



2009 Trade Show/Exhibitor Contract

Dear Commercial Exhibitor,

For the 2009 World Championship Appaloosa Show the world's best Appaloosas are preparing to gather in Fort Worth, Texas, to showcase their talents. Once again, the *Best of the West Gift Expo* will be held in conjunction Oct. 23 – Oct. 31, 2009, at the Will Rogers Memorial Center in Fort Worth, Texas. I would like to invite you to be a part of this exciting event!

This packet contains everything needed to reserve booth space, including the commercial exhibitor contract, booth space reservation form, commercial exhibitor guidelines, rules governing commercial exhibitors and maps. 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.

Please read the following contract carefully and in its entirety. Please remember:

- ★ Deposits are due **August 25, 2009 with the remaining balance due October 1, 2009 by 5 p.m. PST**. Booth spaces reserved after **August 25** must be paid for in its entirety. Please note booth space prices increase after **August 25**. All outstanding balances must be reconciled prior to booth construction. **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 World Championship Appaloosa Show. Exhibitors must also have 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 another outstanding *Best of the West Gift Expo*. 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,

A handwritten signature in cursive script that reads "Karisa Saywers".

Karisa Saywers
Trade Show Coordinator

2009 BEST OF THE WEST GIFT EXPO COMMERCIAL EXHIBITOR GUIDELINES & POLICIES

DATES & HOURS	October 23 – October 31, 2009 9:00 a.m. - 7:00 p.m. daily																		
LOCATION	The 2009 World Championship Appaloosa Show will be held at Will Rogers Memorial Center in Fort Worth, Texas. The main commercial exhibit areas will be in the John Justin Lobby and Arena and the Brown/Lupton Exhibit Hall. Outside vendor space will also be utilized.																		
SPACE RENTAL	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">Before August 25</th> <th style="width: 20%; text-align: center;">After August 25</th> </tr> </thead> <tbody> <tr> <td>Brown Lupton 10' x 10' inline</td> <td style="text-align: center;">\$550</td> <td style="text-align: center;">\$600</td> </tr> <tr> <td>Brown Lupton 10' x 10' corner</td> <td style="text-align: center;">\$600</td> <td style="text-align: center;">\$650</td> </tr> <tr> <td>John Justin Arena Lobby</td> <td style="text-align: center;">\$500</td> <td style="text-align: center;">\$550</td> </tr> <tr> <td>John Justin Concourse</td> <td style="text-align: center;">\$550</td> <td style="text-align: center;">\$600</td> </tr> <tr> <td>Outside space</td> <td style="text-align: center;">\$1.75 per square foot</td> <td style="text-align: center;">\$2.00 per square foot</td> </tr> </tbody> </table>		Before August 25	After August 25	Brown Lupton 10' x 10' inline	\$550	\$600	Brown Lupton 10' x 10' corner	\$600	\$650	John Justin Arena Lobby	\$500	\$550	John Justin Concourse	\$550	\$600	Outside space	\$1.75 per square foot	\$2.00 per square foot
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MOVE-IN	Move-in will begin Wednesday, Oct. 21, 1 p.m. - 9 p.m., and Thursday, Oct. 22, 8 a.m. to 9 p.m. All commercial exhibitors must be completely set up and open for business by 9 a.m. Friday, Oct. 23. Set up is only permitted during these designated times unless otherwise arranged with management.																		
MOVE-OUT	Exhibitors may move-out Oct. 31, but no earlier than 4 p.m. Exhibitors in the John Justin Concourse may not begin dismantling until all activities in the arena have been completed. The entire exhibit and all of lessee's property must be removed from the premises no later than midnight, Oct. 31, 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, 9 a.m. to 7 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: World Championship Appaloosa Show, Will Rogers Memorial Center, Attn: (Name and Booth Number), 3401 W. Lancaster, Fort Worth, TX 76107. Please schedule shipments to arrive no earlier than Tuesday, Oct. 21. 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 Brown/Lupton Exhibit Hall. The hall 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 and a 50% deposit by Aug. 25, 2009 for early booth rates. Increased rates will apply to contracts received after Aug. 25. The balance of the rental fee is due by Oct. 1, 2009 by 5 p.m. PST. Payment must be received in full before exhibitor may set-up booth.																		
CANCELLATION REFUND POLICY	After the ApHC has processed your booth space reservation and deposit, full refunds cannot be issued. Cancellations received prior to Oct. 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 Oct. 1.																		

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.
FAILURE TO APPEAR	Exhibitors who have not set up by 9 a.m. Oct. 23, the first day of the show are assumed to have withdrawn. Booth space is forfeited along with payment.
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	Lone Star Electric will handle your electrical needs. Orders and payment will be made directly to them. Brad Gallman will collect your electricity payment while at the show. Please contact Brad Gallman by telephone at 817-335-8044 or via fax at 817-335-7853. Any use of electricity will result in exhibitor being charged, regardless of quantity or time.
POLICY ON BOOTH SPACE FROM PRIOR SHOWS	Arrangements need to be made with the show decorator if you would like to leave your booth standing from a prior show and have reserved the same space for the Appaloosa World Show. Please inform the ApHC Trade Show Coordinator at 208-882-5578 ext. 273. The ApHC is not responsible for any lost or damaged items in booths left standing from a prior show.
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 and past exhibitors will be given priority until August 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 World Show web site for updates on preferred hotels. Call 817-392-6287 for information regarding RV rates and reservations.

Appaloosa Horse Club 2009 Trade Show/Exhibitor Contract

1. Instructions: Type or print all information. Keep one copy for your records. **Mail original to ApHC office no later than Oct. 1.**
2. Appaloosa Horse Club Inc. ("ApHC") accepts check, money order or Visa or MasterCard card. 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 World Championship Appaloosa Show

Dates: October 23-31, 2009; Exhibitor move-in begins **NO EARLIER than 1 p.m. October 21, 2009**

Location: Will Rogers Memorial Center in Fort Worth, Texas

Booth size needed: _____ Total cost of booth: _____ Early payment 8-25-09: _____; or payment in full after 8-25-09: _____

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 8-25-09. Full payment required to reserve booth after 8-25-09. Booth not paid for in full by 8-25-09 forfeits early payment booth price.

Early payment booth price:

After 8-25-09 booth price: _____

Amount paid: 1. _____ (50% deposit); or

2. _____ (payment in full)

Charge to my _____ Visa _____ MasterCard

Account Number: _____

Expiration Date: _____

Name appearing on card: _____

(please print)

Signature of cardholder: _____

Please make checks payable to: ApHC

Remaining balances are due Oct. 1, 2009 by 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 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 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 October 31, 2009 at 4 p.m. with the exception of exhibitors in the John Justin concourse. Exhibitors in the John Justin concourse may not dismantle or remove any portion of exhibit until the completion of all activities in the arena October 31, 2009. Exhibitor shall not remove any of the equipment or property associated with the exhibit prior to that time. 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 12a.m. October 31, 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 12 a.m. October 31, 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.

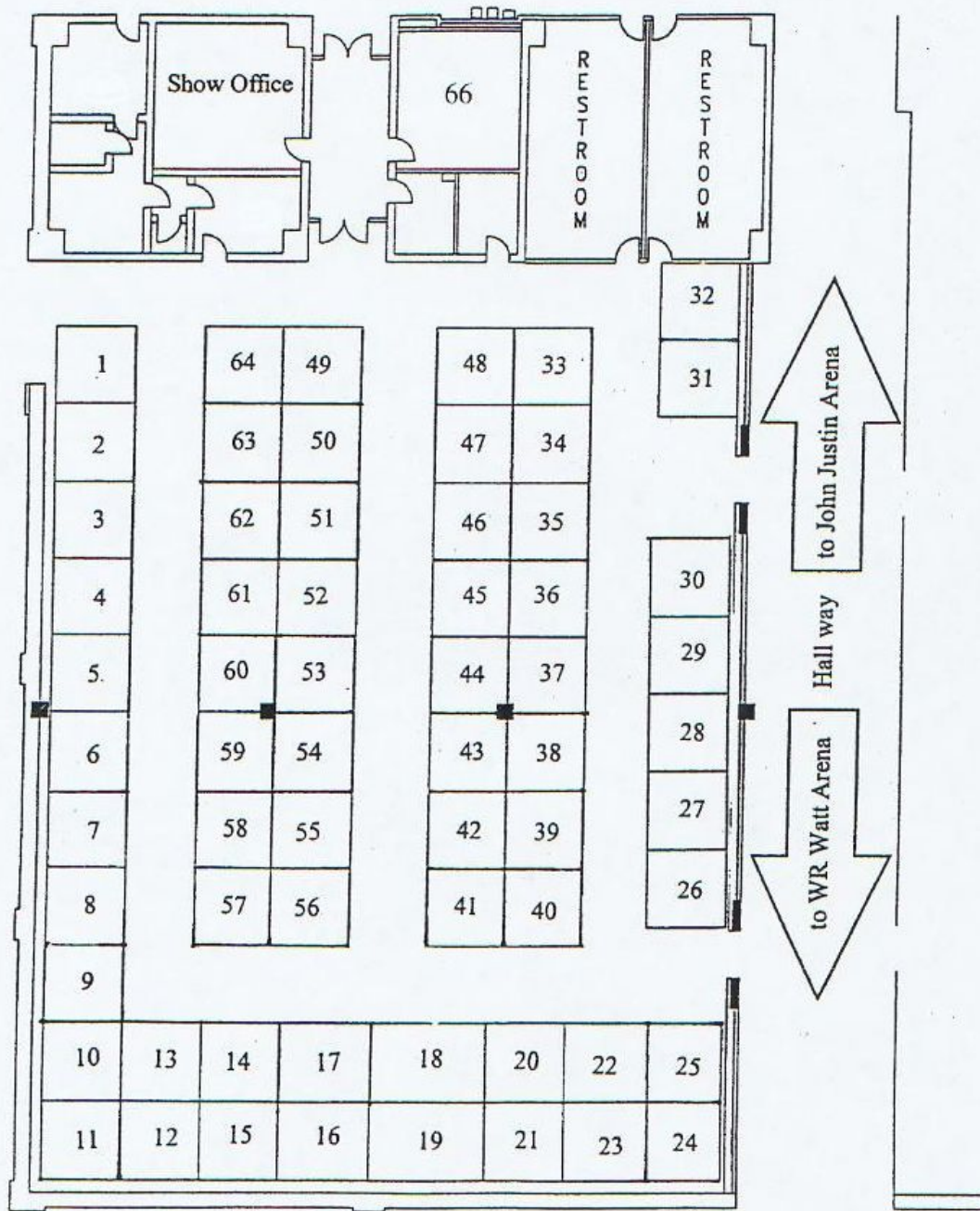
ROYALTIES AND CLAIMS: Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played or staged, or produced by the Exhibitor, 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 Will Rogers Memorial Center facilities are non-smoking and prohibit animals inside.

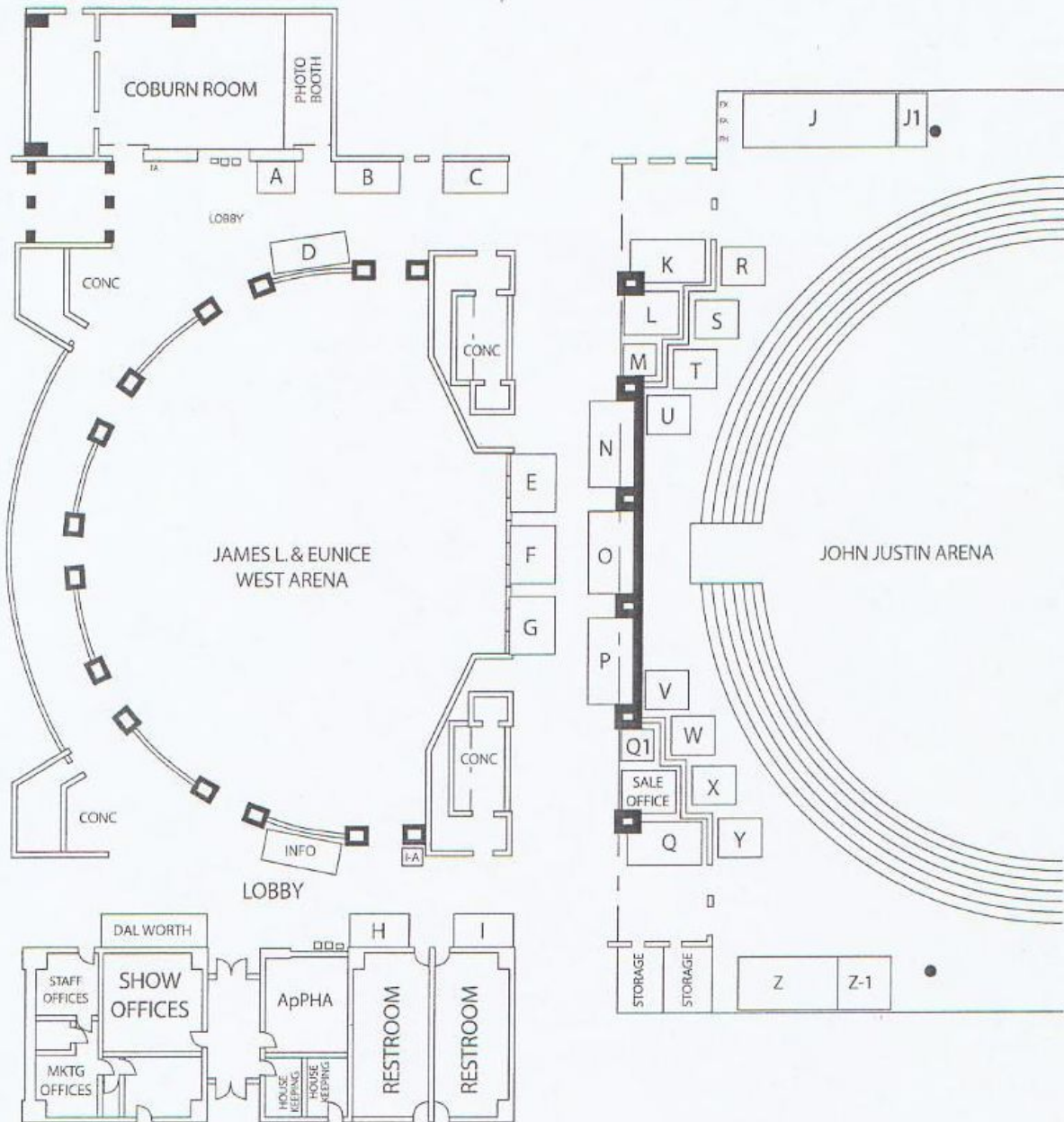
ENDORSEMENT AND/OR DUE DILIGENCE: ApHC makes no endorsement and/or representation concerning any Exhibitor nor its products or services, it being understood that admission to the show of any Exhibitor constitutes neither an endorsement, recommendation nor representation by ApHC or any Exhibitor or its 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.

Brown/Lupton Exhibit Hall



John Justin Arena Lobby



Outside Commercial Exhibitors Rip Johnson Drive

