



Vendor Agreement

LiftMaster®

GRAND-PRIX EVENTING AT BRUCE'S FIELD

FEBRUARY 28th – 29th, 2020

AHPF

PO Box 1951

Aiken SC 29802

Please contact Tara Bostwick. for more information:
803.270.6190 tara@aikenhorsepark.org

This Vendor Licensing Agreement made this day _____ this month
_____ this year _____ by and between Aiken Horse Park
Foundation (“Licensor”) and

Vendor _____ (“Licensee”)

Contact Name _____

Address _____

Phone _____ Email _____

Product/Services Overview: _____

(Note: Only the products listed above or approved by Licensor will be permitted to be displayed or dispersed.)

Vendor Area Location: One (1) Vendor Space located in an area to be determined by Licensor on the Show Grounds (“Property”). Vendor Row spaces include 10 x 10 tents complete with sides. Double spaces are available upon request.

Term of Agreement: Show Dates from _____ To _____

Vendor Fee: In exchange for a temporary non-exclusive license to display and sell products as described above, Licensee agrees to pay Licensor the total of \$350 on or before opening for business.

Please provide us with additional information regarding your vendor unit: _____

SCHEDULE OF OPERATION: Vendor may set up beginning one day prior to the show date. Special arrangements can be made for other set up dates. All vendors, including Licenses, are to be open by start of show and open until the end of that day's competition.

LICENSEE'S OBLIGATIONS: Licensee agree that it shall, at its sole cost and expense and at all times during the term of this Agreement or any other period that Licensee occupies the Vendor Space or the Property:

- (a) maintain the Vendor Space in good, clean and safe condition. Licensee shall repair any damage to the Property arising from the acts or omission of Licensee or Licensee's Parties (as defined below). On the Expiration Date, Licenses shall return the Vendor Space to Licensor in at least as clean and good a condition as it was in immediately before the Licensee took possession.
- (b) observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Exhibit Area and to Licensee's activities conducted therein, including without limitation any rules and regulations delivered by Licensor to Licensee. Licensee shall secure all permits and licenses with respect to its use and occupancy of the Vendor Space.
- (c) obtain and maintain public liability insurance with aggregate limits of \$1,000,000.00 naming Aiken Horse park Foundation (i.e. "Licensor"). Copy of Licensee's insurance policy must be forwarded to the Licensor not less than fifteen days prior to the start of the event.
- (d) comply with all applicable environmental laws with respect to its use and occupancy of the Vendor Space or the Property. Licensee shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in, under or about the Vendor Space or the Property, or transport to or from the Vendor Space or the Property, any hazardous substances or materials, or allow any other person to do so.
- (e) conduct its activities in a dignified manner and in accordance with high standards conduct so as to maintain a character in keeping with the rest of the Property. Licensee shall not commit waste, or perform any acts or carry on any practices, which may injure the Property or be a nuisance or menace to other occupants of the Property.
- (f) store all trash and garbage in adequate containers within the Vendor Space, maintained in a neat and clean condition and located, as Licensor shall from time to time designate. If the trash containers provided by Licensor in the Vendor Space are not sufficient for Licensee's intended use, the Licensee shall provide trash containers as reasonably necessary.

Vendor Space Delivered "As Is". By taking possession of the Vendor Space, Licensee shall be deemed to have (a) inspected the Vendor Space; (b) accepted the Vendor Space "as is" with no representation or warranty by Licensor as to the condition of the Vendor Space or the improvements therein, or as to the

suitability of the Vendor Space for Licensee's proposed use; and (c) agreed that Licensor has no obligation improve or repair the Vendor Space.

Indemnification. Licensee shall be liable for, and shall indemnify, defend, protect (with counsel chosen by Licensor) and hold Licensor and Licensor's members, managers, partners, officers, directors, employees, agents, property managers, lenders, and their respective successors and assigns (collectively, "Licensor's Indemnified Parties") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including attorneys' fees and court costs (collectively, "Indemnified Claims"), arising or resulting from (a) any act or omission of Licensee or any of Licensee's agents, employees, contractors, or invitees (collectively, Licensee's Parties"); (b) in the use of the Vendor Space or Property, or any other activity, work or thing done, permitted or suffered by Licensee or any Licensee's Parties, in or about the Vendor Space or elsewhere within the Property; and/or (c) and default by Licensee of any obligations on Licensee's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against Licensor or any Licensor Indemnified Parties by reason of any such Indemnified Claims, Licensee, upon notice from Licensor, shall defend the same licensee's expense by counsel approved in writing by Licensor, which approval shall not be unreasonably withheld. Licensee's indemnification obligations under this Agreement shall survive the expiration or earlier termination of the Agreement. Licensee's covenants, agreements and indemnification in this Agreement are not intended to and shall not relieve any insurance carrier of its obligations under policies carried by Licensee, or required to be carried by Licensee pursuant to the provisions of the Agreement.

Waiver of Responsibility. Licensor and Licensor's Indemnified Parties shall not be liable for, and Licensee hereby releases and waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Vendor Space or any other part of the Property, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for what ever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railing or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout, (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waster pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or near the Property; (ix) the falling of any fixture, plaster, tile, stucco or other material; (x) any act, omission or negligence of other licensees, tenants, owners, or any other persons or occupants of the Property or of adjoining or contiguous buildings, or contiguous property or the public, or by operation in the

construction of any private, public or quasi public work; or (xi) any other cause of nature. To the maximum extent permitted by law, Licensee agree to use and occupy the Vendor Space, and to use such other portions of the Property as Licensee in herein given the right to use, at Licensee's own risk. Waiver of Right of Recovery. Licensee hereby releases and waive all right of recovery which it might otherwise have against Licensor, other licensees, tenants, and occupants of the Property, and their respective agents and employees by reason of any loss or damage resulting from any recovery, claim, action or cause of action against Licensor, damage, or injury or other occurrence no matter how caused, to the extent that the same is covered by Licensee's insurance (assuming no deductible) or which would have been covered had Licensee purchased the insurance required by this Agreement. Default. If Licensee fails to perform any provision of this Agreement, then in addition to any other remedies or damages available at law or in equity. Licensor may terminate this Agreement effective immediately upon receipt of Agreement or no less than 21 days prior to the first show date by delivery of written notice to Licensee. If terminating before the 21 day notification requirement, Licensee is entitled to a refund of half the amount of the vendor fee. If licensee fails to notify of termination or does so after the 21 day notification, then they forfeit the entire amount the vendor fee. If Licensee holds over on the Vendor Space beyond the expiration or earlier termination of this Agreement, time being of the essence, then in addition to any other damages that Licensor may have for that holdover, Licensee shall pay to Licensor an additional amount of \$50.00 per day for each day that Licensee holds over. If the hold over exceeds two (2) days, Licensee agrees that Licensor shall be entitled to immediate possession of the Vendor Space, and may remove all persons and property from the Vendor Space and/or the Property, and dispose of any personal property as it see fit, without resort to legal process and without being deemed guilty or trespass or becoming liable for any loss or damage which may result thereby.

Attorney's Fee. In the event of any dispute between the parties hereto arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees incurred in connection therewith.

Limitation of Right to Recovery Against Licensor. There shall be no personal liability of Licensor or Licensor's

Indemnified Parties with respect to any of the terms of this Agreement. In the event of any breach or default by Licensor under this Agreement, Licensee shall look solely to Licensor's interest in the land and buildings comprising the Property for the satisfaction of Licensee's remedies.

Entire Agreement, Modification. This Agreement constitutes the entire and complete agreement between the parties with respect to the Vendor Space and the Property and supersedes any prior oral or written agreements

between parties. This Agreement may be modified only by written amendment signed by both Licensor and Licensee.

Costs, Expenses, etc. Licensor shall not be responsible for any costs or expenses unless same are expressed payable by Licensor according to this Agreement.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of State on South Carolina.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.

Licensor: Aiken Horse Park Foundation

Signature: _____ Date: _____

Name: _____

Title: _____

LICENSEE: _____

Signature: _____ Date: _____

Name: _____

Title: _____

Witness: _____

Signature: _____ Date: _____