

2023 Cascades Futurity and Aged Event

Vendor Exhibit Space Terms and Conditions

Applications and payment must be received by August 1, 2023

Booths will not be held without paperwork (signed terms and application) and payment.

Space is limited, reserve early.

Vendor agreement: Vendor agrees to pay Cascade Range Cutting Corporation DBA Cascade Futurity and Aged Event 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 Futurity and Aged Event **on or before September 1, 2023**. 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. Vendor hours of operation are 9am – 5 pm daily and vendor is expected to be open and operating during said hours.

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 coverage and naming both entities, as an additional insured must be delivered to Cascades Futurity concurrently with the delivery of a signed copy of this Agreement prior to move-in.** 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 Cascade Range Cutting Corporation, Cascades Futurity and Aged Event, 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 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: Vendors, and any employee or agent 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 only to contracted booth at a reasonable volume.

Dogs: 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 mandatory to keep dogs out of the arena. If a dog is a nuisance, the owner will be notified and be asked to leave the space.

Security: After show hours security will not be provided.

Payment: Balance in full must be made prior to move in date of September 1, 2023, and payment made to Cascades Futurity.

Event move-in day: September 5, 2023 – all day.

Event move-out day: September 17-18, 2023, all day. No hold overs unless prior agreement has been made. 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.

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 Vendor Agreement and Vendor Application.

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

MAKE CHECKS PAYABLE TO: Cascades Futurity and Aged Event
PLEASE MAIL CONTRACT AND DEPOSIT TO
2880 Paymaster Trail / Cool, CA 95667
For questions, please call (530) 957-5864
Email: jody@cascadesfuturity.com