitation of Funds:** Funds for any political, religious, educational, or charitable corporation or association or any other corporation, association, group, individual, or cause of any kind or character shall not be solicited by any Exhibitor without prior approval of Equine Affaire, Inc.

**j) Pets:** No dog, cat, or other companion animal will be permitted inside any building at any venue of Equine Affaire. Only approved working service animals will be permitted in accordance with applicable state law.

**k) Access to Exhibit:** Each Exhibitor agrees to give the building supervisor, security staff, maintenance staff, and Equine Affaire, Inc. free access to the Exhibitor's Assigned Space at all times.

**l) Food:** No Exhibitor shall be permitted to carry any food, cooler, or beverage item into any Equine Affaire venue. Exhibitors must receive written approval from Equine Affaire, Inc. to sell food items not intended for immediate consumption. All food and beverage concessions are reserved to the individual venue per the respective lease. In addition, prior written permission must be obtained from the management of the event venue for distribution of any free candy, food, or beverage item during Equine Affaire. Any Exhibitor who violates this rule may be subject to a penalty of up to \$5,000.00 per day per infraction as specified in the applicable venue lease.

**5. Safety Rules:**

**a)** Exhibitor will take all necessary precautions to ensure the safety of Exhibitor's personnel, other Exhibitors, and all other persons at any Equine Affaire venue.

**b)** Neither flammable liquids or gases nor devices utilizing an open flame will be allowed in any Equine Affaire venue. No propane storage tanks are allowed in any display in any building.

**c)** All fabrics and decorative materials used in the Exhibitor's Assigned Space must be flame retardant. Tents or tarps, including all EZ-Up type tents, which may impede the performance of the overhead sprinkler systems, are strictly prohibited.

**d)** No signs, decorations or products may be attached to any part of any building's sprinkler system.

**e)** Smoking is prohibited inside all buildings of any Equine Affaire venue.

**f)** Motor vehicles displayed inside all buildings of any Equine Affaire venue must have the positive battery terminal disconnected, the gas cap sealed with tape, and contain less than one gallon of fuel in the gas tank.

- g) Exhibitor will abide by all applicable fire codes as prescribed by the Fire Marshal in each jurisdiction.
6. **Entering Other Exhibit Space:** Any booth, display and exhibit area of any other Exhibitor must not be entered outside of normal event hours unless permission has been granted by the Exhibitor whose exhibit is being entered.
7. **Balloons:** Because a balloon may frighten a horse, balloons are strictly forbidden at Equine Affaire. Exhibitor agrees not to sell or distribute any balloon at Equine Affaire.
8. **Provisions:**
- For each exhibit booth contracted, Equine Affaire will provide 8' high back drape, two 3' high side drapes, and one exhibitor name sign.
  - Bulk exhibit spaces do not receive any draping or signage.
  - All Exhibitors will receive: exhibitor badges; a category and alphabetical listing in the event program; a listing on the Equine Affaire Website; exhibitor area parking privileges where applicable; general show security; general area lighting, ventilation, heating and cooling (where available); trash removal and cleaning of the aisles throughout the venue. Exhibitor is responsible for cleaning and removing of trash in his/her Assigned Space.
  - The exhibit fee does not include water, electricity, booth decorations / furniture, carpet, telephone equipment or service, wireless access, gas, or compressed air.
9. **Exhibitor Services:** Exhibitor agrees to abide by and comply with the regulations and policies concerning each official service contractor designated by Equine Affaire, Inc. Complete information, ordering instructions, and price lists regarding drayage, additional labor for move-in and move-out, electrical work, carpeting, furniture, cleaning, etc. will be provided to Exhibitor upon acceptance of Exhibitor's Application & Contract. Exhibitor must order all electrical services through the official electrical contractor; and all electrical fittings, lighting and other devices must be in accordance with the regulations of governmental authorities, the venue, and Equine Affaire, Inc. Exhibitor must not tamper with or draw power from any electrical device other than that supplied to it by the official contractor and/or Equine Affaire, Inc. Exhibitor is responsible for contracting directly with official contractors for exhibitor services, and no Exhibitor may employ any other contractor for such services. It is expressly understood that official service contractors are not the agents or employees of Equine Affaire, Inc. and that Equine Affaire, Inc. will not be liable to any Exhibitor or any other person for any act or omission of any service contractor.
10. **Lost/Damaged Shipments:** Neither Equine Affaire, Inc. nor the Equine Affaire venue nor any of its service contractors shall be liable or otherwise responsible for any lost shipments to or from Equine Affaire or for any type of moving cost, including damages incurred in the course of moving. If an Exhibitor's exhibit fails to arrive on time, Exhibitor is nevertheless responsible for the payment of all space fees and rental fees.
11. **Exhibitor Badges:** Equine Affaire, Inc. will provide each Exhibitor with a specific number of exhibitor badges based on the amount of contracted exhibit space. Additional Exhibitor badges may be purchased from Equine Affaire, Inc. Equine Affaire, Inc. reserves the right to limit the number of badges sold to any Exhibitor. Exhibitor badges are to be used solely by Exhibitor's personnel and are meant to facilitate the legitimate activities of the named Exhibitor. Any misuse of these badges will cause them to be withdrawn and not replaced. Lost or "forgotten" Exhibitor badges will not be replaced. Personnel without badges will be required to purchase badges or general admission tickets to the event. Exhibitors will receive four single-day admission tickets with each Exhibitor badge they receive for use in gaining access to the event grounds each day. Exhibitor badges will be used to gain access to the buildings one hour before and one hour after trade show hours each day and to identify Exhibitors during event hours. The employees, agents, or representatives of Exhibitor are expected to present admission tickets when they enter the venue and to wear their badges at all times during event hours.
12. **Support of the Event:** Exhibitor shall not engage in any promotional efforts, nor supply any transportation that has the effect of drawing event attendees or potential attendees away from the venue or to any non event exhibit or sales area. Exhibitor may not promote in any way within any Equine Affaire venue any other horse expo or equine trade show without the written consent of Equine Affaire, Inc.
13. **Installation of Exhibits:** Equine Affaire, Inc. will assign each Exhibitor a specific date and time for move-in based on the size and location of Exhibitor's Assigned Space. Equine Affaire, Inc. will notify Exhibitor in writing of this time, and Exhibitor will comply with such move-in schedule. Exhibitors that attempt to move in prior to their assigned times may be assessed a \$250 fee and/or lose the opportunity to exhibit at future events. Each exhibit must be in complete order by the start of the event. If installation of exhibits is not complete by this time, the Exhibitor's Assigned Space is forfeited by default and is subject to rental or other use as determined by Equine Affaire, Inc. All of Exhibitor's packing materials must be removed from the trade show floor no later than one hour prior to opening of the Event. Equine Affaire, Inc. reserves the right to change the move-in schedule and advise Exhibitor of any such changes.
14. **Dismantling of Exhibits:** Exhibitor may not bring in packing materials or dismantle, pack, or remove any portion of his/her exhibit or equipment or property associated with his/her exhibit until the Event closes at 5:00pm on Sunday. Any Exhibitor which violates this rule may, at the sole discretion of Equine Affaire, Inc., may be assessed a \$250 fine and/or not be invited to exhibit at future Equine Affaires. Equine Affaire, Inc. will advise each Exhibitor as to the date and time by which his/her exhibit must be removed based on the location of Exhibitor's Assigned Space. The entire exhibit and all of Exhibitor's property must be removed from the Equine Affaire venue by the time designated by Equine Affaire, Inc. In the event that Exhibitor fails to vacate the Assigned Space before the move-out deadline, Equine Affaire, Inc. is hereby authorized and made the agent of that Exhibitor to remove the exhibit and all property of said Exhibitor situated in or about the Assigned Space and to store the same at a cost to the Exhibitor of not less than \$500 per day for each day that the Exhibitor's property remains at the Event venue past the specified move-out deadline. Said Exhibitor shall hold Equine Affaire, Inc. harmless for any cost or liability incurred in connection with such removal. At its sole discretion Equine Affaire, Inc. may excuse an Exhibitor from the Event prior to the close of the Event due to a medical emergency or other serious problem.
15. **Exhibition of Horses:** Horses may be featured as part of the exhibits of those Exhibitors whose Assigned Spaces are located in a designated horse breed exhibit area at Equine Affaire. Any Exhibitor which includes one or more horses as part of the exhibit is expected to (a) have full knowledge and control of the horse(s), (b) be sure that the horse(s) are conditioned to large crowds in close proximity, and (c) sign and abide by the Rules & Regulations Pertaining to Bringing Horses to Equine Affaire, Statement of Responsibility and Hold Harmless Agreement, and Waiver and Release of Liability form. Horses are to be stabled only in stalls provided by Equine Affaire, Inc. All horses are subject to the supervision of the veterinary authority of the state in which the event is being held. Horses that are not in compliance with State and Federal veterinary regulations will not be admitted to any Equine Affaire venue. A written copy of the applicable veterinary regulations will be made available to those exhibiting horses at Equine Affaire. Any Exhibitor who brings one or more horse(s) to Equine Affaire will be personally responsible for any damage to a third party and/or any employee, agent, or representative of Equine Affaire, Inc. and/or to any property of Equine Affaire, Inc. caused by the Exhibitor or the Exhibitor's horse(s). Equine Affaire, Inc. reserves the right to require an Exhibitor to immediately remove any horse that the management of Equine Affaire, Inc., at its sole discretion, deems unsafe or inappropriate for exhibition at Equine Affaire.
16. **Security:** Equine Affaire, Inc. will provide reasonable security for Equine Affaire by retaining uniformed security personnel. Such personnel will be on duty during the hours that Equine Affaire is open to the public and the evening hours when the facility is closed to the public. Said building security will have final authority in any "security" type situation and will be privy to any police report. However, each Exhibitor is responsible for the security of his/her own exhibit area and property during the Event. Neither Equine Affaire, Inc. nor the owner(s) of any Equine Affaire venue assumes responsibility for Exhibitor's property or consigned property before, during, or after Equine Affaire.
17. **Referrals:** Current Exhibitor may earn a \$20 credit toward exhibit space for referring a new exhibitor to exhibit at an Equine Affaire event. Referrals are valid for first-time exhibitors or exhibitors who have not exhibited at an Equine Affaire event within the past three years. The new exhibitor must mention the exhibitor who referred him/her at the time of booking (only one exhibitor may be elected). If a referral cancels, credit will not be earned. Credit may be applied to either 2020 Equine Affaire event once the referred exhibitor completes and submits the exhibitor application and contract, product summary, and 50% nonrefundable deposit. Credits will not roll over from event to event.
18. Any written contracts, agreements, or permission statements executed by Equine Affaire, Inc. shall apply only to the event specified in the contract, agreement, or permission statement.
19. Equine Affaire, Inc. shall have absolute control over the implementation of these Rules & Regulations.



For more information, contact:

## Equine Affaire, Inc.

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