## 2018 SOUTHERN OREGON HORSE FEST VENDOR APPLICATION



Sat., September 8 10 am - 5 pm

Set-up: Sat, Sept 8 - 8 -10 am Jackson County Expo Center Oregon Horse Country
PO Box 1664, Prineville, OR 97754
~OR~ email to:
Brandi@OregonHorseCountry.com

(Company name, website, and booth description may be used on the Oregon Horse Country website, Facebook page, and possibly other places promoting the event; your website will be linked when possible)

Company/Org	anization:					
Contact Name	:					
Contact Phone	e Number(s):					
Mailing Addre	ss:					
City:			State:		Zip:	
Email:						
Website:						
	e what products es to one per cor		ll be exhibiting, selling, or pr	omoting (we have t	the right to limit any	
			· - · - · - · - · - · - · - · - · - · -		\$	
	· · · · ·	<del></del>	PLUS inclusion on PassPort c ouct 10% off booth fee (savings of \$7		\$	
CORNER FEE: \$35 per corner					\$	
TABLES: \$12 per 30" wide x 8' table					\$	
CHAIRS: 1 chair is provided free with each booth. Additional chairs are \$1 each.				ach.	\$	
All tables and	chairs orders m	nust be in by Augus	st 29, 2018 in order to be av	ailable.		
You may pay	by credit card on	our website or by	calling our office—971-224-	5879	TOTAL DUE: \$	
-	ence (please list ding to maps):	1st Choice:	2nd:		3rd:	
Please Note A	Any Requests (i.	e. being next to an	other vendor, etc.):			
(signed below	v), you are stati	ng that you have re	CAREFULLY PRIOR TO APPL' ead, understand, and will ak NDITIONS OF BEING A VENI	oide by all EXHIBITO	OR POLICIES, PROCEDU	RES, RULES
OFFICE USE ONLY	nt. Method	Rec	ceived Date:	Booth #		

## 2018 SOUTHERN OREGON HORSE FEST POLICIES, PROCEDURES, RULES & REGULATIONS

- 1. <u>VENDOR SET-UP</u>: Saturday, September 8th between 8-10 am. ALL VENDORS NEED TO BE READY FOR THE EVENT TO OPEN AT 10 am. If your booth is not set-up by the time the event opens, you will forfeit the space and all fees associated with it.
- 2. **EVENT HOURS:** Saturday, September 8th: 10 am-5 pm.
- 3. <u>VENDOR MOVE-OUT</u>: Saturday, September 8th: 5-7 pm (no vendors will be allowed to tear down prior to 5 pm no exceptions). Any vendor who begins to tear their booth down before 5 pm will forfeit the opportunity to attend future events. All vendors must be 100% torn down by 7 pm.
- 4. <u>BOOTH DETAILS</u>: Oregon Horse Country (OHC) has the right to refuse any type of vendor to protect the integrity of this event. The goal is for the majority of vendors to be equine focused, for example: riding clubs, breed association, trainers, boarding facilities, tack, riding apparel, equine service, farm/ranch real estate, insurance, etc. A limited amount of non-equine related booths will be allowed. Each space is 10' wide by 10' deep with 8' tall pipe and drape behind and 3' drape on the sides all booth items must stay within that space and not expand into the aisle. Tables and chairs will NOT be provided unless purchased in advance. All spaces are assigned by OHC and care will be taken to not duplicate vendors from the same company, however you may be next to a vendor selling the same type of product.
- 5. **ELECTRICITY:** 110 outlets are available for some vendors along the sides of the room, please indicate on your application if you need electrical as not all spaces will have it. We do recommend that you bring a 20'+ extension cord.
- 6. **INTERNET SERVICE:** No WiFi or internet is available. Please plan another method of receiving payments if you need to.
- 7. BOOTH SIZES AND FEES: Every space is 10' wide by 10' deep. There are 2 levels of vendors:
  - A) BASIC: \$75 gets you a booth space and your business name listed on the SOHF/OHC website on the event page.
  - B) PREMIER: \$100 gets you a booth space, promotion on the OHC Facebook page (with a custom post and link to Face book page), a logo/business description/website link on the website and logo on passport card. Passport cards will be handed out to attendees, upon visiting each booth listed (and getting a stamp from those vendors), cards can be entered to win prizes (limited to only 20 vendors).

Corner spaces will have an additional \$35 fee.

- 8. HOW TO SECURE YOUR SPACE: To reserve a space, please complete and submit the vendor application/contract to the Oregon Horse Country office along with space payment. The vendor fee can be sent as a check, via our website PayPal button, or by calling our office with a credit card. No space will be assigned or held without an application on file AND booth payment. Booths are sold on a first-come basis until the event is filled.
- 9. **SIGNAGE LIMITATIONS**: Vendor shall not affix signage to any surface of Padgham Pavilion, painters tape (blue tape) can be used to hang banners behind your table.
- 10. PARKING: Parking is free, however we ask that you leave the closest parking spots for attendees.
- 11. <u>AUTHORIZED PRODUCTS/EXCLUSIVES</u>: Only those products or services listed on the vendor application are allowed, please list any brands that you sell or companies that you will be representing. Substitutions or additions must first receive expressed written authorization from the OHC prior to being presented at this event. Any unauthorized substitutions of products or services may result in your booth being removed from the event.
- 12. **PROHIBITED ITEMS:** The following are prohibited: a) Helium Balloons, b) Sticky backed giveaway items, and c) Candles or any items with flame.
- 13. **RAFFLES**: Promotions such as raffles, prize drawings, lottery or other games of chance must comply with all applicable laws and regulations including the approval of the Oregon Department of Justice.

## 2018 SOUTHERN OREGON HORSE FEST SALE TERMS AND CONDITIONS OF AGREEMENT

- 1. COMPLIANCE: Vendor assumes the sole responsibility and expense to utilize the leased space in full compliance with all applicable federal, state and local statutes, ordinances, and rules and regulations including, but not limited to, licenses, taxes and Fire Marshal regulations. Non-compliance to any rules or regulations or default in the payment of booth fees as required constitutes a material breach and may result in the termination of this Agreement and the forfeiture of the booth space rental. Vendor agrees to forego any and all claims which might arise by reason of the terms of the Agreement and Vendor shall have no recourse of any kind against the SOHF and OHC.
- 2. **ASSIGNED SPACE**: No soliciting or other activities outside of assigned booth space is permitted. Vendor shall operate strictly within the limits of their assigned space, not in the aisles or common areas. The booth must be manned at all times during the open hours of the show and kept clean and presentable. Absolutely no signs or posters may be posted outside of your booth.
- 3. **VENDOR CONDUCT**: Vendor to maintain exemplary business practices at all times. For consumer protection, the SOHF and OHC reserves the right to terminate this Agreement at any time for reasons of realized or perceived impropriety or in OHC's sole opinion dubious business practices or behavior detrimental to the show by Vendor. Vendor assumes full responsibility for all persons connected with Vendor's participation in this Event including all its employees, agents, invitees and contractors.
- 4. **DAMAGES RESTORATION**: Vendor shall not cause or permit anything to be done to the venue that shall in any manner deface or alter the facilities. Vendor assumes sole and complete responsibility for any damage to the venue that is done by Vendor, Vendor's staff, agents or employees. Vendor will pay to OHC upon demand such sum as shall be necessary to restore the venue to their original pre-event condition.
- 5. **NON-GUARANTEE**: The SOHF and OHC makes no guarantee or warranty, express or implied, as to the profitability or potential loss to or of Vendor with regard to Vendor's participation in this event. OHC shall not be responsible for any financial loss or other damage arising out of Vendor's use of the facility or force majeure events.
- 7. **CANCELLATION**: There is no refund for vendor payments, once submitted, if the event happens. For extenuating circumstances, or if the event is cancelled by OHC, your booth fee will be moved to the next event. Any forfeited funds constitute liquidated damages for the direct and indirect costs incurred by the SOHF and OHC. Vendor agrees the OHC's actual loss and damages for Vendor's default may be difficult to ascertain, that the OHC's collection and retention of this sum represents a reasonable estimation of its actual loss and that this provision does not constitute a penalty.
- 8. **FORCE MAJEURE**: If any casualty or unforeseen occurrence renders the fulfillment of this Agreement by the SOHF or OHC impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the US Government or any instrumentality thereof, labor dispute, acts of God, riots, power failures, fire damage and any other conditions beyond control of the parties, then this Agreement shall be terminated. The Vendor hereby waives any claim for damages or compensation from OHC on account of such termination.
- 9. **INDEMNIFICATION:** Vendor agrees to indemnify and hold harmless the Southern Oregon Horse Fest and Oregon Horse Country, including its principles, agents, officers, employees and the SOHF/OHC's contractors and invitees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Vendor, including principles, agents officers, employees, invitees or contractors which occur in or around the Event Center. Vendor agrees to use and occupy the Vendor booth space at Vendor's own risk, and hereby releases the SOHF and OHC and the SOHF/OHC's contractors and invitees from all claims for any damage, loss or injury to persons, property or profits occurring in or about the Event Center, including, but not limited to damages, loss or injury to persons, property or profits resulting from the acts of other Vendors, theft, vandalism, fire and other casualty events or damage. Such indemnification by Vendor shall apply unless such damage or injury results from the sole negligence or willful misconduct of OHC.
- 10. **ATTORNEY FEES:** If any action is brought to enforce the terms of this Contract, the prevailing party shall be entitled to attorney fees from the losing party in an amount as may be adjudged reasonable by the court, including an appeal.
- 11. **GOVERNING LAW AND ENFORCEABILITY**: This Agreement shall be governed by and construed in accordance with Oregon State Law. If any term or provision of this Agreement is determined to be void or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.