



Dear Trade Show Vendor:

Thank you for your interest in a vendor space for the 2020 NRHA Derby Trade Show, June 13-21, 2020 at the Oklahoma State Fair Park. We are offering another dynamic show schedule, increased participation of national and local riders, along with plenty of family fun activities.

To request a vendor space, you will need to complete and return the following items by May 18, 2020:

- Trade Show Application
- Signed Terms & Conditions – Including page 2 acknowledging required insurance coverage
- Product & Booth Space Details form

NRHA Sponsors will have priority placement and remaining spaces will be made available to vendors. We will make every attempt to assign space to those who have exhibited at NRHA events in the past and then any remaining spaces will be made available to vendors on the waiting list.

NRHA Derby booth spaces will NOT be draped or include an identification sign which includes Outdoor space(s). Any decorating needs such as tables, chairs, carpeting, drayage, telephone, or Wi-Fi must be ordered through the official service provider (Service Provider forms available at NRHADerby.com). Electrical, forklift and stall removal services can be ordered through NRHA and should be indicated on the form below. Payment for these services must be included in the total balance due June 1.

Other important dates:

- Thursday, June 11, 2020 – Vendor Move In (Pre-Approved Spaces Only)
- Friday, June 12, 2020 – All Vendor Move In
- Saturday, June 13, 2020 – Show begins
- Sunday, June 21, 2020 – Show Ends/Vendors Move Out

Thank you again for your interest in the 2020 NRHA Derby. Feel free to contact me at (541) 551-1242 or [events@nrha.com](mailto:events@nrha.com) for more information. We look forward to seeing you in OKC!

Sincerely,

Loren Morris  
Trade Show Manager  
(541) 551-1242  
[events@nrha.com](mailto:events@nrha.com)







## TERMS AND CONDITIONS

**Payments:** A request for a vendor space must be received by NRHA no later than May 18, 2020. All fees must be paid in full by June 1, 2020. A \$35 fee will be assessed for any payment returned by NRHA Derby's bank for any other reason; replacement payments will only be accepted in the form of a money order, a cashier's check, or cash. The NRHA reserves the right to deny trade show space for any reason, at any time, and return this application rendering any contractual obligations for trade show space null and void. Vendor agrees to pay all fees in United States dollars from a U.S. bank, made payable to the National Reining Horse Association according to the payment schedule outlined in this contract. NRHA reserves the right to cancel this application and resell the assigned space if Vendor fails to pay required space fees by outlined payment schedule deadlines or if a suit is instituted to collect past due amounts. Vendor agrees to pay associated collection costs, court costs, reasonable attorney fees, and interest at the maximum prevailing rate resulting from such an action.

A signed Trade Show Application is a binding contract and NRHA reserves the right to reject any application or vary an assigned space in the spirit of creating a more effective exhibition; any excess space rental fees paid will be returned to Vendor. Vendor shall not sublet their assigned space or have materials from companies other than those with whom they have an on-going business relationship.

### **BOOTH SPACE DETAILS:**

**Access:** Vendor agrees to provide access to their contracted space for NRHA security staff, maintenance staff, and NRHA staff. Vendor further agrees not to enter any other Vendor's contracted space before or after trade show hours without permission of the Vendor whose space is being entered.

**Advertising:** Promotional tools which are acoustical, other than sound systems, are acceptable when they do not interfere with the event's announcements or infringe on surrounding displays. Vendor agrees to engage in marketing of all products within the confines of their assigned space and only sell or promote products or services approved by NRHA and indicated under the Product & Services Details. Further, Vendor understands that the distribution or posting of marketing materials; such as signage, brochures, pamphlets, etc. is prohibited beyond the confines of their assigned space. The distribution of adhesive stickers or balloons filled with air or helium is prohibited.

**Badges:** NRHA will not require Vendors to show badges to gain access to the event.

**Booth Services:** Any decorating needs such as tables, chairs, carpeting, drayage, telephone, or Wi-Fi must be ordered through the official service provider. Ordering information can be accessed via [NRHADerby.com](http://NRHADerby.com).

**Display Installation:** All Vendors will be notified of assigned move-in and move-out times. All exhibits must be in place by 6:00 pm on Sunday, June 13, 2020 or your space will be forfeited without any refund and NRHA shall have the right to utilize such space in any manner. Displays must adhere to any government, Fire Marshall and facility regulations and requirements.

**Display Removal:** No part of a display will be allowed to be dismantled, packed, or leave the trade show areas prior to the conclusion of the final class on Sunday, June 21. Any Vendor who violates this rule may, at the sole discretion of NRHA, not be invited to participate in future events. All Vendors must be vacated on Sunday, June 21 by 6:00 pm. Vendors are responsible for leaving the space in its original condition; any damage occurring to facility from the erecting, existence or dismantling of a display will be the liability of the Vendor.

**Electrical Service:** Vendors requiring electrical service must complete the Electrical Services order form and return to NRHA along with payment.

**Fire Regulations:** Vendors will abide by all State, County, and venue fire regulations. All decorative materials must be flame retardant, no flammable gases, open flames, tents, or tarps are permitted. Vendors in the Barn areas must strictly adhere to these regulations; red rosin construction grade paper and cheesecloth are the only acceptable items used to cover stalls and no two continuous stalls can be covered. Indoor vehicle / trailer displays must have at least one battery cable disconnected, fuel tank openings shall be sealed and tanks shall be less than 1/8 full. Presentation: Each booth display must be consistent with to the size of the assigned space and may be up to 8'



in height at the back. Vendors may not, without consent from NRHA at the time of contracting the vending space, construct high side walls or display merchandise in such a way that obstructs the view of adjacent display spaces. All aisles and building exits must be kept free of product, displays, etc., at all times. Any displays with unattractive or unfinished portions exposed, including at the rear or sides, must be acceptably covered at the Vendor's expense to the satisfaction of NRHA. Assigned space must provide enough room for Vendor personnel.

**Shipments:** All shipments must be arranged through the official event decorator. Neither the facility nor NRHA can accept, or be responsible, for shipments. Pre-Show Shipments: Shipments to be received prior to the show should be coordinated with Loren Morris. During Show Shipments: (shipments received June 13 – 21) should be shipped via UPS and Fed Ex to 333 Gordon Cooper Blvd, Oklahoma City, OK 73107. USPS does not deliver to the Coliseum and should be avoided. Shipments must be clearly addressed to your company name (as indicated on the Application above), along with a cell phone number. Packages will be delivered to the Trade Show Office (Located in the Coliseum, Room #3) and will be transported by Tradeshow Management Staff to your booth unless other arrangements have been made.

**Signage:** Signs must be professionally made, handwritten signs are not acceptable, and fit within booth dimensions without blocking the view of any other display. Aerial signage is permitted above assigned space, but may not be hung from any building pipes and must be in compliance with all fire code and facility regulations. Signs may be hung from the back drape of the booth as long as the method used does not damage booth draping material, if provided.

**Use:** Booths must be staffed during trade show hours. Vendor is responsible for the conduct of their personnel, in the event NRHA deems Vendor's personnel offensive, NRHA reserves the right to dismiss them from the event venue for the duration of the event. Only Merchandise approved on the Product & Services Details form may be displayed and must have an equine or canine theme.

**Vendor Services:** Information on service providers will be made available. Vendors are responsible for providing or arranging all necessary labor for transporting, uncrating, erecting, dismantling and re-crating of displays and hanging of aerial signage. Arrangements can be made with the designated Service Provider and Labor forms are available at NRHADerby.com. Vendor agrees to abide by and comply with the regulations and policies of official service providers; service providers are not the agents or employees of NRHA.

#### **CANCELLATIONS AND REFUNDS:**

**Contract by Vendor:** A vendor requesting to cancel their contracted space must submit a written notification to NRHA by May 18, 2020. If a written request is received by the deadline a refund will be returned to Vendor. A \$100 administrative fee for expenses incurred may be, at the discretion of NRHA, deducted from the refund. Cancellations received after May 18, 2020, shall forfeit all monies paid. Vendor forfeits all rights to assigned space by cancellation.

**Contract by NRHA:** If Vendor fails to make payments as specified by this contract, NRHA may terminate said contract and Vendor's participation in the Event without further notice or obligation to refund monies previously paid.

**Event by NRHA:** If NRHA cancels the Event resulting from circumstances beyond reasonable control of NRHA, NRHA shall refund Vendor its space payment, and the Vendor shall waive any claims for damages or compensation. Any Vendor who cancels this contract prior to any cancellation of the Event by NRHA shall not be entitled to any refunds.

**Removal of Vendor by NRHA:** Should any Vendor fail to observe any of the terms of this application, any of the Rules & Regulations set forth by NRHA, or any state or federal law, NRHA reserves the right to prohibit or remove any Vendor and or prevent Vendor from further rights and forfeiture of vending space rental. NRHA shall not be liable for any costs, damages or expenses resulting directly or indirectly from such removal. Additionally Vendor will not be entitled to a refund of moneys paid to NRHA.

**INDEMNITY:** Vendor agrees to indemnify, hold harmless and defend Releases from any liability from all third party claims, demands, causes or action, suits, proceedings (whether civil, criminal, administrative, or investigative), judgments, liabilities, costs based upon (1) Vendor's installation, removal, maintenance, occupancy or use of the trade show area; and/or (2) Vendor's failure to comply with the Terms



& Conditions of this Agreement and/or the terms of the agreement between NRHA and the State Fair Park regarding the trade show area; and/or (3) Vendor's violation of any national, state or local law or ordinance regarding Vendor's occupancy or use of the trade show area. This indemnity shall include all usual and customary expenses incurred in defense of or response to the action, suit, or proceeding including, attorneys' fees, costs, judgments, fines, and amounts paid in settlement that are reasonably incurred by such person in connection with such action, suit, or proceeding. The indemnification provided herein shall inure to the benefit of the Releases and their successors, heirs, executors or administrators, and shall not be exclusive of any other rights to which the Releases may be entitled by virtue of the laws of the State of Oklahoma.

**INSURANCE:** Vendor understands that NRHA and the State Fair Park do not maintain insurance covering Vendor's property and that Vendor has the sole responsibility to obtain insurance to cover any losses, property damage, or business interruption.

**WAIVER AND RELEASE LIABILITY:** Vendor hereby releases, discharges and agrees not to sue NRHA, NRHA Corporate Partners, the State Fair Park and their respective officers, directors, employees, agents, members, and volunteers (each considered a release) from all liability, claims, demands, losses, or damages arising as to injuring, death, damage or theft to vendor, vendor's employees, agents, representatives, guests, or property as a result of vendor's installation, removal, maintenance, occupancy, or use of the trade show area, or a part thereof, or caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise. Vendor shall maintain insurance at vendor's own expense to cover such losses.

**TAXES:** All vendors must provide their Oklahoma Sales Tax permit on this application. If you do not provide this information to the NRHA as requested, state law requires you to remit your sales tax and tourism levy to the Oklahoma Tax Commission within 15 days following the event (check payable to Oklahoma Tax Commission).

**TRADEMARKS / COPYRIGHTS:** NRHA has the sole and exclusive right to produce or sell products bearing its logo and show names and only its designated licensees may distribute such products. NRHA trademark policy:

Usage of the NRHA sliding horse logo in combination with the name "National Reining Horse Association" is prohibited, usage of the NRHA sliding horse logo in combination with the letters "NRHA" is prohibited, usage of the sliding horse logo with any abbreviation for "National Reining Horse Association" is prohibited, usage of the name "National Reining Horse Association," "NRHA", or any abbreviation for "National Reining Horse Association" is prohibited, and the usage of the show name, "2020 NRHA Derby", in its entirety or in parts is prohibited

Please note that custom orders will not be allowed with the use of any of the above restrictions. In the past, custom orders had been allowed, but this practice has now been discontinued. NRHA will adhere to a strict policy of preventing violations. Any person or vendor not adhering to the policy may be asked to leave the show and future show participation will be discontinued. Please adhere to the policy.

**MISCELLANEOUS:**

**AMERICANS WITH DISABILITY ACT (ADA):** Vendor agrees to make available the goods and services offered to all attendees including those with disabilities.

**CONSUMER COMPLAINTS:** Any complaints received by consumers will be discussed with Vendor, kept on file, and may have an impact on Vendor's participation in future events.

**DISCRIMINATION:** Vendor agrees not to discriminate against any person on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender, marital status, height, weight, disability, and disease.

**DONATIONS AND CONTRIBUTIONS:** Donations or contributions may not be requested, solicited or accepted at NRHA without the prior written approval of NRHA Management.

**FOOD:** The sale or distribution of food, food samples, alcohol, tobacco products, or beverages is prohibited. Any Vendor who violates this rule may be subject to a penalty dictated by the Venue.



**PARKING:** Parking is only permitted in designated parking areas. Trade Show Vendors will not be invited to future NRHA events if there are parking problems reported, such as parking in areas marked no parking or noncompliance if asked to move a vehicle. Parking Permits are not available for purchase.

**PETS:** NRHA and the State Fair Park's insurance coverage strictly prohibit pets and live animals, other than service animals, in the Coliseum without written consent of NRHA Management. Pets in other areas of the facility must be on a leash or restrained.

**PRIZE DRAWINGS:** All drawings must be pre-approved in writing by NRHA Management and must be conducted in accordance with applicable state and local laws. NRHA will not permit live animals to be used as prizes and winners need not be present to win.

**SECURITY:** Night Watchmen will be on-site during non-trade show hours. Neither NRHA nor the State Fair Park will be responsible for losses or the security and protection of property and merchandise belonging to Vendors anywhere on the venue.

All matters not covered in these Terms and Conditions of this Trade Show Application are subject to the decision of NRHA Management and must be accepted as final in any disagreement between Vendors or in the decision to remove from the event any Vendor or Vendor's representative.

#### TERMS & CONDITIONS ACCEPTANCE

The undersigned understands and agrees that a vending space is not confirmed until a completed Trade Show Application, deposit and Terms and Conditions forms are received by NRHA. Also, agrees to the Terms and Conditions of this contract and shall observe and abide by any additional regulations that are communicated for the safety and betterment of the event.

**Signee Name:**

**Company Name:**

**Signature:**

**Date:**

**NOTES:**