

North Dakota Horse Expo  
 May 17-19 2019 @  
 North Dakota State Fair Center  
 All Seasons Arena  
 2005 Burdick Expressway East  
 Minot, ND 58759

**Vendor Contract**

Company/Organization name to be listed in program (limit to 45 characters)	
Responsible contact person:	
Address:	
Email address:	
Phone:	
Website:	
Short description of products sold or organization information:	

**Concrete Floor Space**

- 10x10: \$150
- 10x15: \$200
- Larger size   
(Contact for price)

**Dirt Floor Space**

- Table and Stall therapy space \$300.
- XL booth   
(Contact for price)

Additional Advertising: \$ \_\_\_\_\_

***\*see advertising flyer for pricing***

**Payment Information**

- 1) Half of the total cost is due immediately to reserve your space, please see map to pick your preferred booth location.
- 2) If full amount is paid by October 1, 2019 you will receive an additional 3 day event pass free of cost.
- 3) All advertising fees for the program are due November 1, 2018 for the event program.
- 4) All vendor fees must be paid in full 90 days prior to the event ( February 17, 2019)
- 5) If you have any questions please contact Kaycee Wilen at;  
[kayceesmassage2@outlook.com](mailto:kayceesmassage2@outlook.com), or 701.426.0174

6) Mail original signed contract and check to North Dakota Horse Expo, 2001 345th Ave SE, Max, ND 58759.

### Payment Method

Check Enclosed  
\*payable to North Dakota Horse Expo

Credit Card (4% transaction fee)

Credit card payment will be processed through Apple Pay Point of Sale system and only by North Dakota Horse Expo company owner.

Card # \_\_\_\_\_

Exp. \_\_\_\_\_ CVV: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Credit card billing address: \_\_\_\_\_

I authorize that my card be charged for the amount indicated above for the North Dakota Horse Expo 2019

Authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Agreement

All vendors must sign that Rules and Regulations have been read and agree to terms as outlined in the Vendor Contract and Rules and Regulations. Also enclosed is the \*release of liability form\* to be returned with this contract.

Signature of responsible party:

\_\_\_\_\_

Printed name of responsible party:

\_\_\_\_\_

Date:

\_\_\_\_\_

## 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 31. Do not be late. No exceptions.
- Set up must be completed no later than 12:00 p.m. on Friday, May 31.
- 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, and 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 5:00 p.m. on Sunday June 2nd, 2019, 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. 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.*** All exhibitors who rent these therapy 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. ( March 1, 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.
- Exhibitors in a space in the theater or FFA hall are meant for advertising or selling items. Services are meant to be sold in a

Wagon Wheel space. Exhibitors who have rented a space for advertising or selling are not permitted to sell a service during the expo without permission from Expo management. IE: if your a photographer, you can advertise your service and sell prints of a photo, but you are not permitted to take photos of customers and sell them to customers without special permission. Certain exhibitors are paying for exclusive rights to provide certain services. This keeps it fair for all. NO EXCEPTIONS.

- 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 during the Expo 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.**

## Release of Liability Form - North Dakota Horse Expo 2019

The Vendor, by signing this release, expressly assumes all risks associated with, resulting from or arising in connection with the Vendor's presence at the North Dakota Horse Expo (NDHE), including without limitations, to all risks of theft, loss damage, or injury to the person (including death), property, business, or out of acts or failure to act of Vendor or his representatives at the expo.

North Dakota Horse Expo it's volunteers and committee members, North Dakota State Fair Center, and Dirt To Diamonds LLC shall not be held responsible for, and shall be excused from, non-delivery of the location if non-delivery is due to fire, flood, earthquake, elements of nature or acts of god, acts of war, terrorism, riots, civil disorders, rebellions, or revolutions, or any other similar cause beyond the reasonable control of NDHE. If the NDHE is unable to hold the expo for any reason stated in this paragraph, NDHE will NOT reimburse the vendor for rental fees paid here under.

North Dakota Horse Expo recommends that the vendor carry fire and liability insurance covering trade shows and fairs which insures their goods and exhibits against damage and loss or personal injury. Should the vendor choose not to carry insurance, they waive any and all responsibility from NDHE its committee and any other associates and accept all risks involved.

Vendor signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Vendor name: \_\_\_\_\_

Vendor, please check to ensure all information is complete before mailing:

- contract has been signed, dated and original mailed.
- Payment has been enclosed.
- Rules and Regulations of vendor contract have been thoroughly read and understood.
- Release of liability has been signed and dated and original enclosed with contract.