



The Foundation for the Pure Spanish Horse Presents

Celebration 2011

August 29 – September 3, 2011
South Point Casino, Las Vegas

Vendor Agreement

Application Deadline: August 15, 2011

Vendor Coordinator: Deborah Lindsay
Hallelujah Horses
P.O. Box 26459 Prescott Valley, AZ 86312-6459
Phone: 949-933-5689 Email: cowgirlwithdog@yahoo.com

Business Name: _____ Contact Person: _____

Address: _____

Phone: _____ Fax: _____ Cell: _____

Email Address: _____ Web Site Address: _____

Booth Space:

___ 10 x 10 Vendor Booth - \$300 ___ 10 x 20 Vendor Booth - \$600 ___ 10 x 30 Vendor Booth - \$900

___ 10 x 40 Vendor Booth - \$1,200 ___ Other - please call our Vendor Coordinator if a larger size is required.

There is an \$85 premium for front row and corner booths. A 10% discount will be applied for Foundation Members (not including electrical or auxiliary needs).

Move in will be Monday, August 29th, 2011 unless special arrangements are made.

Move out will be on Sunday September 4th unless special arrangements are made.

Do you require a phone line if they are available? YES () NO ()
You will be responsible for all charges related to phone line installation. Please call for pricing information.

Do you require electricity if it is available? YES () NO ()
If you require more than the number of standard amps provided by this venue, please note here. You will be responsible for any additional charges by the venue.

Extra amps required: _____ **TOTAL ENCLOSED \$** _____

Make checks payable to FPSH and Mail to: FPSH, Vendor Applications, 115 Elm Street NE, Albuquerque, NM 87102 or fax it to 505-294-0812. If you would like to pay by credit card please fill out the attached credit card form.

A SIGNED COPY OF THE VENDOR AGREEMENT AND PAYMENT MUST ACCOMPANY THIS APPLICATION BEFORE IT WILL BE CONSIDERED.

Do you have any special requirements?

Have you ever been a vendor at a Foundation show? If not, how did you hear about us?

If you are a first-time vendor with us, please give two references of horse shows you've attended recently:

Name: _____ Phone: _____

Name: _____ Phone: _____

Please enclose a brochure, pictures of your product or a website: _____

Would you like to donate a product to the show's Silent Auction? If so, please describe: _____

_____ Suggested opening bid: \$ _____

Would you like advertising / sponsorship information? YES () NO ()

Are you a member of the Foundation for the Pure Spanish Horse? YES () NO ()

Foundation for the Pure Spanish Horse Association 2011 Celebration Show Exhibitors and Vendors Agreement

1. APPLICATIONS AND ELIGIBILITY—Application for booth space must be made using the printed form provided by the Foundation for the Pure Spanish Horse Association and contain the information requested and be executed by an individual who has authority to act for the applicant. Any producer or supplier of equipment and other products or services whose proposed exhibit will enhance the purpose of the Show may apply for booth space. The Foundation for the Pure Spanish Horse (the "Foundation") reserves the absolute right to reject any application. Each applicant ("Exhibitor/Vendor") shall be notified by the Foundation by U.S. Mail or Email of acceptance or refusal.

2. AGREEMENT TO CONDITIONS—Each Exhibitor/Vendor, for her/himself and her/his employees and agents, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit area rests with the Foundation and its designated exhibitor manager. The Foundation reserves the right to interpret, amend and enforce these regulations, as it deems proper to assure the success of the Show.

3. REMEDIES— In the event the Exhibitor/Vendor violates any of the conditions of the Exhibitors and Vendors Agreement, the Foundation reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:
 - a. The Foundation may order the Exhibitor/Vendor to remove her/his exhibit and personnel, or have them removed under the provisions of section 4. In these circumstances, no part of the Exhibitor/Vendor's fees will be returned.

 - b. The Foundation may refuse thereafter to enter into any agreement with the same or related signatory/Exhibitor/Vendor to lease booth space at future Show sponsored by the Foundation.

4. THE FOUNDATION'S RIGHT TO REMOVE THE EXHIBITOR/VENDOR'S PROPERTY—The Foundation reserves the right to remove from the venue any or all of the property of the Exhibitor/Vendor should the Show be canceled or relocated or should the Exhibitor/Vendor violate any of the conditions of this Exhibitor/Vendor Agreement. This right may be exercised without prior notice and without hearing. The Foundation shall not be liable for any losses, damages or claims arising out of injury or damages to any removed property unless the claim arises from the gross negligence or willful misconduct of the Foundation.

5. RULES OF COURTESY AND CONDUCT—Exhibitors/Vendors agree to conduct themselves in a respectful, cooperative, and harmonious manner appropriate to the integrity of Show attendees, fellow exhibitors and the Show and Foundation staff. Any Exhibitor/Vendor shall not infringe upon the rights and privileges of another Exhibitor/Vendor. All Exhibitors/Vendors should conduct themselves with professionalism and dignity.
6. ASSIGNMENT OF SPACE— Booth space will be assigned at the discretion of the Show Management. Exhibitor/Vendor agrees to accept the booth space assigned and any further reassignment by Show Management, as needed.
7. PAYMENT— The required deposit must be received with the Exhibitor/Vendor Application. The balance must be received by the deadline. Failure to meet the payment deadline will result in forfeiture of booth space.
8. REFUNDS and CANCELLATIONS —The Foundation will refund all deposits for Exhibitor/Vendor Applications that are denied. Cancellations by Exhibitor/Vendor after acceptance into the show will result in forfeiture of the deposit and all monies paid to date. In the event of cancellation or relocation of any Show due to circumstances within the reasonable control of the Foundation, the liability of the Foundation shall be limited to a refund of fees paid to the Foundation by the Exhibitor/Vendor. The Foundation reserves the right to deduct from any such refunds any and all costs and expenses incurred by the Foundation. In the event of cancellation or relocation of any Show due to circumstances beyond the Foundation's control, including, without limitation, destruction of or damage to the building or the exhibit area by fire or act of God, acts of a public enemy, strikes, or an exercise of the authority of the law, the Foundation shall have no liability of any kind to any Exhibitor/Vendor. If the Foundation or Show Management removes or restricts an exhibit which the Foundation considers inappropriate or objectionable, no refund will be due Exhibitor/Vendor.
9. BOOTH—The location of the Exhibitor/Vendor booth shall be at the sole discretion of the Foundation. No electrical, water, phone, internet, drainage or other access is guaranteed by the Foundation. No partition, curtain, drape or other physical barrier shall be provided by the Foundation unless so specified in the Application Form.
10. CARE OF EXHIBIT SPACE—The Exhibitor/Vendor must, at his/her expense, maintain and keep in good order her/his exhibit and the space for which she/he has contracted.
11. PROTECTION OF EXHIBIT FACILITY—Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the venue or exhibit area without the permission of the Foundation and the proper building authority. Packing, unpacking and assembly of exhibits shall be done in designated areas and in conformity with directions of the Show Management, the venue manager or their assistants.
12. INSTALLATION AND DISMANTLING—Times and other information regarding installation and dismantling of exhibits will be supplied to each Exhibitor/Vendor and shall be binding upon the Exhibitor/Vendor as though fully set forth herein.
13. ACCESS TO DISPLAYS—The Foundation may from time to time promulgate such regulations governing hours of access to displays and eligibility for admission hereto as may be found in its judgment to be most practicable. Exhibitor/Vendor agrees to abide by such regulations at all times as though fully set forth herein.
14. PERSONNEL—Except for attending designated events, all booth personnel are requested to confine their activities within the Exhibitor/Vendor's booth space.
15. USE OF SPACE—Exhibits shall be shown only in the official exhibit area as established by the Foundation. No person, firm or organization not having contracted with the Foundation for the occupancy of space in the exhibit hall will be permitted to display or demonstrate its products, processes or services, distribute advertising materials in the halls or corridors, or in any other way occupy or use the facilities anywhere in the venue for a purpose inconsistent with these regulations.
16. NON-TRANSFERABILITY OF EXHIBITOR/VENDOR BENEFITS—Exhibitor/Vendor agrees not to sublet any exhibit space or otherwise transfer or share benefits provided to exhibitors without the written consent of the Foundation. Actions prohibited by this section include, but are not limited to, sharing exhibit space with another organization, including another organization's logo on advertising material and advertising goods or services not carried on by the exhibitor in the regular course of business.
17. FIRE REGULATIONS—All tent, cover and/or display materials including banners must be flame proofed or fire-proof and are subject to inspection by the prevailing fire departments. No pressurized containers, inflammable fluids or substances may be used or shown in booths. Empty product cans may be displayed. Non-flammable products are not restricted.

18. RESTRICTIONS—The Foundation reserves the right to restrict exhibits which are objectionable because of noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which in the opinion of the Foundation may detract from the general character of the exhibit show. This reservation includes persons, things, conduct, printed material or anything the Foundation judges to be objectionable. In the event of such restrictions or eviction, the Foundation is not liable for any refund or any amount paid hereunder.

19. LIABILITY & INSURANCE—

a. The Foundation undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Exhibitor/Vendor, his/her officials, agents or employees, or for the protection of the property of the Exhibitor/Vendor or his/her representatives or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the Exhibitor/Vendor. Any protection exercised by the Foundation shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor/Vendor.

b. The Exhibitor/Vendor agrees to indemnify and hold the Foundation and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the Exhibitor/Vendor or any of her/his representatives or from the display or use of property of the Exhibitor/Vendor.

c. Exhibitor/Vendor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor/Vendor's displays, equipment, and other property brought upon the premises of any venue in which the Exhibitor/Vendor mounts a display pursuant to this contract and shall indemnify and hold harmless such venue, its agents, servants, and employees from any and all such losses, damages and claims unless such are a result of negligence on such venue's part.

d. In addition, the Exhibitor/Vendor acknowledges that neither the Foundation nor any venue in which an Exhibitor/Vendor mounts a display pursuant to this contract maintains insurance covering Exhibitor's/Vendor's property and that it is the sole responsibility of Exhibitors/Vendors to obtain business interruption and property damage insurance covering such losses by Exhibitor/Vendor.

20. COMPLIANCE WITH LAWS AND REGULATIONS —The Exhibitor/Vendor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duty authorized by local, county, state and/or federal government bodies concerning fire, safety, health, together with the rules and regulations of the operators/owners/managers of the property wherein the exhibit show is being held. Government, states, county, municipal, and/or local laws must be strictly observed as aforementioned but not limited to.

21. TERMINATION—If at any time an exhibitor relationship is not in the best interest of the Foundation, the Foundation may terminate the relationship immediately without penalty by giving notice of termination. If the Foundation terminates under this section, the Foundation will refund the Exhibitor's/Vendor's payment.

22. EXCEPTIONS—All requests for exceptions under this agreement should be submitted in writing to the Vendor Coordinator.

VENDOR COORDINATOR:

Deborah Lindsay Email: cowgirlwithdog@yahoo.com
Hallelujah Horses
P.O. Box 26549
Prescott Valley, AZ 86312-6459

VENDOR INFORMATION: Please write below the information you would our announcer to announce during the show (300 words or less):

ACCEPTANCE AND SIGNATURES

WE ACKNOWLEDGE THAT WE HAVE READ THIS EXHIBITORS AND VENDORS AGREEMENT; WE AGREE TO THE TERMS AND CONDITIONS SET FORTH.

EXHIBITOR / VENDOR: _____

SIGNATURE: _____ DATE: _____

Printed Name: _____

ACCEPTED: FOUNDATION FOR THE PURE SPANISH HORSE

Note: FPSH reserves the right to accept or reject, in its sole discretion, each Application received.

BY: _____ DATE: _____