

## Rules and Regulations for Vendors- NDHE 2019

- Vendors/Exhibitors are encouraged to hold their own insurance to cover their booth and merchandise.
- Confirmation letter and receipt will be emailed or mailed within one week of receipt of vendor contract.
- Check-in/set up will be available from 7:00 a.m. to 11:30 a.m. Friday, May 17. Do not be late. No exceptions.
- Set up must be completed no later than 12:00 p.m. on Friday, May 17.
- Doors open for show at 1:00 p.m. on Friday and 9:00 a.m. Saturday and Sunday.
- One table, two chairs, power access, two admission tickets are included in booth rental. Only specific booths have draping. If you wish to purchase additional draping you may contact a NDHE Representative. Cost is \$0.75/foot.
- Vendor/exhibitors who purchase only a booth rental will be featured on the website under vendors, listed on the event program with booth location and small description of organization/services. Additional advertising is listed on the advertising page.
- Vendor booths must remain intact until 3:00 p.m. on Sunday, May 19, unless an exception is made by Expo Management.
- You will pick up your event admission pass when you check in. Forgotten, lost, or stolen passes will not be replaced. No Exceptions. Two passes per vendor are included with rental unless otherwise stated in the contract.
- Therapy room exhibitors: The therapy stall and booth area are specifically for therapists, veterinarians, saddled fitters, farriers and other health modalities that are able to be performed on a horse in the allotted space. The idea is for

owners to be able to bring their horse to the event and be able to try out different therapies and for exhibitors to show off their skills. The exhibitor has access to the stall area behind their table, but they will not be provided panels to enclose the space. They can provide their own panels and be attached to the existing panels if the exhibitor chooses to do so at their own expense. No horses receiving therapy in one of these stalls is to be tied to the panels at any time. The horse owner must be present and holding the horse receiving the therapy. **NO EXCEPTIONS! *If this rule is broken the exhibitor will be removed from the event.*** (Its an insurance issue).

All exhibitors who rent these spaces will have the opportunity to showcase their skills in the round pen once during the weekend event. You must pre book your time in the round pen with the event coordinator.

- All charges for exhibit/vendor space must be paid in full by the date specified on the contract. (Exhibitors/Vendors not complying will not be allowed to move in.)
- No refund will be made if reserved space is not used, or only used for part of the three-day event.
- If an exhibitor/vendor cannot make the show, written notice must be received in our office no later than 90 days prior to the show to be eligible for a deposit refund. ( Feb. 17, 2019 )
- No refunds will be issued without written consent to the NDHE by the vendor/exhibitor.
- No refunds will be issued if cancellation is within 90 days prior to the Expo.
- Arrangements must be made in advance for early set-up, early delivery of freight, and temporary storage of merchandise and/or booth materials. There is no guarantee of early setup availability. There may be an additional charges assessed for

early delivery/storage of materials. These fees must be paid at check-in.

- North Dakota Horse Expo reserves the right to decline or prohibit any exhibit, exhibitor, or proposed exhibitor/vendor, which in management's opinion is not appropriate and in keeping with the integrity of the North Dakota Horse Expo.
- No exhibitor/vendor or display space shall be sublet/shared without express permission from North Dakota Horse Expo management.
- Displays will be permitted on the exhibit floor only by official exhibitors. **Exhibit materials are restricted to the purchased space unless otherwise specified in the contract.**
- Distribution of advertising material by representatives of organizations who are not official vendors/exhibitors is strictly forbidden without the consent of the management.
- All exhibitors/vendors are required to comply with all applicable federal, state and local laws, rules and regulations and to obtain any applicable licenses and/or permits (including but not limited to sales tax, raffle permits and others).
- Exhibitors must be arranged so that they are completely within allotted space so that aisles are not obstructed. Ample space must be provided within for customers. Exhibits must conform to size of the space. No noisy or obstructive work will be permitted during open hours of the exhibition, nor will noisily operated displays, or exhibits producing objectionable odors be allowed. All packaging materials and containers must be removed from sight. No damage of any nature may be done to the booth structures nor to any part of the exhibit halls. Exhibitors will be held responsible for all damages. Displays are subject to inspection and approval for safety.

- No exhibitor/vendor is allowed to tape or attach any materials to the event center walls or flooring without permission.
- *Liability for loss, theft, property damage or destruction and personal injury.* Exhibitor hereby waives any and all claims against: **North Dakota Horse Expo & Dirt To Diamonds LLC, North Dakota State Fair Center and all NDHE Customer-Representatives, freelancers and volunteers,** (hereinafter known as “the released parties”) resulting from loss, theft, damage or destruction to its property, or from personal injuries to the exhibitor, its agents, employees, visitors, guests or animals including those losses arising from the alleged negligence of the released parties.
- Exhibitor/vendor assumes full and complete responsibility for any damage that may occur when moving exhibit material in or out of facility, or destruction of property of others, or person(s) participating in the event. Exhibitor/vendor hereby waives any right of indemnification, which it may have against the released parties for any and all claims arising from this Agreement.
- The NDHE reserves the right to regain possession of any space by refunding the applicant, vendor or exhibitor the amount paid for the allotted space at any time.
- The Release of Liability form needs to be signed and returned. Vendors are encouraged to carry fire and liability insurance covering trade shows and fairs which insures their goods and exhibits against damage and loss of personal injury. ***If Vendor chooses not to hold insurance they will assume all risks involved with participating in the event and by signing this agreement vendor/exhibitor agrees to be fully responsible for any issues arising from the participation in this event.***

- Exhibitors cannot distribute food. No exceptions. No alcoholic beverages are allowed in any of the booths.
- Vendors/exhibitors who are disruptive or disorderly will be removed from the premises and not issued a refund.

### **North Dakota Limited Liability Law**

**Under North Dakota Law, any equine professional or activity sponsor is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to chapter 53-10, 01-02. Equine activity sponsor or professional.**