

VENDOR AGREEMENT

THIS VENDOR AGREEMENT (the "Agreement") is made on, by and between the 4-H Area A Horse Show. (hereinafter the "Event Organizer") and Unknown at this time (hereinafter the "Vendor").

WHEREAS, the Event Organizer has organized the 4-H Area A Horse Show (the "Event") to be held on April 17, 2015 starting at 12:30 PM and ending at (time TBD), and will continue through April 18, 2015, (time TBD) at 3631 Highway 90, Marianna, Florida, 32446.

WHEREAS, Vendor desires to sell/display tack and/or equine related items at and during the above mentioned Event, and will pay the space rental fee of \$50.00 to the Jackson County 4-H Association.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Event Organizer and the Vendor hereby agree as follows:

I. FEES

1.01 The Vendor hereby agrees that it shall pay the Event Organizer the sum of Fifty Dollars (the "Fee") for the rental of a space to sell its products at the Event.

II. SPACE AND LOCATION

2.01 The Event Organizer and the Vendor hereby acknowledge and agree that the Vendor shall have the exclusive use of a station that is approximately 10x20.

2.02 The Event Organizer and the Vendor hereby acknowledge and agree that the Vendor's station shall have the following location or shall be assigned a station number.

2.03 The Vendor hereby acknowledges and agrees the Vendor shall have no more than 5 employees in the station at any given time.

2.04 The Vendor will be given access to the station no less than one (1) hour before the Event starts in order to allow Vendor to set up its station, goods to be sold, and anything else that is needed and customary to sell at the specific location.

III. RIGHTS AND RESPONSIBILITIES OF THE VENDOR

3.01 It shall be the Vendor's sole responsibility for any and all charges relating to the set-up of the station and the removal of all of the Vendor's items from the station at the end of the Event.

3.02 The Vendor acknowledges that the Event Organizer shall have no responsibility whatsoever in respect to the content of the Event or the actions of the Vendor's staff or station activities.

3.03 The Vendor agrees that the Event Organizer shall not be held liable for any accident, theft, loss or damage occurring at the stating, that the Vendor will indemnify and hold harmless the Event Organizer for all liability, loss or damages incurred by the Event Organizer as a result of the Vendor's participation in or attendance at the Event, or as a result of any action engaged in by the Vendor while participating or attending the Event, including actions engaged in by the Vendor's employees, independent contractors and agents. The Vendor agrees to have adequate and current insurance coverage that will cover Vendor for all periods of time applicable to this Agreement.

3.04 The Vendor agrees that the Event Organizer may at any time use the Vendor's name for promotional purposes for the Event.

3.05 The Vendor hereby acknowledges and agrees that should the Vendor cancel this Agreement in writing within 5 days of the Event, the fee paid will be refunded in full. In the event the Vendor should terminate its use of the station less than 5 days prior to the event, or during the Event, the fee paid by the Vendor of the Event Organizer shall be non-refundable.

3.06 The Event Organizer and the Vendor hereby acknowledge and agree that should the Event be cancelled by the Event Organizer for any reason whatsoever, the Fee paid by the Vendor to the Event Organizer shall be returned in full to the Vendor.

3.07 The Vendor may not erect any walls, partitions, decorations, or other obstructions that in any way interfere with the view of another station.

IV. NOTICES

4.01 Any notices or information shall be sent to the Vendor at:

Vendor Name: _____

Vendor Address: _____

Notices to the Event Organizer shall be sent to:
Area A Horse Show Advisory Committee
Attn: Facility Chair
2741 Pennsylvania Avenue, Suite 3
Marianna, FL 32448

V. GENERAL

5.01 The Event Organizer shall not be liable for any failure to deliver space to Vendor or for the loss of allotted space of a Vendor, who has contracted for a station, if non-delivery is due to destruction of or damage to the building or the Event locations by fire, or act of God, acts of public enemy, strikes, the authority of the law, or any cause beyond its control.

5.02 The Event Organizer reserves the right to remove from the Event location any or all of the property of the Vendor should the Event be canceled or relocated or should the Vendor violate any of the conditions of this Agreement. This right may be exercised without prior notice or hearing.

IN WITNESS WHEREOF, the Event Organizer and the Vendor have caused this Agreement to be executed as of the date first above written,

This agreement is dated on this _____ day of _____, 2015.

EVENT ORGANIZER

VENDOR

4-H Area A Horse Show

Business Owner/Manager

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. F.S. 773