

# CHAGRIN VALLEY PHA HORSE SHOW, INC.

## Trade Fair Agreement

### Sponsor Vendors

#### Return to:

Judy Hauser, Trade Fair Coordinator  
P.O. Box 23552  
Chagrin Falls, Ohio 44023  
[judy.hauser2988@gmail.com](mailto:judy.hauser2988@gmail.com)

#### Show Events

Opening Weekend: July 6-8  
USEF Rated: July 11-16

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**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Chagrin Valley PHA Horse Show, Inc. (Lessor) and

**Lessee (Vendor):** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Exhibit Description:** \_\_\_\_\_

**NOTE:** Only those products listed and subsequently approved by show management will be permitted to be displayed.

**Address:** \_\_\_\_\_

**Phone:** (\_\_\_\_) \_\_\_\_\_ **Cell Phone:** (\_\_\_\_) \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Vehicle Make & Model:** \_\_\_\_\_ **License Plate #:** \_\_\_\_\_

The parties hereto are entering into this Agreement for the rental of Trade Fair Space to the Vendor. Subject to the terms and conditions hereinafter set forth, Chagrin Valley PHA Horse Show, Inc., hereby leases space to the Vendor and both parties agree as follows:

**SET-UP:** Vendor must discuss and confirm dates and times of set-up, tear-down and hours of operation with Judy Hauser and detail below:

	Date(s)	Time(s)
Set-Up		
Tear-Down		
Hours of Operation		

**SECURITY:** Vendor is liable for its own property left at the show grounds; however, Metroparks Rangers will be visible during show operations.

**REFUNDS:** Cancellation of exhibit space requested in this agreement must be submitted in writing and be received by the Chagrin Valley PHA Horse Show, Inc. c/o Judy Hauser by June 1, 2017. Refunds are subject to a \$50.00 processing fee.

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**PARKING:** Each vendor will be instructed as to where they may park, and will be issued two vendor parking passes.

**VENDOR AREAS:** There are two vendor areas: North of the Creek located near the Show Rings and Welcome Center, and the Exhibitor Area, which is located south of the Creek near the Schooling Rings and the Stabling tents. Management reserves the right to make the final decision on placement of all vendors on the basis of appropriateness, availability and sponsorship activities.

**VENDOR COSTS:** In 2016, vendor spaces averaged \$425. We ask that you consider making a charitable donation in this amount in 2017. The CVPHA is a 501c(3) organization. We will include your company's name on a class as sponsor. Other vendor/sponsor stipulations include: 1) Sponsors/Vendors must supply own WHITE, sturdy tent with appropriate stakes, tie downs and sides for security; 2) Tent will remain on premises for duration of sponsor/vending commitment; 3) Tent exterior will be attractive: clean; no rips, tears, holes; 4) Sponsor/Vendor assumes responsibility for obtaining any licensing required for oversized tents; 5) Chagrin Valley PHA assumes no responsibility for tents or property of vendor. If you wish to participate but do not have a tent, tents MAY be available at the following prices. Please identify by checking the box for the dates and size, including the applicable cost, desired:

Dates	Tent	
July 6-8	<input type="checkbox"/> 10 x 10 - \$225	<input type="checkbox"/> 10 x 20 - \$375
July 11-16	<input type="checkbox"/> 10 x 10 - \$350	<input type="checkbox"/> 10 x 20 - \$525
July 6-16	<input type="checkbox"/> 10 x 10 - \$400	<input type="checkbox"/> 10 x 20 - \$575

In addition to above, please identify any additional needs detailed below:

- 1.) **TABLES & CHAIRS:** Each sponsor/vendor will receive one (1) table ( 6 foot or  8 foot - please check box indicating desired table size) and two (2) chairs.

Additional tables and chairs are available at the following cost:

Tables: Quantity of \_\_\_\_\_ x \$10 = \$\_\_\_\_\_ Check Desired Table Size (\_\_\_\_) 6' (\_\_\_\_) 8'

Chairs: Quantity of \_\_\_\_\_ x \$5 = \$\_\_\_\_\_

- 2.) **ELECTRICITY** (not available everywhere):

\_\_\_\_\_ # of Plugs  
\_\_\_\_\_ 20 or Less AMPS @ \$40 per 4 days  
\_\_\_\_\_ 30 to 50 AMPS @ \$60 per 4 days  
\_\_\_\_\_ 50 or More AMPS @ \$85 per 4 days

- 3) **WATER** (not available everywhere)

\_\_\_\_\_ Yes  
\_\_\_\_\_ No

- 4) TOTAL COST = \$ \_\_\_\_\_

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### PAYMENTS:

Any required payments are due with the completed and signed application. Payments can be made by check, payable to the Chagrin Valley PHA Horse Show, Inc., and sent to:

Judy Hauser, Trade Fair Coordinator  
P.O. Box 23552  
Chagrin Falls, Ohio 44023  
[judy.hauser2988@gmail.com](mailto:judy.hauser2988@gmail.com)

Or, by credit card:

Name on Card \_\_\_\_\_  
Card Number \_\_\_\_\_  
Security Code \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Zip Code \_\_\_\_\_ (must be zip code of card's mailing address)  
Signature \_\_\_\_\_

### PACKAGES

Packages may be mailed to The Cleveland Metroparks Polo Field, c/o CVPFA, 3841 Chagrin River Road, Moreland Hills, Ohio 44022 BUT no earlier than July 3, 2017.

### QUESTIONS

Any questions should be directed to your show liaison; however, if you are unable to reach, please contact Judy Hauser at (614) 406-7700.

### TERMS & CONDITIONS:

- i. Vendor's customers will be subject to Ohio State sales tax on all retail sales. Collection to be remitted by Vendor to the Ohio Department of Revenue.
- ii. Vendor agrees not to assign, sub-lease, subcontract, apportion or share the whole or part of the exhibit space assigned to him without permission of Lessor.
- iii. Vendor agrees not to conduct interviews, demonstrations, distribute advertising, display signs, canvass, or otherwise solicit business beyond the boundaries of assigned exhibit space. Neither Vendor's conduct, nor conduct of his representatives, may infringe upon or otherwise interfere with rights and privileges of other exhibitors or of persons participating in the Show.
- iv. Vendor agrees to display or sell within his exhibit space only the specified types of products for which he has requested exhibit space and no others.

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- v. Vendor agrees to have exhibit in place and removed at the times agreed to and detailed in this agreement, including any and all display tools including flooring, used by Vendor; however, no exhibit shall be dismantled until one half hour after the close of the show. Vendor agrees to pay a flat rate of \$100 per day if these move-in and move-out deadlines are not met.
  - vi. Lessor reserves the right to make changes in exhibit space assignments when necessary, in the sole exercise of its judgment and discretion, for the proper conduct of the Event. Vendor agrees that Lessor shall have absolute discretion to enlarge, shorten, or change the hours that the Event is open to the public or the hours during which the Lessee or its employees or agents may be present at the Venue, in order to protect the safety and welfare of persons or property at the Venue or for any other reason in Lessor's sole discretion. Such action by Lessor shall not constitute a default hereunder and shall not entitle Vendor to a refund or reduction of fees paid herein or damages of any description.
  - vii. Vendor agrees to be open at the times agreed to in this agreement and remain open until one half hour after the end of that day's competition, unless other hours are previously agreed upon by management and detailed in this agreement. In the event of an evening competition, all vendors are required to remain open until time agreed to on those days and detailed in this agreement.
  - viii. Lessor shall not be liable or otherwise responsible for lost shipments to or from the show grounds or for any type of moving costs, including damages incurred in the course of moving. If the exhibit fails to arrive, Vendor is nevertheless responsible for the payment of all exhibit space reservations and rental fees if applicable.
  - ix. Lessor shall not be liable or otherwise responsible for damages to, loss of, or theft of property belonging to Vendor or to any of his representatives, agents, employees, business invitees, visitors or guests or for any personal injury unless proximately caused by gross negligence of Lessor. Vendor is liable for and agrees to pay promptly any and all damage to show facility or it's equipment, which damage is caused by Lessee, or by any of its representatives, agents or employees.
  - x. Vendor agrees to indemnify Chagrin Valley PHA Horse Show, Inc. and the Cleveland Metroparks and hold them harmless from all claims for personal injury, death or property damage and any other losses, damages, or expenses, including attorney's fees, which arise out of, in connection with, or by any reason of the use of space provided herein by Lessor. Vendor further agrees to undertake at its own expense the defense of any action that may be brought against Chagrin Valley PHA Horse Show, Inc., and/or the Cleveland Metroparks claiming damages which are alleged to have arisen out of or by reason of the use of space, provided herein by Lessor. **Vendor must provide own insurance coverage naming Chagrin Valley PHA Horse Show Inc., as an additional insured. Certificate of Insurance must be forwarded to Chagrin Valley PHA Horse Show, Inc., no later than 15 days prior to start of show date and must show limits of at least \$1,000,000 per occurrence.**

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**Insurance.** As a condition to this Agreement, upon execution of this Agreement and throughout the term of this Agreement, you shall maintain or cause to be maintained, the following insurance:

- a. Commercial General Liability Insurance including without limitation, contractual liability coverage, products and completed operations coverage, insuring against claims for bodily injury (including death), property damage, and personal injury occasioned by reason of the operations conducted by Licensee on the License Area. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, and a limit of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury. Claims shall include claims of Cleveland Metroparks, its officers, employees, agents, and volunteers against you. Cleveland Metroparks shall be named as an additional insured with a CG 20 11 01 96 Additional Insured-Managers or Lessors of Premises or similar endorsement to the Commercial General Liability policy.
  - b. Commercial Automobile Liability Insurance for owned, hired, and non-owned automobiles, insuring against claims for bodily injury (including death) and property damage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Cleveland Metroparks shall be named as an additional insured under this policy.
  - c. Certificates of Insurance that evidence the aforementioned coverage(s), including Cleveland Metroparks' status as an additional insured under the commercial general liability insurance and commercial auto liability insurance maintained by you pursuant to this section, shall be furnished to Cleveland Metroparks upon execution of this Agreement. All such insurance required under this agreement shall be placed with insurance companies listed in the latest edition of "Best's Insurance and Key Ratings" with a policy rating of at least A and a financial size of Class X. (Collectively the insurance certificates described in this section, "Certificate of Insurance").
- xi. It is agreed that Chagrin Valley PHA Horse Show, Inc. shall not be liable for conditions beyond its control caused by war, insurrections, riots, or acts of God which cause cancellation of the horse show. In such event, Chagrin Valley PHA Horse Show, Inc.'s liability will be limited only to the return of all rental monies, if applicable, previously paid by Lessee.

**By signing below, lessee acknowledges that he/she has read this agreement and is familiar with the terms and conditions set forth herein.**

For: Chagrin Valley PHA Horse Show, Inc.  
Trade Fair Coordinator

For: Lessee (Vendor)  
Owner/Agent

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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**Completed, and SIGNED, Sponsor/Vendor Agreement with payment is to be sent or emailed to:**

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