



Equine Extravaganza

2010 Contract for Booth Space

October 29-31, 2010
 The Meadow Event Park
 13111 Dawn Boulevard, Doswell, VA 23047

Company Name _____
 (As you want to be listed in the program and on signage)

Select: New Exhibitor -or- Returning Exhibitor (if returning, also select): Same Space -or- Request Space Change

Contact Person: _____ Title: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Company Phone Number: _____ Cell Phone: _____

Company Fax Number: _____ Email: _____

Company Website: www. _____

Products or Services: **All exhibitors must complete and return the Product and Services Detail Form** Number of Hours Needed for Setup: _____

Booth Space and Stall Rental

Farm Bureau Center		Totals	Booth Location	Space Requested
1 (10' x 10') Booth	_____ X \$695.00	\$	Check One: <input type="checkbox"/> Farm Bureau Center <input type="checkbox"/> Farm Bureau Annex <input type="checkbox"/> Meadow Pavilion <input type="checkbox"/> Festival Loop <input type="checkbox"/> Southern States Legends Stable Outside Space prices are for space only. Exhibitors must provide their own tent & amenities. Non-Profit: 501(c)(3), breed or horse sport association, organization, club, school, rescue, or other charitable entity. Number of Exhibitor Badges per Space: Please refer to Exhibitor Sign and Badge Form for badge allotment per space.	In Order of Preference: 1st _____ 2nd _____ 3rd _____ 4th _____ Every attempt will be made to assign your first booth space preference; or we will assign the next best available space. Returning Exhibitors: Space will be held only with deposit and contract received by February 25, 2010. If not received, spaces will be assigned on a first-come, first-served basis.
2-4 (10' x 10') Booths	_____ X \$675.00	\$		
5 or More (10' x 10') Booths	_____ X \$625.00	\$		
1 (10' x 10') Non-Profit	_____ X \$595.00	\$		
Bulk Space (1000 sq. ft. minimum)	_____ sq. ft. X \$2.75	\$		
Farm Bureau Annex and Meadow Pavilion				
1 (10'x10) Booth, Farm Bureau Annex	_____ X \$500.00	\$		
1 (10'x10) Booth, Meadow Pavilion (NP only)	_____ X \$350.00	\$		
Southern States Legends Stable				
Breed Booth and Stall	_____ X \$450.00	\$		
Additional Breed Stall(s)	_____ X \$250.00	\$		
Stallion Booth and Stall	_____ X \$550.00	\$		
Additional Stallion Stall(s)	_____ X \$350.00	\$		
Clinic Stall or Tack Stall	_____ X \$175.00	\$		
Festival Loop (Outside Space)				
Non-Profit 10' x 10' Space	_____ X \$275.00	\$		
Bulk Space (500- 2000 sq. ft.)	_____ sq. ft. X \$2.00	\$		
Bulk Space (2000+ sq. ft.)	_____ sq. ft. X \$1.80	\$		
	<i>Add \$75.00 Per Corner Space</i>	\$		
	<i>Add \$75.00 Per Premium Space</i>	\$		
	<i>_____ Number of Additional Program Listings at \$75.00 Each</i>	\$		
	<i>_____ Number of Additional Program Categories at \$25.00 Each</i>	\$		
	<i>_____ Number of Extra Badges at \$15.00 Each</i>	\$		
	<i>Total</i>	\$		
	<i>Deposit (50% Due with Contract)</i>	\$		
	<i>Balance (Due by July 1, 2010)</i>	\$		

Payment: A non-refundable 50% deposit is due with contract. The remaining 50% balance is due by July 1, 2010. Contracts submitted after July 1, 2010, require payment in full with the contract. Stall fees are due, in full, with contract and are **non-refundable**. Space is not confirmed until Equine Extravaganza receives completed contract & check. **Balances paid after July 31st will be charged a 10% late fee. Exhibitor forfeits space without refund if balance isn't paid in full by Sept. 1, 2010.**

Certificate of Insurance: Must name Equine Extravaganza, Moonlark Inc. and The Meadow Event Park named as additional insured and must be submitted 60 days prior to event, with a late charge of \$30.00 for certificates received less than 30 days before the event.

Mail Contracts: Photo copy filled out contract and return two signed originals with check to Equine Extravaganza, 640 Owl Court, Arnold, MD 21012, 410-349-9333

Acceptance and Agreement: By signing this Contract for Booth Space, the person signing expressly represents and warrants Equine Extravaganza that he/she is authorized by the exhibitor to bind it to the Terms and Conditions of this Contract and the 2010 Rules and Regulations of the Equine Extravaganza. The signer of this Contract understands and agrees that he/she is personally bound and liable pursuant to the Terms and Conditions hereof in the event that such authority to bind the exhibitor does not exist.

Method of Payment: Enclosed is Check No. _____ in the amount of \$ _____. All Contracts received after July 1, 2010 must be accompanied by payment in full. **Make checks payable to: Equine Extravaganza**

I have read and agree to the Terms & Conditions and Rules and Regulations of this contract.

Mail to:
 Equine Extravaganza
 640 Owl Court
 Arnold, MD 21012

Signature: _____ Date: _____

Print Name and Title: _____

For Office Use Only: Acceptance of Contract by Equine Extravaganza

Sales Associate: _____	Payment Tracking			
	Date	Check #	Amount	Balance Due
Assigned Space: _____			\$	
Date: _____			\$	
Total Fee: _____		Total	\$	



The Equine Extravaganza

2010 Terms and Conditions of Contract for Booth Space

1. Produced and managed by Moonlark, Inc. (called here after EE, ML, or Show Management), **Equine Extravaganza** (hereinafter referred to as the "EVENT") is to be held at The Meadow Event Park (hereinafter referred to as the "FACILITY"), 13111 Dawn Blvd., Doswell, VA, October 29–31, 2010.
2. **Vendor Eligibility:** Individuals or businesses with products, services, or activities related to the horse and/or canine industries may apply to exhibit at the Equine Extravaganza. EE reserves the right to review and reject any Contract for Booth Space without explanation or prejudice.
3. **Contract and Payment:** This Contract for Booth 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 booth space fee. The remaining 50% balance must be received on or before July 1, 2010. Applications received after July 1, 2010, 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 September 1, 2010. Booth space(s) may not be reserved until payment in full is received. All payments are due in U.S. dollars. Exhibitor understands and agrees that no portion of the booth space fee is refundable and Exhibitor is responsible for the entire booth space fee. Upon receipt by EE, the Contract for Booth Space shall constitute a valid and binding contract. If, due to a circumstance beyond the control of EE, the show should be cancelled, the contracted Exhibitor shall waive any claims for damages or compensation.
4. **Payment Terms:** All booth fees and costs related to Exhibitor's participation in the Event must be paid to EE prior to move-in of Exhibitor's display. If Exhibitor fails to pay any or all fees in a timely manner EE 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 Booth 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:** EE will endeavor to assign space in order of receipt of contracts and wherever possible in accordance with Exhibitor's preferences. Consideration will, however, be given to the products to be exhibited and any special exhibitor needs, and in extenuating circumstances, EE shall be entitled, at its sole discretion, to reassign space, even if already assigned, for the purpose of enhancing the EVENT. Exhibitor agrees to accept of any reassignment. EE does not guarantee assignment for any specific location and reserves the final assignment of space. In the case of such reassignment EE agrees to return promptly to Exhibitor any excess booth space fee 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 FACILITY, 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 or 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 FACILITY. Exhibitor is liable for and agrees to pay for any and all damage to the EE FACILITY 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 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 event'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 of 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 entity in the booth space without written consent of Show 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 will be charged \$150.00 and at the sole discretion of EE, may not be invited to participate at future events. The Exhibitor also agrees to remove the exhibit, equipment, and appurtenances from the event buildings by the final move-out time. In the event of failure to do so, the Exhibitor agrees to pay for such additional costs which may be incurred. Exhibitor shall agree to indemnify and hold harmless ML/EE/Show Management 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 booth space fee or liable for damages.
13. **Unoccupied Space:** Where the Exhibitor does not occupy space contracted for by 9:00 am on Friday morning of the event EE shall have the right to utilize such space in any manner chosen. This does not 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. EE and the FACILITY 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. EE, ML, nor the FACILITY, their agents, or contractors offer or accept responsibility for Exhibitor's property of any kind.
15. **Exhibition of Horses:** Exhibitors assigned spaces 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: (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) 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 event 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 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 the FACILITY, and shall obtain all necessary permits or licenses at Exhibitor's cost. Any such violation may result in EE, 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 EE, its employees, agents, or representatives, from all damages, costs, 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: EE and or Show Management reserves the right to cancel this contract and to withhold possession of exhibit space or remove Exhibitor from booth space if the Exhibitor fails to perform any material condition of this contract or refuses to abide by the event's 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. EE shall immediately be reimbursed by Exhibitor for any cost or expense EE incurs in said removal of Exhibitor's exhibit or portions thereof.
21. **Cancellation** by Exhibitor: An Exhibitor may cancel, withdraw, or reduce booth space subject to the following conditions and restrictions: (a) the Exhibitor shall give EE 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, 2010, the Exhibitor shall be liable for 50% of the total contracted booth space fees, (c) if notice of cancellation is received July 1, 2010, or later, the Exhibitor shall be liable for 100% of the total contracted booth space fees, (d) in the event of cancellation by an Exhibitor, EE 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. EE assumes no responsibility for including the cancelled Exhibitor's name or product description in its Event program, brochures, news releases, or promotional content, (e) in the event the Exhibitor requests a space reduction from the originally assigned booth space prior to July 1, 2010, the Exhibitor shall be liable for 20% of the relinquished space, plus the cost of the new booth space or, (f) in the event the Exhibitor requests a space reduction from the originally assigned space between July 1, 2010, and the first day of the event, 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 EE may suffer as a result of Exhibitor's cancellation or cancellation of the event. 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 EE.
22. **Liability:** Exhibitor agrees to indemnify, defend, protect, hold and save forever harmless EE, ML, and the FACILITY 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. 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 THE FACILITY. Exhibitor assumes any and all risk of loss or injury to any personal property kept at the EVENT FACILITY 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'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:** ML, EE, and Show Management make no representations or warranties regarding the number of person who will attend the event. Exhibitor understands that neither ML, EE, and Show Management 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 EE 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 Booth 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 \$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 FACILITY.
 - Worker's Compensation** coverage in full compliance with federal and state laws. ML, EE, and the FACILITY shall be named as additional insured and Exhibitor will furnish a copy of Certificate of Insurance with this contract.
25. **Disputes/Stipulations:** Each stipulation of this Contract for Booth 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 Booth Space, which shall remain in full force and effect as if the invalid stipulation had not been included herein. EE shall resolve any matter or dispute not covered by this Contract for Booth Space. Exhibitor agrees to abide by the resolution, decision or ruling adopted by EE in the event of any dispute regarding the implementation of the Contract for Booth Space. Show management may dispel from the FACILITY for the duration of the event, any agent, contractor, or employee of the Exhibitor that conducts themselves in any manner offensive to EE, other Exhibitors, Exhibitor's representatives or attendees.
26. **Consent to Venue:** Exhibitor and EE hereby consent and agree that this Contract for Booth 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 Booth Space. However, nothing herein shall obligate EE 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:** EE/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 EE/ML is involved in any legal action with the subject Exhibitor concerning any of the terms and provisions of this Contract for Booth Space.
28. **Failure to perform:** Should Exhibitor fail to observe any of the Terms and Conditions 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 EE and may be prevented from further exhibits therein with forfeiture of exhibit space rental. EE 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).
29. **Miscellaneous:** This Contract for Booth 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.