

# March 23rd & March 24th, 2019

Erie County Fairgrounds Showplex and Agriculture Discovery Center 5600 McKinley Parkway in Hamburg, NY

Promoting local businesses.

Supporting equestrians – especially our youth.

Educating the public and generating interest in horses and horse sports.

Raising community awareness of the contributions horses bring to the economy of our region.

This March, for the ninth year, over 6,000 people will again gather for two days in Hamburg, NY for the area's Premier Equine Expo & Equestrian Gathering – the *WNY EquiFest!*A community oriented, family friendly weekend when we "Celebrate the Horse" and the horse industry in New York State.

The success of WNY Equifest is dependent on participating vendor/exhibits and the generous support of our Sponsors!

EquiFest Features: Our family friendly 'Kids Activity Corral'.

Over 130 vendor/exhibits.

A variety of horse breeds on site.

Exciting speakers, clinicians, demos and presentations in three venues.

Attendees Include: The public looking for a fun filled, kid-friendly outing. Weekend trail riders and backyard horse enthusiasts/hobbyists.

Experienced and professional equestrians.

Sponsor Benefits: Exposure to over 6,000 attendees.
Showcase your company and products.
Extended exposure through promotion and our media campaign.
With 6 levels of sponsorship, one will certainly fit your needs.

**Proceeds:** Fund our scholarships. Promote equestrian youth programs. Support local businesses. Keep EquiFest free for the public to enjoy.

# Please join us in...

Presentation, Sponsorship & Advertising Opportunities, Exhibitor Tables & Booths Available!

Event & Vendor Information: Kirby 716-649-3900 ext. 6488 <u>kdygert@ecfair.org</u>
Breed Avenue & Demonstration Information: Amber Klein 716-649-3900 ext. 6499 <u>aklein@ecfair.org</u>



Family Corral.....\$500 Benefactor.....Any \$

# March 23rd & March 24th

Sat

Sun

9:00am - 5:00pm

9:00am - 4:00pm

Fairgrounds Showplex & Agriculture Discovery Center

5600 McKinley PKWY, Hamburg NY 14075

PLEASE PRINT Company N	ame							
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City	State	Zip _	W	ebsite				
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BOOTH SPACE wit	:h table and 8' back di	rape		NBLE SPACE 8'x3'	" behind table * no	floor display space		
Single: 10x10 0 \$220					0 \$120			
Double: 10x20 a \$380				-	: 0 \$220 0			
Triple: 10x30 a \$570				3 Spaces: © \$340				
• •	garies of WNY in March, we denheit during inclement weatingly for your feet and leg consecomes necessary, notice were your contract with the party. Your space is reserved.	cannot guarante ther. Space hea omfort on the co ill be posted on e Western Cha wed following	ee the buildings aters are not concrete floor. If Equifest apter, NY State Ho receipt of the con	noticeVacant spaces s availableElectricity is ava cordWCNYSHC assur facility.  rse Council (WCNYS	hown on a Prelii iilable at most sp mes no liability f SHC) for exhibit s n Agreement, Wo	minary Floorplan paces; you must b or any damage/lo space at the Equil piver Form and po	ayment in full.	
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EXHIBITOR AWARE	NESS BAFFI E Items	can he hrou	aht to the Weste	rn Chanter Rooth		•	k include Waiver For	
Benefit by the expo 1.) Your item(s) displa 2.) Your table location 3.) Your brochures/bu	osure when you donat ayed in a high traffic area n identified so shoppers c usiness cards can be displ	e an item fo	or our drawing:	m Chapter Booth	т те эпожрі	ch at any time		
SPONSORSHIPS  To accommodate diffe		oilities, we o	ffer several leve	els of Sponsorship	<b>)</b> :			
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Program			ck payable in US j		Display S	pace Total:	\$	
<ul> <li>Breed Avenue</li> </ul>	\$1,000		ricultural Society	•	Sponsors		\$	
■ Demo Ring			ion Form AND Wa County Agricultura					
<ul><li>Theater</li></ul>	\$500	Elle	Haricultura	ii Jociety	TOTAL EN	ICLOSED:	\$	

5600 McKinley Parkway, Hamburg NY 14075

FOR OFFICE USE ONLY: check #



# All Exhibitors or demonstrators must sign this waiver and return with their registration.

Name of Event: WNY EquiFest
Host Organization: Western Chapter New York State Horse Council Inc.
Location of Show/Venue: The Fairgrounds, 5600 McKinley Parkway, Hamburg, NY 14075
Dates of Event: March 23-24, 2019
<u>Dates of Set Up:</u> Booth/Table Exhibitors: Friday, March 22, 9:00 am – 7:00 pm.  We cannot offer convenient access to display areas for set up on Saturday or Sunday
By participating in the above named WNY EquiFest as an exhibitor I,agree to the following:
1. INDEMNIFICATION – I shall indemnify and hold harmless the Western Chapter New York State Horse Council Inc. (here in after "the WCNYSHC), their officers, directors, representatives, agents, servants and employees, and the The Fairgrounds (here in after "the Venue"), its officers, directors, representatives, agents, servants, and employees from and against any and all claims, personal injuries, damages, losses and expenses including consequential damages and attorney's fees arising out of my participation or the participation of my offices, contractors, licensees, agents, servants, employees, guests, invitees in WNY EquiFest which directly or indirectly cause any injury, damage or loss to myself or to any other person.
2. LICENSES – I shall be responsible to obtain any and all licenses or permits required for the exhibit; and in the event I fail to obtain any required licenses or permits, and I am cited for such violation, I shall be solely responsible for any and all fines arising from such citations.
3. ASSIGNMENT – The WCNYSHC may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this agreement.
4. RULES AND REGULATIONS – The WCNYSHC and the Venue reserve the right to impose reasonable rules and regulations governing the operation or conduct of the Exhibitor and/or event.
I understand that activities in the proximity of horses involve accepting certain risks. Those risks include, but are not limited to, the risk of injury resulting from being stepped on or kicked by a horse, and injuries resulting from tripping or falling over obstacles. I agree to report any and all injuries immediately to the WCNYSHC.

Printed Name

Date

Signature of authorized officer of organization

#### A. Display Regulations:

- 1. Exhibitors shall have at least one attendant at their booth at all times while the WNY EquiFest (herein referred to as "Show") is open to the general public.
- 2. Loud sound displays or flashing light displays are not permitted.
- 3. Aerial displays must be safely anchored within the exhibit area. Displays over 8' in height must be masked where the display is visible over a neighboring exhibitor's area.
- 4. Displays must be confined to actual rented space, with no elements extending into the aisle.
- 5. Displays cannot block neighboring areas. Display elements over 3' high must be set back 3' from the aisle. Raw plywood, cardboard, or other structural material must be painted or appropriately covered if visible from another booth.
- 6. Exhibitors shall not deface floors, walls, or columns of the facility, including the booth equipment provided and/or rented for the Show. DO NOT hang items from walls. Exhibitors will be liable for any damage resulting from displays hanging from walls or back drape and will be billed for necessary repairs.
- 7.Exhibitors shall use care not to disrupt the flow of traffic in front of areas. Demonstrations that tend to attract large gatherings in the aisle in front of areas are prohibited.
- 8. The dispensing of any alcoholic beverages from any booth is prohibited.
- 9. Exhibitors wishing to sell food or beverages must obtain prior approval from the Show.
- 10. Exhibitors are responsible for the cleaning and maintenance of their areas and must always keep their display fully assembled and in presentable condition during the show.
- 11. All displays shall conform to the Venue's & Fire Marshall's inspection requirements. Display materials shall be nonflammable or flame retardant. Exhibitor is responsible for familiarizing themselves with such city ordinances, regulations, and Fire Marshall instructions.
- 12. Propane or Helium or other highly flammable or potentially explosive materials are prohibited inside the Venue.
- 13. Exhibitors shall not assign or sublet any part of their assigned space; nor may two or more unrelated companies share a single space or combine their reservations.
- 14. Balloons are permitted to be used as booth décor however are not permitted to be distributed to attendees.
- 15. It is the sole responsibility of the Exhibitor to hold proper permits and a sales tax license for operation in New York and likewise to report sales made at the show in accordance to New York state tax rules and regulations.
- 16. ELECTRICITY All electrical connections shall be equipped with Electrical Ground Conductor. Exhibitors needing electricity are encouraged to bring a 50' UL rated extension cord and their own power strip.
- 17. RUNNING OF ENGINES Oil, gas or gasoline engines may be operated only with the consent of the Management and must conform to City Ordinances, Regulations and Fire Marshall instructions. Exhibitor is responsible for familiarizing themselves with such city ordinances, regulations, and Fire Marshall instructions.
- 18. INSTALLATIONS Any special carpentry, wiring, electrical or other work, gas, steam, water and drainage connection shall be installed at Exhibitor's expense, and in accordance with the building, Venue and Management's direction. Plans for any installations must be approved in writing at least 30 days before the Expo date by the Venue and Management.
- 19. All exhibits must comply with city ordinances, tax regulations and Fire Marshall rules & regulations. For any information contact The Fire Marshall's office or tax revenue office.
- 20. Storage Fire Marshall Regulations prohibit the storage of boxes, crates, packing materials, etc, and not over one day's supply of literature at your display. Exhibitor must arrange for storage of empty crates, etc. at own expense.

## B. Unethical Practices:

- 1. Exhibitors must remain within their contracted area space.
- 2. Samples, pamphlets, publications, and any other promotional material may be distributed by an Exhibitor only from within his/her area(s).
- 3. Unethical or inappropriate conduct, or infractions of these Guidelines and Regulations by an Exhibitor or by an Exhibitor's representative(s), may result in dismissal from Show. In such an event, it is specifically understood by the Exhibitor that no refund will be made, and that no demand for redress will be honored from the Exhibitor, the Exhibitor's representative, or any agent for the Exhibitor. Exhibitor expressly waves his right to sue in the event he is dismissed from the show for unethical or inappropriate conduct, or violation of these Guidelines and Regs.

#### C. Security

- 1. Exhibitors are urged to remove valuable property from the premises during non-exhibit hours of the Show. The Show, WCNYSHC and Venue are not responsible for lost or stolen property.
- 2. Exhibitors shall use the designated exhibitor parking lot during exhibit hours

#### D. Insurance and Legal Issues:

- 1. Neither WCNYSHC Management nor the Venue shall be responsible for loss or damage occurring to the exhibit or sustained by the Exhibitor from any cause.
- 2. INDEMNIFICATION Exhibitor shall indemnify and hold harmless WCNYSHC and the Venue, their offices, directors, representatives, agents, servants and employees from and against any and all claims, personal injuries, damages, losses and expenses including attorney's fees arising out of or resulting from the activities of the Exhibitor, or the officers, contractors, licenses, agents, servants, employees, guests, invitees or visitors of Exhibitor.
- 3. ATTORNEY'S FEES If a civil action arises between the parties out of this agreement or to enforce any of its provisions, the losing party shall pay the attorney's fees of the prevailing party as trial court may adjudge reasonable and if an appeal is taken from any judgment of the trial court, the losing party shall pay the amount the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on appeal.
- 4. LICENSES Exhibitor shall be responsible to obtain any/all licenses required for the exhibit.
- 5. ASSIGNMENT Management (WCNYSHC) may sell, assign, or transfer any or all of its rights, benefits, privileges, obligations or duties under this agreement.
- 6. RULES AND REGULATIONS Management and Venue reserve the right to impose reasonable rules and regulations governing the operation or conduct of the Exhibitor
- 7. SALES TAX Exhibitors selling products should display a valid NYS sales tax number and collect appropriate sales tax.

#### E. Show Times:

- 1. Show times are Saturday March 23 from 9:00am to 5:00pm and Sunday March 24 from 9:00am to 4:00pm. Only main doors will be open for Exhibitors Saturday and Sunday at 8:00am.
- 2. If an Exhibitor fails to occupy space assigned for the Show by 9:00am each day of the show, or fails to comply in any other respect with the terms set forth for the Show, the Show reserves the right to use such space in any manner whatsoever, without releasing the Exhibitor from the financial obligation agreed upon when the Exhibitor's reservation was accepted, from infraction of these Guidelines and Regulations, or from any other financial obligations incurred through the Exhibitor's anticipated occupancy in the Show.

### F. Set Up/Tear Down:

- 1. Installation and Booth/Table Set up will be Friday, March 22 from 9:00am to 7:00pm.
- 2. Dismantle/Tear Down begin at 4:00pm on Sunday and must be complete prior to 7:00pm. Exhibitors shall keep their displays and products fully assembled until the end of the show. *Please don't pack up early!*
- 3. If an Exhibitor fails to remove any item from the Exhibit Halls/Venue property by 8:00pm on Sunday WCNYSHC in its sole discretion will remove the item. WCNYSHC & Venue are not responsible for loss or damage that may occur to any item during the process. It is the Exhibitors responsibility to reimburse WCNYSHC a removal fee of \$100 plus any cost associated with the removal and/or storage of the item, prior to the WCNYSHC releasing the item to the Exhibitor.

#### G. Other

- 1. Booth assignments are not considered secured and the contract binding until the booth reservation form, waiver form and full payment has been received by show management.
- All matters and questions not covered by these regulations are subject to the decision of the WCNYSHC who may amend these rules and regulations at any time. All amendments that may be made shall be equally binding upon publication to all parties affected by them as the original regulations.
- 3. WCNYSHC reserves the right to modify the floor plan at any time and alter locations of exhibitors or booths or show activities, without notice, to present a more successful show if deemed in the best interest of the show.
- 4. WCNYSHC has the right to contact exhibitor via phone, mail or e-mail to provide information for future events and other promotions that they handle/offer.
- $5. \ \ Dogs, except for service dogs, are prohibited from the EquiFest buildings.$

#### H. Complete Agreement:

This agreement contains all the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto. This agreement shall be construed in accordance with the laws of the state of New York. Exhibitor specifically consents to Venue in Erie County for any disputes arising under this agreement.

### I. Rights of The Management If Event Is Not Held:

WCNYSHC Management shall not be liable for any damages or expense incurred by Exhibitors in the event the Show is delayed, interrupted or not held as scheduled; and if, for any reason beyond the control of the Management, the Show is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by the Management in producing the show.