



2017 VENDOR TERMS AND CONDITIONS

GREAT SOUTHWEST EQUESTRIAN CENTER, L.P.

Vendor ("Vendor") hereby agrees to the following terms and conditions as consideration for participation as a vendor during certain horse shows and other events hosted or conducted by Great Southwest Equestrian Center, L.P. ("GSEC").

1. **VENDOR APPLICATION:** Vendor must submit the Vendor Application ("Application") and Vendor understands and agrees that the Application will not be effective unless accepted by GSEC in its sole and absolute discretion.
2. **FEES:** Vendor will pay all fees prior to setting up for each show. Vendor will not be allowed to set up or be present at the facility if fees have not been paid.
3. **SPACE ASSIGNMENT:** GSEC will assign spaces only upon receipt of signed contract.
4. **CHARACTER OF EXHIBIT:** GSEC reserves the right to restrict, prohibit, or remove any exhibits or exhibitors which in the sole judgment of GSEC Management may be offensive or detract from the general character of the show. This reservation includes persons, noise, items, conduct, printed material, or anything of an objectionable character, which may be detrimental to other exhibits or the show.
5. **PROHIBITED PRODUCTS FOR SALE:** Vendors are prohibited from selling horse bedding, feed and hay on the premises. Vendors are prohibited from selling food or beverages on the premises unless approved by GSEC.
6. **MOVE IN AND MOVE OUT:** Vendors must move in and out within the agreed upon time as set forth by GSEC management. **Vendor must provide all materials and labor for set up.** Vendor agrees to not set up in any location other than the space assigned by GSEC and not use any adjacent space that may hamper set up by other Vendors. Vendors will leave the property in the same condition as it was prior to the show. GSEC will not be responsible for any materials, equipment or property left behind after the show. Vendors may be billed for excessive cleanup (e.g. mulch, trash, flyers) or expenses GSEC incurs to return the space to its original condition. Any trailers or booths not moved by designated time may be moved by GSEC. Vendors will be fined \$500.00 if GSEC moves vendor's trailer or booth. Vendor will be responsible for any expenses incurred E.G. to truck, labor, etc. GSEC will not be liable for any damages or responsible for any losses during moving vendor.
7. **HOURS:** Booths must be open for business during all show hours. **If your trailer/tent/booth is set up in a vendor space, you will be charged for the duration of the show.**
8. **SHIPMENTS:** GSEC accepts packages as a courtesy. All Vendor directed shipments to GSEC are the sole responsibility of the Vendor and GSEC will not be liable if they are lost stolen or damaged. Any costs for shipments are the responsibility of the Vendor. There will be a fee of \$100.00 if GSEC labor or equipment is needed to unload or load Vendor product or move vendor items. If Vendor requires heavy equipment to unload or load Vendor property, it is the responsibility of the Vendor to rent and operate the equipment.

9. **INSURANCE:** Vendor shall at all times maintain, and provide proof thereof, commercial general liability insurance, in a form and with a company or companies acceptable by GSEC, to cover Vendor's activities and obligations hereunder and Vendor's indemnity obligations set forth in Section 11 below. The minimum limit of liability, which can be increased at GSEC's sole discretion, shall be \$1,000,000 per occurrence. The policies shall name GSEC as an additional insured. Vendor will cause insurance company to promptly notify GSEC as an additional insured in the event the policies are changed or cancelled for any reason.
10. **DAMAGES:** Vendor agrees to be solely responsible for and pay all costs for repair or replacement of property and any other damages caused by a Vendor and/or its employees, contractors, invitees, suppliers, material men or workmen. This includes any damage done by staple guns, duct tape, etc. Vendor agrees to post Vendor related material in designated areas only. GSEC shall in no way be held liable for any lost, damaged or stolen items or property.
11. **INDEMNIFICATION:** VENDOR SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD GSEC AND ITS AFFILIATES, PARTNERS, MANAGERS, OWNERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY THE "GSEC PARTIES") HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, CAUSES OF ACTION AND JUDGMENTS OF EVERY KIND AND CHARACTER, INCLUDING COURT COSTS AND ATTORNEY'S FEES, ARISING, OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM VENDOR'S ACTIVITIES OR PARTICIPATION HEREUNDER, INCLUDING WITHOUT LIMITATION VENDOR'S PARTICIPATION IN THE EVENT OR SHOW, ATTENDANCE AT THE GSEC FACILITIES OR VENDOR'S PRODUCTS SOLD IN THE EVENT OR SHOW. VENDOR FURTHER AGREES, AT ITS OWN EXPENSE, TO DEFEND ANY CLAIM, LAWSUIT OR OTHER ACTION BROUGHT AGAINST THE GSEC PARTIES FOUNDED UPON THE CLAIM OR ALLEGATION OF SUCH LIABILITY, DAMAGE OR LOSS, REGARDLESS OF WHETHER THE GSEC PARTIES OR VENDOR ULTIMATELY MAY BE FOUND LIABLE FOR SUCH DAMAGE OR LOSS.
12. **PERMITS/COMPLIANCE WITH LAWS:** Vendor agrees to obtain any and all permits and/or licenses required to conduct business at GSEC. Vendor shall comply with all federal, state, county and municipal laws, rules and regulations that are now, or may in the future become, applicable to Vendor's activities or participation hereunder.
13. **INDEPENDENT CONTRACTOR:** Vendor is an independent contractor and not an employee, officer, or agent of GSEC.
14. **DISPUTES** - Disputes arising from any cause whatsoever, among Vendors, Staff, or the general Public, shall be resolved in the sole discretion of GSEC and such decisions will be final. GSEC further reserves the right to discontinue any exhibit which may be conducted in violation of the conditions, rules and regulations governing the show. There will be no refund of rental space.
15. **EVENT PHOTOS:** Vendor hereby agrees to grant GSEC the right to use photos or video of their exhibit, and other information regarding their participation, in GSEC press releases, promotional materials and advertising.
16. **DOGS:** Dogs belonging to Vendor or in and around Vendor's space are the responsibility of Vendor and must be leashed at all times.
17. **TERMINATION:** In addition to any other rights or remedies which may be available to GSEC, if Vendor fails to perform any of its obligations in this Agreement, GSEC may refuse to allow Vendor to participate in the current event or any future event and may ask Vendor to immediately remove all of Vendor's property from premises.

- 18. **GOVERNING LAW:** This Vendor Terms and Conditions agreement will be interpreted and enforced in accordance with the laws of the State of Texas. Vendor agrees that any action, suit, or claim in connection with this Vendor Terms and Conditions agreement will be carried out in state or federal courts located in Harris County, Texas.
- 19. **ASSIGNMENT:** Vendor shall not assign or in any way transfer this Vendor Terms and Conditions agreement or any of its parts, right, title or interest hereunder, without the prior written consent of GSEC, which consent may be withheld in GSEC’s sole discretion.
- 20. **ATTORNEYS’ FEES:** In the event GSEC engages legal counsel to enforce any provision in this agreement against Vendor, then to the extent GSEC prevails in such efforts, GSEC shall be entitled to recover its costs and expenses, including reasonable attorneys’ fee.

AS EVIDENCED BY MY SIGNATURE BELOW, I HAVE READ AND UNDERSTAND THE VENDOR TERMS AND CONDITIONS SET FORTH BELOW AND I AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, AND I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED TO GSEC IN CONNECTION WITH THE VENDOR APPLICATION IS TRUE AND ACCURATE.

READ, UNDERSTOOD AND AGREED this _____ of _____ 20 _____

VENDOR

Company Name

Name

Signature

Title (if applicable)

Please contact the GSEC Business Office at 281-578-7669 with questions regarding the vendor terms and conditions. We look forward to working with you.

2501 South Mason Road, Suite 100 Katy, TX 77450