

Cascades Futurity and Aged Event

Vendor Exhibit Space Terms and Conditions

Vendor Agreement Vendor agrees to pay Cascade Futurity the appropriate rental fees as designated in Application. The fee for booth or trailer space shall be paid in full and submitted with a signed Agreement and complete Application to Cascade Range Futurity **on or before July 15, 2019**. Vendor understands that there will be NO REFUNDS for exhibitor space unless declined by Cascades Futurity. Vendor understand that there is limited electricity available for indoor booths and outdoor space has no cover. Vendor agrees to keep the provided space clean and presentable. Vendor agrees that space is for the designated insured vendor only, no subletting of space allowed. All merchandise must be contained within the booth to maintain clear aisles at all times.

Termination of Agreement It is agreed and understood that Cascades Futurity has the right to terminate this Agreement if; in Cascades Futurity sole discretion, the exhibition engaged in by Vendor, or the manner of conducting the same is objectionable, or if Vendor breaches any term or condition of this Agreement and Application. If Cascades Futurity elects to terminate this Agreement and Vendor refuses a request to remove its property from the event premises, Cascades Futurity shall have the right to remove all of Vendor's properties from the premises and to charge all such cost connected therewith to Vendor.

Liability Insurance Cascades Futurity shall have no liability for loss or damage to vendor's merchandise, fixtures or other properties in the exhibit area or elsewhere on the premises and Vendor places all of the same on the premises at Vendor's sole risk and expense. Vendor agrees to obtain, at vendor's sole risk and expense, comprehensive general liability insurance and property damage insurance with a single combined liability limit of at least one million dollars, and property damages limits of not less than two hundred thousand dollars, insuring against all liability of vendor and its authorized representatives arising out of and in connection with Vendor's activities in connection with the event on premises. Cascades Futurity and Deschutes County Fairgrounds and Expo Center (DCFEC) shall be named as an additional insured with respect to such insurance policy. A certificate evidencing the required insurance covering and naming both entities, as an additional insured shall be delivered to Cascades Futurity concurrently with the delivery of a signed copy of this Agreement. All general liability insurance and property damage insurance shall ensure performance by Vendor of the indemnity provisions set forth in paragraph 4 of this Agreement.

Indemnity Vendor agrees to defend, hold harmless and indemnify Cascades Futurity, and Cascades Futurity agents, partners, representative, successors and assigns, from any and all actions, claims, demands, settlements liabilities, obligations, losses, penalties, costs, expenses and damages, including property damage and bodily injury damage, arising from or in any way connected with the booth space or elsewhere on the premises.

Limitation of Liability Cascades Futurity shall have no liability to Vendor for loss or damage to Vendor's merchandise, or quality control of merchandise sold to a third party, fixtures, or other properties in the exhibit area or elsewhere on the premises and Vendor places all of the same on the premises at Vendor's sole risk and expense. In the event of a breach of this Agreement by vendor, Cascades Futurity shall be entitled to terminate this Agreement and to retain any rentals paid by Vendor as liquidated damages.

Release Vendor hereby agrees to release and hold harmless the Cascades Futurity from an and all claims, demands, actions or cause of action, of any find or nature whether known or ascertained or which may hereafter develop or accrue to the Vendor in the favor or itself, on account of, or by condition, negligence or default whatsoever, and hereby assume, and accept the full risk of danger of any hurt, injury or damage which may occur through or by any reason or any matter, thing or condition negligence or default, or any person whatsoever.

Independent Contractors The Vendor, and any employees or agents of the Vendor, shall be considered independent contractors and shall not be considered employees of Cascades Futurity for any purpose. The Vendor, and any employees or agents of the Vendor, shall not be entitled to Worker's Compensation coverage provided by the Cascades Futurity, nor shall the Cascades Futurity provide any liability insurance or other insurance for the benefit of the undersigned.

Space Assignment Cascades Futurity has the right to assign all vendor space at its sole discretion. Every attempt will be made to assign space as requested in the Vendor Application.

Advertising sound All promotional music/video/TV sound must be contained to contracted booth only at a reasonable volume.

Dogs The Deschutes County Fairgrounds and Expo Center is within the city limits of Redmond, OR and therefore the City's leash law must be complied with. ALL dogs must be on a leash. All persons are required to clean up after their dog. It is strongly suggested to keep dogs out of the arena. If a dog is a nuisance, he/she will be asked to leave space.

Security Security will be provided on-site during show after hours.

Payment Balance in full must be made prior to move in date of August 8, 2019 and payment made to Cascades Futurity.

Time of Use Move-in: **12:00pm, August 8, 2019** / Move-out: **before noon August 19, 2019**. All move-in/move-out services (labor, rentals, etc.) are the sole responsibility of the Vendor. No exhibit may be taken down during active arena competition. Vendor hours of operation are 9am – 5 pm daily and vendor is expected to be open and operating during said hours.

Incoming Shipments Fed Ex/UPS package deliver address: Deschutes County Fairgrounds Expo Center / 3800 SE Airport Way, Redmond, OR 97756

The undersigned vendor agrees that he or she has read and understands the terms and conditions of this Agreement and Vendor Application.

Vendor	Cascades Futurity
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MAKE CHECKS PAYABLE TO: Cascades Futurity and Aged Event
PLEASE MAIL CONTRACT AND DEPOSIT TO

16847 Ponderosa Cascade Drive / Bend, OR 97703

For questions please call 503.501.6498

Email: julie@cascadesfuturity.com