

## **RULES AND REGULATIONS FOR EXHIBITORS**

\*PHBA reserves the right to refuse any vendor not in the best interest of the association.

**1.** The PHBA World Championship Horse Show Trade Show is sponsored by the Palomino Horse Breeders of America, (hereafter referred to as the Association). The Commercial Exhibit shall be hereafter referred to as the Exhibitor.

**2.** The Association shall have full power to interpret the commercial exhibit regulations. Matters not covered by this contract shall be subject to a final decision by the Association. These regulations may be amended at any time by the Association upon written notice by the Association to such Exhibitors as may be affected.

**3. Indemnification.** The Exhibitor assumes sole responsibility and hereby agrees to protect, indemnify, defend and hold harmless the Association, Tunica County Arena & Exposition Center, and its employees and agents, from any and all claims, including claims or causes of action arising from the sole negligence of said indemnities, arising (a) out of, or in connection with Exhibitors occupancy and use of the Trade Show premises, or any action or inaction of any nature in connection with or related to the Trade Show, including but not limited to loss, theft, damage, destruction, or delay in no delivery of goods, display material and other effects; (b) any injury to Exhibitor, Exhibitor's employees, agents, representatives or guests while on the Trade Show premises; and (c) any damage to Exhibitor's business by reason of failure to provide space for the exhibit or removal of exhibit or failure to hold the Trade Show as scheduled. Exhibitor acknowledges that the Association and Tunica County Arena & Expo Center do not maintain insurance covering Vendor's property and that Exhibitor has the sole responsibility to obtain business interruption and property damage or theft insurance covering such losses by Exhibitor. Exhibitor agrees to indemnify and hold forever harmless the Association and the Tunica County Arena & Expo Center, from any and all damages, loss, liability, claim or expenses (including legal fees) based upon, arising out of, or in connection with the violations of any law or ordinance by the Exhibitor, its employees, agents, representatives, guests or other holding under the Exhibitor; or if failure by Exhibitor or any such persons to comply with all applicable terms and conditions contained in these rules or in the agreement between the Tunica County Arena & Expo Center, and the Association regarding the Trade Show premises or a part thereof. If the Indemnities are sued in a court of law, Exhibitor agrees to defend the Indemnities at Exhibitor's expense, and if judgment be taken against Indemnities, to pay said judgment and obtain written release in form acceptable to the Indemnities.

**4. Insurance.** Exhibitor acknowledges that the Association and Tunica County Arena & Expo Center do not maintain insurance coverage Exhibitor's property and that Exhibitor has the sole responsibility to obtain business interruption, property damage and/or theft insurance covering such losses by Exhibitor. Palomino Horse Breeders of America must be listed as a certificate holder. Exhibitors may not occupy assigned space until certificate of insurance has been provided.

**5. Assignment of Space.** First come, first serve priority will be given applicants according to the time their written request is received by the Association, availability of requested area, the amount of space requested and the special needs and compatibility of Exhibitor. In the event of conditions beyond its control, the Association reserves the right to rearrange the floor plan and relocate any exhibit.

**6. Payment.** A 50% deposit must be remitted with this form by **May 1**. Remaining balance is due and must be postmarked on or before **June 16**. **Exhibitor may not occupy assigned spaces until all fees are paid in full.** An Exhibitor who fails to make payments when due shall automatically forfeit any rights, privileges and claims of any nature the Exhibitor has, or may have, including any payments previously made.

**7. Refunds for Cancellations.** If written notice from Exhibitors cancelling Exhibitor's request is postmarked by May 15, fifty (50%) of the monies received will be refunded. No refunds will be made for cancellations on or after May 15.

**8. Subletting of Space.** Exhibitor shall not assign or sublet any space allocated to Exhibitor and may not advertise or display goods other than those manufactured or sold by Exhibitor in the regular course of Exhibitor's business. The space assigned to the Exhibitor is for Exhibitor's exclusive use only.

**9. Damage to Property.** Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strict prohibited. Exhibitor is liable for any damages caused by Exhibitor, Exhibitor's employees or representatives, to the building, floors, walls, columns, standard booth equipment or to the other Exhibitor's property. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building floors or to standard booth equipment. No signs are to be secured, in any fashion, on ANY PAINTED SURFACE, a \$10 fine PER SIGN will be charged by the facility.

**10. Decorations.** The Association retains absolute discretion and authority in the placement, arrangement and appearance of all Trade Show displays. No liability shall attach to the Association for costs that an Exhibitor may incur in complying with any such Association directives. Combustible decorations such as crepe paper, tissue paper, cardboard, corrugated paper, shall not be used.

**11. Signage.** All signage placed on the grounds whether hanging or pedestal signs must be approved through the Tradeshow Coordinator. Any signage not approved will be removed and discarded.

**12. Restricted Use of Logo.** PHBA has sole and exclusive right to produce or sell products bearing its logo(s), and only its designated licensees may distribute such products at the World Championship Horse Shows. No exhibitor may sell or give away any product bearing a PHBA logo or design that is deceptively similar, during the PHBA World Championship Horse Show and/or Trade Show(s). No exhibitor may sell or give away any product bearing the following, but not limited to, words, letters, or combination thereof, or deceptively similar to PHBA, Palomino Horse Breeders of America, PHBA World Championship Horse Show or PHBA Youth World Championship Horse Show.

**13. Rules and Regulations.** The exhibitor agrees to all rules and regulations set forth by this contract. PHBA reserves the right to restrict exhibits, which because of noise, method of operation, materials, or any other reason become objectionable, and also to prohibit or evict any exhibit which in the opinion of PHBA may detract from the general character of the exhibit as a whole. This also includes persons, things, conduct, printed matter, or anything of a character which PHBA determines is objectionable to the exhibit or does not conform to the standards of the Trade Show. If the exhibitor is excused from the Trade Show, no rental fees shall be returned.

**14. Security.** PHBA will not be responsible for any loss.

**15. Booth set up.** Exhibitors may set up their appropriate booth(s) starting on the day before the first day of the show at 10 am. Exhibitors may check in at the show office for confirmation of booth location if needed. If the space reserved for the Exhibitor is not occupied by 10 am on the first day of the show, unless otherwise arranged, the space will be considered cancelled and shall revert to the Association without obligation on part of the Association for any refund whatsoever. The Association shall have the right to assign such space to another Exhibitor unless the Association has received written notification of a delay in set up.

**16. Booth Dismantling and Removal.** Exhibitors may start to dismantle booths by 3:00 pm on the last day of the show. Any other arrangements must be made through PHBA prior to that date.

**17. Care and Safety.** Although aisles will be provided by janitor services, booth space should be maintained and cleaned by the exhibitor. Customer and Exhibitor safety should be prevalent at all times.

**18. Distribution of Advertising Materials.** Any advertising materials may only be distributed through the exhibitor's booth. Any soliciting outside of the exhibitor's booth is not allowed.

**19. Taxes.** All sales tax, 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.

**20. Exhibition Hours.** Exhibitors shall maintain a responsible individual(s) in the Exhibit Space at all times during the operating hours. Hours of operation will be from 8 am to 6 pm.