

Connecting People to Quarter Horses and One Another

TERMS OF CONTRACT

PAYMENT: if the Vendor fails to make full payment as set forth in this contract, all rights of the Vendor hereunder shall cease and terminate.

DEPOSITS ARE NON-REFUNDABLE: Payments other than deposits are refundable only if space is re-leased.

LIABILITY: The North Carolina Quarter Horse Association, North Carolina Quarter Horse Youth Association or the Little Futurity, will not liable for any loss of damage of property of vendors, or their employees, due to fire, robbery, accidents, or any cause whatsoever that may arise from use and occupancy of leased space or building. The vendor agrees to indemnify and hold harmless The North Carolina Quarter Horse Association, North Carolina Quarter Horse Youth Association or the Little Futurity and their employees and/or agents. **VENDORS SHALL FURNISH THEIR OWN PUBLIC LIABILITY INSURANCE.**

TERMINATION OF CONTRACT: This license may be terminated by the North Carolina Quarter Horse Association at any time on the breach of any of the conditions by the vendor, and thereupon all his/her rights hereunder shall cease and terminate, and any payments made by him on account hereof, prior to said termination, shall be retained by the North Carolina Quarter Horse Association and may thereupon resell said space.

DESTRUCTION OF PROPERTY: In case the premises are destroyed by fire or the elements, or by other cause, or in case of any circumstances whatsoever during the show, the vendor fee cannot be refunded. The North Carolina Quarter Horse Association, North Carolina Quarter Horse Youth Association or the Little Futurity are released from any and all claims for damages, which might arise upon consequences thereof. In the event, that for any reason, The Tar Heel Triple Classic is not held as proposed, the vendor shall receive a refund of any amounts paid on vendor space other than deposits, releasing all claims or damage from The North Carolina Quarter Horse Association, North Carolina Quarter Horse Youth Association or the Little Futurity and/or their agents and/or members.

SUBLETTING or donation of space, partially or in its entirety, is not permissible without written consent of the show management. Shared spaces must have ALL parties names included on the rental agreement.

BUILDING RULES AND CITY ORDINANCES: The vendor agrees to obey all rules of the North Carolina State Fairgrounds, which may now by in existence or which hereafter, may be made and to abide by the rules and regulations of the Raleigh and Wake County Departments of Building, Fire, and Health and such other Departments whose duties embrace regulations vendors, etc.

GENERAL: The management of The Tar Heel Triple Classic reserves the right to decline or prohibit any vendor or portions thereof, and to permit only such or conduct, as shall be approved by it. Show management reserves the right to make location/space changes, with no advanced notice to the vendor that will, in the opinion of show management, be of benefit to the show.

RULES AND REGULATIONS

OPENING AND CLOSING: Booths will be ready for business by 8:00 a.m., June 11, 2009. No booths may be erected or torn down between the hours of 8:00 a.m. and the close of the show, on any show day. Booths must be open from 8:00 a.m. to 5:00 p.m., or until the end of the show, on any show day. Booths may not be dismantled prior to the end of the show on June 21, 2009, without written permission from show management. Vendors will have access to their booths at least 30 minutes prior to the beginning of the show.

DECORATING OF BOOTHS: Displays and projects and operations must be kept within the confines of the rented floor space. No booth structure, material or sign may obstruct other displays or projects. **ALL ELECTRICAL USE IN THE EXHIBIT AREA MUST COMPLY WITH THE OSHA NATIONAL ELECTRICAL CODE.**

USE OF SPACE: All sales, taking or orders for future delivery, conferences, lectures, displays and distribution of literature will be limited exclusively to vendors and must be conducted in a dignified manner within the confines of the leased space. All booths must have attendants during show hours unless arrangements otherwise are made with show management. Use of noise making devices or public address systems shall be under strict control of show management. No cooking is allowed indoors, no pets or livestock are permitted without authorization. Any gasoline powered vehicles occupying indoor space must have the battery disconnected.

RAFFLES may only be conducted by chartered, NON-PROFIT organizations or charities, and must be registered with the show. Drawing date and/or time must be clearly posted in the vendor booth. All raffle sales must be conducted within leased booth space.

CARE OF SPACE: Vendors shall care for and keep in good order the space occupied by them and surrender such space at the close of the show in the same condition as it was when taken over. If the space occupied shall be damaged by the vendor, his employees, patron or guests, he shall pay such claims as are necessary to restore the space to its original condition.

CONDUCT: Vendors and their personnel will be expected to maintain a businesslike attitude throughout the show, and strive to show the paying public a good time. Consumption of alcoholic beverages is strictly forbidden. Anyone found to be creating a nuisance or conducting themselves in a manner unbefitting The Tar Heel Triple Classic will be subject to eviction from the premises.

VIDEOTAPES to be shown during the show must be reviewed by the show management in advance to insure their content is in keeping with the show theme. Showing of unapproved videotapes or films is just cause for contract nullification and subsequent eviction. Speaker volume must be maintained to a level deemed non-disruptive to adjoining booths by the show management.

SECURITY is provided by the North Carolina State Fairgrounds.