



Right to Exhibit

- Elite Barrel Racing Productions (hereinafter PRODUCER) reserves to itself complete authority in the approval process of exhibitor, exhibitor's representatives and the products to be exhibited (hereinafter, collectively, VENDOR).
- There exists no right to exhibit; rather VENDOR participates at PRODUCER's suffrage alone. Therefore, PRODUCER may require VENDOR to remove any product or person from VENDOR's space at any time.
- PRODUCER reserves the right to remove or restrict an exhibit which PRODUCER considers to be objectionable or inappropriate with no refund due to VENDOR.

Cancellation

- If VENDOR fails to make payment required by VENDOR's contract in a timely manner, PRODUCER may terminate said contract and VENDOR's participation in the event without notice or obligation to refund monies previously paid.
- PRODUCER is expressly authorized, but has no obligation, to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such a manner, as PRODUCER may deem best, and without releasing VENDOR from any liability hereunder.
- PRODUCER may terminate the contract without any obligation on PRODUCER's part to refund any payment previously made and without releasing VENDOR from any liability arising as a result of or in connection with VENDOR's failure to make payment.

Guarantee

PRODUCER makes no representations or warranties regarding the number of persons who will attend the event and/or any financial gain to VENDOR.

Rights of Exclusivity

- PRODUCER reserves the right to limit the number of vendors selling like items.
- VENDOR may purchase the right of exclusivity to be the only exhibitor at an event with a specific service or product. Example: Classic Equine, Martin Saddlery, Cinch, Cruel Girl, etc. Please contact the Elite Barrel Racing offices for more information.
- PRODUCER reserves the right to require removal of previously approved products upon any purchase of exclusive rights for that product by other parties.
- The following have purchased exclusive rights and none of these products may be exhibited:
 - Martin Saddlery – Saddles
 - Rocky Mountain Clothing – Cruel Girl, Cinch, and Rockies
 - OXY-Gen – Equine Supplements

Size

- All booth sizes are contingent upon available space at the facility.
- PRODUCER will make every effort to achieve booth sizes of 10' x 10' or 8' x 15'.
- Booth sizes are approximate and not exact.



- All booth spaces are indoors unless otherwise noted.
- All booth space is based upon availability.
- VENDOR may be moved to a space with comparable square footage.

Compliance

- VENDOR shall abide and observe all federal, state, and local laws, codes, ordinances, rules and regulations of the event facility (including any union labor work rules).
- VENDOR is responsible for any local, state, and federal taxes.

Setup

- **VENDOR must pay all fees prior to setup.**
- VENDOR may begin to set up two days prior to the beginning of the event.
- VENDOR set-up must be completed no later than the night preceding the beginning of the event, unless otherwise approved by PRODUCER.
- No set-up is allowed after the beginning of the event - FOR ANY REASON. Be set-up and ready to receive ELITE BARREL RACING PRODUCTIONS guests by opening each day of the event.
- VENDOR is responsible for setting up Vendor's own booth and keeping the booth clean and rubbish free during and after the event.
- There are no dividers between the spaces and pipe and drape suiting are not offered. VENDOR is invited to decorate booth space with plants and privacy screens.
- All booths must have free-standing props, displays and professional signage.
- All signage outside of booth area must be approved by PRODUCER.
- All aisles must be kept free of equipment, displays, etc.
- All labor necessary in setting up or removing exhibits must be supplied by VENDOR and must comply with building labor requirements.

Booth Operation/Sales

- VENDOR will be asked to remove any items that are placed for sale or display that have not been listed on the VENDOR's application for approval or have not received the approval of PRODUCER. Upon a 2nd request by PRODUCER, VENDOR will be asked to vacate the premises without any refund of fees.
- No items may be sold from a trailer or away from the booth.
- VENDOR sales of food and beverage for consumption at the event shall be made only with the permission of the building concessionaire.
- All equine service providers must meet state licensing requirements and provide evidence of qualification in written form at least 30 days prior to the event.

Electricity/Special Needs

- Any specialty electricity, carpentry, wiring connections, telephone service, etc. shall be installed at VENDOR's expense and will meet with all requirements of facility management.
- VENDOR must furnish heavy-duty, 3-wire extension cords and power strips to utilize available electrical outlets.



Damages

VENDOR is solely responsible for any damage to the facility arising from any action of VENDOR, VENDOR's representative, VENDOR's guest and/or VENDOR's exhibit.

Arbitration

The decision of PRODUCER must be accepted as final in any disagreement between VENDORS or in the decision to remove from the show any VENDOR or his representative performing any act or practice which, in the opinion of PRODUCER, is objectionable.

**ALL MATTERS NOT DISCUSSED HEREIN ARE
SUBJECT TO THE DECISION OF PRODUCER**