



2020 El Rancho Futurity & Foothill Fiesta

September 4th – 13th

Application for Exhibitor Space

(Applications must be received on or before August 21st, 2020)

Fed Ex packages to:

**Murieta Equestrian Center
ATTN: El Rancho Futurity
7200 Lone Pine Drive
Rancho Murieta, CA 95683**

Vendor daily hours of operation will be the same as the Cutting Event

Move in dates: Wednesday and Thursday September 2nd & 3rd from 9am to 5pm

Please be sure to fill this form out completely and legibly.

Company Name: _____ Vendors Name: _____

Phone: _____ Alternate Phone: _____

Mailing Address: _____

City/State/Zip: _____ Email Address: _____

Insurance Carrier: _____

Policy #: _____ (Please enclose certificate of insurance with application)

Exhibitor Space: _____ (\$350) **Trailer Space:** _____ (\$700)

How Many: _____ Trailer Size _____ X _____ X _____ (Length/Width/Height)

Location of Customer Entry: _____ (Left Side/Right Side/Rear)

Description of products to be displayed: _____

916-354-2119 * 916-354-2638 fax

anna@murietaequestriancenter.com

www.elranchofuturity.com

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Vendor Agreement and Release

1. Vendor Agreement. Vendor agrees to pay to El Rancho Futurity the appropriate rental fees as designated earlier in Application. The fee for booth or trailer space shall be paid in full and submitted with a signed Agreement and completed Application to El Rancho Futurity on or before August 21, 2020. Vendor understands that there will be NO REFUNDS for exhibitor space unless declined by El Rancho Futurity. Vendor understands that there is only a covered space and limited electricity available for booth Vendor's. Vendor agrees to keep the provided space clean and presentable.

2. Termination of Agreement. It is agreed and understood that El Rancho Futurity has the right to terminate this Agreement if; in El Rancho 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 El Rancho Futurity elects to terminate this Agreement and Vendor refuses a request to remove its property from the event premises, El Rancho 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.

3. Liability Insurance. Vendor agrees to obtain, at Vendor's sole risk and expense, general liability 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. El Rancho Futurity shall be named as an additional insured with respect to such insurance policy. A certificate evidencing the required insurance covering and naming El Rancho Futurity as an additional insured shall be delivered to El Rancho 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.

4. Indemnity. Vendor agrees to defend, hold harmless and indemnify El Rancho Futurity, and El Rancho Futurity agents, partners, representatives, 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 Vendors' or its employees', agents' or customers' acts or omissions in any way connected with the booth space or elsewhere on the premises.

5. Limitation of Liability. El Rancho 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, El Rancho Futurity shall be entitled to terminate this Agreement and to retain any rentals paid by Vendor as liquidated damages.

6. Release. Vendor hereby agrees to release and hold harmless the El Rancho Futurity from any and all claims, demands, actions or cause of action, of any find or nature whatsoever, whether known or ascertained or which may hereafter develop or accrue to the Vendor in the favor of 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.

7. Independent Contractors. The Vendor, and any employees or agents of the Vendor, shall be considered independent contractors and shall not be considered employees of El Rancho 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 El Rancho Futurity, nor shall El Rancho Futurity provide any liability insurance or other insurance for the benefit of the undersigned.

Release of Liability and Terms of Agreement

I HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE MURIETA EQUESTRIAN CENTER AND COSUMNES CORPORATION THEIR SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, EQUIPMENT MANUFACTURERS, LESSORS, AND INSURERS (HEIRINAFTER COLLECTIVELY REFERRED TO AS "PARTIES RELEASED") THE MANAGEMENT OF THIS SHOW OR ANY OF ITS MEMBERS OR AGENTS AND/OR OWNERS FROM ANY LOSS, DAMAGE OR INJURY, SICKNESS OR DISEASE (INCLUDING COMMUNICABLE DISEASES) RESULTING FROM PARTICIPATION IN THIS EVENT. BY SIGNING THIS DOCUMENT, IT IS UNDERSTOOD AND AGREED THAT ALL MERCHANDISE DISPLAYED IS AT ONE'S OWN RISK. NEITHER THE EQUESTRIAN CENTER, NOR ANY OF THOSE INVOLVED WITH PUTTING THE SHOW TOGETHER ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE MERCHANDISE THAT WILL BE DISPLAYED. ANY LOSS DUE TO THEFT, FIRE, SOILING, ACCIDENTAL BREAKAGE, OR ANY OTHER ACT, NATURAL OR OTHERWISE, SUCH AS EARTHQUAKES, AND STORMS, WILL BE THE RESPONSIBILITY OF THOSE TO WHOM THE MERCHANDISE BELONGS. I AM RESPONSIBLE FOR MY OWN TRANSPORTAION. IT IS MY RESPONSIBILITY TO SETUP AND REMOVE MY VENDOR DISPLAYS AND ALL ASSOCIATED WITH MY DISPLAY. I UNDERSTAND THAT I MUST OPERATE DURING SHOW HOURS AND THAT THERE MAY BE VENDOR RESTRICTIONS. I HEREBY, ALSO AGREE TO THE TERMS AND CONDITIONS OF THIS VENDOR APPLICATION

Signature: _____

Printed Name: _____

Company Name: _____

Date: _____

*7200 Lone Pine Dr. Rancho Murieta, CA 95683
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