



## TRADE FAIRE APPLICATION AND CONTRACT

October 4–8, 2017  
The Champions Center Expo  
4122 Laybourne Road, Springfield OH 45505

*Please review both sides of this application, sign and send with payment to:  
IFSHA, PO Box 2839, Lompoc, CA 93438*

Name \_\_\_\_\_  
Farm/Company Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Website \_\_\_\_\_  
Products to be exhibited \_\_\_\_\_

**LOCATION FEE FOR THE WEEK: \$250 per 10' x 10' Space**

I/we agree to abide by the Terms and Conditions published on this form and those listed on the Information and Regulations document. I understand that this application becomes a binding contract when accepted and signed by a representative of IFSHA World & Grand National Championship Show 2017.

Exhibitor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by IFHSA  
Grand Nationals : \_\_\_\_\_ Date: \_\_\_\_\_

*After the contract is countersigned, a copy will be returned to Exhibitor.*

Sign and return all parts of the contract by September 5, 2017. Enclose full payment by check, money order or credit card in US funds payable to **IFSHA**.

Method of Payment - \_\_\_\_ Check or Money Order made out to IFSHA – or –

Credit Card – check one: \_\_\_\_ VISA \_\_\_\_ MasterCard \_\_\_\_ Discover \_\_\_\_ Amex

Credit Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Sec. Code \_\_\_\_\_

Cardholder's Name \_\_\_\_\_ Cardholder's Signature \_\_\_\_\_

**Mail to: IFSHA, PO Box 2839, Lompoc, CA 93438**

**IFSHA World & Grand Nationals will have a listing of vendors in the program for all complete applications received prior to August 19, 2017.**

# TERMS & CONDITIONS

Trade Faire 2017 at the IFSHA World & Grand National Championship Show



**DEFINED TERMS** The term "Event means IFSHA World & Grand National Championship Show" currently scheduled to be held on October 4 through October 8, 2017 at the Champions Center Expo in Springfield, OH. The Event is owned, produced and managed by International Friesian Show Horse Association ("IFSHA"). As used hereinafter, the term "Organizer" means, collectively, IFSHA and its officers, directors, members, agents, representatives and employees, unless the context requires otherwise. The term "Exhibitor" means, collectively (1) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by IFSHA and (2) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees as applicable.

**ASSUMPTION OF RISKS; RELEASES** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person, (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other losses for such property, including all subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby release, all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

**INDEMNIFICATION** Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IFSHA) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorney's' fees and expenses which result from or arise out of or in connection with (a) Exhibitor's participation or presence at the Event; (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim thereof) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (1) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**LIMITATION OF LIABILITY** Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to IFSHA for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons, who will attend the Event or regarding any other matters,

**CANCELLATION BY IFSHA** If Exhibitor fails to make a payment required by this contract in a timely manner, IFSHA may terminate this contract (and Exhibitor's participation in the Event), without further notice and without obligation to refund monies previously paid. IFSHA reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to IFSHA. IFSHA is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of actions taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. IFSHA may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on IFSHA's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of in connection with such breach. If IFSHA removes or restricts an exhibit which IFSHA considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

**CANCELLATION BY EXHIBITOR** A written notice of cancellation is required, by certified mail, no later than Sept. 6, 2017. Exhibitor is responsible for full payment of booth space contract if not cancelled in writing by Sept. 6, 2017.

**CANCELLATION OF THE EVENT** If IFSHA cancels the Event due to circumstances beyond the reasonable control of IFSHA (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), IFSHA shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of cost and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. If IFSHA elects to cancel the Event other than for a reason previously described in this paragraph, IFSHA shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

**INSURANCE** Exhibitor shall carry and maintain during the period in which it exhibits, including move-in and move-out days, and at its sole cost and expense, personal injury and property damage coverage under a policy of general public liability insurance with limits of not less than \$500,000 per occurrence, \$1,000,000 aggregate, also naming IFSHA as additional insured. Exhibitor warrants that by signing this contract, it has complied specifically with insurance requirements of this contract. Proof of insurance, naming IFSHA as additional insured, must be provided to IFSHA, at the address on the Space Application and Contract form, by September 10<sup>th</sup>, otherwise Exhibitor will be in breach of its obligation under this contract and the contract will be terminated with no refund due to Exhibitor.

**GOVERNING LAW** This contract is governed by the Laws of the State of California. Exhibitor agrees that the courts located in the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction.

**BOOTH ASSIGNMENT** While initial booth reservation is mutually agreed to by Exhibitor and Organizer, final assignment is the proprietary right of Organizer. Every attempt will be made to locate the Exhibitor in a booth he or she has requested but, in extenuating circumstances, the booth can be re-assigned without approval of Exhibitor. Exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than its own in the exhibit space without written consent of Organizer.

**SET UP AND REMOVAL OF EXHIBIT** All exhibits must be entirely set up by Event opening at 8:00 a.m. October 4<sup>th</sup>, and may not be removed prior to Event closing at 6 p.m. Sunday October 8<sup>th</sup>, 2017. In the event an Exhibitor has failed to occupy the space contracted for by 8:00 a.m. on October 4, 2017, Organizer shall have the right to utilize such space in any manner he chooses. This will in no way release the contracted Exhibitor nor shall Exhibitor be entitled to any refund. In the event an Exhibitor has failed to completely dismantle and remove the exhibit by 10 am October 9<sup>th</sup>, 2017, Organizer may arrange to have the exhibit removed and all fees will be charged directly to Exhibitor at prevailing rates. The Exhibitor shall indemnify and hold harmless the Organizer for any cost or liability incurred in connection with such removal.

**NON-GUARANTEE** Organizer makes no guaranty or warranty, express or implied, as to the profitability or potential loss of Exhibitor with regard to Exhibitor's participation in the Event.

**AMENDMENTS** This agreement may only be amended, except as expressly provided herein, by agreement of the parties, in writing, bearing a date subsequent to the date of this agreement.

**Ohio SALES TAX** Exhibitors who sell merchandise, at the Event in a cash and carry fashion are responsible for collecting and remitting Ohio Sales Tax.

**RIGHT TO REFUSE** Organizer reserves the right to review and reject any application for exhibit space without prejudice.

**INCORPORATION OF REGULATIONS** Information and Regulations regarding the Event are hereby incorporated in this contract and Exhibitor agrees to be bound by the Regulations, a copy of which Exhibitor acknowledges receiving.