

PINTO HORSE ASSOCIATION OF AMERICA, INC.

Office Use Only

COMMERCIAL VENDOR CONTRACT

PINTO WORLD CHAMPIONSHIP HORSE SHOW • JUNE 14-26, 2021



7330 NW 23RD STREET • BETHANY, OK 73008
(405) 491-0111 • FAX (405) 787-0773 • WWW.PINTO.ORG



Instructions

- 1. Sign and return this contract with a copy of "Certificate of Liability Insurance" to: PtHA Trade Show, 7330 NW 23rd St, Bethany, OK 73008.
2. Make checks payable to Pinto World Championship Horse Show. Visa, Mastercard, Discover and American Express are accepted.
3. Print or type all information.
4. Read ALL rules on reverse side of this contract.

Form with fields: Company Name, Contact Name, Address, City, State, Zip, Work Number, Email, Cell Number, Fax Number, Products Sold, Sales Tax ID#, State of Issue, Social Security #

Table listing pricing for Indoor Space-Ford Truck Arena South & Exhibit Hall, Mustang Arena, and Outdoor-Esplenade & Super Duty Barn (South End)*

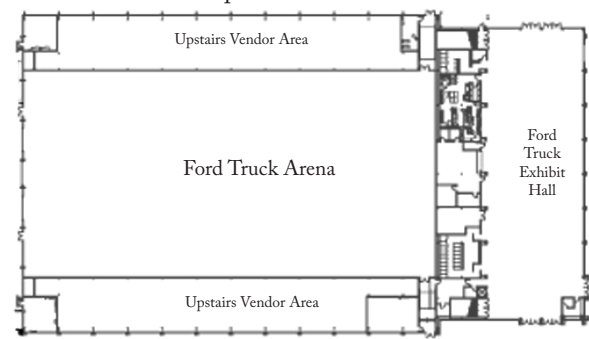
*Vendors are allowed to combine and share space on the esplanade however, PtHA is not responsible for any dispute between vendors over combining space.

Payment Method section with fields for U.S Funds Only, Check #, Cash, Visa, Mastercard, Amex, Discover, Card Number, CVV, Exp. Date, Name on Card, Signature

I acknowledge that I have read the rules governing exhibitors set forth on the reverse side of this contract and incorporated herein; I agree that my use and occupancy of the leased space shall be in all respects subject to such rules; and I agree to comply fully with the rules.

Exhibitor's Signature _____ Date _____

Questions? (405)491-0111, ext. 210 ewolf@pinto.org
Desired location (check one): ___ Upstairs ___ Exhibit Hall



Outdoor Vendor Area (Esplanade & Super Duty Barn)

Checklist

- ___ Certificate of Insurance - Certificate Holder
Pinto Horse Association of America Inc.
7330 NW 23rd Street
Bethany, OK 73008
___ Trademark Use Policy Form
___ Payment: Deposit by April 1 (50% of total vendor fee)
Balance by May 1 (after May 1, add \$35 late fee)
Balance at Show (add addt'l \$25 late fee)
___ Completed Sales Tax # and Social Security #
Signature: _____
All contracts received without the above information will be returned.

Rules and Regulations for Vendors

1. The Pinto World Championship Horse Show Trade Show is sponsored by the Pinto Horse Association of America, a New Jersey not for profit corporation (hereafter referred to as the Association).

2. The Association, who reserves the right to refuse any Vendor not in the best interest of 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 Vendors that may be affected.

3. **Indemnification.** The Vendor assumes sole responsibility and hereby agrees to protect, indemnify, defend and hold harmless the Association, EXPO Square, 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 Vendors 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 non-delivery of goods, display material and other effects; (b) any injury to Vendor, Vendor's employees, agents, representatives or guests while on the Trade Show premises; and (c) any damage to Vendor'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. Vendor agrees to indemnify and hold forever harmless the Association and the EXPO Square 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 Vendor, its employees, agents, representatives, guests or other holding under the Vendor; or (if) failure by Vendor or any such persons to comply with all applicable terms and conditions contained in these rules or in the agreement between the EXPO Square and the Association regarding the Trade Show premises or a part thereof. If the Indemnities are sued in a court of law, Vendor agrees to defend the Indemnities at Vendor'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. Vendors are required to hold a \$1,000,000 Certificate of Liability insurance with Pinto Horse Association listed as the certificate holder.** Vendor acknowledges that the Association and EXPO Square do not maintain insurance covering Vendor's property and that Vendor has the sole responsibility to obtain business interruption and property damage or theft insurance covering such losses by Vendor. **Vendors may not occupy assigned spaces until certificate of insurance has been provided.**

5. **Assignment of Space.** Priority will be given to returning Vendors who submit their contract, required deposit and insurance by the priority space deadline (postmarked by April 1). Contracts received after April 1 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 and the special needs and compatibility of Vendors. The space assignment made by the Association shall be final. Such assignment is made for the period of this Show only, and does not imply that same or similar space will be held or offered for future Shows. The north side of the Ford Truck Arena is reserved for Steel Spur and above level sponsors. In the event of conditions beyond its control, the Association reserves the right to rearrange the floor plan and relocate any exhibit.

6. **Use of Vendor Space.** Vendor's advertising materials (circulars, coupons, flyers) may only be distributed from within the assigned space. Materials designed to be attached to walls, car bumpers, or other surfaces shall not be distributed under any circumstances. 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 PtHA. The sale or distribution of food, food samples, alcohol, tobacco products, or beverages is prohibited. Any Vendor who violates this rule may be subject to a fine.

7. **Payment.** At least 50% of the cost of requested space is due and must be postmarked by April 1. Show space will not be reserved without a 50% deposit. Remaining balance is due and must be postmarked by May 1. **A late fee of \$35 will be assessed for balances after May 1, no exceptions. Vendor may not occupy assigned spaces until all fees are paid in full.** A Vendor who fails to make payments when due shall automatically forfeit any rights, privileges and claims of any nature the Vendor has, or may have, including any

payments previously made.

8. **Refunds for Cancellations.** If written notice from Vendor's canceling and Vendor's request is postmarked by May 1, 50% of the monies received will be refunded. No refunds will be made for cancellations after May 1 for any reason.

9. **Damage of Property.** According to EXPO Square policy nothing shall be taped, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, painted surfaces or other parts of the building or furniture or a fine may be incurred. **All Signage placed on the grounds whether hanging or pedestal signs must be approved through the Tradeshow Coordinator.**

10. **Decorations.** The Association retains absolute discretion and authority in the placement, arrangement and appearance of all Trade Show displays. To avoid conflict with Fire Marshal codes and keep aisles free for traffic, **all products must be kept within the confines of the Vendor's booth.** All items hanging on outside walls must hang within the Vendor's booth. No exceptions. Decorating information may be obtained thru Midwest Decorating 918-584-0988.

11. **Electrical.** 110 outlets will be provided to all vendors. Additional electrical requirements must be requested through the Tradeshow Coordinator and may be subject to additional fees.

12. **Restricted Use of Logo.** The Association has sole and exclusive right to produce, sell or give away products bearing its logo(s) and only its designated licensees may distribute such products at the show. No Vendor may sell or give away any product bearing a PtHA logo or design that is deceptively similar during the Pinto World Championship Show.

13. **Security.** 24 hour security will be provided, however the Association will not be responsible for any loss.

14. **Booth Set Up. Vendors may set up their appropriate booth(s) starting June 10 at 8 a.m.** Vendors must check in at the show office for booth location. If the space reserved for the Vendor is not occupied by 8 p.m. the day before classes, 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 Vendor unless the Association has written notification of a delay in setup.

15. **Consumer Complaints.** Any complaints received by consumers will be discussed with the Vendor, kept on file, and may have an impact on the Vendor's participation in future events.

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

17. **Designated Areas.** Commercial vendors may only operate within designated areas after appropriate payment is made to the Association.

18. **Booth Dismantling and Removal.** Vendor cannot dismantle, move, load or relocate display or merchandise until after the finish of the last event of the show. Any other arrangements must be made through the Association prior to that date. Vendor must be moved out by Sunday at 12 p.m. June 27.

19. **Taxes.** All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Vendor's use of the Exhibit Space are the sole responsibility of the Vendor.

20. **Rules and Regulations.** By signing the reverse side of this contract, the Vendor agrees to all rules and regulations set forth by this contract. The Association 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 that in the opinion of the Association may detract from the general character of the exhibit as a whole. This also includes persons, things, conduct, printed material, or anything of a character that the Association determines is objectionable to the exhibit or does not conform to the standards of the Trade Show. If the Vendor is excused from the Trade Show, no fees paid by Vendor will be refunded. The Association makes no representations or warranties regarding the number of persons who will attend the show.

PtHA reserves the right to refuse any vendor not in the best interest of the association.

Pinto Horse Association of America Inc.

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