

# SPLIT ROCK

## JUMPING TOUR

2019 VENDOR APPLICATION

# 2019 TERMS AND CONDITIONS OF APPLICATION

**1. APPLICATION FORM** - The Vendor Application Form is issued by Split Rock Jumping Tour, hereinafter referred to as SRJT.

- a)** No request for space will be considered unless a FULLY COMPLETED APPLICATION AND APPROPRIATE FEES IN THE FULL AMOUNT have been received by SRJT.
- b)** NO APPLICATIONS ARE ACCEPTED, NOR SPACE RESERVED OR GUARANTEED, VIA TELEPHONE.
- c)** SRJT reserves the right to refuse any and all applicants or withdraw acceptance for unacceptable conduct or such other reasons as SRJT in its sole discretion elects.

## **2. RIGHT OF EXCLUSION**

- a)** SRJT reserves the right to exclude any person or firm from exhibiting, or to close the stand of any Vendor for conduct objectionable to SRJT, in 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.

## **3. ALLOTMENT OF SPACE**

- a)** Applications for space shall be dealt with by SRJT in its sole discretion and SRJT shall determine the position to be allotted to Vendors.
- b)** NO Vendor MAY SUBLET THE WHOLE OR ANY PORTION OF ANY SPACE ALLOTTED TO HIM/HER; the contractual vendor is wholly responsible for any supplier whose goods are exhibited in the vendor's space.
- c)** Vendors MUST USE SPACE PROVIDED AND DESIGNATED BY SRJT. VIOLATORS WILL BE PENALIZED.

## **4. SETUP**

- a)** Vendors may arrive and set up between 8:00 AM and 5:00 PM TUESDAY
- b)** All vehicles must be removed from all Vendor areas by 6:00 PM TUESDAY

## **5. OPENING HOURS**

- a)** All vendors may be open at the vendor's discretion WEDNESDAY and THURSDAY. Vendors are required to be open FRIDAY from 9:00 AM until 4:30 PM through SUNDAY, from 9:00 AM until 4:00 PM.
- b)** All vendors are approved to open their booths up to one (1) hour before the scheduled opening times, and may remain open up to one (1) hour after scheduled closing times, subject to their discretion.

## **6. ELECTRICITY**

- a)** Electricity is provided during the event for an additional fee (see application for pricing). SRJT will not provide extension cords, prepare as necessary.

## **7. DISMANTLING/TEAR DOWN**

- a)** Goods, exhibits and units MAY NOT BE PACKED UP/TORN DOWN prior to 4:00 PM OR THE END OF COMPETITION, SUNDAY
- b)** Goods, exhibits and units MUST BE REMOVED no later than 10:00 AM, MONDAY

## **8. REFUNDS**

- a)** A refund less a handling charge of \$50.00 will be made if the notice of withdrawal and request for refund are received by SRJT, in writing, prior to the beginning of the show. NO refunds requested after the start of the show will be granted.

## **9. ADDITIONAL INCURRED PAYMENTS**

**a)** Prior to dismantling, any vendor incurring any expenses (tent rentals, chairs, tables, power cords, etc.) in addition to the approved Vendor Contract must make a final and complete payment to SRJT as reflected by SRJT records. Failure to do so will automatically render the vendor ineligible to participate in an SRJT event again without refund to any pre-paid packages.

## **10. GENERAL CONDITIONS**

**a)** No Vendor 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 SRJT's sole discretion.

**b)** Vendors are responsible for collecting state Sales Tax. Forms shall be provided upon arrival by SRJT.

## **11. INSURANCE**

**a)** The acceptability of this insurance coverage shall be in the sole discretion of SRJT, and SRJT reserves the right to prohibit the Vendor's participation if the insurance coverage is not to SRJT's satisfaction.

**b)** PROOF OF INSURANCE OR A SIGNED WAIVER MUST BE RECEIVED IN THE SRJT OFFICE PRIOR TO ARRIVAL OR Vendor WILL NOT BE ALLOWED TO SET UP.

## **12. SECURITY**

**a)** SRJT has 24 hour Security Site Rover beginning TUESDAY, through SUNDAY

**b)** SRJT does not assume responsibility for anything stolen or damaged.

## **14. SEVERABILITY**

**a)** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

## **15. FORCE MAJEURE**

**a)** Neither party to this Agreement shall be liable for any delay or failure in performance of its respective obligations under this agreement due to a Force Majeure, which shall be defined as a rain or other inclement weather which causes the cancellation of the event or part of the event, fire, strike, embargo, explosion, power blackout, earthquake or other natural disaster, governmental action, rule or disturbance, civil or military authority, acts of God, or other causes beyond the control of the respective party. If a Force Majeure occurs, the party whose performance is interrupted as a result of such occurrence shall promptly give notice to the other party specifying the exact nature of the occurrence and the estimated time of the resumption of the Party's performance; provided, however, a Force Majeure shall not delay the remittance of any sums due SRJT under this agreement, or extend the Term or extend the Sponsor's Rights and Benefits unless SRJT agrees in writing to the extension or substitution.

## **16. BINDING EFFECT**

**a)** This Agreement shall not be binding until the Agreement signed by Vendor has been received, agreed and signed by SRJT. The Agreement may be executed in duplicate and by facsimile or electronic transmission. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

## **17. JURISDICTION, VENUE AND CONTROLLING LAW**

**a)** The parties agree that this jurisdiction and venue for any action arising as a result of the Agreement shall be in the court of competent jurisdiction in the county of the event, and this Agreement shall be construed pursuant to the laws of the state of the event.

## **18. TIME OF THE ESSENCE**

**a)** Time shall be of the essence in the performance of the duties and obligations hereunder.

## **19. INDEMNITY**

**a)** Vendor agrees to indemnify SRJT, each legal entity, if any, who controls, is controlled by or is under common control with the SRJT, and each of their respective directors, officers, employees, stewards, judges, and volunteers (the "Indemnified Parties"), and to defend and hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefore) that any Indemnified Party may incur or that may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Vendor), in connection with or arising out of or relating to the matters referred to in this Agreement, whether (a) arising from or incurred in connection with any breach of this Agreement by Vendor; or

**(b)** arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order; or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement.

## **20. ATTORNEY'S FEES**

**a)** In the event of any action or proceeding to declare or enforce the terms of Agreement, SRJT shall be entitled to recover its reasonable attorneys' fees and other costs, at trial and appellate level including bankruptcy actions and actions for relief from the automatic stay in addition to any other relief that may be granted. All of SRJT's advances, charges, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with this Agreement and in protection and exercise of any rights or remedies hereunder, together with interest thereon at the highest rate then applicable shall be paid by the Debtor to the Secured Party on demand.

## **21. WAIVER OF SPECIAL DAMAGES**

**a)** THE VENDOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM SRJT IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

## **22. JURY WAIVER**

**a)** THE VENDOR AND SRJT (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE VENDOR AND SRJT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

# SPLIT ROCK

## JUMPING TOUR

- 1 SELECT SHOWS:**
- ☐ The Lexington International CSI2\*
  - ☐ The Santa Fe International CSI2\*
  - ☐ The Sonoma International CSI2\*
  - ☐ The Columbus International CSI2\*
  - ☐ The Longines FEI World Cup Jumping Columbus CSI3\*-W

- 2 CHOOSE SPACE SIZE:**
- ☐ 10 x 10 Tent
  - ☐ 10 x 20 Tent
  - ☐ 20 x 20 Tent
  - ☐ Under 45' Trailer
  - ☐ Over 45' Trailer

**3 TENT RENTAL:**

	Lexington	Santa Fe	Sonoma	Columbus 1	Columbus 2
10 x 10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 x 20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20 x 20	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Cost will vary depending on location and will be billed out after competition. \*Pop-up tents are not allowed.

- 4 CHOOSE POWER:** ☐ 30 Amp ☐ 50 Amp ☐ None

- 5** Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_
- Email: \_\_\_\_\_ Phone: \_\_\_\_\_
- Mailing Address: \_\_\_\_\_
- \_\_\_\_\_

- 6 TOTAL:** \_\_\_\_\_

**AGREEMENT:**

I have read the Terms and Conditions of this Vendor application and BY SIGNING BELOW, I AGREE to be bound by all Terms and Conditions of this Vendor application, and further agree to indemnify and hold harmless, Split Rock Jumping Tour, its affiliates, officers, directors, employees, and agents from all costs, liabilities, attorney's fees, judgments, and expenses incurred because of or arising out of any claim, assertion, or legal proceeding concerning my obligations under this contract and from any and all claims for injury or loss suffered during or in conjunction with the horse show during which I will be a Vendor and for any and all claims arising out of Split Rock Jumping Tour's management of this show.

Signature of Owner or Rep: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_





# SPLIT ROCK JUMPING TOUR

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