



2021 Conditions of Application

1. APPLICATION FORM: The Vendor Application Form is issued by National Horse Show, hereinafter referred to as NHS.

- a) No request for space will be considered unless a FULLY COMPLETED APPLICATION AND APPROPRIATE FEES IN THE FULL AMOUNT have been received by the NHS.
- b) NO APPLICATIONS ARE ACCEPTED, NOR SPACE RESERVED OR GUARANTEED, VIA TELEPHONE.
- c) ALL merchandise to be offered MUST be listed on the application. This includes all PAST participants as well as NEW ones.

2. ACCEPTANCE/PROCESSING: Receipt of application and fees is not an automatic guarantee of acceptance as a vendor. Applications are considered according to completed date.

- a) 2020 participants in good standing with NHS are guaranteed acceptance if application and fees are received by NHS. See Rules #4 & #17 with respects to merchandise.
- b) New applicants are considered according to the postmark date and the type of product(s) to be offered in relation to the number of merchants offering like or similar products.
- c) PAYMENTS ARE NOT PROCESSED UNTIL THE APPLICATION IS ACCEPTED. Applicants will be notified via email whether they are accepted or not. If not accepted, the payment will be returned to the applicant or voided by shredding.
- d) Space is limited, so it is VERY important to submit your application early.
- e) The committee evaluates each application for acceptance to hopefully ensure a reasonable market for all merchants. Every attempt is made to place merchants so that any competition will be limited. Requests for placement are honored to the best of our ability but ARE NOT GUARANTEED.
- f) When the Vendor Spaces fill, applicants whose applications have already been received by the NHS will be advised and placed on the waiting list.

3. LOGOS/TITLES: The NHS logo and name are protected by U.S. Trademark Laws. These Trademarks may not be used without Official Authorization. Any use, description of or reference to the NHS Logo is prohibited. NHS may at its discretion license use of one or more of certain logos and/or titles for a fee. Contact the NHS Office with questions.

4. RIGHT OF EXCLUSION: NHS reserves the right to exclude any person or firm from exhibiting, or to close the stand of any Merchant for conduct objectionable to NHS, at its sole discretion. In the event of such exclusion or closure, the person or firm WILL NOT be entitled to any refund of the application fee.

5. ALLOTMENT OF SPACE

- a) Applications for space shall be dealt with by NHS in its sole discretion and NHS shall determine the position to be allotted to Merchants.
- b) NO MERCHANT MAY SUBLET THE WHOLE OR ANY PORTION OF ANY SPACE ALLOTTED TO HIM/HER; the contractual merchant is wholly responsible for any supplier whose goods are exhibited in the merchant's space.
- c) MERCHANTS MUST USE SPACE PROVIDED AND DESIGNATED BY NHS. VIOLATORS WILL BE PENALIZED.
- d) Vendors and Sponsors exhibiting for the entirety of the event will be given priority placement.

5. ADDITIONAL RULES

- a) You are permitted to promote from the boundaries of your booth. No promotional posters, fliers, materials, etc. are permitted outside of your paid space. No promotional posters, fliers, materials, etc. may be hung inside the Alltech arena or around the Kentucky Horse Park.
- b) NHS reserves the right to refuse any and all applicants or withdraw acceptance for unacceptable conduct or such other reasons as NHS in its sole discretion elects.

7. ADMISSION/PARKING PASSES

- a) Vendors will receive two parking passes and two admission passes.
- b) Admission passes and parking passes are transferrable throughout the duration of the event.
- c) Additional passes will be available for purchase.

8. SETUP OF STANDS

- a) Goods, exhibits and units may arrive on the grounds NO EARLIER THAN MONDAY, OCTOBER 25 AT 8:00 A.M.
- b) Vendors have the option of two move-in dates: Monday, October 25 or Monday, November 1.
- c) Vendors moving in on Monday, October 25 MUST BE CHECKED IN BY 4:00 P.M.. Merchants not checked in by 6:00 P.M. MONDAY, OCTOBER 25 face loss of space and no refund. All vehicles must be removed from the Vendor area by 6:00 A.M., WEDNESDAY, OCTOBER 27. Vendors moving in on Monday, November 1 MUST BE CHECKED IN BY 4:00 P.M.. Merchants not checked in by 6:00 P.M. MONDAY, NOVEMBER 1 face loss of space and no refund. All vehicles must be removed from the Vendor area by 6:00 A.M., TUESDAY, NOVEMBER 2.
- d) NHS will provide information on the recommended carrier service for materials shipping & handling. Merchants are not permitted to ship directly to the Kentucky Horse Park. The Kentucky Horse Park are not responsible for lost, stolen and damages goods shipped unauthorized the Kentucky Horse Park.
- e) Should merchants elect to use a different carrier service instead of the recommend official carrier service of the event, Merchant must be self-sufficient to setup and dismantle items for the allotted booth space. This includes any equipment needed to unload and load materials from carrier.

9. HOURS OF OPERATION: Hours of operation may fluctuate based on hours of competition or administrative decisions. Please check with the NHS for more information.

10. DISMANTLING OF STANDS: Goods, exhibits and units MAY NOT BE REMOVED prior to 8:00 A.M., Monday, November 8, and MUST BE REMOVED no later than 6:00 P.M., Monday, November 8. Merchants are responsible for seeing that ALL items rented to them (i.e. tables, chairs, etc.) by NHS are signed in to an NHS Representative upon leaving. Merchants will be charged replacement costs of items not in allocated spot upon check out. Merchants renting items from any source other than NHS must insure those items are removed by the Noon deadline. **Merchants are subjected to a \$400 cleaning fee for any items not property of NHS or a third-party rental company that are NOT REMOVED before the 6 P.M. deadline**.

11. VEHICLES/PARKING

- d) Please park all vehicles in designated areas. All vehicles parked illegally are subject a parking violation from the Kentucky Horse Park police.



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12. REFUNDS: A refund less a handling charge of \$350.00 will be made if the notice of withdrawal and request for refund are received by NHS, in writing, prior to September 1. NQ refunds will be offered past September 1.

13. ELECTRICITY: Electricity will be made available by NHS to all merchants. Each Merchant will be provided with an individual electric box with a maximum of 20 amps. **WE CANNOT ACCOMMODATE ELECTRIC HEATERS.** Anyone found to be using an electric heater resulting in the damage to the electrical equipment will be subjected to a \$500 fine payable before the vendor disassembles booth at the end of the show.

14. FINAL PAYMENTS: Prior to dismantling, merchants must make final and complete payment to NHS as reflected by NHS records for additional tables or chairs rented upon arrival and during horse show. Failure to do so will automatically render the merchant ineligible to participate as a vendor again.

15. GENERAL CONDITIONS

a) No Merchant will be allowed to place exhibits of any type or description so that any part thereof projects beyond the limits of the space allotted, or in such a manner as to unduly obscure the exhibits of an adjacent stand in NHS's sole discretion.

b) Fixture height of back or side walls and/or back or side walls not to exceed 8'.

16. INSURANCE: As a condition precedent to this agreement, all Merchants shall furnish to NHS proof of comprehensive general liability, workers compensation, and products liability insurance in a form, and in amounts, satisfactory to NHS, naming Nationals Horse Show and the Kentucky Horse Park as additional insureds. The acceptability of this insurance coverage shall be in the sole discretion of NHS, and NHS reserves the right to prohibit the Merchant's participation if the insurance coverage is not to NHS's satisfaction. If the undersigned merchant fails to submit sufficient proof of coverage as required will have released all liability as seen in Rule #16 by the submission of the application and acceptance of the terms and conditions for the duration of the event October 27, 2021 to November 7, 2021.

17. RELEASE, INDEMNIFICATION AND HOLD HARMLESS: Every Merchant shall indemnify, defend and hold harmless NSH and NHS's officers, employees, directors, sponsors, agents and volunteers from any and all claims, demands, damages, actions, costs and charges to which NHS may be subject or to which NHS may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom unless such injury or loss arises solely from the negligence of NHS, and shall at his own expense, assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against NHS by a third person; and shall pay any such judgments that may be rendered in such actions.