



# TERMS OF CONTRACT

## 1. DEFINITIONS

**COMMERCIAL** - Shall apply to all parties providing a product, service, or stallion for a commercial benefit.

**NON-PROFIT** - Shall apply to all non-profit organizations promoting particular equine-related activities.

**BREED ASSOCIATION/REGISTRY** - Shall apply to all recognized Associations/Registries that are responsible for the registry of a particular equine breed.

**FOR SALE** - Shall apply to all parties purchasing stall space for the purpose of selling a horse.

## 2. PAYMENTS AND TERMINATION OF CONTRACT

If the terms of payment as set forth on this contract are not met, the rights of Exhibitor to the space shall cease and terminate without notice. Space can be reassigned and no refunds will be made. Upon request for cancellation of space more than 3 months prior to show opening, a 2/3 payment will be refunded. From 3 months to 46 days before show opening, ½ will be refunded. During the last 45 days before show opening, no refunds will be made for any reason (exception - see section 12). Booths may not be set up or horses may not be moved into stalls until full payment is received.

## 3. COMPLIANCE WITH LAWS AND REGULATIONS

Exhibitor agrees to obey all State laws, local ordinances and regulations governing the use of the Fairgrounds; to abide by the rules and regulations of the State Fair Fire Marshall and Police; to obey all MN Horse Expo rules and regulations; and other public officials whose duties may regulate exhibits. All decorative materials used in displays must meet the flame proofing regulations of the State Fair. No tacks, nails, or screws may be driven into any walls, floor, or pillars of the facilities. No banners can be placed across aisles. No signs may be taped to walls. No stickers, pressure adhesives, helium balloons, etc., may be distributed. Helium balloons may be displayed with permission of the MN Horse Expo. Exhibitors cannot distribute food, including popcorn and beverages, unless approval has been obtained from the MN Horse Expo. All dogs must be on a leash no more than 6 ft in length and under control at all times. No dogs are allowed in the Coliseum or Horse Barn.

## 4. BOOTH CONSTRUCTION AND EQUIPMENT

The MN Horse Expo will provide an identification sign and number for each display booth space. Each booth will have 8-ft back drapes and 3-ft side drapes. The back drape and side drapes may not be moved or removed without the MN Horse Expo's approval. No signs, apparatus, construction, etc., may extend more than 8 ft above the floor in exhibit booth space. The exhibit may extend forward 4 ft from the rear wall at the 8-ft height, but further extension must be limited to a 3-ft height. Deviations from the 8-ft x 3-ft regulations as outlined above may be permitted with MN Horse Expo's approval in cases where exhibit space constitutes four-booth or more "island" or along perimeter of exhibits. The Exhibitor must drape unsightly structures at their own expense. We strongly recommend only professionally-made signs and floor coverings for your exhibit areas. Electricity is furnished, but please bring a 50-ft extension cord. Extra lighting is encouraged for booths in the Livestock (Cattle) Barn. For telephone or FAX installation in booths, please call (651) 288-4457. Live animal sales are prohibited in vendor booths.

## 5. HORSES AND HORSE STALLS

Horse Exhibitors will keep their horses on the premises at all times during exhibition hours. Bedding for horses will be furnished by the MN Horse Expo. Exhibitors will provide their own feeds and feeding equipment and will be responsible for maintaining the cleanliness of their stalls. **A current year negative Coggins is required on all horses per State regulations. Health certificates are required on all out-of-state (except for Wisconsin) horses.** Any sales or promotion of products and services is prohibited in the Horse Barn.

## 6. USE OF SPACE AND AISLES

No booths may extend into aisles and all aisles must be kept clear. Interviews, demonstrations, and distribution of literature must be done inside the Exhibitor's booth space. Aisles will be cleaned each day by Fairground personnel. Exhibitors must keep their booth space clean, carpet swept, and in good order. All exhibits must be attended during all show

hours: Friday and Saturday 8:30 am - 9:30 pm (Cattle Barn, Poultry/Sheep Barn, Dairy Building, and CHS Miracle of Birth Center close at 7:00 pm) Sunday 8:30 am - 5:00 pm. No loud speakers will be allowed by Exhibitors. Small sound amplification systems may be used, but the sound must be inoffensive to neighboring Exhibitors. The Exhibitor may not reassign this contract nor permit any other company to share the exhibit space without express permission from the MN Horse Expo Exhibit Director. Vendors may not exhibit, pass out literature, or put up signs outside their rented booth space unless permission has been granted from the MN Horse Expo Exhibit Director. No Exhibitor shall take photos for resale without MN Horse Expo permission.

## 7. REJECTION OF APPLICANTS AND EXHIBITORS

The MN Horse Expo reserves the right to reject any applicant for space at any time, and reserves the right to retake possession of any space by refunding to the applicant or Exhibitor the amount paid for space. Violations of any section of this agreement will result in immediate ejection of Exhibitor without refund.

## 8. CHANGES IN BOOTH LOCATION

The MN Horse Expo reserves the right to make such booth changes as it deems necessary for the good of the Show.

## 9. SECURITY AND LIABILITY

Security guards will be on hand during the show and move-in and move-out periods. The Fairgrounds and MN Horse Expo will take all reasonable precautions against damage or loss by theft, fire, storm, strikes, or other causes. However, neither MN Horse Expo nor the Fairgrounds will be liable for loss to Exhibitors from any of these causes or any cause whatsoever that may arise from the use and occupancy of exhibit space. In all cases, Exhibitors are required to carry fire and liability insurance covering trade shows and fairs which insures their goods and exhibits against damage and loss or personal injury, and provide a certificate of insurance.

## 10. CANCELLATION OF SHOW

If any portion of the facilities should be destroyed, damaged by fire, or otherwise rendered unusable, or if a strike makes it impossible for an Exhibitor to occupy the premises, the MN Horse Expo and its Management are released from any and all claims which might arise in consequence thereof.

If any other event or circumstance not caused by MN Horse Expo prevents an Exhibitor from erecting or staffing their exhibit for all or any part of the show period, the contractual responsibility between the Exhibitor and the MN Horse Expo shall be considered to be satisfied and there shall be no refund to the Exhibitor.

## 11. PUBLICITY RELEASE

In consideration for participation, the undersigned hereby grants to the Minnesota Horse Council and the Minnesota Horse Exposition, Inc., the right to use their name and likeness, and that of its employees and agents involved in the Expo, using video or audio, and use photographs in any association with the Minnesota Horse Council and the Minnesota Horse Exposition, Inc., in all media.

## 12. REIMBURSEMENT

Claims for reimbursement for horses not attending the MN Horse Expo due to an unavoidable illness must be accompanied by a veterinarian's certificate. Claims for reimbursement for display booth nonattendance due to illness must be accompanied by a physician's certificate. All claims must be submitted no later than May 31, 2012 and are subject to a \$25.00 administrative fee.

## 13. INDEMNIFICATION CLAUSE

Exhibitor agrees that if a claim or lawsuit is made against the Minnesota Horse Exposition, Inc., or the Minnesota Horse Council, Inc., their owners, shareholders, agents and/or employees for any injury or damage brought by, or allegedly attributable to, Exhibitor arising from Exhibitor's presence on the premises or Exhibitor's Contract for Space Rental, Exhibitor will pay all attorneys fees and costs reasonably incurred by the Minnesota Horse Exposition, Inc., and the Minnesota Horse Council, Inc., to defend that claim or lawsuit and will further reimburse and indemnify them for any judgment, expense, or other damage incurred.