



Piedmont Horse Expo 2009

Culpeper Agriculture Enterprise • March 28, 2009 • Culpeper, Virginia

Terms and Conditions for Exhibit Space

1. The **Piedmont Horse Expo** (called here after the "Event") is to be held at the Culpeper Agriculture Enterprise, Culpeper, VA, March 28, 2009.
2. **Vendor Eligibility:** Individuals or businesses with products, services or activities related to the horse industry may apply to exhibit at the Piedmont Horse Expo. Event Management reserves the right to review and reject any application for Exhibit Space without explanation or prejudice.
3. **Contract and Payment:** The Contract for Exhibit Space must be completed and signed by the Exhibitor or an authorized representative of the Exhibitor and must be returned by March 2, 2009 with a non-refundable payment of exhibit space costs. Booth spaces may not be reserved until payment in full is received. All payments are due in U.S. dollars. Upon receipt by Event Management, the Contract for Exhibit Space shall constitute a binding contract. If, due to a circumstance beyond the control of Event Management, the show should be canceled, the contracted Exhibitor shall waive any claims for damages or compensation.
4. **Payment Terms:** All exhibit fees and all costs related to the Exhibitor's participation in the Event must be paid to Rappahannock Animal Welfare League (RAWL) prior to move-in of Exhibitor's display. If Exhibitor fails to pay any or all fees in a timely manner Event Management reserves the right, in its sole discretion, to cancel Exhibitor's contract and resell the Assigned Space. In all cases, Exhibitor remains liable for payment of all fees set forth in this Contract for Exhibit Space. If a suit is instituted to collect past due amounts, Exhibitor agrees to pay actual costs and expenses of collection in addition to reasonable attorney fees, court costs, and interest at the maximum prevailing rate.
5. **Space Assignment and Allocation:** Event Management will endeavor to assign space in order of receipt of applications and wherever possible in accordance with Exhibitor's preference. Consideration will, however, be given to the products to be exhibited and any special exhibitor needs, and in extenuating circumstances, Event Management shall be entitled, at its sole discretion, to reassign space, even if already assigned, for the purpose of enhancing the exhibition. Exhibitor agrees to accept reassignment. Event Management does not guarantee assignment for any specific location and reserves the final assignment of space.
6. **Exhibitor Services:** Limited electrical connections are available, on a first come basis. Electrical extension cords must be 3-wire with ground.
7. **Damage:** No Exhibitor is to cause any harm, injury or damage to any wall or other surface at the Event. Nails, hooks, screws, gummed or adhesive stickers are prohibited in all parts of the venue. Exhibitor is liable for and agrees to pay for any and all damage to the Culpeper Agriculture Enterprise venue and/or equipment owned by the venue which is caused by Exhibitor or Exhibitor's representative, agents, employees, or invitees.
8. **Amenities:** Exhibitor acknowledges and agrees that the booth rate only includes the booth space. Any additional equipment or services which are used such as tables, chairs, electric cords, etc. is the responsibility of the Exhibitor.
9. **Promotional Materials:** All promotional materials of any kind, including brochures, leaflets, newspapers, pamphlets, magazines, or banners shall be confined Exhibitor's assigned exhibit space. Advertising materials that are optical, moving or acoustical are permitted provided they do not disturb or interfere with neighboring Exhibitors and/or do not interfere with the show's public address system. Any animals must be properly confined.
10. **Subletting of Space:** The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment or materials from other firms other than its own in the exhibit space without written consent of the management.
11. **Dismantling of Exhibits:** The Exhibitor agrees not to dismantle any displays or remove goods until the close of the show on Saturday at 5:00 pm. Any Exhibitor that violates this rule may not be invited back at the sole discretion of Event Management. The Exhibitor also agrees to remove the exhibit, equipment and appurtenances from the show building by the final move-out time. In the event of failure to do so, the Exhibitor agrees to pay such additional costs as may be incurred. Exhibitor shall agree to indemnify and hold harmless Event Management for any cost or liability incurred for such removal.
12. **Venue/Date Change or Cancellation of Event:** Event Management reserves the right to change the dates and/or venue of the exhibition, and shall not be liable in damages or otherwise by reason of any such change. In addition, Event Management shall not be liable in damages or otherwise for failure to carry out the terms of this Agreement in whole or in part where caused directly or indirectly by, or in consequence of fire, storm, flood, war, rebellion, terrorism, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Event Management whether similar to or dissimilar from the causes enumerated herein. In such event, Event Management will not be responsible for the refund of the space booking charge nor liable for damages.
13. **Unoccupied Space:** Where the Exhibitor does not occupy space contracted for by 9:30 am on Saturday morning, March 28, 2009, Event Management shall have the right to utilize such space in any manner they choose. This will in no way release the contracted Exhibitor nor shall the Exhibitor be entitled to a refund.
14. **Video and Photography:** All video and still photography of any show exhibit and/or exhibit staff taken by an agent of the Piedmont Horse Expo will remain the property of Piedmont Horse Expo for use in promoting current and future events or for use of any other purpose.
15. **Compliance with Laws:** Exhibitor shall abide by and observe all federal, state, and local laws, ordinances, rules and regulations and shall obtain all necessary permits and licenses at Exhibitor's cost. Any such violation may result in Event Management, at its sole discretion, causing Exhibitor to immediately cease its operations and vacate the Assigned Space.
16. **Taxes:** All taxes, including sales, FICA, and any other taxes arising out of or in connection with Exhibitor's use of the Assigned Space, are the sole responsibility of the Exhibitor.
17. **Cancellation by Event Management:** Event Management reserves the right to cancel this contract and to withhold possession of exhibit space or remove Exhibitor from exhibit space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the show rules and regulations. In which case the Exhibitor shall forfeit as liquidation damages all space rental payments made by the Exhibitor and any further occupancy of such space.
18. **Cancellation by Exhibitor:** Exhibitor shall be liable for 100% of the total contracted space costs. In the event of cancellation by an Exhibitor, Event Management shall have the right to use said space to suit its own convenience, including selling the space to another Exhibitor, without any rebate or allowance to the cancelled Exhibitor. Event Management assumes no responsibility for including the cancelled Exhibitor's name or product description in its show guide, brochures, news releases or promotional content.

19. **Liability:** Exhibitor agrees to indemnify, defend, protect, hold and save forever harmless Piedmont Horse Expo Event Management and their principals, officers, agents, volunteers, guests, employees, or other representatives thereof (hereinafter collectively called Indemnities) 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 Exhibitor agrees that Indemnities shall not 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, the Exhibitor's officers, agents, employees or other representatives resulting from theft, fire, water, accident, or any other cause, including negligence of Piedmont Horse Expo Management. Exhibitor assumes any and all risk of loss or injury to any personal property kept at the venue and agrees to release and hold harmless the Indemnities there from. Exhibitor also agrees that Exhibitor will obtain insurance against 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. Exhibitor acknowledges and agrees that the Indemnities have no responsibility to acquire or provide insurance for liability, mortality, loss of use, medical or surgical care, or any other insurance coverage for any horse within the care, custody or control of Exhibitor, for Exhibitor, for Exhibitor's personal property, or for any other person or person's property, and that Exhibitor must obtain such insurance at Exhibitor's own expense if it is desired. Exhibitor agrees to indemnify and hold the Indemnities harmless from any and all claims, suits, or judgments arising out of any subrogation interest of any insurer of Exhibitor, and Exhibitor further agrees to defend the Indemnities against any and all such subrogation claims and to indemnify the Indemnities for any costs of defending such claims, including attorney's fees.
20. **Non-guarantee:** Piedmont Horse Expo makes no representation or warranties regarding the number of persons who will attend the show. Exhibitor understands that neither Piedmont Horse Expo nor its agents or representatives guarantees attendance at the Piedmont Horse Expo nor any financial gain to any exhibitor participating in the show. Each Exhibitor also understands that tickets to the show will be sold exclusively by Event Management and the Exhibitor is not entitled to any proceeds from ticket or concession sales.
21. **Insurance:** Exhibitor will, at its own expense, procure and maintain in force during the term of installation, exhibition, and dismantling, insurance coverage.
22. **Disputes/Stipulations:** Each stipulation of this Contract for Exhibit Space is declared to be separate from every other stipulation. If any stipulation is declared invalid or unenforceable, such invalidity shall not affect the other stipulations within this Contract for Exhibit Space, which shall remain in full force and effect as if the invalid stipulation had not been included herein. Event Management may dispel from the show venue for the duration of the show, any agent, contractor, or employee of the Exhibitor that conducts themselves in any manner offensive to Event Management, other Exhibitors, Exhibitor's representatives, or attendees.
23. **Consent to Venue:** Exhibitor and Piedmont Horse Expo Management hereby consent and agree that the Contract for Exhibit Space is deemed to be entered into the State of Virginia and is governed by and shall be construed solely in accordance with the laws of the State of Virginia. The Exhibitor consents to the jurisdiction of the courts of the State of Virginia for the resolution of any and all disputes and claims arising out of and/or relating to this Contract for Exhibit Space.
24. **Legal Costs and Fees:** Piedmont Horse Expo 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 in the event that the Piedmont Horse Expo is involved in any legal action with the subject Exhibitor concerning any of the terms and provisions of this Contract for Exhibit Space.
25. **Failure to Perform:** Should Exhibitor fail to observe any of the terms of this agreement or any of the rules and regulations as set forth in the exhibitor information packet he or she may be asked to leave the premises, at the sole discretion of the Event Management and may be prevented from further exhibits therein with forfeiture of exhibit space rental. Management shall not be responsible to Exhibitor for any financial loss arising out of Exhibitor's use of the facility, or facility policy – including power interruptions, utility failures, terrorism, bomb threat, or undue "acts of God" (i.e. flood, fire, and earthquake).
26. **Miscellaneous:** The Contract for Exhibit Space:
 - a. Contains the entire agreement between the parties regarding the subject matter herein, except that the terms of the "Release, Waiver, and Indemnity Agreement" signed by Exhibitor shall be, and hereby are, incorporated herein by reference;
 - b. Shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, representatives, successors, and assigns;
 - c. 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 any enforcement or any waiver, change, modification, or discharge is sought, and;
 - d. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of this document, which shall survive intact.