

AYHC National Youth Horse Leader's Symposium

at the Holiday Inn Downtown Lincoln, NE

March 27 through 29, 2009



CONTRACT FOR EXHIBIT SPACE

The undersigned ("Exhibitor") hereby applies for exhibit space in the 2008 AYHC National Youth Horse Leader's Symposium in accordance with the terms and conditions stated on the reverse side of this Contract.

1. 6' Table (draped and skirted) COSTS: \$200.00 Each **additional** 6' Table - \$100.00

_____ Please reserve _____ Table(s) for a total of \$ _____

NOTE: Only draped and skirted tables are covered under this contract. Any additional needs must be arranged with the Executive Director of AYHC and may incur additional cost from the hotel. Vendor space is limited and additional table space may be limited to a total of three (3) spaces.

OR
You may reserve space on the common table for your materials only. This table will be replenished throughout the meeting by AYHC COSTS: \$75.00

_____ Please reserve space on the common table for my materials (\$75)

2. EXHIBITOR WILL EXHIBIT THE FOLLOWING KINDS OF PRODUCTS:

3. PAYMENT:

Full payment of \$ _____ is enclosed.

Bill me _____

A deposit of \$ _____ (50% of the total due) is enclosed. Exhibitor agrees to pay the remaining balance on or before February 29, 2009. Failure to meet the second payment deadline may result in loss of space.

4. **EXHIBITOR HAS READ, UNDERSTANDS AND AGREES TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF (or on the page following) AND THE RULES, REGULATIONS AND RESTRICTIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. EXHIBITOR MUST INCLUDE PROOF OF LIABILITY INSURANCE WITH THIS APPLICATION.**

NAME _____

TITLE _____

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____ FAX _____ EMAIL _____

AUTHORIZED SIGNATURE _____ DATE _____

MAKE CHECKS PAYABLE TO: AMERICAN YOUTH HORSE COUNCIL, INC.

MAIL TO:

American Youth Horse Council
6660 #D-451 Delmonico
Colorado Springs, CO 80919

Fax (775)256-0382

(payment by Visa, Mastercard, and Discover Cards also accepted)
Charge Card # _____ Expiration Date _____
Authorized Signature _____ Amount \$ _____

TERMS AND CONDITIONS:

1. OFFER FOR EXHIBIT SPACE:

The submission of this application, **accompanied by the required deposit**, constitutes the exhibitor's offer for exhibit space to be assigned pursuant to provisions hereof.

2. ACCEPTANCE BY AYHC:

The request for exhibit space shall be accepted by AYHC upon its selection of the exhibitor and assignment of exhibit space. Selection of the exhibitors shall be limited to those suppliers whose products or services are of general interest to the equine industry. AYHC reserves the right to refuse any application of a vendor offering information or merchandise that is in bad taste, offensive, or inappropriate. AYHC's decision as to whether any exhibitor satisfies this requirement shall be final and binding on all parties.

3. EXHIBIT SPACE RATES/ADDITIONAL CHARGES:

Exhibitor acknowledges and agrees that the booth rates include only the 6' table space draped and skirted. Any additional needs must be arranged through the AYHC office and may cause additional charges from the hotel.

4. TERMINATION OF CONTRACT:

This contract may be terminated (a) by AYHC, without refund of any amounts paid to AYHC, in the event(s): (1) exhibitor shall violate any of the terms and conditions of this contract or of the rules, regulations and restrictions specified herein; or (2) exhibitor fails to pay the full balance of the booth rate on or before February 29, 2009; or (3) exhibitor is found to be displaying any offensive material or exhibitor uses abusive or foul language at any time. or (4) by exhibitor upon written notice of cancellation delivered to AYHC. Booth rental and deposits are *nonrefundable for any reason*, but exhibitors **may** receive a refund of up to 50% of the cost of their booth if written notice of cancellation is received by AYHC management no later than February 29, 2009, and the space is resold. In the event AYHC cancels the Symposium, AYHC shall refund the booth charges and deposits (without interest), and neither party shall have any further obligation or liability.

5. BOOTH SPACE CANCELLATION/REASSIGNMENT:

In the event the exhibitor fails to pay full balance of the booth rental on or before February 28, 2009 or fails to claim its booth space by 9:00 a.m., CT on March 27, 2009 exhibitor's booth space will be subject to cancellation or reassignment without refund. Failure to use booth space shall not entitle exhibitor to any refund, whether or not AYHC is able to use or resell such space.

6. SUBLEASE/ASSIGNMENT:

Exhibitor may not sublease or assign, in whole or in part, the booth space assigned without the prior written consent of AYHC. Exhibitor further shall not display goods or services other than those manufactured or regularly distributed by it and shall not permit the solicitation of business by others within its exhibit area.

7. ASSIGNMENT OF SPACES:

Assigned space is not contingent on location of Symposium entrances or exits, food concessions, or attractions. It is agreed that assigned space is final and may not be changed once the Symposium is open, except at the request of AYHC.

8. INDEMNIFICATION:

Exhibitor agrees to indemnify and hold harmless AYHC, Conference Hosts and Sponsors, and the Paramount Plaza Hotel, and their respective officers, directors, agents, and employees from, against and for any claims, liabilities, losses or damages, including their reasonable attorneys' fees, arising out of any accident, damage, theft, injury, or death caused or suffered by exhibitor, its officers, employees or agents, or its property, whether caused directly or indirectly by the negligence or comparative negligence of AYHC, its officers, directors, or employees, or of any other cause of action whatsoever arising out of exhibitor's participation in the Symposium.

9. SHOW CANCELLATION:

In the event that because of war, fire, strike, governmental order, public catastrophe, act of God or the public enemy or other cause beyond the control of AYHC, the Symposium or any part thereof is prevented from being held, is canceled by the AYHC or the exhibit space assigned hereunder becomes unavailable, the refund of exhibit fees to the Exhibitor shall be at the discretion of the AYHC. Exhibitor shall not have any right to an accounting, review, or audit of the financial records of the AYHC. Any exhibitor who cancels this contract prior to any cancellation of the Symposium by the AYHC shall not be entitled to any refunds paid pursuant to this paragraph.

10. MISCELLANEOUS:

This application and contract are governed by and construed in accordance with the laws of the State of Colorado, and following acceptance by AYHC shall be binding upon and inure to the benefit of AYHC, exhibitor, and their personal representatives, heirs, successors, and permitted assigns. If any clause or provision hereof shall be declared or ruled to be unenforceable by any court of competent jurisdiction, this contract shall be construed as if such clause or provision were not a part hereof. Captions are for ease of reference only and do not serve to limit or define any term or condition hereof.