



COMMERCIAL EXHIBITOR AGREEMENT

American Cup Championship Arabian Horse Show
WestWorld, Scottsdale, AZ

Show Dates: November 9-11, 2018

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: _____ CCV Code: _____

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 commercial@scottsdalshow.com

TERMS OF AGREEMENT FOR THE ARABIAN HORSE ASSOCIATION OF ARIZONA & IT'S EVENTS

This is mandatory reading

1. The Arabian Horse Association of Arizona (AHAA) reserves the right to reject any potential exhibitor from the Scottsdale Arabian Horse Show.
2. Additionally, the AHAA has the right to require exhibitors to comply with all conditions and requirements set forth by the chosen sponsor.
3. AHAA will not be responsible for lost, stolen or damaged materials. This will include but not be limited to display items and/or banners. The sponsor will be responsible and shall indemnify AHAA against any and all loss, damages and liability, including, but not limited to, any and all legal costs. Sponsor is responsible for banners following event, banners will not be mailed or delivered to sponsor.
4. **LIABILITY:** Applicable to Sponsors with onsite presence. Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases the Management, 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 Facility, Management, and their agents, officers, and employees harmless from liability for these losses or damage, accept 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, AHAA, 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, AHAA , and their agents, officers, or employees.
5. **INSURANCE:** Applicable to Sponsors with onsite presence. 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, AHAA, and Exhibitor against liability arising out of the use, occupancy or maintenance of the Assigned Space. The insurance will be for not less than \$1,000,000 each occurrence personal injury and property damage, \$2,000,000 general aggregate personal injury and property damage for all Exhibitors including food vendors. 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 and Advertising 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, AHAA 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 Management's interest by reason of any act or omission on the part of the Exhibitor. Insurance will be with responsible carriers acceptable to AHAA, and shall list each of the following as primary insured: (1) AHAA, (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 cancellable or subject to reduction of coverage or other modification except after 10 days prior written notice to AHAA. Exhibitor shall, at least three (3) days prior to the expiration of the policies, furnish AHAA with renewals or "Binders" for the policies, or AHAA may order the required insurance and charge the cost thereof to Exhibitor. All policies shall name AHAA 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 AHAA may carry. All such policies shall contain a provision that AHAA, 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, AHAA, or the owner or the operator of the Exposition Facility. Exhibitor releases the AHAA 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 AHAA.
6. **SPACE ASSIGNMENT:** Applicable to Sponsors with onsite presence. AHAA cannot guarantee that it will assign Exhibitor the sponsorship space requested or promised. Exhibitor agrees to accept the exhibit space assigned by the AHAA regardless of the date Exhibitor's application is received. Exhibitor further agrees to accept reassignment of space at any time before or during the Event in the event that Management, 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 AHAA harmless for all such damages, costs or expenses.
7. **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 Management'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.
8. **CANCELLATION/CURTALMENT.** It is agreed that if AHAA in its sole discretion, deems that circumstances have arisen which dictate cancellation of the Event 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 AHAA curtail the Show after its commencement, then exhibitor's sole right and remedy shall be the refund of a prorata 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. Cancellation of contract: Either party may terminate this agreement at any time upon 90 days advance written notice prior to event start date. Deposits will not be refunded for cancellations that occur within the 90 day time frame.
9. **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 Management. In the event of any dispute regarding the implementation of this Agreement, Exhibitor agrees to abide by the resolution, decision or ruling adopted by Management.
10. **LEGAL FEES AND COSTS.** In the event that AHAA is involved in any legal action in which it seeks to enforce any of the terms and provisions of this Agreement, AHAA shall be entitled to recover all of its reasonable costs and expenses, including costs collection and attorney's fees. In the event that any action is filed in relation to this agreement, AHAA and Exhibitor agree such an action shall be brought only in the courts in and for the State of Arizona, County of Maricopa, and/or the City of Scottsdale.
11. **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.