

CHAGRIN VALLEY PHA HORSE SHOW, INC.

2023 RETAIL VENDOR AGREEMENT

RETURN TO:
 Judy Hauser, Trade Fair Coordinator
 PO Box 23552
 Chagrin Falls, OH 44023
 Email: judy.hauser2988@gmail.com
 Phone: (614) 406-7700

EVENT DATES:
 Opening Weekend: July 7-9, 2023
 USEF A Rated week: July 11-16, 2023

The undersigned hereby applies for Vendor space at Chagrin Valley PHA Horse Show, in accordance with the terms & conditions herein, and the 2022 Chagrin Valley PHA Horse Show Inc. rules.

VENDOR INFORMATION: **Please print** and provide ALL information requested

BUSINESS NAME	
IS BUSINESS A NON-PROFIT	
CUYAHOGA CTY OR TRANSIENT VENDOR LICENSE #	
STREET ADDRESS	
CITY, STATE, ZIP	
BUSINESS PHONE (MARK WITH "C" IF IT'S A CELL)	
WEBSITE	WWW.
NAME OF CONTACT PERSON	
EMAIL	
CELL PHONE (IF BUSINESS PHONE IS NOT A CELL)	
LICENSE PLATE NUMBER	

Business name should appear on signage and in the event program as follows: _____

Do you prefer phone or website to be published in the event program? Phone Website

Vendor spaces are 10x10. Each vendor shall be responsible for providing their own tent, chairs, tables, etc.

PRODUCT SUMMARY: (Note – Only those products listed and subsequently approved by show management will be permitted to be displayed.)

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

SETUP: Vendor must discuss and confirm dates and times of setup, teardown, and hours of operation with Judy Hauser and detail below:

DATES	VENDOR SETUP	VENDOR TEARDOWN
OPENING WEEKEND JULY 7 - 9	July 6	July 9, AFTER show is over.
A RATED WEEK JULY 11 - 16	July 10 AFTER show is over.	July 16 th , AFTER show is over.
ENTIRE SHOW JULY 7 - 16	July 6	July 16 th , AFTER show is over.

SECURITY: Vendor is liable for their own property left at the show grounds.

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 15, 2021. Refunds are subject to a \$50 processing fee.

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

VENDOR AREA: 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 AND REQUIREMENTS:

Vendor/sponsor stipulations include the following:

1. Sponsor/Vendor **must supply their own WHITE sturdy tent, with appropriate stakes, tie downs, and sides for security. Tent MUST be secured to the ground.**
2. Tent will remain on premises for the duration of vendor/sponsor commitment.
3. Tent exterior will be attractive, clean, no rips, tears, holes, etc.
4. CVPHA assumes no responsibility for tents, or property of vendor.
5. Vendor shall pay \$50 per day, or \$500 for entire 10 days of the show.
6. Food Truck and Food Booth Vendors shall pay \$50 per day, or \$250 for the entire 10 of the show.
7. Water is NOT available, so please come self-contained to the show.

PAYMENTS:

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

Judy Hauser, Trade Fair Coordinator
 PO Box 23552
 Chagrin Falls, OH 44023
 Email: Judy.hauser2988@gmail.com

Credit Card:

NAME ON CARD (PRINT):

CARD NUMBER:

SECURITY CODE:

EXPIRATION DATE:

ZIP CODE:

SIGNATURE:

DATE:

PACKAGES: Any packages may be mailed to arrive **AFTER** July 6, 2022, to:

Chagrin Valley Farms
9250 Washington Street
Chagrin Falls, OH 44023

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

EVENT ADDRESS: Chagrin Valley Farms
9250 Washington Street
Chagrin Falls, OH 44023

TERMS & CONDITIONS:

- i. Vendor’s customers will be subject to 8% 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/her 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/her/hers representatives, may infringe upon or otherwise interfere with rights and privileges of other exhibitors or persons participating in the show.
- iv. Vendor agrees to display or sell within his/her/hers exhibit space only the specified types of products for which he has requested exhibit space and no others.
- v. Vendor agrees to have exhibit in place and removed at the times agreed to and detailed in this/her 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/her 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/her 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/her 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/her 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 its 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 Chagrin Valley Farms, 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 Chagrin Valley Farms, 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. and Chagrin Valley Farms, 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.**

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 the Chagrin Valley PHA and the Chagrin Valley Farms, its officers, employees, agents, and volunteers against you. Chagrin Valley Farms and the Chagrin Valley PHA 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. Chagrin Valley Farms and the Chagrin Valley PHA shall be named as additional insured under this policy.

- c. **Certificates of Insurance** that evidence the aforementioned coverage(s), including Chagrin Valley Farms, and the Chagrin Valley PHA status, as additional insured under the commercial general liability insurance and commercial auto liability insurance maintained by you, pursuant to this section, shall be furnished to Chagrin Valley Farms, and to the Chagrin Valley PHA, 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 they have read this agreement and are familiar with the terms and conditions set forth herein.

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

Print Name _____ Signature _____ Date _____

For: Lessee (Vendor) Owner/Agent

Print Name _____ Signature _____ Date _____

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

Chagrin Valley PHA Horse Show, Inc.
c/o Judy Hauser, Trade Fair Coordinator
P.O. Box 23552
Chagrin Falls, Ohio 44023
Email: Judy.hauser2988@gmail.com
Phone: (614) 406 - 7700