



The Foundation for the Pure Spanish Horse Presents

# *Celebration 2011*

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

Art Expo Agreement

Application Deadline: August 15, 2011

Art Expo Coordinator: Celia Stenfors-Dacre  
Silverstar Ranch  
141 Country Acres Rd.  
Riverton, WY 82501  
H: 307 857-1379 C: 307 851-0738 Email: [cdacre@wyoming.com](mailto:cdacre@wyoming.com)

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

**Display space for artists will be at no charge. A 20% commission on all art work sold (or commissioned) at the P.R.E. National Celebration for the Pure Spanish Horse will be due and payable to the Foundation for the Pure Spanish Horse in lieu of artist space fees. All applicable taxes must be collected and remitted to the State of Nevada.**

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

Move out will be on Sunday September 4<sup>th</sup> unless special arrangements are made.

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

Do you have any special requirements?

Have you ever been participated as an artist at a Foundation show? If not, how did you hear about us?

If you are a first-time participant in the Art Expo, please give two references of expos/fairs/etc. you've attended recently:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Please enclose a brochure, pictures of your art 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 Art Expo 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/Artist") shall be notified by the Foundation by U.S. Mail or Email of acceptance or refusal.
  
2. AGREEMENT TO CONDITIONS—Each Exhibitor/Artist, 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/Artist violates any of the conditions of the Exhibitors and Artists 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/Artist 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/Artist's fees will be returned.
  
  - b. The Foundation may refuse thereafter to enter into any agreement with the same or related signatory/Exhibitor/Artist to lease booth space at future Show sponsored by the Foundation.
  
4. THE FOUNDATION'S RIGHT TO REMOVE THE EXHIBITOR/ARTIST'S PROPERTY—The Foundation reserves the right to remove from the venue any or all of the property of the Exhibitor/Artist should the Show be canceled or relocated or should the Exhibitor/Artist violate any of the conditions of this Exhibitor/Artist 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/Artists 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/Artist shall not infringe upon the rights and privileges of another Exhibitor/Artist. All Exhibitors/Artists should conduct themselves with professionalism and dignity.
  
6. ASSIGNMENT OF SPACE—Display space will be assigned at the discretion of the Show Management. Exhibitor/Artist agrees to accept the display space assigned and any further reassignment by Show Management, as needed.
  
7. PAYMENT— there is no charge for exhibit space; however a 20% commission on all art work sold or commissioned at the P.R.E. National Celebration Horse Show is due and payable to the Foundation for the Pure Spanish Horse at the time of the sale. All sales taxes are to be collected and remitted to proper state tax authorities by the exhibitor/artist.

8. REFUNDS and CANCELLATIONS —The Foundation will refund all deposits for Exhibitor/Artist Applications that are denied. Cancellations by Exhibitor/Artist 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/Artist. 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/Artist. If the Foundation or Show Management removes or restricts an exhibit which the Foundation considers inappropriate or objectionable, no refund will be due Exhibitor/Artist.
9. BOOTH—The location of the Exhibitor/Artist 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/Artist 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/Artist and shall be binding upon the Exhibitor/Artist 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/Artist 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/Artist'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/ARTIST BENEFITS—Exhibitor/Artist 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/Artist, his/her officials, agents or employees, or for the protection of the property of the Exhibitor/Artist 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/Artist. 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/Artist.

b. The Exhibitor/Artist 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/Artist or any of her/his representatives or from the display or use of property of the Exhibitor/Artist.

c. Exhibitor/Artist assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor/Artist's displays, equipment, and other property brought upon the premises of any venue in which the Exhibitor/Artist 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/Artist acknowledges that neither the Foundation nor any venue in which an Exhibitor/Artist mounts a display pursuant to this contract maintains insurance covering Exhibitor's/Artist's property and that it is the sole responsibility of Exhibitors/Artists to obtain business interruption and property damage insurance covering such losses by Exhibitor/Artist.

20. COMPLIANCE WITH LAWS AND REGULATIONS —The Exhibitor/Artist 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/Artist's payment.

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

ARTIST COORDINATOR:

Celia Stenfors-Dacre  
Silverstar Ranch  
141 Country Acres Rd.  
Riverton, WY 82501  
H: 307 857-1379 C: 307 851-0738 Email: [cdacre@wyoming.com](mailto:cdacre@wyoming.com)

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

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**ACCEPTANCE AND SIGNATURES**

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

EXHIBITOR / ARTIST: \_\_\_\_\_

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: \_\_\_\_\_