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2022 Extreme Mustang Makeover: Vendor Exhibitor Contract

Ocala, Florida: April 29-30, 2022

Organization Name: _____ Primary Contact Name: _____

Company/Contact Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____ Fax: (____) _____

E-mail: _____ Company website: _____

Product or Service to Be Exhibited: _____

Event	Location, Date	Terms	Quantity	TOTAL DUE:
Extreme Mustang Makeover	Ocala, FL Southeastern Livestock Pavilion 2232 NE Jacksonville Rd Ocala, Florida 34470 Move In Date: April 28, 2022 Vendor Sales: April 29-30, 2022 Move Out Date: April 30 (after event) or May 1, 2022	10x10 Booth (show duration): \$150	____ (#) 10x10 Booths at \$150/ea	
		10x20 Booth (show duration): \$225	____ (#) 10x20 Booths at \$225/ea	
		Tables & chairs are additional cost per location.	____ (Y/N) I will need a table(s) and chair(s) for this event.	N/A
Completed applications can be emailed to ann@mustangheritagefoundation.org or mailed to: Ann Souders, 158 Private Road 3456, Paradise, TX, 76073. Payment can be made by phone by calling (512) 869-3225. Checks can be made out to Mustang Heritage Foundation and mailed with application to the address above. Please retain a copy of this application for your records.				TOTAL AMOUNT: \$ _____

Vendor Contact: Ann Souders, ann@mustangheritagefoundation.org

Subject to the rules governing exhibitors and pending acceptance by the Mustang Heritage Foundation "management" to be indicated herein below, we, the undersigned exhibitor(s), hereby agree to lease exhibit space at the named MHF event for the period of time indicated, and will occupy the space assigned per the diagram provided by management, for which we agree to pay the management at its offices in Round Rock, Texas, no later than April 15, 2022, **the sum listed above**. We understand that space assignment will be made upon receipt of the contract by management and a payment in full. We understand and agree that this contract cannot be cancelled by us and agree to pay in full the sum herein provided in accordance with the terms hereof, regardless of whether or not we occupy the leased space for any portion of the lease term.

Authorized Signature: _____ Date: _____

2021 EXHIBITORS RULES AND REGULATIONS FOR TRADE SHOW

Rules and regulations governing the show have been briefly written to advise exhibitors of their privileges, restrictions and requirements. Any changes to the rules and regulations must be made prior to the opening of the show. Mustang Heritage Foundation will be referred to as "MHF" in the following.

- 1. RIGHT TO REFUSE** - Management reserves the right to determine the eligibility of any exhibition not in keeping with charter and purpose of the show. The Vendor Coordinator reserves the right to reject any applicant for space at any time and reserves the right to regain possession of any space by refunding to the applicant or exhibitor the amount paid for the space.
- 2. REGULATION COMPLIANCE** - The decision of the Vendor Coordinator must be accepted as final in any disagreement between exhibitors or in the decision to remove from the show any exhibitor or his representative performing any act or practice which, in the opinion of the management, is objectionable. All matters not covered in these conditions are subject to the decision of the Vendor Coordinator.
- 3. STALL ASSIGNMENT** - Stall space will be assigned and given priority at the discretion of the Mustang Heritage Foundation Vendor Coordinator. Exhibitor agrees to accept the booth space assigned and in extenuating circumstances, the booth can be reassigned without approval of exhibitor. Two or more firms may not exhibit in a single space unless approved by Vendor Coordinator. Exhibitor shall not sublet or apportion the whole or any part of the space assigned.
- 4. EXHIBIT INSTALLATION** - Exhibitors are to have trade show booths set up and ready by the designated time unless prior approval is given by MHF. All labor necessary in setting-up or removing exhibits must be supplied by exhibitor.
- 5. EXHIBIT REMOVAL** - All exhibits must remain intact until the close of the show.
- 6. VIDEO EQUIPMENT** - No video equipment is allowed on the premises. No exceptions.
- 7. STALL DETAIL** - Any specialty electricity, carpentry, wiring connections shall be installed at exhibitor's expense and must be pre-approved.
- 8. LIABILITY** - MHF assumes no liability including but not limited to the following: MHF is not responsible for anything that may be lost, destroyed, damaged or stolen and will be held harmless for any injury, death, or damage that may occur to an exhibitor, his or her employees, agents or property, or for loss as a result of theft, fire, accident or any other cause. Note: If requested by show management, exhibitors/participants must sign a release of liability form. Exhibitor agrees to protect, save and hold MHF and/or any person, organization or corporation for whom MHF contracts to serve as show management and/or facility forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or others, as well as to strictly comply within applicable terms and conditions in the contract agreement between the facility and MHF regarding the exhibition premises; and, further, exhibitor shall at all times protect, indemnify and hold MHF and facility forever harmless against and from any losses, costs (including attorney's fees), damage, liability, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the exhibitor's use of the exhibition premises or a part thereof.
- 9. TERMINATION** - If exhibitors fail to make payment required by the contract in a timely manner, MHF may terminate that contract and exhibitor's participation in the event without further notice and without obligation to refund monies previously paid. MHF 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 a manner, as it may deem best, and without releasing exhibitor from any liability there under. MHF may also terminate the contract without any obligation on MHF's part to refund any payments previously made and without releasing exhibitor from any liability arising as result of or in connection with such breach. If MHF removes or restricts an exhibit which MHF considers to be objectionable or inappropriate, no refund will be due to Exhibitor. Notwithstanding the foregoing, if MHF cancels the event due to circumstances beyond the reasonable control of MHF (such as acts of God, acts of war, governmental emergency, labor strike, or unavailability of the Exhibit Facility), MHF shall refund to each exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of organizer to exhibitor.
- 10. CANCELLATION** - A WRITTEN notice of cancellation is required, by certified mail, and a cancellation fee of 25% of reserved booth space will be charged. Exhibitor is responsible for full payment of booth space contract if not canceled in writing by June 30, 2015. NO REFUNDS OR CREDITS.
- 11. NON-GUARANTEE** - MHF makes no representations or warranties regarding the number of persons who will attend the show. Exhibitor understands that neither MHF nor its agents or representatives guarantees attendance at MHF nor any financial gain to any exhibitor participating in the show. Each exhibitor also understands that tickets to the show will be sold exclusively by MHF and the exhibitor is not entitled to any proceeds from ticket or concession sales.
- 12. INSURANCE** - Exhibitor is required to obtain and maintain in full force and effect throughout the show the following CURRENT insurance:
for Trade Show Booth: Commercial General Liability written with limits of at least the following: Each occurrence - \$1,000,000; Personal & Advertising injury - \$1,000,000; General Aggregate - \$1,000,000; Products/Completed Operations Aggregate - \$1,000,000; Fire Damage (any one fire) - \$50,000; Medical Expense (any one person) - \$5,000. Coverage shall include: premises/operations, contingent liability for subcontractors, products/completed operations, personal injury, and contractual liability to ensure the indemnification (hold-harmless) clauses contained in this Contract. A Certificate of Insurance for the exhibitor showing policy numbers, limits of liability and coverage, and expiration dates must be received by show management prior to Show or stall/booth space and fees are subject to forfeiture. **Insurance shall be made out to Mustang Heritage Foundation at 1000 Gattis School Rd, Ste 110, Round Rock, TX 78664.**
- 13. COMPLIANCE WITH LAWS AND REGULATIONS** - Exhibitor shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations and all rules and regulations of the Exhibit Facility (including any union labor work rules). All decorative materials used in displays must meet the flame proofing regulations of the Fire Department.
- 14. FOOD** - Exhibitor sales of food and beverage for consumption is prohibited.
- 15. LIVE ANIMALS** - No pets or live animals will be permitted at any time. If any live animal is found, you may be asked to leave the event.
- 16. 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. If credit card payment is denied or a check bounces there will be a \$50 fee imposed and payment must be made with a cashier's check or money order.
- 17. REPRESENTATION** - No representations are/have been made unless in writing, in this contract.