



The Virginia Equine Extravaganza

Terms and Conditions of Contract for Exhibit Space, 2008

1. Produced and managed by Moonlark, INC. (called here after VEE, ML or Show Management), The Virginia Equine Extravaganza (called here after the "Event") is to be held at the Richmond Raceway Complex (RRC), Richmond, VA, Oct. 31-Nov. 2, 2008.
2. **Vendor Eligibility:** Individuals or businesses with products, services or activities related to the horse industry may apply to exhibit at the Virginia Equine Extravaganza. ML reserves the right to review and reject any application for Exhibit Space without explanation or prejudice.
3. **Contract and Payment:** This Contract for Exhibit Space must be completed and signed by the Exhibitor or an authorized representative of the Exhibitor and must be returned with a non-refundable deposit in the amount of 50% of the total exhibit space costs. The remaining 50% balance must be received on or before July 1, 2008. Applications received after July 1, 2008 must be accompanied by full payment. Balances paid after July 31st will be charged a 10% late fee. Exhibitor forfeits space without refund if balance is not paid in full by Sept. 1, 2008. Booth spaces may not be reserved until payment in full is received. All payments are due in US dollars. Exhibitor understands and agrees that no portion of the exhibit fee is refundable and Exhibitor is responsible for the entire exhibit fee. Upon receipt by ML, the Contract for Exhibit Space shall constitute a valid and binding contract. If, due to a circumstance beyond the control of ML, the show should be cancelled, the contracted Exhibitor shall waive any claims for damages or compensation.
4. **Payment Terms:** All exhibit fees and all costs related to Exhibitor's participation in the Event must be paid to ML prior to move-in of Exhibitor's display. If Exhibitor fails to pay any or all fees in a timely manner ML 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:** ML will endeavor to assign space in order of receipt of applications and wherever possible in accordance with Exhibitor's choice and preference. Consideration will, however, be given to the products to be exhibited and any special exhibitor needs, and in extenuating circumstances, ML 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. ML does not guarantee assignment for any specific location and reserves the final assignment of space. In the case of such reassignment ML agrees to return promptly to Exhibitor any excess space rental fees paid by Exhibitor.
6. **Exhibitor Services:** Exhibitor agrees to abide by and comply with the regulations and policies concerning each official service contractor designated by EE. Exhibitor must order all electrical supplies through the official electrical contractor, and all electrical fitting, lighting and other devices must be in accordance with the regulations of governmental authorities, the venue and EE. Exhibitor must not tamper with nor draw power from any source other than that supplied to it by the official contractor or EE. Exhibitor is responsible for contracting 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 of employees of EE and EE will not be liable to any exhibitor or any other person for any act or omission of any service contractor. 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 EE. 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 EE venue and/or equipment owned by the venue which is caused by Exhibitor or Exhibitor's representative, agents employees, or invitees.
8. **Amenities:** Any furniture, carpet, electricity, carpentry, wiring connections or other booth enhancements or services shall be installed at exhibitor's expense. Booth includes pipe and drape only. Pipe and drape is not included with bulk space.
9. **Promotional Materials:** All promotional materials of any kind, including brochures, leaflets, newspapers, pamphlets, magazines, or banners shall be confined to Presenter'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. Exhibitors shall not use music from any source which requires permission from the copyright owner unless they have obtained a license in advance to perform such music, paid any fees required, and provided EE with a copy of a fully executed license agreement. Exhibitor agrees to indemnify EE 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.
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 Sunday at 5:00 pm. Any exhibitor that violates this rule may not be invited back at the sole discretion of EE. 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 for such additional costs as may be incurred. Exhibitor shall agree to indemnify and hold harmless VEE for any cost or liability incurred for such removal.
12. **Venue/Date Change or Cancellation of Event:** ML reserves the right to change the dates and/or the venue of the exhibition, and shall not be liable in damages or otherwise by reason of any such change. In addition, ML 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 ML whether similar to or dissimilar from the causes enumerated herein. In such event, ML 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 a.m. on Friday morning, October 31, 2008, ML shall have the right to utilize such space in any manner he chooses. This will in no way release the contracted exhibitor nor shall Exhibitor be entitled to a refund.
14. **Deliveries:** Deliveries of merchandise to Exhibitor shall be made only under the conditions and at the times specified in the exhibitor packet. ML and the RRC shall not be responsible for any loss or theft of Exhibitor's merchandise or equipment during any period of the Event or during set-up and dismantling. Exhibitor understands and agrees that the Event's security service is a presence to inhibit theft. Neither ML nor RRC nor their agents or contractors neither offers nor accepts responsibility for Exhibitor's property of any kind.
15. **Exhibition of Horses:** Exhibitors whose Assigned Spaces are located in a designated horse breed exhibit area at EE may feature horses as part of their exhibit. Any Exhibitor that includes one or more horses as part of the exhibit is expected to: 1) have full knowledge and control of the horse(s), 2) be sure that the horse(s) are conditioned to large crowds in close proximity, and 3) abide by all of the EE Rules and Regulations for horses at EE. Horses are to be stabled only in stalls provided by EE.
16. **Video and Photography:** All video and still photography of any show exhibit and / or exhibit staff taken by an agent of EE will remain the property of EE for use in promoting current and future events or for use of any other purpose.
17. **Compliance with Laws:** Exhibitor shall abide by and observe all federal, state and local laws, ordinances, rules and regulations, all rules of RRC, and shall obtain all necessary permits or licenses at Exhibitor's cost. Any such violation may result in ML, at its sole discretion, causing Exhibitor to immediately cease its operations and vacate the Assigned Space.
18. **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 each Exhibitor.
19. **Trademarks/ Copyrights:** Exhibitor assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; and Exhibitor agrees to indemnify and hold harmless ML, its employees, agents or representatives, from all damages, cost and expenses in law or equity for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Exhibitor in connection with this Agreement.

20. **Cancellation** by ML: Show 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. ML shall immediately be reimbursed by Exhibitor for any cost or expense ML incurs in said removal of Exhibitor's exhibit or portions thereof.
21. **Cancellation** by Exhibitor: An Exhibitor may cancel, withdraw or reduce exhibit space subject to the following conditions and restrictions: a. The Exhibitor shall give ML notice in writing by certified mail, return receipt requested, of the Exhibitor's intention to cancel, withdraw or reduce exhibit space. b. If notice of cancellation is received before July 1, 2008 the Exhibitor shall be liable for 50% of the total contracted space costs. c. If notice of cancellation is received July 1, 2008 or later, the Exhibitor shall be liable for 100% of the total contracted space costs. d. In the event of cancellation by an Exhibitor, Show 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. Show Management assumes no responsibility for including the cancelled Exhibitor's name or product description in its show guide, brochures, news releases or promotional content. e. In the event the Exhibitor requests a space reduction from the originally assigned space prior to July 1, 2008 the Exhibitor shall be liable for 20% of the relinquished space, plus the cost of the new space. f. In the event the Exhibitor requests a space reduction from the originally assigned space between July 1, 2008 and the first day of the show, the Exhibitor shall be liable for 100% of the relinquished space. This amount is considered to be liquidated and agreed upon damages for any damages ML may suffer as a result of Exhibitor's cancellation or cancellation of the show. This is a bona fide provision and shall not be considered a penalty. Cancellation date shall be the date such notice is received in writing by ML.
22. **Liability:** Exhibitor agrees to indemnify, defend, protect, hold and save forever harmless ML and RRC and their principles, 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 ML or RRC. Exhibitor assumes any and all risk of loss or injury to any personal property kept at the VEE 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 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.
23. **Non-Guarantee:** Moonlark INC., /VEE makes no representations or warranties regarding the number of person who will attend the show. Exhibitor understands that neither VEE nor its agents or representatives guarantees attendance at the Virginia Equine Extravaganza 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 ML and the Exhibitor is not entitled to any proceeds from ticket or concession sales.
24. **Insurance: Exhibitor** will, at its own expense, procure and **maintain in force** during the term of installation, exhibition, and dismantling, the **following** primary insurance coverage:
- 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) - \$50,000; 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 ML) clauses contained in this Contract for Exhibit Space.
 - Employer's liability** insurance with minimum limits of \$100,000 per accident.
 - 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 Richmond International Raceway grounds.
 - Worker's Compensation** coverage in full compliance with federal and state laws.
- ML and RRC shall be named as additional insured and Exhibitor will **furnish a copy of certificate of insurance with contract.**
25. **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. ML shall resolve any matter or dispute not covered by this Contract for Exhibit Space. Exhibitor agrees to abide by the resolution, decision or ruling adopted by ML in the event of any dispute regarding the implementation of the Contract for Exhibit Space. Show 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 VEE, other Exhibitors, Exhibitor's representatives or attendees.
26. **Consent to Venue:** Exhibitor and ML hereby consent and agree that this Contract for Exhibit Space is deemed to be entered into the State of Maryland (Anne Arundel County) and is governed by and shall be construed solely in accordance with the laws of the state of Maryland. The Exhibitor consents to the jurisdiction of the courts of the state of Maryland for the resolution of any and all disputes and claims arising out of and/or relating to this Contract for Exhibit Space. However, nothing herein shall obligate ML 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 Maryland.
27. **Legal Costs and Fees:** ML 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 ML is involved in any legal action with the subject Exhibitor concerning any of the terms and provisions of this Contract for Exhibit Space.
28. **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 by in the exhibitor information packet he or she may be ask to leave the premises, at the sole discretion of ML 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, earthquake)
29. **Miscellaneous:** This Contract for Exhibit Space:
- 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;
 - Shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, representatives, successors, and assigns;
 - 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; and
 - 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.