

2019 Blenheim EquiSports Vendor Application

Business Name	Vendor Contact
Street Address	Mailing Address (if different from business address)
City/State/Zip Code	City/State/Zip Code
Business Phone/Fax	Mobile Phone
E-mail Address and Website Address (www)	Type of Product
Electrical needs 20 amps 50 amps None	RV Space Required? Yes No
Vendor booth space 10 x 10 10 x 20 10 x 30	Trailer or Mobile Vendor unit size 30' and under 31'+ Total Length (FT)

2019 BLENHEIM EQUISPORTS HORSE SHOW SCHEDULE (Please mark ALL the horse shows you will be attending)

Blenheim USEF Sanctioned Shows (Rancho Mission Viejo Riding Park San Juan Capistrano, CA)

- Blenheim Spring Classic I (Tier #3) March 20 – 24, 2019
- Blenheim Spring Classic II (Tier #1) - March 27 – March 31, 2019
- Blenheim Spring Classic III (Tier #1) – April 3 - April 7, 2019
- Blenheim Spring Classic IV (Tier #1) - April 10 - 14, 2019
- Blenheim June Classic I (Tier #1) - June 5 - 9, 2019
- Blenheim June Classic II (Tier #1) - June 12 - 16, 2019
- Blenheim June Classic III (Tier #1) - June 19 - 23, 2019
- Blenheim Red, White & Blue Classic (Tier #3) - June 26 – 30, 2019
- Blenheim Summer Classic (Tier #2) - August 15 - 19, 2019
- Blenheim Fall Tournament (Tier #1) - September 11 - 15, 2019
- International Jumping Festival –Blenheim (Tier #1) – September 18 – 22, 2019

Showpark USEF Sanctioned Shows (Del Mar Horse Park, Del Mar, CA)

- Showpark Spring Festival (Tier #3) - April 25 – April 28, 2019
- Showpark Ranch & Coast Classic (Tier #1) - May 7 - 12, 2019
- Showpark Summer Festival (Tier #1) – July 17 - 21, 2019
- Showpark Racing Festival (Tier #1) - July 24 - 28, 2019
- Showpark August Festival (Tier #3) – July 31 – August 4, 2019
- Showpark Summer Classic (Tier #2) - August 21 - 25, 2019
- Showpark All Seasons Summer Classic (Tier #2) – August 28- September 1, 2019

The Las Vegas National (South Point Hotel & Casino – Las Vegas, NV)

(A separate Vendor application must be completed for these shows. Limited indoor & outdoor vendor spaces available on a first reserved, first served basis).

The Las Vegas National - November 12 - 17, 2019 (Separate application and rates)

2019 Blenheim EquiSports Vendor Space Rates

2019 Blenheim EquiSports "AA" Show Vendor Booth Rates

**** Additional fees apply for electricity & RV*

10' x 10' Booth

Tier #1 Shows - \$395
Tier #2 Shows - \$345
Tier #3 Shows - \$295
Tier #4 Shows - \$245

Trailer or Mobile Space (30' and under)

Tier #1 Shows - \$560
Tier #2 Shows - \$510
Tier #3 Shows - \$460
Tier #4 Shows - \$410

10' x 20' Booth

Tier #1 Shows - \$450
Tier #2 Shows - \$400
Tier #3 Shows - \$350
Tier #4 Shows - \$300

Trailer or Mobile Space (31' and over)

Tier #1 Shows - \$615
Tier #2 Shows - \$565
Tier #3 Shows - \$515
Tier #4 Shows - \$465

Note: All Half Series (10 shows @ 10% discount) and Full Series (20 shows @ 20% discounts) must be paid in full by March 1, 2019

RV and Electrical Fees

- **RV Space = \$500 per show** (includes water and pump-out service on Thursday and Sunday and 30 amps of electricity. Additional electricity extra. Please complete and return RV Trailer application form with Vendor application)
- **Electrical Power 20 amps = \$50 per show**
- **Electrical Power 50+ amps = \$150 per show**

VENDOR PAYMENT: We accept cash or checks, Master Card, Visa or Discover. Please make checks payable to: Blenheim EquiSports Management Co, LLC. **To reserve vendor space, payment in full must be postmarked 2 weeks prior to each event to:**

**Blenheim EquiSports
ATTN: Melissa Brandes
PO Box 639
San Juan Capistrano, CA 92693**

2019 BLENHEIM EQUISPORTS VENDOR TERMS AND CONDITIONS

The undersigned vendor ("Vendor"), as consideration to participate as a vendor at certain horse show events during the 2019 Blenheim EquiSports Horse Show Season (each an "Event"), hereby agrees to abide by the following terms and conditions:

1. **Vendor Application; Purpose.** The Vendor must submit a Vendor Application (the "Vendor Application") to Blenheim EquiSports Management Company, LLC ("BES"), and the Vendor Application will not be effective unless accepted by BES, in its sole and absolute discretion. If the Vendor Application is accepted by BES, Vendor will be permitted to set up a booth, tent, mobile unit or other display (collectively, a "Booth") during the Event(s) specifically marked on the Vendor Application and at the applicable facilities relating to such Event(s) (the "Facilities").

2. **Fees.** Two weeks prior to each Event in which Vendor will participate, Vendor will submit to BES payment in full for the applicable fee as set forth on the Vendor Rate Schedule attached hereto as Exhibit A. Vendor will not be permitted on the Facilities during the applicable Event if such payment has not been received by BES.

3. **Vendor Booth Set-Ups and Removal.**
 - A. Vendor will provide its own materials, equipment and labor in order to set up its Booth and acknowledges that BES will not provide any tents, water hoses, extension cords or any other equipment. Vendor's Booth placement on the Facilities will be assigned by BES and a chart of the vendor placement will be posted in the applicable security checkpoint prior to the start of the Event. Vendor agrees not to set up any Booth anywhere on the Facilities other than the location specified on the placement chart. **Vendor will set up Booth only during the hours of 12:00 PM to 5:00 PM on the Monday prior to the Event and 9:00 AM to 5:00 PM on the Tuesday prior to the Event.** Vendor agrees not to set up its Booth or drop off or remove any materials or equipment after 5:00 PM or while the Event is in progress.

 - B. **Vendor will remove its Booth as well as all materials, equipment and other property by 9:00 PM on Sunday at the conclusion of the Event.** Failure to comply with move-out regulations will result in a \$100 late move-out fine. Any Booth, materials, equipment or other personal property left on the Facilities after such time will become the property of BES and at the sole option of BES and at Vendor's expense will be either destroyed or returned to Vendor. Vendor will leave the portion of the Facilities occupied by its Booth in the same condition as it was in prior to the Event.

4. **Insurance.** Vendor shall obtain and keep in full force a policy of commercial general liability insurance (including but not limited to public liability, broad form property damage, personal injury, broad form contractual liability and owner's contractors protective) with an insurance company or companies that is acceptable to BES in its sole discretion. The policies shall name Vendor as the insured and BES, as well as the other entities listed below, as additional insured. The minimum limits of liability, which may be increased at BES's sole discretion, shall be as follows:

- I. Commercial General Liability Insurance**
 - a. \$1,000,000 Per Occurrence;
 - b. \$2,000,000 Products Aggregate; and
 - c. \$2,000,000 Policy Aggregate.
- II. Automobile Liability Insurance**
 - a. \$1,000,000 Per Occurrence
- III. Workers Compensation and Employers' Liability**
 - a. \$1,000,000 E.L. Each Accident
 - b. \$1,000,000 E.L. Disease-Each Employee
 - c. \$1,000,000 E.L. Disease-Policy Limit

Vendor will cause all such insurance policies to be properly endorsed to provide that the applicable insurance company or companies will provide BES thirty (30) days' prior written notice of termination, alteration or change in the policies and ten (10) days' written notice of non-payment of any premium. BES may at all times inspect the policies carried by Vendor.

Vendor shall provide evidence of such insurance by depositing certificate of insurance along with additional insured endorsement and a waiver of subrogation endorsement (applies to General Liability Insurance only) with BES, at least thirty (30) days prior to each Event in which Vendor will participate. A sample of the certificate and endorsement are attached hereto as Exhibit B. The certificates and endorsements shall together provide that the following entities are additional insured's and that such insurance afforded the additional insureds is primary and non-contributing with any other insurance that the additional insureds may carry:

- 1. BLENHEIM EQUISPORTS MANAGEMENT COMPANY, LLC, its officers, managers, employees, owners, representatives and agents
- 2. ACE EQUESTRIAN, LLC, its officers, managers, employees, owners, representatives and agents
- 3. COTTON FAMILY TRUST
- 4. BLENHEIM FACILITY MANAGEMENT, LLC, its officers, managers, employees, owners, representatives and agents
- 5. CITY OF SAN JUAN CAPISTRANO, its officers, directors, employees, representatives and agents
- 6. 22nd DISTRICT AGRICULTURAL ASSOCIATION/DEL MAR HORSE PARK, its officers, directors, employees, representatives and agents
- 7. The STATE OF CALIFORNIA, their officers, agents, servants and employees, and all subsidiary, affiliated or associated company, corporations, entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities, are named as additional insureds and that such insurance afforded the additional insureds is primary and non-contributing with any other insurance that additional insureds may carry.

5. **Release Form.** Vendor shall submit an executed Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement with this Agreement.

6. **Damages.** Vendor agrees to pay all costs of repair and/or replacement for any and all damages of whatever origin or nature, which may have occurred on the Facilities during the applicable Event and are caused by Vendor's and/or its employees, agents, contractors, servants, invitees or guests. Such repair and/or replacement shall restore such damaged portion of the Facilities and/or other property to a condition equal to that prior to the Event. Any and all repair and/or replacement of any kind or nature shall be completed within three (3) working days after the conclusion of the Event.

7. **Permits and Licenses.** Vendor agrees to obtain any and all necessary licenses and permits applicable to Vendor.

8. **Indemnification.** To the fullest extent permitted by law, Vendor expressly agrees to defend, indemnify and hold harmless BES, its affiliates, officers, agents, servants, managers, representatives, owners and employees and those parties named in paragraph 4 above, from any and all claims, demands, causes of action, damages, losses, expenses (including attorneys' fees), judgment liens, encumbrances, orders, awards or other liability that arise out of or are in any way connected with Vendor's participation in the Event(s) or attendance on the Facilities or Vendor's products sold during the Event(s), including but not limited to (a) claims related to personal injury or death, (b) claims of subcontractors, consultants, suppliers, material men or workmen, (c) claims of property damage or loss of use of property, and (d) other claims alleging negligent action or failure to act, or intentional or willful conduct, by Vendor and its agents, employees, invitees, guests or anyone else for whom Vendor is legally liable in connection with the Event or Vendor's products. Vendor further agrees, at its own expense, to defend any claim, lawsuit or other action brought against BES founded upon the claim or allegation of such liability, damage or loss, regardless of whether BES or Vendor ultimately may be found liable for such damage or loss. These indemnification and defense provisions shall be and remain in effect whether or not Vendor maintains or fails to maintain any insurance coverage required hereunder.

9. **Signs and Displays.** All advertising signage, product displays and the like of any kind or nature on Vendor's Booth or elsewhere on the Facilities and adjacent thereto must be submitted in writing to BES for its evaluation and may be used only if approved by BES in writing, with such approval to be given or withheld in its sole and absolute discretion.

10. **Assignability.** Vendor shall not assign or any way transfer this Agreement, any of its parts or any right, title or interest hereafter without the prior written consent of BES.

11. **Termination.** If Vendor fails to perform any of its obligations set forth in herein, BES may refuse to allow Vendor to participate in any Event or to be on the Facilities during any Event. This right shall be in addition to any other right or remedy of BES. Notwithstanding the foregoing, BES may terminate this Agreement at any time and for any reason, in the sole and absolute discretion of BES. Upon termination of this Agreement, Vendor immediately shall remove its Booth from the Facilities.
12. **Independent Contractor.** Vendor is an independent contractor and not an officer, employee, agent or servant of BES.
13. **Amendment.** These Terms and Conditions may not be altered, changed or amended unless Vendor has the prior written approval of BES.
14. **Governing Law; Construction.** These Terms and Conditions will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. The Vendor agrees that this agreement shall be deemed to have been entered into in Orange County, California. The Vendor will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this agreement other than in the state or federal courts located in Orange County, California. The Vendor irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this agreement.
15. **Attorneys' Fees.** In the event of any dispute arising out of the subject matter of this agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in resolving such dispute.
16. **Severability.** 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.

2019 BLENHEIM EQUISPORTS VENDOR RELEASE OF CLAIMS

This Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (this "Agreement") is entered into by the undersigned in favor of Blenheim EquiSports Management Company, LLC, its officers, directors, employees, owners, representatives and agents, Cotton Family Trust, ACE Equestrian, LLC, its officers, managers, employees, owners, representatives and agents, Blenheim Facility Management, LLC, its officers, managers, employees, owners, representatives and agents, the 22nd District Agricultural Association/Del Mar Horsepark, its officers, managers, employees, owners, representatives and agents, the State of California, their officers, agents, servants and employees, the City of San Juan Capistrano, its officers, directors, employees, representatives and agents, subsidiary affiliated or associated company, corporations, entities or organizations and all subsidiary, affiliated or associated companies, corporations, entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities, as well as the facilities upon which I will be setting up a vendor booth during a horse show competition (the "Facilities"), and each of the Facilities' respective owners, managers, directors, officers, members, employees, agents and representatives, and all of the volunteers, affiliated organizations, successors and insurers to the aforementioned (collectively, all of the aforementioned being referred to as the "Released Parties", and each a "Released Party").

In consideration for my being permitted to participate as a vendor on the Facilities during the 2018 Blenheim EquiSports Horse Show Season, including but not limited to setting up a booth, display, tent or mobile unit (collectively, a "Booth") and selling products out of such Booth to individuals attending the horse show (collectively, "Vendor Activities"), with or without supervision, I acknowledge and agree as follows:

1. **Dangerous Activity:** I acknowledge that I will be performing the Vendor Activities during a horse show competition and that during my attendance on the Facilities activities related to a horse show competition ("Equestrian Activities") will be conducted on the Facilities. I acknowledge that horses can be unpredictable animals and fully realize that there are certain dangers inherent in Equestrian Activities, including the risks of property damage, personal injury and even death. I recognize that even the best-trained horses can and often do react rapidly and in unpredictable ways to a variety of stimuli and even for no apparent reason at all. I understand that the actions of any other person or animal cannot necessarily be controlled, and that my safety and that of my property cannot be guaranteed while participating in the Vendor Activities and observing the Equestrian Activities. I understand that there is risk of serious physical harm and even possibly death, and nonetheless voluntarily choose to participate in the Vendor Activities.
2. **Assumption of Risks:** Understanding the risks involved, I voluntarily choose to participate in the Vendor Activities during which Equestrian Activities will be conducted and choose to be around horses. **I EXPRESSLY ASSUME THE ASSOCIATED RISKS, INCLUDING THE RISK OF INJURY AND DEATH, WHETHER CAUSED BY THE RISKS INHERENT IN EQUESTRIAN ACTIVITIES, THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY OTHER CAUSE. I ACCEPT FULL AND COMPLETE RESPONSIBILITY FOR THE SAFETY OF MYSELF, ANY GUESTS OR OBSERVERS ACCOMPANYING ME OR PRESENT AT MY INVITATION AND MY PERSONAL PROPERTY. FURTHER, I ASSUME THE RISK OF ANY DAMAGE OR INJURY CAUSED BY MY VENDOR ACTIVITIES, INCLUDING ANY DAMAGE OR INJURY CAUSED BY MY BOOTH OR MY PRODUCTS, AND AGREE TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY CLAIMS FOR DAMAGE TO PERSONS OR PROPERTY CAUSED BY MY VENDOR ACTIVITIES, INCLUDING CLAIMS RELATING TO MY BOOTH OR MY PRODUCTS.**

3. **Release and Waiver of Claims:** On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED BY ME OR BY ANY OTHER PERSON AS A DIRECT OR INDIRECT CONSEQUENCE OF MY PARTICIPATION IN THE VENDOR ACTIVITIES OR MY OBSERVANCE OF THE EQUESTRIAN ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 3 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.
4. **Unpredictability of Cause, Personal Responsibility:** I understand that injuries and harm may result from working around horses from a variety of causes, including the acts or omissions of other persons, domesticated or wild animals, weather, ground conditions and other causes not necessarily predictable. I understand that it is my responsibility to act in a responsible manner to ensure to the extent possible my own safety and that of others.
5. **Personal Property:** I agree that I am responsible for the security of my own personal property, including my Booth and my products and any personal effects I bring to the Released Parties' premises, and that the Released Parties cannot guaranty the security of my property. Should I leave any personal property in the custody of the Released Parties, I do so at my own risk. None of the Released Parties shall have any liability to me in the event of loss, damage, unauthorized use by any person or theft of any such property. I acknowledge that I need to purchase sufficient insurance to cover my own property.
6. **Promise Not to Bring Suit:** I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, either in my or their own name, for any loss or damage arising or resulting directly or indirectly from my participation in the Vendor Activities, my observance of the Equestrian Activities or my presence at the Released Parties' premises.
7. **Indemnification:** I agree to indemnify, defend, and hold harmless each of the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to attorney's fees, arising from or in connection with the injury, illness or death of any person or the damage, destruction or loss of any of my or others' property which might result, directly or indirectly, from my participation in the Vendor Activities, including the sale of my products.
8. **Nature of Claims Waived:** I realize that this waiver refers to and covers events that may take place after the signing of this document, and that the exact nature of any injury or loss I may suffer as a result of my participation in the Vendor Activities or observance of the Equestrian Activities may not be entirely foreseeable. I realize that the extent of loss possible includes serious bodily injury or even death, and total destruction or loss of any property I may leave at the Released Parties' premises. Knowing the possible extent of damages or injury I may suffer, I hereby expressly waive any claim under Section 1542 of the California Civil Code, relating to the release of unknown claims, which Section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

9. **California Law, Jurisdiction:** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. I agree that this Agreement shall be deemed to have been entered into in Orange County, California. I will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement other than in the state or federal courts located in Orange County, California. I irrevocably consent to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this Agreement. **I FURTHER UNDERSTAND THAT THE TERMS OF THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER CALIFORNIA LAW.**
10. **Severability:** I agree that this document is intended to be as broad and inclusive as is permitted by California law. If any portion of this Agreement is determined to be invalid, illegal or unenforceable, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
11. **Attorneys’ Fees:** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorneys’ fees) incurred in resolving such dispute.
12. **Representations and Warranties:** I hereby represent and warrant that:
 - a. I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
 - b. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
 - c. I HAVE READ THIS ENTIRE EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY INITIALS ON THE ABOVE PAGES AND MY SIGNATURE BELOW ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I have read and understand the Release of Claims and Terms and Conditions set forth above and I agree to be bound by the Terms and Conditions, and I certify that all of the information that I have provided to BES in connection with the Vendor Application is true and accurate to the best of my knowledge.

Read, understood and agreed this _____ day of _____, 2019.

Vendor: _____

By: _____ Name: _____ Title: _____