



2011 Rules and Regulations

All exhibitors and at the 2011 EQUINE EXTRAVAGANZA (hereinafter called EE) are subject to and bound by the Terms and Conditions set forth within the 2011 Contract for Booth Space and the following 2011 Rules and Regulations

Title of Event: Equine Extravaganza

Organizer: Moonlark, Inc., 640 Owl Court, Arnold, MD 21012

Location of Event: The Meadow Event Park, Doswell, VA

1. **Safety:** Exhibitor will, at all times, take necessary precautions to ensure the safety of all EE participants and attendees, the Exhibitor's staff and guests, and all other persons at EE.
 - a) No open flames, flammable liquids, or flammable gases are allowed on EE premises.
 - b) All fabrics and decorative material used in Exhibitor's Assigned Space must be flame retardant.
 - c) Smoking is not permitted inside any EE building or stabling area. Exhibitor will abide by all applicable fire codes as prescribed by the fire marshal in Caroline County, VA.
2. **Exhibit Space:**
 - a) **Use and Design of Exhibits:** Exhibits at EE shall be in good taste, attractive, well designed and constructed, and have an equestrian or canine theme. Exhibitors are discouraged from selling products which may be considered unethical or inhumane. EE reserves the right to decline or prohibit any exhibit or portion thereof, exhibitor, representative, or proposed exhibit which, in the opinion of EE, is not suitable to or in keeping with the spirit and intent of EE.
3. **Exhibit Space:** Exhibits must conform to the size of the assigned space, be less than 8' tall, and be placed and constructed in such a way as to not interfere with other exhibits. Materials or products may be as high as 8' at the back of the assigned space, up to a distance of 5' from the back drape. Exhibitors may not, without prior written consent of EE, construct high side walls or display merchandise in such a way that obstructs the view of adjacent exhibit space. Requests must be made at least 60 days prior to the event. No exhibit may obstruct any public aisle or exit. Assigned space must provide enough room for exhibitor personnel. Any exhibits with unattractive or unfinished portions exposed, including at the rear or sides, must be acceptably covered at the Exhibitor's expense to the satisfaction of EE. All aisles must be kept free of equipment, displays, etc., at all times during EE.
4. **Personnel:** Exhibitor shall maintain at least one responsible person in assigned space at all times during designated event hours. Exhibitors shall be responsible for the conduct of all employees, visitors, and guests of Exhibit, in or near the assigned space, and shall make all such employees, visitors, and guests familiar with the EE Rules and Regulations. EE may dispel from the venue 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 representatives, or attendees.
5. **Products:** Displays shall be limited only to approved products and services listed on the Product Summary and that are part of Exhibitor's ongoing business. No products may be displayed that EE, at its sole discretion, deems inappropriate, offensive, or competitive to products of EE or any other cooperative agents. No sales exclusivity is extended to any Exhibitor unless specifically negotiated with EE and noted in the Product Summary. Two or more companies may not exhibit in a single space without the expressed written approval of EE.
6. **Promotional Materials:**
 - a) Promotional or 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 and paid any required fees. 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.
 - b) All promotional materials of any kind, including brochures, leaflets, newspapers, pamphlets, magazines, or banners shall be confined to Exhibitor's assigned exhibit space. No Exhibitor is to cause any harm, injury, or damage to any wall or other surface at EE. Nails, hooks, screws, or gummed or adhesive stickers are prohibited in all parts of the venue. Exhibitor is not permitted to attach any banners, signs, or other decorations to any area other than their assigned space. Exhibitor is liable for, and agrees to pay for, any and all damage to the EE venue and/or equipment owned by the venue noted at the conclusion of the event which is caused by Exhibitor or Exhibitor's representative(s), agent(s), employee(s), or guest(s).
7. **Contests:** Any contest or giveaway must be conducted in accordance with all applicable federal, state, and local laws.
8. **Solicitation of Funds:** Funds for any educational, political, or charitable corporation or association, or any other corporation, association, group, individual, or cause of any kind, or character shall not be solicited by Exhibitor without the written consent of EE.
9. **Pets:** No dog, cat, or other live animal—other than service animals or horses/ponies/dogs participating in an educational session—will be permitted inside any building at EE.
10. **Access:** Exhibitor agrees to provide access to Exhibitor's Contracted Booth Space at all times for EE security staff, maintenance staff, building supervisor, and EE staff.
11. **Exhibitor sales of food or beverage** for consumption at EE are strictly prohibited by The Meadow Event Park.
12. **Entering other Exhibit Space:** No exhibit space may be entered before or after trade show hours without expressed permission of the Exhibitor whose space is being entered.
13. **Balloons** are strictly prohibited at EE as they may frighten horses and therefore may not be sold, distributed, or used as part of a display.
14. **Support of the Event:** Exhibitor shall not make any promotional effort that has the effect of drawing EE attendees away from the venue to any other location. Nor shall the Exhibitor promote in any way within the EE venue any other equine-related trade show without the written consent of EE.
15. **Assigned Space Provisions:**
 - a) An 8' high back drape, two 3' high side drapes, one exhibitor ID sign with Exhibitor's name. NOTE: Bulk exhibits do not receive signage or draping.
 - b) All contracted Exhibitors will receive a listing, with an optional category listing, in the event program; a listing on the EE website; and exhibitor badges. Exhibitor is responsible for cleaning assigned exhibit space.

- 16. Exhibitor Services:** Services such as booth decorations, drayage, labor, aerial banner hanging, electric, phone, and camping accommodations must be ordered directly through the official service provider. Exhibitor is responsible for contracting with official service providers and no exhibitor may employ any other contractor for such services. Exhibitor agrees to abide by and comply with the regulations and policies concerning each official service contractor designated by EE. 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. Complete information, ordering instructions, and price lists regarding services are available to Exhibitor on the EE website at <http://www.equineextravaganza.com>.
- 17. Lost/Damaged Shipments:** Neither EE, The Meadow Event Park, nor any of its service contractors shall be liable or otherwise responsible for any lost shipments to or from EE 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 exhibit space and rental fees.
- 18. Exhibitor Badges:** EE will provide each exhibitor with a specific number of exhibitor badges based on the amount of exhibit space contracted. Additional Exhibitor badges may be purchased from EE; EE reserves the right to limit the quantity of badges sold. Three single-day tickets will be provided with each exhibitor badge and will be used to access the event. Exhibitor badges will only serve as a means of identifying exhibitors during trade show hours. Exhibitor employees, agents, and representatives are expected to wear their Exhibitor badges at all times. Exhibitor badges are to be used solely by Exhibitor personnel and are meant to facilitate the legitimate activities of the named Exhibitor. Any misuse of badges will cause them to be withdrawn and not replaced. Lost or forgotten Exhibitor badges will not be replaced. Any employee, agent, or representative of Exhibitor who is observed not wearing a badge will be asked to locate and wear his or her badge. Personnel without badges will be required to purchase badges or general admission tickets to gain access to the event.
- 19. Installation of Exhibits:** Move-in of each exhibit will be on Thursday, November 3, from 9:00 a.m. – 7:00 p.m., unless otherwise assigned by EE, and must be in complete order by 9:00 a.m. on the Friday 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 EE. 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. EE reserves the right to change the move-in schedule and advise Exhibitor of any such change.
- 20. Dismantling of Exhibits:** All exhibits must remain intact until the conclusion of the event at 5:00 p.m. on Sunday. Packing materials may not be brought in and display may not be dismantled prior to 5:00 p.m. Any exhibitor that violates this rule may, at the sole discretion of EE, not be invited to participate in future events. The entire exhibit and all of its contents shall be dismantled and removed from the exhibit hall and its property by 11:00 p.m. on Sunday, November 6th. In the event that Exhibitor fails to vacate the assigned space and remove all property, EE will be authorized and made the agent of that Exhibitor to remove the exhibit and property of said Exhibitor, and to store the same at a cost to the Exhibitor of no less than \$500 per day for each day that the Exhibitor's property remains at the event venue past the move-out deadline. Exhibitor shall be responsible for payment for any and all fees charged by the facility for failure to remove property by deadline. Exhibitor shall hold EE harmless for any cost or liability incurred with such removal. At its sole discretion, EE may excuse an Exhibitor from the event prior to the event's conclusion because of a medical emergency or other serious problem.
- 21. Exhibition of Horses:** Exhibitors with 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: 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 unless they request and receive prior written approval by EE. All horses are subject to the supervision of the veterinary authority of the State of Virginia and/or the United States of America. Horses that are not in compliance with State and Federal Veterinary Regulations will not be admitted to EE. A written copy of the applicable Veterinary Regulation(s) will be made available to those exhibiting horses at EE. Any Exhibitor who brings a horse(s) to EE will be personally responsible for any damage to a third party and/or any employee, agent, or representative of EE and/or any property of EE caused by the Exhibitor or the Exhibitor's horse(s). Exhibitors are required to obtain third-party insurance providing full coverage for participation in EE and must provide proof thereof to EE. EE reserves the right to require an Exhibitor to immediately remove any horse that the management of EE, at its sole discretion, deems unsafe or inappropriate for exhibition at EE. Stall space(s) will be assigned and given priority according to the date on which the application is received; however, management will assign stalls as deemed necessary to create an effective event. Individuals representing national or state organizations will be given first consideration. EE reserves the right to determine the eligibility of any exhibition not in keeping with the mission of the event and EE reserves the right to refuse stall space which in any way does not meet this mission. EE reserves the right to limit the number of horses from one breed or exhibitor due to time and space limitations. Subletting of stall space is strictly prohibited. Horses and exhibitors must be turned out in the best manner possible; clothing and tack appropriate for show are preferred. Poorly presented and unmannerly horses may be excused from demonstrations. Stallions will be permitted to leave the event venue for breeding or collection purposes; however, owners may forfeit their scheduled arena exhibition period. Please inform the Barn Manager in advance of any departure from EE. Any unruly or unsafe animal which is posing a threat to the safety of itself or another may be asked to depart from the event venue.
- 22. Security:** EE will provide reasonable security for the event by retaining uniformed security personnel. Such personnel will be on duty during the hours that EE is open to the public as well as during the hours that the event is closed. Security personnel will have final authority in any security 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 Moonlark, Inc., EE, nor The Meadow Event Park assumes responsibility for Exhibitor's property or consigned property before, during, or after EE.
- 23. Liability:** Although security will be furnished during EE, neither Moonlark, Inc., EE, nor The Meadow Event Park will be responsible for damage, loss, or theft of property belonging to Exhibitor, his agent, employees, business invitees, visitors, or guests. Exhibitor is required to carry insurance. Valuable materials should be secured by Exhibitor at the conclusion of the event each night. Exhibitor agrees to protect, save, and hold EE—and/or any person, organization, or corporation for whom EE contracts to serve as event management—harmless for any damages or charges imposed for violations of any law or ordinance, whether by the negligence of Exhibitor or those holding under negligence of any of the forgoing indemnified persons or entities, as well as to strictly comply within applicable terms and conditions in the contract agreement between the facility and EE regarding the exhibition premises; and, further, Exhibitor shall at all times protect, indemnify, and hold EE and/or facility forever harmless against and from any losses, costs (including attorney's fees), damage, liability, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including Exhibitor's occupy and use of the exhibition premises or a part thereof, except for those matters directly caused by the negligence of foregoing indemnified person or entities.
- 24. The decision of the show management** must be accepted as final in any disagreement between exhibitors or in the decision to remove from the show any exhibitor or exhibitor's representative performing any act or practice, which, in the opinion of management, is objectionable.
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 any other purpose.
- 25. All matters not covered in these conditions** are subject to the decision of show management and all exhibitors are to recognize that the show management is to be held harmless for any act of abnormality and for all activities within the actual Exhibitor's booth and acts performed by Exhibitor and/or his representative.
- 26. EE assumes no liability** and is not responsible for anything that may be lost, destroyed, or stolen and will be held blameless for any injury, death, or damage that may occur to an exhibitor, his or her employees, agents, or property, or for loss as a result of theft, fire, accident, or any other cause. Note: At the request of EE, every exhibitor/participant who handles a horse or cares for, rides, or transports a horse must sign a Release of Liability form. A representative who signs the Breed/Discipline/Stallion Parade Application/Contract is responsible for securing all participants' signatures on liability release forms.
- 27. Cancellations by EE:** If Exhibitor fails to make payment required by the contract in a timely manner, EE may terminate that contract and Exhibitor's participation in the Event without further notice and without obligation to refund monies previously paid. EE reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due EE. EE is expressly authorized, but has no obligation, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such a manner as it may deem best, and without releasing Exhibitor from any liability thereunder. EE may also terminate the contract without any obligation on EE's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.
- 28. Cancellation of the Event** if EE cancels the Event due to circumstances beyond the reasonable control of EE (such as an act of God, act of war, governmental emergency, labor strike, unavailability of the Exhibit Facility, or unforeseen economic factor), EE shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of cost and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor.
- 29. Moonlark, Inc. and EE** shall have absolute control over the implementation of these Rules and Regulations.