



COMMERCIAL VENDOR AGREEMENT TO EXHIBIT
 Fall Festival & Futurity Arabian Horse Show
 WestWorld, Scottsdale, AZ

Show Dates: November 6-8, 2009

This agreement will enable the commercial vendor to ground space only, no set-up equipment, tents, structures, tables etc. will be provided by AHAA. It is the responsibility of the vendor to supply all structural material for the booth space. By executing this agreement and contract, the exhibitor agrees to abide by all of the terms, conditions, rules and regulations set forth by the Arabian Horse Association of Arizona as described on the reverse of this agreement.

Exhibitor Information (Please Print):

Business Name: _____

Contact Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Mobile Phone: _____

Email: _____ Web-site: _____

Show Information

Type of Exhibit: _____

Booth Size Required: _____ Trailer Size: _____

Booth Location Request: _____

Payment Information

10 x 10 booth space - \$150 Total Cost of Booth: _____

Check enclosed for the amount of \$ _____ Check Number: _____

Charge my **MasterCard** , **Visa** or **Amex** (circle one) for the amount of \$ _____

Credit card number: _____ Expiration Date: _____

Name on the card: _____ Signature: _____

Arabian Horse Association of Arizona P.O. Box 13865 Scottsdale, AZ 85267-3865
 Phone – (480) 515-1500 Fax – (480) 515-1122

RULES & REGULATIONS

1. The Arabian Horse Association of Arizona reserves the right to reject any potential exhibitor for the Fall Festival Arabian Horse Show.
2. The Arabian Horse Association of Arizona reserves the right to choose certain sponsors for the show. Accordingly, the Arabian Horse Association of Arizona reserves the right to require exhibitors to sell product of selected sponsors chosen by the Arabian Horse Association of Arizona. Additionally, the Arabian Horse Association of Arizona has the right to require exhibitors to comply with all conditions and requirements set forth by the chosen sponsor.
3. **SPACE ASSIGNMENT:** Show Commission cannot guarantee that it will assign Exhibitor the exhibit space requested or promised. Exhibitor agrees to accept the exhibit space assigned by the Show Commission regardless of the date Exhibitor's application is received. Exhibitor further agrees to accept reassignment of exhibit space at any time before or during the Exposition in the event that Show Commission, at its sole and complete discretion, deems such reassignment necessary or advisable for any reason whatsoever. Exhibitor agrees to bear all costs and expenses associated with respect to any such relocation or reassignment and to indemnify and hold Show Commission harmless for all such damages, costs or expenses. Notwithstanding the foregoing, in the event Exhibitor is not assigned or delivered, for any reason whatsoever, any Assigned Space, Exhibitor shall be entitled as its sole right and remedy, to a refund of any monies paid to Show Commission in the event the Assigned Space is taken from Exhibitor without the award of a replacement Assigned Space at any time during the Show, then in such event Exhibitor shall be entitled, as its sole right and remedy to a refund of the Fee paid hereunder or a pro rata portion thereof, measured by the number of days lost in relation to the days the Exhibitor was otherwise entitled to the Assigned Space.
4. **NONREFUNDABLE FEE:** Except as expressly set forth herein to the contrary, no part of the Exhibit Space reservation fee or the balance paid for Exhibit Space shall be refunded should Exhibitor elect not to become an Exhibitor. This is applicable for any reason. No part of the rental fee assessed will be refunded in the event that Exhibitor does not use all of the Exhibit Space assigned, or in the event that Exhibitor only uses such space for part of the exhibit time.
5. **EXHIBITION HOURS:** Exhibitor shall identify themselves to Show Commission and maintain a responsible individual or individuals in the Assigned Space at all times during the designated exhibition hours. Exhibitor shall be responsible for the conduct of all employees, agents, invitees, visitors or guests, or Exhibitor in or about the Assigned Space. Exhibitor shall cause all such employees, agents, invitees, visitors or guests of Exhibitor to be familiar with all Rules and Regulations promulgated by Show Commission to the extent required by Exhibitor to comply with such Rules and Regulations.
6. **SPACE PLANS AND DESIGN:** The design and plans for the construction of all exhibits must be approved by Show Commission, and any plans or specifications for such design, decoration and/or construction not described in or attached to this form must be submitted to Show Commission for its approval at least thirty (30) days prior to the first Exhibit date. To the extent that the Exhibit is then existing, a photograph of the proposed Exhibit should be affixed to the form or otherwise submitted to Show Commission. Show Commission reserves the right to order changes in the design, decoration, and plans for the construction of any exhibit at any time before or during the Exposition if, in the opinion of Show Commission, such change is needed to maintain the good order, appearance and/or theme of the Exhibition. Exhibitor agrees to be solely responsible for any and all damages, costs or expenses associated with such changes and to indemnify and hold Show Commission harmless for any damages, and costs or expenses relating to such changes.
7. **SET UP:** Exhibitor must have completed the set up and construction of its Assigned Space prior to the first day of the Exposition. Failure to be set up by the start of the show, will cause Exhibitor to lose its reserved place and forfeit the Assigned Space, and any reservation and rental fees then paid in connection therewith. If an exhibit fails to arrive timely for set up, Exhibitor is nevertheless responsible for the payment of all exhibit space reservation and rental fees.
8. **LOST SHIPMENTS:** Neither Show Commission, nor the owner or operator of the Exposition facility shall be liable or otherwise responsible for lost shipments to or from the Exposition, or for any type of moving cost, including damages incurred in the course of moving.
9. **USE OF THE ASSIGNED SPACE:**
 - a. Exhibitor must not obstruct the view of an adjoining Exhibitor's Assigned Space, nor permit Exhibitors exhibit to be placed or operated in any manner offensive or objectionable, in the opinion of the Show Commission, to the adjacent or surrounding exhibitors or to the Show as a whole. Booth not to exceed 8' in height. b. No sound systems, musical instruments, noise makers, loudspeakers, microphones or other sound amplification of broadcasting devices of any kind may be used without the prior written consent of the Show Commission. c. Exhibitor must have the written consent of the Show Commission to conduct a drawing, raffle or any other promotion of any kind where the ability to succeed is predicated on chance. d. No decorations, signs, banners, billboards, advertising matter, or other displays of any kind or character will be allowed in the aisles or public passageways or attached to the buildings, walls, posts or doors. e. Exhibitor may not display any sign offering wholesale, discount or sale prices. f. General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature of promotional materials of any kind or character is strictly prohibited. Exhibitor may make advertising or promotional literature available to customers and invitees on counter space or otherwise within the Assigned Space upon specific request therefrom. Notwithstanding the foregoing, materials designed to be stuck to walls, car bumpers, etc. shall not be distributed by Exhibitor under any circumstances. Balloons, hats, tee-shirts and similar promotional or advertising materials bearing logos of the Exhibitor shall not be distributed free of charge to customer without prior written approval of the Show Commission. g. Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character is strictly prohibited. h. Exhibitor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by Exhibitor. i. All property of Exhibitor is understood to remain in the Exhibitor's care, custody, and control in transit to or from within the confines of the Show Complex. j. The Assigned Space shall be returned to the Show Commission in original condition. Exhibitor is obligated to and agrees to pay promptly any and all damage to the Exposition facility, or to its equipment, which damage is caused by Exhibitor, its agents, invitees, or other visitors to the Assigned Space. k. Exhibitor will comply with the Rules and Regulations promulgated by Show Commission. Notice of the Rules and Regulations will be posted or given to Exhibitor.
10. **SAFETY RULES:**
 - a. Exhibitor shall take all necessary precautions for the safety of Exhibitor's employees, invitees, agents and visitors and other exhibitors. Exhibitor shall take all reasonable steps to insure that the Assigned Space complies with all applicable federal, state and municipal laws, building codes and ordinances in order to insure against accident or injury. b. All decorations made of paper, paper products, or cloth must be flameproof or flame retardant to the satisfaction of the Fire Marshal. c. No exhibits using open flame are permitted except as approved in writing by the Fire Marshal or his designate. d. Decorations around fire extinguishers, standpipes or exits must be placed so as not to interfere with the accessibility to, or view of, the same. e. No firearms or ammunition for firearms shall be allowed in and Assigned Space unless the Exhibitor is a licensed firearms dealer and the exhibit relates primarily to the sale of firearms. In such event, the Exhibitor shall be required to comply with all federal, state and local statutes or ordinance relating to the display and sale of such materials.
11. **REMOVAL OF EXHIBITS BY THE SHOW COMMISSION:** Show Commission reserves the right to prohibit, close, and remove any exhibit which, in the Show Commission's sole opinion and judgment (i) detracts from the general character of the show; (ii) engages in business or activities substantially different from those represented to Exhibitor Management in connection with this Application or is not otherwise in keeping with the tradition or character of the Show; (iii) engages in false or deceptive business practices during the Show; or (iv) is otherwise in violation of any of the Rules and Regulations established by Show Commission. If an exhibit is prohibited under the terms of this paragraph, Show Commission shall have the right, but not the obligation, to remove the exhibit or any other property of the Exhibitor situated within or about the Assigned Space with or without notice to Exhibitor. Any such removal shall be at Exhibitor's sole cost and expense, and Exhibitor shall immediately reimburse Show Commission for all such cost and expense incurred by Show Commission and to indemnify and hold Show Commission harmless from and with respect to any damages, cost or liabilities related to such removal. In the event of removal of an exhibit pursuant to this paragraph, Exhibitor shall not be entitled to any refund or monies paid to Show Commission but shall forfeit all such payments.
12. **DISMANTLING OF EXHIBITS:** Exhibitor shall not dismantle or remove any portion of an exhibit, or any equipment or property associated with an exhibit, earlier than one hour after the close of the Show. The Exhibitor's exhibit and all other property of the Exhibitor must be removed from the premises within 18 hours after the close of the show, unless otherwise agreed to in writing by Show Commission. In the event Exhibitor fails to vacate the Assigned Space within the allotted time, Show Commission may, and is hereby authorized by Exhibitor to be Exhibitor's agent to, remove or cause to remove the exhibit and all property of Exhibitor situated in or about the Assigned Space, and to store the same at the

sole cost and expense of Exhibitor. The Exhibitor shall hold harmless Show Commission for any cost or liability incurred in connection with such removal.

13. **LIABILITY:** Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases the Show Commission, its agents, officers, employees 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 Space, including, but not limited to, damages resulting from the acts of other exhibitors, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises. Exhibitor also assumes all risk of loss or damage to Exhibitor's property. Exhibitor assumes the risk that loss or damage to Exhibitor property or to the Assigned Space may result in loss of income, profits or good will to the business of Exhibitor or other persons interested in Exhibitor's property. Exhibitor releases and holds the owner or operator of the Exposition Facility, Exposition Management, and their agents, officers, and employees harmless from liability for these losses or damage, except if arising out of gross negligence or willful misconduct. Exhibitor's property includes all goods, equipment, inventory, merchandise, records and other personal property and all fixtures, improvements and betterments placed in or about the Assigned Space, belonging to Exhibitor or any person connected with, or claiming under or through Exhibitor. Exhibitor agrees to indemnify the owner or operator of the Exposition Facility, Show Commission, and their agents, officers and employees and save them harmless from all loss or claims, including reasonable attorney's fees and costs in defending a claim, arising out of loss or damage to Exhibitor's property belonging to others. Exhibitor agrees to indemnify and hold harmless from and with respect to any and all claims, causes of action, liabilities, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of a person or animal visiting or using the Assigned Space: or for injury or damage to any property of the Exhibitor or any visitor situated in or about the Assigned Space, whether caused by fire, accident, vandalism, theft or other loss, and whether or not such loss, cost, liability or expense, was caused by the act, omission or negligence or otherwise of the owner or operator of the Exposition Facility, Show Commission, and their agents, officers, or employees.
14. **INSURANCE:** Exhibitor shall be required to obtain and maintain at Exhibitor's sole cost and accept in full force and effect throughout the term of the Exposition the following policies insurance:
 - a. Worker's Compensation Insurance. Worker's Compensation and Employer's Liability insurance as required by applicable State Law for all of Exhibitor's employees in any way involved with the exhibit.
 - b. General Liability Insurance. Exhibitor shall maintain a board form policy of comprehensive general liability insurance insuring owner and operator of the Exposition Facility, Show Commission, and Exhibitor against liability arising out of the use, occupancy or maintenance of the Assigned Space. The insurance will be for not less than \$2,000,000 combined single limit personal injury and property damage for all non-food exhibitors. If Exhibitor is a food vendor, the combined single limit personal injury and property shall be \$2,000,000. The amount of the insurance will not limit the liability of the Exhibitor. The policy will contain cross-liability endorsements, if applicable, and will insure Exhibitor's performance of the indemnity provisions set forth in this Agreement. Coverage shall include:
 - i. Premises/Operations, ii. Contingent Liability for Subcontractors, iii. Product/Completed Operations, iv. Personal Injury, v. Contractual Liability to insure the Indemnification (hold-harmless clauses contain in this Agreement)
 - c. Casualty Insurance. Exhibitor will maintain property damage liability insurance including damage by fire, sprinkle damage, vandalism, malicious mischief and all perils customarily covered under extended coverage endorsements. Such insurance shall be in an amount equal to the replacement cost of any physical structure in which the Exhibit is located as well as all alterations, changes, decorations, additions, fixtures, equipment, furnishings, improvements and contents made there which are part of the Exhibit or which are placed within the Assigned Space.
 - d. Automobile Liability Insurance. Exhibitor will maintain comprehensive automobile liability insurance for not less than \$1,000,000 combined single limit personal injury and property damage limits of liability, and providing coverage on all owned, non-owned, and hired automobiles of the Exhibitor. Exhibitor agrees to notify each insurance carrier of Exhibitor's assumption of risk, release and indemnification stated of. If Exhibitor fails to maintain any of the required insurance, Show Commission may, but is not obligated to, maintain the insurance at Exhibitor's sole cost and expense. Each insurance policy shall expressly provide that it is not subject to invalidation of the Show Commission's interest by reason of any act or omission on the part of the Exhibitor. Insurance will be with responsible carriers acceptable to Show Commission, and shall list each of the following as primary insured: (1) Arabian Horse Association of Arizona, (2) City of Scottsdale, (3) US Bureau of Reclamation. Exhibitor will deliver to Show Commission certified copies of the policies of insurance or certificates evidencing the existence and the amounts of the insurance showing that the above insurance is in force and stating policy numbers, dates of expiration, limits of liability, and coverage there under at least thirty (30) days prior to the move-in date. No policy shall be cancelable or subject to reduction of coverage or other modification except after 10 days prior written notice to Show Commission. Exhibitor shall, at least three (3) days prior to the expiration of the policies, furnish Show Commission with renewals or "Binders" for the policies, or Show Commission may order the required insurance and charge the cost thereof to Exhibitor. All policies shall name Show Commission and Exhibitor, as co-insurers. All policies maintained by Exhibitor shall be written as primary policies, not contribution with and not in excess of coverage which Show Commission may carry. All such policies shall contain a provision that Show Commission, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, it's officers, agents, and employees by reason of the negligence of Exhibitor. Exhibitor will not do anything or permit anything to be done or any hazardous condition to exist which shall invalidate or cause the cancellation of the insurance policies carried by Exhibitor, Show Commission, or the owner or the operator of the Exposition Facility. Exhibitor releases the Show Commission party from any and all liability or responsibility for loss or damage to property resulting from causes insured against, even if such casualty has been caused by the fault or negligence of Show Commission.
15. **NO ASSIGNMENT OR SUBLETTING.** Exhibitor shall have no right to assign, sublease, subcontract or share all or any portion of the Assigned Space. Such arrangements are absolutely prohibited and shall be deemed null and void.
16. **TAXES.** All sales taxes, FICA and other taxes arising out of or in connection with Exhibitor's use of the Assigned Space are the sole responsibility of the Exhibitor and Exhibitor hereby indemnify and holds Show Commission harmless for and with respect to any and all such liabilities.
17. **COMPLIANCE WITH LAWS.** Exhibitor, his agents, employees, invitees and guests shall comply with all rules, regulations, and requirements of local and Fire Marshal, the Health Department, or any governmental entity having jurisdiction over the Exhibition. The Exhibitor may be required, at the Show Commission's option, to immediately cease it's operations and vacate the Assigned Space if Exhibitor's exhibit, operation thereof, or the conduct of his agents, employees, invitees, or guests should be found to be in violation of any such rules, regulations, or requirements.
18. **SHOW CANCELLATION/CURTAILMENT.** It is agreed that if Show Commission in its sole discretion, deems that circumstances have arisen which dictate cancellation of the Exposition prior to the commencement of the Show, Exhibitor's sole right and remedy shall be the refund of all exhibit space reservation and rental fees paid by Exhibitor. Should Show Commission curtail the Show after its commencement, then exhibitor's sole right and remedy shall be the refund of a prorated portion of the rental fee, based upon the number of full days eliminated from the Show as a ratio of the total days originally scheduled.
19. **INTEREST ON PAST-DUE OBLIGATIONS.** Any amount due by Exhibitor not paid when due will bear interest from the date due at 4% over the prime lending rate in effect from time to time at 18% per annum, whichever rate is lower. Payment of interest will not cure any default by Exhibitor under this Agreement except as expressly provided herein.
20. **PROVISIONS AND DISPUTES.** Each provision of the Application and Agreement is declared to be severable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision and all other provisions shall remain in full force and effect as if the invalid provision had not been included herein. All matters or disputes not covered by this Agreement shall be resolved by Show Commission. In the event of any dispute regarding the implementation of this Agreement, Exhibitor agrees to abide by the resolution, decision or ruling adopted by Show Commission.
21. **LEGAL FEES AND COSTS.** In the event that Show Commission is involved in any legal action in which it seeks to enforce any of the terms and provisions of this Agreement, Show Commission shall be entitled to recover all of it's reasonable costs and expenses, including costs collection and attorney's fees. In the event that any action is filed in relation to this agreement, Show Commission and Exhibitor agree such action shall be brought only in the courts in and for the State of Arizona, County of Maricopa, and/or the City of Scottsdale.
22. **MISCELLANEOUS.** This Application and Agreement: a. contains the entire Agreement between the parties regarding the subject matter discussed herein. b. May not be modified in any manner, nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver. c. Shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. d. Shall be construed in accordance with and governed by the laws of the State of Arizona.