

# 2023 Application for Commercial Exhibit Space

Application for exhibit space indicates the applicant's willingness to comply with all the terms of this contract (see second page).

**Contact Information** (Business name, contact person and contact information is published in Trade Fair Listing)

**Booth Identification Sign** should read as follows: \_\_\_\_\_

Contact Person: \_\_\_\_\_ AHA Account to be Billed: \_\_\_\_\_

Web Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

EIN OR SSN (\*\*REQUIRED FOR TAX PURPOSES\*\*): \_\_\_\_\_

NOTE: If trade fair listing, which is published, should be different than above, please indicate on a separate sheet and attach.

**Merchandise- Describe all merchandise and materials you wish to exhibit:**

You must submit a written request to AHA to change and/or add merchandise-exhibit material to the above list.

	Event Dates	Priority Assignment Deadline & 50% Payment Due	Final Payment Due	Cost Per 10 X 10
<b>Youth &amp; Mid Summer Nationals</b> <i>Oklahoma City, OK</i>	July 13-22, 2023	April 15, 2023	June 15, 2023	\$450- Inside \$250- Outside
<b>Ranch Horse Championship</b> <i>Loveland, CO</i>	September 2-3, 2023	June 15, 2023	August 15, 2023	\$125
<b>Sport Horse Nationals</b> <i>Wilmington, OH</i>	September 11-16, 2023	June 15, 2023	August 15, 2023	\$455 (Contact AHA)
<b>U.S. Nationals</b> <i>Tulsa, OK</i>	October 19-28, 2023	July 15, 2023	September 15, 2023	\$550- Inside \$650- East Exchange \$400- Outside

## Booth Information

	Previous Exhibitor?	# of 10X10 spaces needed (Over 400 feet 15% total discount)	Inside/ Outside	Booth Location	Deposit Required	Add'l Payment	Total Enclosed
<input type="checkbox"/> Youth Nationals	<input type="checkbox"/> Yes				50%		
<input type="checkbox"/> Ranch Horse Championship	<input type="checkbox"/> Yes				50%		
<input type="checkbox"/> Sport Horse Nationals	<input type="checkbox"/> Yes				50%		
<input type="checkbox"/> U.S. Nationals	<input type="checkbox"/> Yes				50%		
<b>TOTAL PAID:</b>							

Although your preferences will be considered, AHA makes absolutely no guarantee that the Exhibitor will receive any of the listed choices.

## Acceptance & Signatures

WE ACKNOWLEDGE THAT WE HAVE READ THE RULES GOVERNING EXHIBITORS LISTED ON THE REVERSE AND FRONT SIDE OF THIS AGREEMENT; WE AGREE THAT OUR USE AND OCCUPANCY OF THE ASSIGNED LEASE SPACE SHALL BE SUBJECT TO THESE RULES IN ALL RESPECTS; AND WE AGREE TO FULLY COMPLY WITH THESE RULES AND WITH THE RULES AND REGULATIONS OF AHA AS STATED ON THE FOLLOWING PAGE. **NO REFUNDS.**

EXHIBITOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>Method Of Payment</b> (US Funds Only)		
A required 3% Convenience Fee (calculated by AHA) will be added for electronic payments.		
A Convenience Fee charge does not apply if the customer submits payment by cash, check or money order.		
<input type="checkbox"/> Credit Card <input type="checkbox"/> Check Enclosed- Payable to AHA                    Check # _____		
<b>Credit Card#</b>		\$
Print Name as it appears on CC		
Exp Date	CVV	Signature
Credit Card Billing Address (include zip)		



## COMMERCIAL EXHIBITOR RULES AND REGULATION OF THE ARABIAN HORSE ASSOCIATION<sup>SM</sup> ("AHA<sup>SM</sup>")

**1) GENERAL:** This Application for exhibit space, when executed properly, shall be considered a binding agreement ("Agreement") between the parties, and shall be construed in accordance with and governed by the laws of the State of Colorado. If any provision in this Agreement is held invalid, all other provisions shall remain in full force as if the invalid provision had not been included. This Agreement may not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver. All matters or disputes not covered by this Agreement shall be resolved by AHA. In the event of any dispute regarding the implementation of this Agreement, Exhibitor agrees to abide by the resolution, decision or ruling adopted by AHA. Exhibitors shall comply with all Federal, State and City laws, ordinances and regulations, including the local Fire Marshall, the Health Department, or any other governmental entity having jurisdiction over the premises. The Exhibitor represents and warrants that the Exhibitor is not infringing on the trademarks, service marks or trade names of any other person and that the Exhibitor has all government licenses, permits, or other authorizations necessary to conduct its business and perform its obligation under this contract.

**2) ELIGIBLE EXHIBITS:** AHA reserves the right to deny exhibit space to any individual, company, product, or promotion, that in its opinion is not in keeping with the character and purpose of the Trade Fair. AHA also reserves the right to limit the number of booths selling similar merchandise at the show. No company or industry will be permitted to exhibit or hold any sponsored activities without the express written permission of AHA. The Exhibitor must list the merchandise they will exhibit or sell on the space on the front of this application and must request in writing to make any changes. AHA reserves the right to approve or disapprove any such changes. The Exhibitor may not exhibit any US Equestrian Federation, AHA or Equine Canada prohibited substances. AHA will notify Exhibitor in writing if for any reason the Application is denied for one or more Events.

**3) PAYMENT:** The required deposit must be submitted with this application in order for the application to be considered complete and before any space will be assigned. Should any payment not be postmarked by the required dates as listed on the front of this Application and received at AHA's office within 10 days of the required dates, and prior to the Event's commercial set-up time, the Exhibitor may lose the space assignment and in any event will not be permitted to occupy any exhibit space without paying in full with cash, credit card or cashier's check, if space is available and at AHA's discretion.

**4) REFUNDS:** All prices are fixed charges and Exhibitors are not entitled to any refund, regardless of whether or not the Exhibitor occupies all, or part of, the space for any portion of the exhibit term.

**5) ASSIGNMENT OF SPACE:** Priority will be given to returning Exhibitors who submit their application and required deposit by the priority space assignment deadline as listed on the front of this Application. Applications for space received after the priority space assignment deadline will be assigned on a first-come, first-served basis. Consideration will also be given to availability of requested area, the amount of space requested, the historic use of the space requested, and the special needs and compatibility of Exhibitors. AHA reserves the right to rearrange the floor plan and relocate any Exhibitor.

**6) INSTALLATION OF EXHIBITS:** It is the Exhibitor's responsibility to be set-up and operational at the time the Event officially opens. If the assigned exhibit space is not occupied by the Exhibitor by the time the Event officially begins, AHA has the right to resell the exhibit space. AHA will determine installation schedules prior to the Event and will give the information in writing to all contracted Exhibitors. Exhibitor must obtain prior written consent from AHA to deviate from installation schedules. AHA may charge a 10% late fee for any exhibits set up after the posted installation times.

Each Exhibitor will be responsible for the delivery of his equipment and/or display material to the exhibit hall and the removal of the equipment and/or display material. AHA shall not be liable for any moving costs or damage or lost shipments.

**7) BOOTH ATTENDANTS:** Each Exhibitor must keep an attendant in his assigned exhibit space during all open hours of the Trade Fair. All attendants must be bona fide employees or representatives of the Exhibitor. Exhibitor shall be responsible for the conduct of any employees, agents, visitors or guests of Exhibitor in or about the assigned exhibit space.

**8) USE OF EXHIBIT SPACE:** All decorations of papers, corrugated paper, crepe paper, drapes and cloth must be flameproof to meet the standards of the local fire department. No exhibits using open flame are permitted, except upon the prior written consent of AHA and the express approval of the local fire department. Decorations around fire extinguishers, standpipes or exits must be placed so as not to interfere with the accessibility to, or view of, the same. Exhibitors shall take all necessary precautions for the safety of their personnel, other Exhibitors and all other persons upon the premises to prevent accidents or injury. The Exhibitor shall keep the assigned exhibit space in good order. Exhibitors may not place anything in the aisles during the Trade Fair.

Exhibitor's advertising materials (circulars, coupons, flyers) may only be distributed from within the assigned exhibit space. Materials designed to be attached to walls, car bumpers, or other surfaces shall not be distributed under any circumstances, without the prior written approval of AHA.

Solicitation of funds for any political, educational, charitable or other corporation, association, group, individual or cause of any kind is strictly prohibited. Exhibitor must have prior written consent from AHA to conduct a raffle or drawing of any kind.

No sound systems, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used without the prior written consent of AHA.

**9) DISMANTLING AND REMOVAL OF EXHIBITS:** Exhibitor shall not dismantle, or remove any portion of the exhibit, or any equipment, or property associated with the exhibit prior to the official close of the Trade Fair. All exhibits must be dismantled, packed and removed within 24 hours after the close of the Trade Fair unless changed by AHA. In the event that the Exhibitor fails to vacate the exhibit space within that time, AHA may, and is hereby authorized and made the agent of the Exhibitor, to remove the exhibit and all property of Exhibitor situated in or about the exhibit space, and to store the same at the cost of the Exhibitor. The Exhibitor shall hold harmless AHA for any cost or liability incurred in connection with such removal.

**10) SUBLETTING OF SPACE:** Neither this Agreement nor any privileges granted herein or any part thereof shall be assigned or otherwise transferred by Exhibitor without the prior, written consent of the AHA. Exhibitor agrees not to assign, sub-lease, subcontract, apportion or share the whole or any part of the exhibit space. Such arrangements are absolutely prohibited and shall be deemed null and void, without AHA's prior, written consent.

**11) TAXES:** All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Exhibitor's use of the exhibit space are the sole responsibility of the Exhibitor.

### COMMERCIAL EXHIBITOR INSURANCE

Please print clearly. The undersigned hereby states that he/she is in compliance with the insurance limits for commercial exhibitors listed within the "Commercial Exhibitor Rules and Regulations of the Arabian Horse Association", Section 13-15, found on the reverse side of the "Application for Exhibit Space" or the limits established by the fairgrounds at which the event is being conducted, whichever is greater.

**12) AGREEMENT CANCELLATION AND REMOVAL OF EXHIBITS BY AHA:** AHA reserves the right to cancel this agreement in its entirety, including for any future Events covered by this Agreement, and to remove any exhibit or any banner, advertising matter or other property of the Exhibitor situated within or about the exhibit space if, in AHA's judgment: (i) the exhibit may detract from the general character of the Events covered by this Agreement, (ii) the business or exhibition carried on by the Exhibitor, or the manner of conducting the same, is not as represented in Exhibitor's Application or is not in keeping with the traditions or character of the Events, (iii) this Agreement was entered under false pretenses; or (iv) the Exhibitor violates any of the terms of this agreement, including these Rules and Regulations. If AHA exercises its right to remove an exhibit, such removal shall be at the cost of the Exhibitor, and Exhibitor shall immediately reimburse AHA for any costs or expenses of AHA incurred in removing Exhibitor's exhibit or portions thereof. If AHA cancels this Agreement in its entirety or removes an exhibit as provided herein, AHA shall not be liable to Exhibitor for any consequential, incidental or compensatory damages of any kind resulting directly or indirectly from such cancellation or exhibit removal and Exhibitor shall not be entitled to a refund of payments to AHA under the terms of this Agreement, except that AHA will refund any refundable payments made for exhibit space at Events after the date of cancellation.

**13) INSURANCE:** AHA is not responsible for damage from accident, fire or other such causes to Exhibitor's property. All property of an Exhibitor is understood to remain in the Exhibitor's care, custody, and control in transit to or from within the confines of the Event complex. Exhibitor is required to obtain and maintain in full force and effect throughout the applicable Event(s) the following insurance:

- Worker's Compensation and Employer's Liability Insurance as required by applicable State Law for all employees involved with Exhibitor.
- Comprehensive General Liability Insurance written with limits of liability of \$1,000,000/ \$1,000,000 Bodily Injury and \$1,000,000/\$1,000,000 Property Damage or a combined single limit of \$1,000,000. Coverage shall include: Premises/Operations, contingent liability for subcontractors, products/completed operations, personal injury, contractual liability to insure the indemnification clauses contained in this Agreement.
- Comprehensive Automobile Liability Insurance written with limits of liability of \$1,000,000/ \$1,000,000 Bodily injury and \$1,000,000/\$1,000,000 property damage or a combined single limit of \$1,000,000 and providing coverage on all owned, non-owned and hired automobiles of the Exhibitor.
- Fire, theft, and malicious damage insurance covering the Exhibitor's exhibits, tools and other property.

Exhibitor shall have in their possession a Certificate of Insurance at least thirty days prior to the Move-in Date showing that the insurance is in force and providing that it shall not be canceled or changed prior to the end of the event.

**14) LIABILITY:** Exhibitor agrees to indemnify and hold harmless AHA, the owner and operator of the event facility, AHA's agents, officers, directors, commissioners, and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor or Exhibitor's agents, employees, invitees, contractors, or guests which occur in or about the exhibit space. Exhibitor agrees to use and occupy the exhibit space at Exhibitor's own risk, and hereby releases AHA, its agents, officers, directors, commissioners, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the exhibit space, including but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage, or damage arising from any defects in the premises. Exhibitor shall be responsible for the supervision, control and maintenance of the exhibit space during the entire term for the exhibit space is reserved or used by Exhibitor. The exhibit space shall be returned to AHA in original condition. Exhibitor is liable for and agrees to pay promptly any and all damages to the Event facility, or to its equipment, which damage is caused by Exhibitor, or by any of Exhibitor's representatives, agents or employees.

**15) FORCE MAJEURE AND LIMITATION OF LIABILITY:** AHA shall not be liable to Exhibitor for any compensatory, consequential, or incidental damages in the event that any or all of the Events do not take place, in whole or in part, due to cancellation of the Event by AHA or due to any Act of God, or force majeure, including without limitation weather, fire, flood, strike, labor dispute, disease, epidemic or similar cause beyond the control of AHA or Exhibitor. AHA's liability shall be limited to a return of the fees paid hereunder or a pro rata portion thereof. In the event of any breach of this Agreement by AHA or if for any reason assigned space is not available to Exhibitor during any of the Events or any portion thereof, AHA's liability shall be limited to a return of the fees paid hereunder or a pro rata portion thereof, and AHA shall not be liable to Exhibitor for any other costs, expenses or damages of any kind resulting directly or indirectly therefrom.

**16) ARBITRATION:** Any dispute arising out of, based upon or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules of the American Arbitration Association then in effect. Such arbitration shall be held in Arapahoe County, Colorado. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Exhibitor shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by AHA and Exhibitor.

**17) CONSENT TO VENUE:** Exhibitor and AHA hereby consent and agree that the venue for any actions for disputed matters and performances under this Agreement shall be placed exclusively in a proper federal district court or state court within the State of Colorado, and Exhibitor consents to personal jurisdiction in the state and federal courts of Colorado. Notwithstanding the obligations set forth herein and within the previous paragraph, AHA reserves the right, however, to seek equitable relief in the appropriate court in the jurisdiction in which any event takes place, if necessary, to prevent the unauthorized use or misuse of their respective service marks, designs or artwork.

**18) USE OF AHA SERVICE MARKS, DESIGNS, OR ARTWORK:** AHA has sole and exclusive right to produce or sell products bearing its service marks, designs or artwork. Unless given express written permission, the Exhibitor may not sell or give away any product during the Events bearing an AHA service mark, design, or artwork, including but not limited to the following particular words and phrases: AHASM, Arabian Horse Association<sup>SM</sup>, International Arabian Breeders Sweepstakes, Arabian Horse Youth Association, AHYA, U.S. National Arabian and Half-Arabian Championship Horse Show, Youth National Arabian and Half-Arabian Championship Horse Show, Sport Horse National Arabian and Half-Arabian Championship Horse Show, Canadian National Arabian and Half-Arabian Championship Horse Show, Royal Red<sup>®</sup>. AHA has the right to enforce the above clause with any or all the following actions: confiscate the products that violate the above rules; remove the exhibitor from the grounds; and/or bar the exhibitor from future AHA events.

Initial \_\_\_\_\_