

HOOSIER HORSE FAIR & EXPO EXHIBITOR CONTRACT



May 3-5, 2019

Hendricks County 4-H Fairgrounds and Conference Complex

1900 East Main Street

Danville, IN 46122

EXHIBITOR NAME _____ CONTACT NAME _____
 PHONE _____ CELL/ALT. _____ FAX _____
 EMAIL _____ WEBSITE _____
 MAILING ADDRESS _____
 CITY _____ STATE _____ ZIP _____

Business name as should appear on all signage _____

NOTE: Every attempt will be made to assign the space of your choice. Booth space is assigned by Show Management for show quality. Show Management will assign the next nearest space to your original selection if possible. All Show Management decisions are final. CANCELLATIONS: Refunds or credits will not be given after February 1st, 2019. Electric and WiFi included in Exhibitor pricing. Please mail contract with payment to Hoosier Horse Fair & Expo 1547 North State Street, Greenfield, IN 46140 or email contract to vendors@hoosierhorsefair.org. For more information email vendors@hoosierhorsefair.org or call Daniel Elliott 765.343.9444. Additional services available- \$10 Tables and \$5 chairs. Rent & pay on-site Food Vendors will use separate contract.

| | | Quantity | Total |
|---|---|---|-------|
| INDOOR | 1ST 10'X10' - \$525.00 2ND-3RD 10'X10' - \$300.00 4TH 10'X10' - \$225.00 | | |
| INDOOR | Bulk spacing \$2.00 /square ft Minimum 500 square ft | | |
| OUTDOOR RIGS Horse Trailers Only | UP TO 5 TRAILERS - \$1,000.00 Additional trailers - \$200.00 each | | |
| OUTDOOR RANCH Farm Equipment, Vehicles, Corrals, Barns | \$2.00 /square ft Minimum 400 square feet | | |
| PAYMENT SCHEDULE | | + \$55.00 per corner | |
| 50% due with contract | subtract -\$225.00 for booth rental for nonprofits and recognized horse clubs | 50% Deposit <i>(Does not include table & chair rental)</i> | |
| Balance due by April 1st, 2019 | | | |
| | | TOTAL DUE | |

METHOD OF PAYMENT

Check Enclosed (Payable to Hoosier Horse Fair & Expo) Credit Card Authorization form enclosed

We, the undersigned, do hereby agree to exhibit at the Hoosier Horse Fair & Expo with the terms and conditions outlined above, on the following pages of this application and within the Exhibitor's Handbook. This contract is null and void if not signed and original received with deposit. EXHIBITOR SIGNATURE REQUIRED

SIGN HERE _____ DATE _____

SIGNATURE BY HHF&E _____

Exhibitors at the 2019 HHFE will be given opportunity to renew exhibit spaces until August 1, 2019. An exhibit space “reservation” is not confirmed until a completed and signed Application & Contract and required payment are received by the HHFE Committee. Any Application postmarked before January 1, 2019, must be accompanied by a non-refundable deposit in the amount of 50% of the exhibit space fee. Any Application postmarked after January 1, 2019, must be accompanied by full payment of all exhibit space fees or the application will not be processed. A late payment fee for any balance due by an exhibitor under the exhibitor’s Application & Contract in the amount of 15% of any amount owed and not paid by March 1, 2019, will be assessed by the HHFE Committee. If an Exhibitor’s exhibit space fees and late payment penalty are not paid in full and received by the HHFE Committee by April 1, 2019, HHFE Committee reserves the right to cancel the exhibitor’s assigned space without refund of the deposit and reassign the space.

Exhibitor understands and agrees that these 2019 HHFE 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 the HHFE Committee 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

Hoosier Horse Fair & Expo is to be held at the Hendrick County 4-H Fairgrounds & Conference Complex in Danville, IN on **May 3-5, 2019.**

1. Eligibility to Exhibit: Any entity or individual dealing in commodities, services, and promotional activities associated in the horse industry whose products and services are consistent with the exhibition theme of the HHF & E and Indiana Horse Council Inc. is entitled to apply to exhibit at the Event. HHF & E and IHC Inc. reserves the right to determine eligibility of an Exhibitor for inclusion on the Event.

2. Assignment of Space: Conditioned upon Hendrick County 4-H Fairgrounds & Conference Complex placing the exhibit space at the disposal of the HHF & E and IHC Inc., 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 HHF & E and IHC Inc., at its exclusive discretion, may assign. It is understood by Exhibitor that HHF & E and IHC Inc. will make every effort to respect Exhibitor’s location preferences when assigning spaces HHF & E and IHC Inc. does not guarantee assignment to locations applied for. Spaces will be assigned by the HHF & E and IHC Inc. 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 HHF & E and IHC Inc. shall be final. However, HHF & E and IHC Inc. 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 reasonable reassignment. Any excess space rent 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 the Indiana Horse Council Inc. and HHF & E other than the Event described in paragraph 1 above. HHF & E by this Application and Contract, bargains not only for the exhibition fee but also for the presence of the Exhibitor throughout the Events.

3. Exhibitor Packets: Exhibitor Packets may be picked up in the Resource Office beginning on *Wednesday at 12 p.m.* Each badge allows one person to enter the event daily.

4. Misplaced or stolen badges will not be replaced. 10x10 booth= 2 Admission Badges; 10x20 Booth=3 Admission Badges; All other booth sizes under 2,000 sq. ft.=4 Admission Badges; All other booth sizes over 2,000 sq. ft.= 6 Admission Badges. Additional badges can be purchases for \$25 in the Resource Office in Blue Ribbon. Please contact vendor sales info@hoosierhorsefair.org for pricing information or any questions. Badges or tickets will be available for pick up Thursday May 2, 2019 in vendor packet. Badges for workers can be left in a clearly marked envelope and left in the Will Call office located on the Northside of the West Pavilion.

5. Allocation of Space: To ensure a diverse trade show, HHF & E and IHC Inc. 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 return and neither party shall be under any further obligation to the other. In addition, HHF & E and IHC Inc. reserves the right to refuse, without explanation, any request to exhibit.

6. 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 HHF & E. by either mail or email. No employee or volunteer of HHF & E is authorized to accept verbal notifications of withdrawal. If the request for withdrawal is made in a correct and timely manner, HHF & E will return the Exhibitor’s Application & Contract and deposit to Exhibitor.

7. 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 HHF & E. In such

event, Exhibitor will continue to be liable to HHF & E and IHC Inc. for 50% of the total exhibit fee if the written notice of cancellation is received by HHF & E by no later than Feb. 1, 2019. Exhibitor shall be liable to HHF & E and IHC Inc. for 100% of the total exhibit fee if written notice of cancellation is received by HHF & E on or before March 1, 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 as a bon fide provision and not a penalty. The parties understand that the withdrawal of space reserved from availability at a time when other parties would be interested in applying for it, will cause HHF & E and IHC Inc. to sustain damages. In this situation, HHF & E and IHC Inc. 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 in the Application & Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date HHF & E and IHC Inc. receives the written notice sent by the Exhibitor.

8. Removal of Exhibitor by HHF & E. HHF & E and IHC Inc. reserves the right to cancel this Application & Contract and to close, correct, remove, prohibit, or eliminate any Exhibitor or Exhibitor's exhibit or part thereof for any of the following reasons: (a) Exhibitor or Exhibitor's exhibit (or any part thereof) in the judgement of HHF & E detracts from the general character of the Event; (b) the Exhibitor violates, or Exhibitor's exhibit is in violation of, any of the Terms & Conditions of this Application & Contract, any HHF & E contract, or the 2018 HHF & E Rules & Regulations or any state or federal law; (c) any document presented by Exhibitor to HHF & E shall have been determined to be false or misleading; (d) the exhibitor fails to provide HHF & E with a Certificate of Liability Insurance; or (e) the Exhibitor or Exhibitor's exhibit is deemed offensive, inappropriate, or unsafe by HHF & E. If an Exhibitor is removed under any term of paragraph or because of a violation of any term hereof, HHF & E shall have the right, but not obligation, to remove 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 HHF & E and IHC Inc. for any cost or expense HHF & E incurs in so removing Exhibitor's exhibit or portions thereof. Under such circumstances, exhibitor shall not be entitled to a refund or moneys paid to the HHF & E under the terms of this Application & Contract, and HHF & E and IHC Inc. 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 HHF & E. HHF & E or IHC Inc. 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 HHF & E and IHC Inc. or in arrears of any payment due to any event managed by HHF & E and IHC Inc. HHF & E and IHC Inc. reserves the right to refuse Exhibitor permission to move in and set up an exhibit under this Application & Contract. In the event that the Application & Contract is cancelled by HHF & E and IHC Inc. under the provisions of this paragraph, the Exhibitor shall remain liable for any deficiency, loss or damage suffered by HHF & E and IHC Inc. by reason thereof the Exhibitor agrees to pay HHF & E and IHC Inc. on demand. HHF & E and IHC Inc. is expressly authorized (but has no obligation) to occupy or cause to be occupied or dispose of 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 Events, with or without receiving any consideration therefor, without releasing the Exhibitor from any liability hereunder.

9. 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 the HHF & E and IHC Inc. Such arrangements are absolutely prohibited and shall be deemed null and void.

10. Merger to Acquisition of Exhibitors. 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 HHF & E and IHC Inc. within 60 days after HHF & E and IHC Inc. receives actual notice of such event. In the event of a merger of one or more Exhibitors where Application & Contract is not terminated by HHF & E. HHF & E and IHC Inc. 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 the Exhibitor's cost. Exhibitor may be required, at the exclusive discretion of the HHF & E and IHC Inc. 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. Copyrights/Trademarks: All Exhibitors agree to indemnify and hold harmless HHF & E, the Indiana Horse Council Inc.

12. Copyrights/Trademarks: All Exhibitors agree to indemnify and hold harmless HHF & E, the Indiana Horse Council Inc., and Hendrick County 4-H Fairgrounds & Conference Complex 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. 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 the HHF & E.

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

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

15. No Guarantee: HHF & E and IHC Inc. makes no representations or warranties regarding the number of persons who will attend the Events, such number being impossible to predict accurately in advance of the Event. Exhibitor understands that neither HHF & E nor its representatives guarantees attendance at the Event nor any financial gain to any Exhibitor participation in the Event. Each Exhibitor also understand that tickets to the Event will be sold exclusively by HHF & E and IHC Inc. that Exhibitors are not entitled to any proceeds from tickets or concession sales.

16. Release from Liability: Exhibitor agrees that neither HHF & E and IHC Inc. nor the management or owners of the Hendrick County 4-H Fairgrounds & Conference Complex nor any of their employees or volunteers 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 Exhibitor's officers, agents, employees, or other representatives resulting from theft, fire, water, accident or any other cause, including negligence of HHF & E and IHC Inc. Exhibitor agrees to indemnify, defend, protect, hold, and save harmless to HHF & E and IHC Inc, the Hendrick County 4-H Fairgrounds & Conference Complex and employees, and volunteers of the HHF & E against and from any and all claim demands, suits, liability, damages, losses, cost, 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 occur in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases HHF & E and IHC Inc. ,and the Hendrick County 4-H Fairgrounds & Conference Complex, employees, officers, and volunteers of HHF & E and IHC Inc., and Hendrick County 4-H Fairgrounds & Conference Complex against and from any and all claim demands, suits, liability, damage, 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 occur in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases HHF & E and it employees, agents, invitees, volunteers, customers, spectators, contractors, or guests which occupy in or about the Event venue. Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases HHF & E, IHC Inc. and its employees, volunteers, officers, and invitees from all claims for any damage, loss, or injury to person or property to the full extent permitted by law occurring in or about the Event venue including, but not limited to, damage resulting from the acts of other Exhibitors, theft, vandalism, fire, and other casualty damage or damage resulting out of any defect in the premises. Exhibitor further agrees to indemnify, defend, protect, hold, and save harmless, HHF & E, IHC Inc., and Hendrick County 4-H Fairgrounds & Conference Complex 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 limed 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 Exhibitors officers, agents, employees, or other representative any 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 the HHF & E, IHC Inc. and the Hendrick County 4-H Fairgrounds & Conference Complex 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 the Exhibitor.

18. Waiver of Claims: Each of the parties hereto waives all claims for damages against the other out of the damage of 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. Disputes and Provisions: Each provision of this Application & Contract is declared to be separate from ever other provision. If any provision is declared invalid or unenforceable, such invalidity shall not affect the other provisions within this Application & Contract which will 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 HHF & E. 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 the HHF&E.

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

21. Legal Fees & Costs: In the event that the HHF & E and IHC Inc.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, HHF & E and IHC Inc. shall be entitled to recover all of its reasonable costs and expense, including reasonable costs of collection and reasonable attorney’s fees from said Exhibitor.

22. Miscellaneous: This Application & Contract: May not 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, medication, or discharge is sought;

(a) Contains the entire agreement between the parties regarding the subject matter discussed herein;

(b) Shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, representative successors, and assigns.

SIGN HERE _____ DATE _____

HHF & E COMMITTEE USE ONLY

PAYMENTS

| Acceptance of Contract | Date | Check # | Amount Received | Balance Due |
|------------------------------|------|---------|-----------------|-------------|
| Space(s) Assigned _____ | | | \$ | \$ |
| | | | \$ | \$ |
| Date: _____ Total Fee: _____ | | | \$ | \$ |
| Accepted By: _____ | | | \$ | \$ |
| | | | \$ | \$ |