



## FOX LEA FARM. INC. VENDOR CONTRACT

**Mail, E-mail, or Fax all pages of this form with a check made payable to "FOX LEA FARM" to this address:**

Fox Lea Farm  
P.O. Box 400 Venice, FL 34284  
Phone: 941-809-6361 or 941-809-6365  
E-mail: foxleafarm@aol.com

Name \_\_\_\_\_ Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Web site \_\_\_\_\_

Event Name(s) & Date(s): \_\_\_\_\_

Description of products and/or services and materials that will be exhibited in your space: \_\_\_\_\_

- ❖ If attending the NATIONAL H/J, NSBA, OR QUARTER HORSE SHOWS vendors will be required to be Annual Sponsors (minimum level \$1,000).
- ❖ Vendors for hunter jumper show dates will be required to sponsor one end of year division for the open series \$100 and "A" Rated Series \$140.

Please specify if there is a certain division you would like, we try very hard to honor these request.  
\_\_\_\_\_ Division desired.

- ❖ The sale of packaged foods is not allowed.
- ❖ Vendor move-in will be day prior to event start date.
- ❖ Vendors will be listed on [www.foxleafarm.com](http://www.foxleafarm.com), if registered in a timely basis.
- ❖ All exhibit spaces need to be completed no later than the start of event and will remain active until end of event. Vendors are required to pay for the full event even if they get approval for a shorter stay. ❖ Vendor spaces must be cleared by 12 pm day after event.
- ❖ Payment for Vendor Space is due on first day of Event to be paid at the show office.
- ❖ Your charges will begin upon plugging in for electric or if opened for business on move- in day.

Vendor Space Being Applied For:

Outdoor \_\_\_\_\_ \$100 per day  
(FOR SHOWS 5 DAYS OF MORE \$90 PER DAY)(electricity included, one 30 amp hookup, add'l \$10 for 50 Amp Upgrade)

Add'l Plug \_\_\_\_\_ \$25 surcharge per day for an additional plug 30 amp

Add'l Plug \_\_\_\_\_ \$35 surcharge per day for an additional plug 50 amp

RV Space \_\_\_\_\_ \$40.00 per day surcharge for residing on the premises 30 amp

RV Space \_\_\_\_\_ \$50.00 per day surcharge for residing on the premises 50 amp

Pavilion \_\_\_\_\_ 10' x 10' area \$65 per day (no electric provided, \$15 per day use of 20 amp plug)

Total amount enclosed: \_\_\_\_\_ (if prices change vendors will be notified immediately)

Description of Vendor space needed (i.e. size of trailer):

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Vendor space will be located either on the pavilion or outside between the East Hunter Ring and back practice ring, RV area by Barn A, or outside of Covered Arena area. Locations will be assigned on a first come basis. Vendors will provide all furnishings and materials as necessary.

**PAYMENT INFORMATION:**

<b>IF PAYING BY CHECK:</b> Name on Check & Check #:
<b>USE FORM BELOW IF PAYING BY CREDIT CARD</b>
<b>Visa, Master Card, Discover, or American Express Card #:</b>
<b>Exp Date:</b> Month _____ Year _____ <b>Security Code:</b>
<b>Cardholders</b>
<b>Name</b>
<b>Billing Address (Street/PO, City, State &amp; zip)</b>
<b>Signature</b>
<b>Total Payment: \$</b> _____

### *Terms and Conditions*

This facility is owned & managed by Fox Lea Farm, Inc. Herein after the term Organizer means, collectively, Fox Lea Farm, Inc. , and each of their representatives, officers, directors, agents, affiliates, employees and volunteers, unless the context requires otherwise. The term Vendor means, collectively, the company or person that applied for vendor space and agreed into this contract upon acceptance by Fox Lea Farm, Inc. In the manner stated below and each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. In consideration for my participation in the above event, I hereby release, waive and discharge any and all claims for damages of any nature whatsoever including, but not limited to, personal injury, property damage or death which I may have or which may subsequently occur to me as a result of participation in the above event, preparation for the event, and any other activities associated with the event. I acknowledge that horseback riding and horse-related events are inherently dangerous recreational activities. These risks include, but are not limited to, the following:

- The propensity of an equine to behave in a way that may result in injury or death to a person on or near it.
- The unpredictability of an equine's reaction to a sound, movement or unfamiliar object, person or animal.
- A collision with an object or another animal.
- The potential for a person participating in an equine activity to act in a negligent manner, to fail to control the equine or to not act within his or her ability.
- Natural hazards, including surface and subsurface conditions.

I understand that, but nevertheless am going to participate in the above event knowing full well that death or serious injury can and does result during horseback riding and horse-related events. This is intended to contractually waive, in advance, any claim against the Fox Lea Farm, Inc., its Directors, Officers, partners, associates and/or sponsors, the promoting corporations officials, municipal and other public entities from any and all liabilities arising out of or connected in any way with my participation in the above event(s), including liability that results from negligence attributable to the above named parties. I further state that I have read this Release carefully, that I understand its provisions, and voluntarily and willingly execute this release.

#### **Contract Acceptance**

This contract shall become binding and effective only when it has been signed by Vendor and counter-signed by a duly authorized representative of Fox Lea Farm, Inc.

#### **Assumption of Risks Releases**

Vendor expressly assumes all risks associated with, resulting from or arising in connection with Vendor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Vendors, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy are). Including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Vendor. Neither Organizer nor the Exhibit Facility shall be liable for, and Vendor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

#### **Indemnification**

Vendor shall on a current basis indemnify, defend (with legal council satisfactory to Organizers), and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorney fees and expenses which result from or arise out of an connection with: (a) Vendors' participation or presence at the Event, (b) any breach by Vendor of any agreements, covenants, promises or other obligations under this contract; © any matter for which Vendor is otherwise responsible under the terms of this contract; (d) any violation or infringements (or claim of violation or infringements) of any law or ordinance or the rights of any parry under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Vendor; (f) harm or injury (including death) to Vendor, and (g) loss of or damage to property or the business or profits of Vendors, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

#### **Limitation of Liability**

Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to Fox Lea Farm, Inc. by Vendor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

**Qualification of Vendor**

The Organizers in its sole discretion, determines whether a prospective Vendor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the equestrian market. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. Fox Lea Farm, Inc. reserves the right to restrict or remove any exhibit (display or entire booth or trailer) which Fox Lea Farm, Inc., in its sole discretion, believes is objectionable or inappropriate.

**Assignment of Space**

Initial assignment of space will be determined by space allocation. An historical priority points list governs the order in which companies will be assigned exhibit space. However, only companies returning signed contracts with full payments on or before specific event date listed in page 1 of vendor contract will be eligible. Following the space allocation, space will be assigned on a first-come, first-served basis. Exhibit space shall be assigned by Organizer in its sole discretion for the Event and for the Event Date only. Any such assignment does not imply that similar space will be assigned for future events. Fox Lea Farm, Inc. reserves the right to change the vendor set up plan or to move a Vendor to another booth location prior to or during the Event if Fox Lea Farm, Inc. In its sole discretion determines that to do so is in the best interest of the Event.

**Cancellation by Vendor**

If Vendor desires to cancel this agreement, Vendor may only do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. In such case Vendor will continue to be liable for 100% of the total vendor fee unless the written notice of cancellation is received no later than one week prior to the opening of the event. If cancellation arrives prior to the set date all vendor fees will be reimbursed. No refunds will be made for cancellations after one week prior to event, unless space can be resold, credit will apply for a future date. The date of cancellation shall be the date the Organizer receives the notice. The organizer reserves the right to treat a Vendor's downsizing of booth space as cancellation of the original space and purchase of new booth space or trailer space. A Vendor may be required to move to a new location if it requests a downsizing of space.

**Cancellation by Fox Lea Farm, Inc.**

If Vendor fails to make a payment required by this contract in a timely manner, the Organizer may terminate this contract (& Vendors participation in the event) without further notice & without obligation to refund monies previously paid. Organizers reserve the right to refuse Vendor permission to move in and set up an exhibit if Vendor is in arrears of any payment due. Fox Lea Farm, Inc. is expressly authorized (by has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Vendor from any liability hereunder. If the Organizer removes or restricts an exhibit which is considered to be objectionable or inappropriate, no refund will be due to Vendor.

**Cancellation of the Event**

If Fox Lea Farm, Inc. cancels the event due to circumstances beyond the reasonable control of Fox Lea Farm, Inc. (such as acts of God, acts of government emergency, labor strike, weather, entry numbers or unavailability of the Exhibit Facility), Fox Lea Farm, Inc. shall refund to each Vendor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Vendor. Fox Lea Farm, Inc. reserves the right to cancel, re-name or relocate the Event or change the dates on which it is held. If Fox Lea Farm, Inc. changes the name of the Event, re-locates the event to another facility within the same area, or changes the dates to dates that are no more than 30 days earlier or later than the original date, no refund will be due to Vendor, but Fox Lea Farm, Inc. shall assign to Vendor, in lieu of the original space, such other space as Fox Lea Farm, Inc deems appropriate and Vendors agrees to such space under the terms of the contract. If the event gets canceled other than for the reasons previously mentioned the entire space rental previously paid by Vendor is due, in full satisfaction of all liabilities of Organizer to Vendor.

**Exhibit Space Occupancy**

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by Fox Lea Farm, Inc. If Vendor fails to install its display in its assigned space by 11 pm on Day before the Event or leaves the exhibit unattended during the Exhibit hours, Fox Lea Farm, Inc. shall have the right to take possession of the space and no refund will be due to Vendor. All exhibits must be open for business during the Event hours. Vendor may not dismantle the display until the Event is officially closed by Fox Lea Farm, Inc. Displays have to be cleaned up no later than Monday, 12pm. Or an overtime charge could be placed on Vendors account and be payable.

**Listings and Promotional Materials**

By exhibiting at the Event, Vendor grants to Fox Lea Farm, Inc. a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade name and product names of Vendor in any directory (print, electronic or other medias) listing the exhibiting companies at the Event and to use such names in Fox Lea Farm, Inc. promotional materials. Fox Lea Farm, Inc. shall not be liable for any errors in any listing or descriptions or for omitting any Vendor from the directory or other lists or materials.

Fox Lea Farm Inc. may also take photographs of Vendors booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any Fox Lea Farm Inc. promotional purpose.

**Care of Exhibit Facility**

Vendor shall promptly pay for any & all damages to the Exhibit Facility or associated facility, booth equipment, rentals or the property of others caused by Vendor or its products.

**Taxes and Licenses**

Vendor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Vendor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any government authority in connection with its activities at the Event. Vendor will not permit the delivery of merchandise at the Event Facility without the express permission of Fox Lea Farm Inc.

**Insurance**

Vendor shall at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the following insurances: Automobile Liability, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability or Homeowners insurance. Workers' Compensation if applicable. **All Vendors must check with Fox Lea Farm about Insurance Requirements. Vendors selling any tack, human food & supplements, animal food & supplements, etc are definitely required to also supply to Fox Lea Farm, Inc. Proof of a 1 million dollar product liability insurance policy one week prior to event. David & Linda Aldrich and Fox Lea Farm, Inc. must be listed as added insured. Please fax insurance certificate to Fox Lea Farm, 941-484-8245 or send to Fox Lea Farm, PO Box 400, Venice, FL 34284.**

**Copyrighted Materials**

Vendors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

**Observance of Law**

Vendor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Vendor shall construct its exhibits to comply with the Americans with disability Act.

**Additional Terms and Conditions**

Fox Lea Farm Inc. has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Vendor shall be deemed fully earned and nonrefundable at the time of payment. Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of contract, Fox Lea Farm Inc. in its sole judgment may refuse to consider for participation in future Events an Vendor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of Fox Lea Farm Inc. Vendor may not assign this contract or any right hereunder nor may the Vendor sublet or license all or any portion of its exhibiting space.

**Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by Fox Lea Farm Inc. In its sole discretion. Fox Lea Farm Inc. may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Vendor. Any such rules and regulations are an integral part of this contract and are incorporated herein by reference. Vendor shall observe and abide by additional regulations made by Fox Lea Farm Inc. as soon as these additional rules or regulations are communicated to Vendor. This contract states the entire agreement of the parties with respect to the subject matter hereof. Official rules of the event will be mailed to you after signing of contract.

**Governing Law**

This contract is governed by the laws of Florida as applied to contracts entered into and entirely performed within such state. Vendor agrees that the courts located in the State of Florida shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Vendor waives any right to assert lack of personnel or subject matter jurisdiction and agrees that venue properly lies in Venice, Florida.

Vendor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_