Vendor Village Application

OCALA JOCKEY CLUB

International 3-Day Event Thoroughbred Awards Included

FAMILY FALL FESTIVAL

November 12-15, 2020



Details and Costs:

| Select Quantity | Vendor Space Rental | Price |
|--------------------|----------------------------|----------------|
| | 10' x 10" Vendor Space | \$325 |
| | 10' x 20' Vendor Space | \$525 |
| Select Quantity | Equipment and Setup Rental | Price Each |
| | 10' x 10' Tent Rental | \$300 |
| | 10' x 20' Tent Rental | \$600 |
| | Table(s) | \$10 |
| | Chair(s) | \$5 |
| | Electricity | \$200 (20 amp) |

Vendor Village booth rental includes: Reserved size booth space, 2 parking and 4 GA passes, listing on event website with link, one Event Program listing, 25% discount on Event Program advertising. Sales tax included. For questions, call the Ocala Jockey Club at (352) 591-1212, or email vendors@ocalajc.com.

Mail, fax or email this form to:

Ocala Jockey Club 8720 W. Highway 318 Reddick, FL 32686 Fax: (888) 271-0467 Email: accounting@ocalajc.com

Checks payable to Ocala Jockey Club



| Company Name | Contact Name |
|--|--|
| Product or Service description (or attach a separate page) | Website |
| Address | Email Address |
| City, State, Zip | Phone Number |
| Amount Check Enclosed, Check No | OR Pay by credit card: Visa MasterCard AmEx. |
| Credit Card No. | Expiry Date 3-digit code |
| Signature | Billing Zip Code |

VENUE DETAILS and **EVENT VENDOR CONDITIONS:** The Ocala Jockey Club International 3-Day Event ("Event") is an outdoor event and the Vendor Village is set up around and/or near the Ocala Jockey Club Main Grass Arena. The Main Arena has access to bathrooms but does not have permanent electricity available for access by vendors. The Event Vendor Village is open November 12-15, 2020, from 9 a.m.- 5 p.m each day (Thursday, Friday, Saturday and Sunday).

- **1. AGREEMENT:** The Vendor Village Application Form ("Agreement") is issued by Valhalla Estates LLC, dba Ocala Jockey Club, 8720 West Highway 318, Reddick, FL, 32686, ("OJC"), in consideration of the mutual promises pertaining to the vendor space at the Ocala Jockey Club International Event running November 14-17, 2019 ("Event") and in consideration of the Vendor and Vendor's employees, agents and invitees' (collectively, "Vendor") ability and permission to be present during the Event on the 954-acre equestrian facility property complex known as the Ocala Jockey Club, with the main entrance located at 8720 West Highway 318, Reddick, FL 32686 ("Property"). No vendor may sublet the whole or any portion of any space allotted to Vendor; the contractual vendor is wholly responsible for any vendor's supplier's goods.
- **2.** ACCEPTANCE/PROCESSING: Receipt of application and fees is not an automatic guarantee of acceptance into the Vendor Village. All vendors are considered according to the postmark date and the type of product(s) to be offered in relation to the number of vendors considering same or similar products. Prior participants in good standing with OJC are guaranteed acceptance if application and fees are received in the OJC Office by August 31, 2020. Processing of payment will be considered evidence of acceptance. If not accepted, the payment will be returned to the applicant. Space is limited, so it is important to submit your application early. Every attempt is made to place vendors so that any competition will be limited. Requests for placement are honored to the best of our ability but are not guaranteed. OJC will assign space at OJC's discretion based on criteria such as business categories and sponsorship levels.
- **3. LOGOS/TITLES:** The OJC logo and name, OJC Event logo and name and/or any logos of Event Sponsors are protected by U.S. Trademark Laws. These Trademarks and logos may not be used without official authorization.
- **4. RIGHT OF EXCLUSION:** OJC reserves the right to exclude any person or firm from exhibiting, or to close the stand of any Vendor for conduct objectionable to OJC or such other reasons in OJC's sole discretion. In the event of such exclusion or closure, the person or firm WILL NOT be entitled to any refund of the application fee.
- **7. SETUP OF STANDS:** Goods, exhibits and units may arrive on the grounds NO earlier than Tuesday, November 10, 2020 AT 9:00 AM. All vendors must be checked in BY 5:00 P.M., Wednesday, Nov 11, 2020. Vendors not checked in by 6:00 P.M. Wednesday, Nov 11, 2020 may face loss of space and no refund. All vehicles must be removed from the Vendor Village area by 7:30 AM, Thursday, November 12, 2020. No Vendor will be allowed to place exhibits of any type or description so that any part thereof projects beyond the limits of the space allocated, or in such a manner as to unduly obscure the exhibits of an adjacent stand in OJC's sole discretion. Fixture height of back or side walls and/or back or side walls not to exceed 8'.
- **9. DISMANTLING OF STANDS:** OJC INTERNATIONAL 3-DAY EVENT Goods, exhibits and units MAY NOT BE REMOVED prior to 4:00PM, Sunday, November 15, and MUST BE REMOVED no later than 12:00 Noon, Monday November 16. Vendors are responsible for securing that ALL items rented to them (i.e., tables, chairs, etc.) by OJC are signed in to an OJC Representative upon leaving. Vendor will be charged replacement cost of items not in allocated spot upon check out. Vendors renting items from any source other than OJC must insure those items are removed by the 12:00 Noon deadline.
- 10. VEHICLES/PARKING: All vendor vehicles must be removed from the OJC 3-Day International Event Vendor Village area by 7:30 AM until 30 minutes after closing Thursday, Friday, Saturday and Sunday and all vehicles must be parked in the designated Vendor Village Parking Lot. Vehicles associated with the Vendor Village that are parked illegally (not in the Vendor Village Lot) will be towed, without notice to owner, at owner's sole cost and expense. Any vehicles blocking other vehicles in the Vendor Village Lot will be towed, without caution to owner, at owner's sole expense.
- **11. REFUNDS:** A refund less a handling charge of \$100.00 will be made if the notice of withdrawal and request for refund are received in the OJC office, in writing, prior to September 1. NO refunds requested after September 1 will be granted.
- **12. ELECTRICITY:** Electricity will be made available by OJC only to those vendors who have requested and paid for this electricity. The Vendor understands that there is no permanent electricity capability to the Vendor Village area and that OJC must make

- arrangements to provide electricity with a third-party generator company. Each Vendor with pre-paid electricity will be provided with an individual electric box with a maximum of 20 amps. All extension/power cords and adapters must be outdoor-rated. Only one power strip per outlet is allowed.
- 13. PETS: All pets must be on a leash at all times and well behaved, or be subject to a \$150 fine. Only registered service dogs are allowed in the OJC Clubhouse or in any other area serving food. All vendors are responsible and liable for the actions of their pets. All pet waste must be picked up by the owner. OJC reserves the right to request any vendor to remove any pets not adhering to these rules.
- **14. PAYMENTS:** Payment is due in full at time of rental, and space is not guaranteed unless payment has been received and cleared. Payment for any additional tables, chairs or other supplies rented through the Ocala Jockey Club during the run of the Vendor Village must be made in full when requesting same. Failure to do so will automatically render the vendor ineligible to participate in the Vendor Village again.
- **15. SECURITY:** OJC cannot guarantee 24-hour security. OJC will not be responsible for any items shipped-in prior to the start of event. OJC is not responsible for any items stolen, damaged or lost from Vendor Village or any other area of the Ocala Jockey Club.
- **16. QUALITY STANDARDS:** Sponsor will comply with all the OJC standards and procedures when on the Property or in marketing association with the Event, including without limitation, standards required by USEF and FEI, Americans with Disabilities Act (ADA), onsite signage, rules posted on www.OcalaJC.com, www.OJC3de.com, and/or communicated by OJC or Event staff or representatives.
- 17. LIMITATION OF LIABILITY and DISCLAIMER: Vendor agrees that any and all claims for any loss must be brought within one (1) year of the date accrued, and that OJC's and OJC's related parties' liability to Vendor is limited to the deposit(s) actually paid to OJC by Vendor or \$250.00 (two hundred fifty dollars), whichever is less. OJC assumes no further liability to Vendor or to Vendor's representatives, guests and invitees for any personal loss, injury, death, property damage, theft, loss, or otherwise incurred as a consequence of anything arising in relation to this Agreement, Event, or any related matter. Vendor and its representatives and guests agree to abide by all rules and regulations, statutes and stewards', staff or officials' directives related to the Ocala Jockey Club facility or the Event, as posted on site, at www.OcalaJC.com and www.OJC3de.com, or otherwise displayed or communicated to Vendor.

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.

- **18.** LIABILITY INSURANCE AND RESPONSIBILITY FOR DAMAGE: Vendor must maintain a \$1,000,000 liability insurance policy, Workers Compensation insurance (if required by State of Florida), and products liability insurance in a form, and in amounts, satisfactory to OJC. The acceptability of this insurance coverage shall be in the sole discretion of OJC, and OJC reserves the right to prohibit the Vendor's participation if the insurance coverage is not to OJC's satisfaction. If the Vendor fails to submit sufficient proof of coverage as required, the Vendor, by the signing of this Application, agrees to accept responsibility for damage to the Property or Event by the Vendor or Vendor's employees, guests, children, invitees, suppliers, and other individuals under Vendor's invitation, guidance or control. The policy shall name the OJC as the Certificate Holder/Additional Insured as follows: "Valhalla Estates LLC, dba Ocala Jockey Club & Valhalla Holdings LLC & Erik & Pavla Nygaard & OJC Home Owners Association, No. 1, Inc., & Valhalla Land LLC & the United States Eventing Association, et. al." The policy must be provided to the OJC at least 21 days prior to the Event to be approved by OJC's insurer.
- **19. RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** Every vendor shall indemnify, defend and hold harmless OJC and OJC's officers, employees, related entities and individuals, directors, sponsors, riders, officials, agents and volunteers from any and all claims, demands, damages, actions, costs and charges to which OJC may be subject or to which OJC may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with the character, condition, or use of the premises or any means of ingress thereto or egress therefrom, and shall at his own expense assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against OJC by a third person; and shall pay any such judgments that may be rendered in such actions.
- **20. GOVERNING LAW.** This Agreement will be governed by the laws of the State of Florida. This Agreement may be amended only in writing signed by both parties.