



# NORTHEAST EQUINE EXPO<sup>®</sup> *at Belmont Park*

May 29 – May 30, 2010

EXHIBITORS

EXHIBIT NAME (Note: this name will be used in all print/advertising material):	COMPANY (if different from Exhibit Name):	CONTACT NAME:
PHONE (will be printed in program):	C:	FAX:
EMAIL:	WEBSITE (will be linked from www.neequineexpo.com):	
MAILING ADDRESS (Street or P.O. Box):	CITY:	STATE:      ZIP:
WHICH TYPE (S) OF PRODUCT (S) WILL YOU EXHIBIT AT THE NORTHEAST EQUINE EXPO?		

EXHIBIT SPACE REQUEST

EXHIBIT VENUE	QUANTITY	PRICES	BOOTH CHOICES	
			1st CHOICE	2 <sup>nd</sup> CHOICE
MAIN HALL, GO GREEN TENT, LIFESTYLE AREAS <small>(1<sup>st</sup> Booth) 10' x 10' * Non-for Profit and Charities</small>		x \$1,150 x \$875	\$	# _____
MAIN HALL, GO GREEN TENT, LIFESTYLE AREAS <small>(2<sup>nd</sup>-4<sup>th</sup> Booth) 10' x 10' * Non-for Profit and Charities</small>		x \$875 x \$675	\$	# _____
BREED BLVD <small>(1<sup>st</sup> Stall) 10' x 10'</small>		x \$875	\$	
BREED BLVD <small>(2<sup>nd</sup>-4<sup>th</sup> Stall) 10' x 10'</small>		x \$675	\$	
BULK SPACE <small>400 Sq. ft. minimum</small>		x \$2.75 per sq. ft.	\$	
BULK SPACE <small>400 sq. ft. +</small>		x \$2.15 per sq. ft.	\$	
		+ \$150 per corner booth	\$	
		<b>TOTAL</b>	\$	
		<b>50% DEPOSIT</b> Due w/ contract	\$	
		<b>BALANCE DUE</b> by 3-1-1010	\$	

**FOR OFFICE USE ONLY**

\_\_\_\_\_

\_\_\_\_\_

NOTE

DEPOSIT: 50% Deposit is due with signing of contract and is non-refundable.  
BALANCE: the balance is due on or before March 1, 2010, refunds will not be given after March 1, 2010.

PAYMENT

METHOD OF PAYMENT: CHECK ENCLOSED \_\_\_ AMEX \_\_\_ VISA \_\_\_ DISCOVER \_\_\_ MASTER CARD \_\_\_

PLEASE CHARGE \$ \_\_\_\_\_ TO MY CREDIT CARD.      INITIAL HERE \_\_\_\_\_ TO CHARGE THE BALANCE ON MARCH 1, 2010.

ACCOUNT # \_\_\_\_\_      EXPIRATION DATE: \_\_\_\_\_      SECURITY CODE: \_\_\_\_\_

BILLING ADDRESS OF CARD HOLDER (IF DIFFERENT FROM ADDRESS ABOVE): \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

CONTRACT

We, the undersigned, do hereby agree to exhibit at the Northeast Equine Expo with the terms and conditions outlined above, on the reverse side of this application and within the Northeast Equine Expo Handbook. This contract is null and void if not signed and original received, with deposit to Northeast Equine Expo, LLC.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_      X \_\_\_\_\_  
(Exhibitor) Signature Required

NEW YORK TAX ID# \_\_\_\_\_      X \_\_\_\_\_  
(Northeast Equine Expo)

**MANDATORY**

MAIL

<p><b>DON'T FORGET</b> Contract has been dated, signed and original mailed back</p>	<p><b>FOR MORE INFORMATION</b> PHONE (877) 778-EXPO FAX (516) 977-1271 www.neequineexpo.com / info@neequineexpo.com</p>	<p><b>MAIL TO:</b> NORTHEAST EQUINE EXPO, LLC 1325 WOLVER HOLLOW ROAD OYSTER BAY, NEW YORK 11771</p>
---	---	--

# TERMS AND CONDITIONS

**DEFINED TERM** The term "Expo" means the NORTHEAST EQUINE EXPO, currently scheduled to be held on May 29<sup>th</sup> and 30<sup>th</sup> 2010 (the "Expo Date"), at Belmont Park in Elmont, New York (the "Belmont"). The Expo is produced and managed by the Northeast Equine Expo, LLC (the "NEEE"), and its respective officers, management, principals directors, shareholders, employees, contractors, agents, affiliates, representatives, employees and assigns, unless the content requires otherwise. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the "Organizer" in the manner slated below.

**CONTRACT ACCEPTANCE** The contract shall become effective only when it has been signed by the Exhibitor and counter-signed on the facing page by a duly authorized representative of the NEEE.

**ASSUMPTION OF THE RISKS** The Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation or presence at the Expo, including, without limitation, all risk of theft, loss harm or injury to the person (including death), property, business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. The Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage areas), including subrogation claims by its insurer. Neither NEEE nor Belmont accepts responsibility, not is a bailment created, for property delivered by or to the Exhibitor. Neither the NEEE nor Belmont, nor any of their respective officers, management, principals directors, shareholders, employees, contractors, agents, affiliates, representatives, employees and assigns shall be liable for, and the Exhibitor hereby releases all of them from, and covenants not sue any of them with respect to, any and all risks, damages and liabilities described in this paragraph.

**LIABILITY** Exhibitor agrees to indemnify and hold harmless NEEE, and Belmont and their respective officers, management, principals, directors, shareholders, employees, contractors, agents, affiliates, representatives, employees and assigns from any and all claims, demands, suits, losses, costs, damages, reasonable attorney's fees and expenses which result from or arise from in connection with: (a) the Exhibitor's participation or presence at the Expo, (b) any breach by the Exhibitor of any of the agreements, covenants, promises or other obligations under this contract; (c) any matter for which the Exhibitor is otherwise responsible under the terms of this contract; (d) any violation of infringement) (or claim of violation of infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) libel, slander, defamation or similar claims resulting from the actions of the Exhibitor; (f) any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Exhibitor's agents, employees, invites, contractors, or guests which occur in or about the Exhibit Space. Harm or injury (including death) to the Exhibitor; and (g) loss of damage to property or the business or profits of the Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Exhibitor agrees to use and occupy the Exhibit Space at Exhibitor's own risk, and hereby releases NEEE, its respective officers, management, principals, directors, shareholders, employees, contractors, agents, affiliates, representatives, employees and assigns agents, officers, and invites 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 Exhibit Space, including but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire, and other casualty damage or damage arising from any defects in the premises.

**BOOTH DETAIL** Each booth will be marked off by masking tape and an identification sign, two badges per booth and listing in program and on NEEE website.

**EXHIBIT INSTALLATION** Exhibitors may initiate booth construction, after checking in at the Expo office. See below for hours.

**LABOR** Exhibitors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and reerating of displays. The services, if desired, may be arranged for with the official show decorator. Provided in Exhibitor Handbook.

**EXHIBIT STAFFING** All exhibits must be staffed during show hours by at least one person. Exhibitors are requested to arrive at least 20 minutes prior to Expo opening.

**EXHIBIT CARE** Contracted janitorial services will sweep and clean aisles and empty trash containers. Exhibitors are responsible for keeping exhibits clean and orderly. Trash must be placed in aisles for picking up at close of each show evening.

**REMOVAL OF EXHIBITS** No part of an exhibit will be allowed to leave the exhibit hall before 7:00 pm, Sunday. Removal of exhibits will take place on Sunday 7:15 pm until midnight and on Monday from 7:00 am until 3:00 pm. Any exhibits not completely dismantled and removed by 3:00pm Monday will be removed and all fees will be charged directly to the Exhibitor at prevailing rates. The Exhibitor shall indemnify and hold harmless the Northeast Equine Expo, LLC., for any cost or liability incurred in connection of such removal.

**RELOCATION OF YOUR BOOTH** If for any reason, your company decides to move the location of your booth once the signed contract has been received and processed, you are required to fill out a Booth Relocation Form and pay the \$250.00 fee to NEEE. Relocation of your booth must be approved by NEEE.

**BOOTH ASSIGNMENTS** Exhibitors returning signed contracts with full deposits on or before March 1, 2010, will be eligible to participate in the Expo. While initial booth reservation is mutually agreed to by Exhibitor and NEEE, final assignment is the proprietary right of NEEE. Every attempt will be made to locate the Exhibitor in the booth he or she has reserved but, in extenuating circumstances, the booth can be reassigned without approval of Exhibitor. Any such assignment does not imply that similar space will be assigned for future events. The Exhibitor shall not assign, sublet or apportion the whole or any parts of the space assigned or have representatives, equipment or material from firms other than its own in the exhibit space.

**DOWNSIZING OF BOOTH SPACE** The NEEE reserves the right to treat an Exhibitor's downsizing of booth space as a cancellation of the original space and as a purchase of new booth space. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

**BOOTH DISPLAY POLICY** You may not block the booth space of those around you. The NEEE will determine if you are blocking another's booth and will ask you to move any item that is blocking another's space.

**COPYRIGHTED MATERIALS** Including but not limited to; music and photographs. Exhibitors shall not play or permit the playing of live music or performance of, or distribution of any copyrighted materials, at the Expo unless they have obtained all necessary rights, paid all royalty fees, or other payments.

**NOISE CONTROL** Any electronic equipment or machinery that is determined to be detracting from other exhibits is not permitted.

**FOOD** Food and beverages may not be sold. If food or beverages is given away this must be approved, in writing, by NEEE.

**LIVE ANIMALS** No pets or live animals will be permitted without the written consent of Management.

**FIRE AND SAFETY LAWS** Federal, state and city laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Northeast Equine Expo Handbook.

**SECURITY** Security will be provided to patrol after show hours. The exhibit halls must be vacated within one-half hour after expo closing. Exhibitors will be allowed to enter exhibit hall upon presentation of an Exhibitor badge only. While security is available during both move-in and move-out hours it is required to man your booth at all times during the complete run of the expo to insure additional protection of equipment and valuables. NEEE is not responsible for theft or damage of property.

**BOOTH CONTRACT** The exhibit space contract upon receipt by NEEE shall constitute a valid and binding contract. If due to circumstances beyond the control of NEEE, the show should be canceled the contracted exhibitor shall waive any claims for damages and compensation.

**COLLECTION** If suit is instituted to collect past due amounts, Exhibitor agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.

**UNOCCUPIED SPACE** In the event and Exhibitor has failed to occupy the space contracted by for by 9:00pm (the evening before the event). NEEE shall have the right to utilize such space in a any manner he chooses. This will in no way release the contracted Exhibitor nor shall exhibitor be entitled to a refund.

**CANCELLATION** A WRITTEN notice of cancellation is required, by certified mail. Exhibitor is responsible for full payment of booth space and contract if not canceled in writing by March 1, 2010. NO REFUNDS OR CREDITS

**CANCELLATION BY NEEE** If the Exhibitor fails to make a required payment as described in this contract, the NEEE may terminate the Exhibitors participation in the Expo without further notice and without further obligation to refund moneys previously paid. The NEEE reserves the right to refuse the Exhibitor permission to move in and set up an exhibit under this contract if the Exhibitor is in arrears of any payment due to NEEE. The NEEE is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner, as it may deem best, and without releasing Exhibitor from any liability hereunder. The NEEE may also terminate this contract effective upon written notice of termination if the Exhibitor breaches any of its obligations under this contract, without any obligation on the NEEE part to refund any payments previously made and without releasing the Exhibitor from any liability arising as a result or in connection with such breach. If the NEEE removes or restricts an exhibit that is considered objectionable or inappropriate, no refund will be due to the exhibitor.

**FORCE MAEJURE OR CANCELLATION OF THE EVENT** If, in the event of war, fire, government regulation, public catastrophe, act of God, public enemy, terrorism or the threat of terrorism, warning by or world health organization or other cause beyond the reasonable control of the NEEE, the Expo or any other part thereof is prevented from being held, is cancelled by the NEEE or Belmont, the NEEE shall in its sole discretion be entitled to terminate this Agreement and/or the Expo (or any part thereof) and to retain such part of any fees paid by the NEEE or Belmont as shall be required to recompense it as for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. The NEEE reserves the right to cancel the Expo.

**NON-GUARANTEED** NEEE makes no guaranty or warranty, express or implied, as to the profitability or potential loss to or of Exhibitor with regard to Exhibitor's participation in the Northeast Equine Expo.

**REGULATION COMPLIANCE** Exhibitor shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State, city laws, codes, local statutes, ordinances, rules and regulations of Belmont (including any union labor work rules).

**PROMOTIONS** Where Exhibitor offers or provides exhibition, raffles, donations, or other promotional measures that require guests to be present at a specified location and time or any other unusual promotional plans, they must first be approved, in writing, by NEEE.

**LISTINGS AND PROMOTIONAL MATERIALS** By exhibiting at the Expo, the Exhibitor grants NEEE a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of the Exhibitor in any directory listing the exhibiting companies at the Expo and to use such names if the NEEE promotional materials. The NEEE shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials.

**RIGHT TO REFUSE** NEEE reserves the right to review and reject any application for exhibit space without prejudice. NEEE reserves the right to restrict or remove any exhibit, which NEEE, in its sole discretion, believes, is objectionable or inappropriate.

**CARE OF BELMONT** The Exhibitor shall promptly pay for any and all damages to Belmont or associated facilities, booth equipment of the property of others caused by the Exhibitor or any of its employees, agents, contractors or representatives.

**TAXES AND LICENSES** The Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial, and city laws applicable to its activities at the Expo. The Exhibitor shall be solely responsible for obtaining any necessary tax identification number and permits for paying all taxes, license fees, use fees or other fees, charges or penalties that become due to and governmental authority in connection with the Expo.

**ADA COMPLIANCE** Exhibitor's are expected to comply with regulations to make their booths and displays accessible to the physically challenged. Violations of the ADA can result in serious civil damage awards. The Exhibitor agrees to indemnify and hold harmless NEEE and Belmont for any claims arising out of our connection with the Exhibitor's failure to make their display comply with the ADA.

**ADDITIONAL TERMS AND CONDITIONS** The NEEE has sole control over attendance policies. Except as provided to the contrary in this contract, all moneys paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment. The Exhibitor and each of its employees, agents and representatives shall conduct themselves at all time in accordance with normal standards of decorum and good taste. In addition to its right to close and exhibit and withdraw acceptance of the contract, the NEEE in its sole judgment may refuse to consider for participation in future Expo's and Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. This contract and the accompanying rules and regulations represent the entire agreement between the Exhibitor and the NEEE with respect to the Expo. Any amendment to this contract must be in writing and signed by an authorized representative of the NEEE. The Exhibitor may not assign this contract or any right hereunder nor may the Exhibitor sublet or license all or any portion of the Exhibit.

**INCORPORATION OF RULES AND REGULATIONS** Any and all matters pertaining to the Expo and not specifically covered by the terms and conditions of this contract shall be subject to determination by the NEEE in its sole discretion. The NEEE may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Any such rules and regulations (whether or not included in the Northeast Equine Expo Handbook or similar document) are an integral part of this contract and are incorporated herein by reference. The Exhibitor shall observe and abide by additional regulations made by NEEE and soon as these additional rules and regulations are communicated to the exhibitor.

**I HAVE READ AND UNDERSTANT THE TERMS AND CONDITIONS SET FORTH ABOVE:**

Print Name

Signature