



2009 National Appaloosa Trade Show/Exhibitor Contract

Dear Commercial Exhibitor,

The 62nd National Appaloosa Show is scheduled for summer 2009, and the nation's finest Appaloosas are preparing to gather in Jackson, Mississippi to showcase their amazing talents. Once again, the Cowboy Way Trading Post will be held in conjunction with the National Appaloosa Show and World Youth Championship Appaloosa Show, June 22 – July 4, at the Mississippi State Fairgrounds. I would like to invite you to be a part of this exciting event!

Your Trade Show packet contains everything you need to reserve your booth space, including your commercial exhibitor contract, booth space reservation form, commercial exhibitor guidelines and rules governing commercial exhibitors. To reserve your space, please return (via fax or post) the completed contract and reservation form with payment to my attention at the Appaloosa Horse Club. **Reservations will not be accepted over the phone.**

The ApHC has made some changes regarding the 2009 Cowboy Way Trading Post. Please read the entire contract carefully.

- ★ Deposits are due **March 25, 2009** with the remaining balance due **June 1** by 5 p.m. PST. Booth spaces reserved after **March 25** must be paid for in its entirety. Prices of booth spaces increase after **March 25**. Booth spaces must be entirely paid for before exhibitor may begin constructing their booth. **NO EXCEPTIONS.**
- ★ Show sponsors have top priority, then past exhibitors for booth reservations—all other vendors are assigned in the order booth reservations, contracts, and payments are received.
- ★ Exhibitors must obtain insurance policies covering exhibit materials at the Cowboy Way Trading Post. Exhibitors must also have a public liability, bodily injury and property damage insurance. Such insurance shall name the event facility and the ApHC as additional insureds. Upon request, exhibitor shall provide a certificate of insurance to the ApHC.

I am looking forward to working together to create an outstanding trade show in Jackson, Mississippi. If I can assist you in any way, please do not hesitate to contact me at (208) 882-5578 ext. 273 or via email at publicrelations@appaloosa.com.

Thank you,

Karisa Saywers
Marketing Associate

2009 COWBOY WAY TRADING POST COMMERCIAL EXHIBITOR GUIDELINES & POLICIES

DATES & HOURS	June 22 – July 4, 2009 10:00 a.m. - 8:00 p.m. daily		
LOCATION	The 2009 National Appaloosa/Youth World Show will be held at Mississippi State Fairgrounds in Jackson, Mississippi. The commercial exhibit area will be in the Trade Mart building. Outside vendor space will also be utilized – outside space is available by request only and vendor assumes all responsibility for lost, stolen or damaged goods and/or decorations.		
SPACE RENTAL		Before March 25	After March 25
	Trade mart 10' x 10' middle spaces	\$450	\$500
	Trade mart 10' x 10' corner spaces	\$500	\$550
	Trade mart Arena Lobby	\$400	\$450
	Outside space	\$2.00 per square foot	\$2.50 per square foot
	NOTE: A refundable deposit of an additional \$100 must be remitted with your reservation. Deposit will be refunded if vendor moves in and out during the times outlined in this contract. Deposit will be forfeited if vendor leaves early or arrives late. Deposit refunds will be issued and mailed to vendor within 30 days of last day of show.		
MOVE-IN	Move-in begin Friday, June 19 from 1 p.m. to 9 p.m.; Saturday, June 23 from 8 a.m. to 9 p.m. All commercial exhibitors must be completely set up and open for business by 10 a.m. Monday, June 22. Set up is only permitted during these designated times unless otherwise arranged with management.		
MOVE-OUT	Exhibitors may move-out no earlier than 4 p.m. July 4. The entire exhibit and all of lessee's property must be removed from the premises no later than 8 p.m., July 5, 2009. The ApHC holds the right to exclude any Exhibitors who dismantle early from any future shows or charge a fee of one and one half times the standard booth rate of future shows.		
BOOTH STAFFING	Each exhibit must be staffed during all hours the trade show is open, 10 a.m. to 8 p.m. daily. The ApHC holds the right to bar any Exhibitors who close early from any future shows.		
SHIPPING & LABOR	The following address can be used for deliveries: Mississippi State Fairgrounds, National Appaloosa Horse Show, Attn: (Name and Booth Number), 1207 Mississippi Street, Jackson MS 39202. Please schedule shipments to arrive no earlier than Wednesday, June 17th. For assistance in setting up or moving out, appropriate order forms will be included with the decorator information. The ApHC is not responsible for any lost, stolen, or damaged packages.		
SECURITY	There will be no guards posted in the Trade Mart except move-in and move-out days. The Trade Mart will be locked and completely secured each evening after closing. Security guards will patrol the grounds nightly.		
BOOTH CONTENT	Each booth contains an 8' back drape, 3' sidewall drapes. <i>Please note: No tables or chairs will be provided. Please consult your decorator packet for these items.</i>		
PAYMENTS	To reserve space, the ApHC must receive a signed booth space reservation form, a signed contract with a refundable \$100 deposit and 50% space payment by March 25, 2009. The balance of the rental fee is due by June 1, 2009 by 5 p.m. PST. Payment must be received in full before exhibitor may set-up booth.		
CANCELLATION	FOR THIS REASON, BOOTH SPACE RESERVATIONS NOT ACCOMPANIED BY DEPOSIT OR FULL PAYMENT CANNOT BE PROCESSED. For cancellations received prior to Jun. 1, the ApHC will retain 25 percent of the total booth rental fee and refund the remaining 75 percent. No refunds will be issued for any cancellations after that time.		
REFUND POLICY	THE \$100 DEPOSIT, 50% PRE-PAYMENT OR FULL PAYMENT CANNOT BE PROCESSED. For cancellations received prior to June 1, the ApHC will retain 25 percent of the total booth rental fee and deposit and		

	refund the remaining 75 percent. No refunds will be issued for any cancellations after that time.
TAXES	Upon conclusion of Trade Show and before removal of Exhibitor's property from the Premises, Exhibitor shall provide ApHC, in care of Trade Show Coordinator, with a full and complete accounting, in the form required by the State of Mississippi, of all sales made by Exhibitor during the Trade Show ("Exhibitor's Sales"), and Exhibitor shall remit and pay to ApHC, in care of Trade Show Coordinator, collectible funds equal to 7% of Exhibitor's Sales, with any checks made payable to State of Mississippi, as and for payment of Mississippi state sales tax, which ApHC shall remit in a timely manner to the Mississippi State Tax Collector.
FAILURE TO APPEAR	Exhibitors who have not set up by 10 a.m. June 22, 2009, the first day of the show is assumed to have withdrawn. Booth space is forfeited along with payment and deposit.
SHOW DECORATOR	Detailed information regarding on-site decorating services will be sent to each exhibitor from the show decorator upon acceptance into the show. At that time, arrangements may be made for rental of additional furniture and other show services directly with the show decorator. Appropriate order forms will be included with the decorator information package.
ELECTRICITY	Convention Display Service, Inc (CDS) will handle your electrical needs and orders and payment will be made directly to them. Even if you just use an outlet, you will be charged for electricity and you will remit payment directly to CDS. Please contact CDS by telephone at 601-948-4228 or via fax at 601-948-9824.
SPACE ASSIGNMENTS	SPACE IS LIMITED! The ApHC reserves the right to assign exhibit space according to the needs and requirements of the show. Show sponsors have top priority and past exhibitors will be given priority until March 25. Once the deadline has passed previous year's booth space no longer applies, thereafter, space will be assigned in the order contracts are received. The ApHC reserves the right to assign booth space regardless of previous year's assignment. Management also has the right to re-assign booth locations for any reason and without explanation.
PARKING	Parking passes will not be provided to trade show vendors. Exhibitors are to park in designated general parking areas.
LODGING	Check the ApHC National Show website for updates on preferred hotels. Call 601-961-4000 for information regarding RV rates and reservations.

Appaloosa Horse Club 2009 National Appaloosa Show Trade Show/Exhibitor Contract

1. Instructions: Complete both copies. Type or print all information. Keep one copy for your records.
2. Appaloosa Horse Club Inc. ("ApHC") accepts check, money order or Visa or MasterCard. Make checks payable to: ApHC and mail Contract to: Appaloosa Horse Club, Attn: Trade Show Coordinator, 2720 Pullman Road, Moscow, ID 83843.

Contact: Karisa Saywers, Trade Show Coordinator, Office: 208-882-5578 ext. 273 Fax: 208-882-8150
Email: publicrelations@appaloosa.com Web Address: www.appaloosa.com

Exhibitor Name: _____

Exhibitor's Authorized Representative's Name: _____

Exhibiting as (if different from Exhibitor Name): _____

Business Phone: _____ Cell Phone: _____ Email: _____

Mailing Address: _____

City, ST, Zip: _____

Address & phone number of contact person if different from above: _____

Show: 2009 National Appaloosa Show/ World Youth Championship Appaloosa Show

Dates: June 22 – July 4, 2009; Exhibitor move-in begins **NO EARLIER than 1 p.m. June 19, 2009.**

Location: Mississippi State Fairgrounds, Trade Mart building

Booth size needed: _____ Total cost of booth: _____ Early payment in full 3-25-09: _____; or payment in full after 6-01-09: _____

Refundable Deposit \$100.00 _____

Booth Number Preferred: 1. _____ 2. _____ 3. _____ **Every effort will be made to locate Exhibitor in area preferred. ApHC reserves the right to alter the floor plan and reassign any exhibit space location ("booth") where and when it deems advisable, without notice, regardless of the booth requested and/or assigned.**

Payment Terms:

50% deposit required to reserve booth through 3-25-09. Full payment required to reserve booth after 6-01-09. Booth not paid for in full by 3-25-09 forfeits early payment booth price. Booth is released for resale and all deposits retained unless payment in full has been received by 6-15-09
Early payment booth price: _____

After 6-01-09 booth price: _____

- Amount paid: 1. _____ (50% pre-payment); or
2. _____ (payment in full)
3. _____ (\$100 refundable deposit)

Charge to my _____ Visa _____ MasterCard

Account Number: _____

Expiration Date: _____ 3 Digit CVS Code: _____

Name appearing on card: _____

(please print)

Signature of cardholder: _____

Please make checks payable to: ApHC

Remaining balances are due June 1, 2009 5 p.m. PST.

Exhibitor has read and agrees to abide by all terms and conditions of this Contract, including the aforementioned Guidelines and attached Terms and Conditions. This Contract becomes valid only after ApHC receives signed Contract and payment due from Exhibitor and returns signed and completed Contract to Exhibitor.

Signature of Exhibitor's Authorized Representative: _____ Date: _____

CHECKLIST (CHECK EACH ITEM BELOW)

- _____ Contract has been dated, signed, and original mailed.
- _____ Deposit payment enclosed.
- _____ *Terms and conditions* have been thoroughly read and understood.

ApHC by: _____ Date contract received: _____
ApHC Trade Show Coordinator

Payment amount received: _____ Payment amount due: _____ on or before: _____

Booth assigned to Exhibitor: _____

**APPALOOSA HORSE CLUB 2009 TRADE SHOW EXHIBITOR CONTRACT
TERMS AND CONDITIONS**

ELIGIBLE EXHIBITS: Appaloosa Horse Club ("ApHC") reserves the right to determine the eligibility of any entry, product or service to exhibit in the Trade Show and further reserves the right to reject or cancel any application and/or reassign and/or limit any booth space assigned.

LIMITATION OF LIABILITY: The Exhibitor agrees to indemnify and hold harmless the ApHC, agents, contractors, employees and officers 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 any act, omission or neglect of Exhibitor's agents, employees, invitees, contractors, or guests which occur in or about the Premises. Exhibitor agrees to use and occupy the assigned booth at Exhibitor's own risk, and hereby releases ApHC, its agents, officers, employees, contractors 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 assigned booth, 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.

RELOCATION: ApHC reserves the right to alter the Trade Show floor plan, and/or reassign any Exhibitor's assigned booth as deemed advisable by ApHC. ApHC further reserves the right to make such changes, amendments and additions to these rules and such further regulations as it considers necessary for the welfare of the Show.

TERMINATION OF CONTRACT: ApHC reserves the right to terminate Exhibitor Contract before or after assignment and/or acceptance if, at its sole discretion, it deems such to be in the best interest of the Show and if such termination occurs prior to 10:00 a.m. on the first day of the Show, ApHC shall refund the deposit and/or funds currently on deposit for the Show without interest or penalty. ApHC reserves the right to terminate The Exhibitor Contract if the business or exhibition carried on by the Exhibitor or the manner of conducting the same is not as represented at the time of making this Contract, is entered into under false pretenses or violates any of the rules as set forth in this Contract under any such circumstances, ApHC shall retain all payments made by Exhibitor and Exhibitor is responsible for all expenses incurred upon such termination.

WITHDRAWALS: Exhibitor must give written notice to ApHC of withdrawal at least 75 days prior to the Trade Show opening in which case a service charge equal to 25% of total booth price will be charged to the Exhibitor and any deposit and/or payments will be applied to payment of such service charges and any balance becomes due immediately. No refunds will be made for withdrawal from the Show within 75 days of the Show opening. An Exhibitor who has not moved in and set up by 9:00 a.m. on the first day of the Show is assumed to have withdrawn, and the Exhibitor's booth space will be forfeited and all payments are nonrefundable. ApHC will have the right to resell the booth upon any such withdrawal.

TERMINATION OF SHOW: If ApHC determines that the Premises have become unfit for occupancy, or if the Premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, any other emergency, or any act or event not the fault of ApHC, this Contract may be terminated by ApHC. In the event of such termination, the ApHC will refund amounts paid by Exhibitor for booth and Exhibitor waives any and all damages and agrees that the ApHC will be automatically released of any and all claims for losses, damages, cost or expenses of Exhibitor by reason of such termination. It is expressly understood and agreed that if the primary agreement between ApHC and the Trade Show facility is terminated, cancelled, amended or abated as to any portion of Show's the space or adjacent areas, such termination, cancellation, amendment or abatement may, at ApHC's option, operate as a cancellation of this Contract ApHC will refund amounts paid by Exhibitors for booth and ApHC shall be relieved of any liability for any and all losses, damages, costs or expenses Exhibitor may sustain as a result thereof.

LIMITATION OF EXHIBITS: ApHC reserves the right to stop or remove from the show any Exhibitor, or his representative(s), who is performing an act or practice which in the opinion of ApHC constitutes a nuisance or is objectionable or detracts from the dignity of the Show or contravenes the purpose of the Trade Show. ApHC reserves the right to refuse admittance of Exhibitor, and Exhibitor's exhibits and/or materials to the Show until all fees owing by Exhibitor are paid in full.

EXHIBIT RESTRICTIONS: The Exhibitor must properly staff the exhibit during Show hours. Exhibitors are liable for any damage caused by Exhibitor, agents and/or contractors to building walls, floors or columns or to other portions of the Premises or to ApHC property. Exhibitor agrees not to hold any social event to which attendees are invited or which entices attendees from the Show arena during official Show hours. No sound systems, musical instruments, noisemakers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used. Registration for drawings, drawings or contests must have prior written consent of ApHC. No food products or beverages may be distributed from an Exhibitor's space without written approval of ApHC. No demonstrations, trophies, decorations, portals, fountains, signs, banners, advertising matter or exhibits of any kind will be allowed in the aisles or public passageways or attached to the Premises' walls, posts or doors. The cost of removal of these items will be charged to the Exhibitor. Solicitation of funds for any political, educational or charitable corporation or association of any other corporation, association, group individual or cause of any kind or character is strictly prohibited. Distribution of literature or samples must be related to the exhibit and distribution is restricted to within the Exhibitor's booth space. Balloons of any type are prohibited. All booth decorations must be fireproof. All parts of all exhibits must be within Exhibitor's assigned booth. Aisle space is under the control of ApHC. Assignment or subletting of booth space is strictly prohibited. The Exhibitor may not display signs that are not professionally prepared or in the opinion of ApHC detracts from the appearance of the Show in any manner whatsoever. ApHC shall have sole control over admission policies at all times.

BOOTH CONSTRUCTION AND SHOW SERVICES: Standard construction/design features for booths are limited to 8 ft. background drapes and 3 ft. side drops. Maximum height of exhibit is 8 ft. and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit cannot exceed 3 ft. without prior consent of ApHC. Bulk spaces are not provided with drapes. Booth amenities and electrical connections are available through an independent contractor who will bill the Exhibitor separately for services rendered. ApHC is not responsible for any service provided by independent contractors. ApHC reserves the right to finish and decorate any unfinished partitions, walls or back of signs that are exposed to the public and charge the cost to the Exhibitor.

DISMANTLING OF EXHIBITS: Exhibitor shall not dismantle or remove any portion of his/her exhibit prior to 4:00 p.m. July 4, 2009. ApHC will have the option to either bar Exhibitors who dismantle and leave early from any future shows or charge a fee of one and one half times the standard booth rate for future shows. Exhibitor must have all property removed from the Trade Show building by 8:00pm July 5, 2009. Exhibitor will be responsible for returning the assigned booth in original condition and will reimburse ApHC for any expense in repairing any damage occurring during the term of this Contract. Exhibitor will be responsible for removal and storage fees for any property not removed by 8:00 pm. July 5, 2009. Exhibitor shall indemnify and hold harmless ApHC for any cost of liability incurred in connection with such removal.

COLLECTION POLICY: Exhibitor agrees to pay 1.5% interest on any returned checks, and/or any and all uncollected funds. The Exhibitor also agrees to pay any and all booth reservation fees due to ApHC which have not been paid in full prior to the opening of the Show. Exhibitor will pay all fees for collection of returned checks and/or enforcement of this Contract.

COPYRIGHTS AND TRADEMARKS: Exhibitor warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark and/or license will be performed, reproduced or used in the performance of this Exhibitor's Contract unless the Exhibitor has previously thereto obtained written permission from the copyright or trademark holder. Exhibitor acknowledges acting under this Exhibitor's Contract as an independent contractor. Exhibitor will indemnify, save and hold harmless ApHC, its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions, and liabilities of any kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic work or in the name of performing individual or group.

ROYALTIES AND CLAIMS: Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played or staged, or produced by the Exhibitor, its agents, employees or subtenants within the Premises covered by the Exhibitor's Contract including but not limited to royalties or licensing fees due to other agencies. Exhibitor agrees to hold harmless ApHC, its agents and employees against any and all such claims and charges. Exhibitors shall have the right, however, to protest and if so desired, to litigate and adjudicate any and all such claims.

RULES AND REGULATIONS: Exhibitor agrees to comply with ApHC's rules and regulations and such additional rules and regulations as may hereafter be published and posted by ApHC regarding Exhibitor's use of the Premises, which by posting shall be deemed due notification to Exhibitor. In utilizing booth space, Exhibitor and his agents, employees or assigns agree to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations established by any federal, state or local government agency, by ApHC or the Trade Show facility. Exhibitor shall observe and comply with all present and future health, safety, and sanitary regulations of all applicable regulatory bodies, and all rules and regulations established by the Trade Show facility. All Mississippi State Fairground facilities are non-smoking and prohibit animals inside.

ENDORSEMENT AND/OR DUE DILIGENCE: ApHC makes no endorsement and/or representation concerning any Exhibitor nor its products or services, it being understood that admission to the show of any Exhibitor constitutes neither an endorsement, recommendation nor representation by ApHC or any Exhibitor or its products or services. ApHC has not and will not undertake or perform any "due diligence" function as to any Exhibitor, its products or services and each Exhibitor agrees to display only products and services which have economic viability and that fully comply with applicable law, regulations and professional standards.

TAXES: All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with exhibitor's use of the leased space are the sole responsibility of the lessee.