

EXHIBIT NAME _____ CONTACT NAME _____

PHONE _____ CELL/ALT. _____ FAX _____

EMAIL _____ WEBSITE _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

FOOD VENDOR SPACES

		Quantity	Total
FOOD - FULL SERVICE	Up to 20ft in Food Court - \$1000 <i>Includes Fresh Water hook-ups and up to 50 amp power</i>		
FOOD - SNACK & BEVERAGE	Up to 20ft in Food Areas - \$750 <i>Includes Fresh Water hook-ups and up to 50 amp power</i>		
<i>Note: Vendor spaces are assigned by Show Management for show quality. "Full Service" food vendors will be set up in a 10'x20' space unless other arrangements are made in advance. The 50% deposit is required to hold your space. Daily Sales percentage is due at close of event each day (see attached Food Vendor Policies for more information). Show Management will provide the following: Fresh Water Hook-Ups & up to 50 amp power per vendor. At time of contract, a current copy of Sacramento County Food Permit is due. CANCELLATIONS: Refunds or credits will not be given after April 30, 2024.</i>		+ 50% Deposit	\$
		TOTAL DUE	\$

OFFICE USE ONLY

FOOD VENDOR POLICIES & PROCEDURES

1. Concessionaire is to serve food on/with RECYCLABLE plates, cutlery and/or containers.
2. Vehicles are not allowed to move during show hours. No vehicles are permitted to enter the grounds during show hours. If you have to restock during show hours, you must stop any vehicles at the entrance and request a golf cart or forklift. We are here to help, so don't hesitate to ask us if you need items transported.
3. All retail prices will include sales tax. The tax rate is currently 7.75%.
4. Concessionaire is required to carry public liability insurance of at least \$1,000,000, Horse Expo, Inc. and Murieta Equestrian Center to be named as co-insured.
5. Concessionaire must have its own insurance for fire, loss by burglary, or any stock or equipment of the food concession operator upon the festival premises.
6. The concessionaire shall indemnify Western States Horse Expo and Horse Expo, Inc. against all actions, suits, claims, etc.
7. Concessionaire will insure all garbage, recycling and waste materials are disposed of prior to load out. The Concessionaire agrees that the space in which they occupy during the festival shall be left in the exact same condition as it was during load in, otherwise any damage / clean up deposits will be forfeited. Western States Horse Expo is an outdoor, rain or shine, event and makes no minimum guarantees to the concessionaire as to ground conditions, audience size, or minimum sales that might be expected at the event.
8. The Concessionaire agrees to follow requests by the Murieta Equestrian Center regarding waste management.

PAYMENT SCHEDULE

**50% DEPOSIT DUE WITH
CONTRACT**

BALANCE DUE BY 5-1-24

METHOD OF PAYMENT

☐ CHECK ENCLOSED (PAYABLE TO WESTERN STATES HORSE EXPO)

☐ CREDIT CARD AUTHORIZATION FORM ENCLOSED

We, the undersigned, do hereby agree to exhibit at Western States Horse Expo, produced by Western States Horse Expo, with the terms and conditions outlined on back and within the Food Vendor Policies above. This contract is null and void if not signed and original received with payment.

SIGN HERE

EXHIBITOR SIGNATURE REQUIRED

DATE _____

SIGNATURE BY WESTERN STATES HORSE EXPO

DATE _____

Sacramento County Food Permit # _____

Type of Cuisine: _____ (PLEASE PROVIDE COPY OF MENU WITH PRICES)

MAKE SURE

- Contract has been dated & signed
- Deposit payment enclosed
- Food Permit permit applied for / provided
- Terms and conditions have been thoroughly read & understood
- Food Vendor Order Form has been filled out & attached
- Copy of Menu with Prices is attached

FOR MORE INFORMATION

(916) 985-7334

letters@horseexpo.com

www.horseexpo.com

TERMS AND CONDITIONS OF AGREEMENT

1. **LIABILITY** Concessionaire agrees to indemnify and hold harmless Western States Horse Expo, also referred to as management, principles, agents, officers and employees from all claims, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by an act, omission or neglect of Concessionaire's agents, employees, invites, contractors, or guests which occur in or about the Exhibit Space. Concessionaire agrees to use and occupy the Exhibit Space at Concessionaire's own risk, and hereby releases Western States Horse Expo, its agents, officers, employees and invites from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Exhibit Space, including, but not limited to damages, resulting from the acts of other Exhibitors, theft, vandalism, fire and other casualty damage or damage arising from any defects in the premises.
2. **EXHIBIT INSTALLATION** Concessionaire may initiate booth construction or move in after checking in at the show office.
3. **LABOR** Concessionaire's are responsible for providing or arranging all necessary labor in transporting, unpacking, erecting, dismantling and repacking of exhibit.
4. **EXHIBIT STAFFING** All exhibits must be staffed during show hours by at least one person. Concessionaire's are requested to arrive at least 30 minutes prior to show opening.
5. **EXHIBIT CARE** Concessionaire's are responsible for keeping exhibits clean and orderly. Trash must be placed in dumpsters for picking up at close of show each evening.
6. **REMOVAL OF EXHIBITS** No part of an exhibit will be allowed to leave the venue before closing on June 9, 2024. Removal of exhibits will take place on Sunday, June 9, 2024 from 5:30pm to 9:00pm and on Monday, June 10, 2024 from 8:00am until 12:00pm. Any exhibits not completely dismantled and removed by 5:00pm Monday, June 10, 2024 will be removed by show management, and all fees will be charged directly to the Concessionaire at prevailing rates. The Concessionaire shall indemnify and hold harmless Western States Horse Expo for any cost or liability incurred in connection with such removal.
7. **EXHIBIT ASSIGNMENT** While initial booth reservation is mutually agreed to by Concessionaire and Management, final assignment is the proprietary right of Management. Every attempt will be made to locate the Concessionaire in the space he or she has reserved but, in extenuating circumstances, the booth can be reassigned without approval of Concessionaire. The Concessionaire shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than its own in the exhibit space.
8. **BOOTH MUSIC** Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source.
9. **NOISE CONTROL** Any electronic equipment or machinery which is determined to be detracting from other exhibits will not be permitted including generators during event hours. Power is provided for this reason.
10. **LIVE ANIMALS** or pets will NOT be permitted without written consent of Management.
11. **SECURITY** will be provided to patrol after show hours. Concessionaire's will be allowed to enter the venue upon presentation of an Exhibitor badge only. While security is available during both move-in and move-out hours, it is required to man your booth at all times during the complete run of the event to insure additional protection of equipment and valuables. Management is not responsible for theft or damage.
12. **FOOD VENDOR CONTRACT** The exhibit space contract, upon receipt by management, shall constitute a valid and binding contract. If due to circumstances beyond the control of Management, the event should be canceled, the contracted exhibitor shall waive any claims for damages or compensation. **Please Initial**
13. **COLLECTION** If suit is instituted to collect past due amounts, Concessionaire agrees to pay actual costs and expenses of collection in addition to court costs and reasonable attorney fees and interest at the maximum prevailing rate.
14. **UNOCCUPIED SPACE** In the event a Concessionaire has failed to occupy the space contracted for by 9:00 pm Thursday, June 6, 2024. Management shall have the right to utilize such space in any manner they choose. This will in no way release the contracted Concessionaire nor shall Concessionaire be entitled to a refund.
15. **CALIFORNIA SELLERS PERMIT** Concessionaire's who plan to sell merchandise on the premises in a cash and carry fashion are responsible for complying with Sacramento/California State licensing and tax requirements. Information and application for a California Temporary Sellers Permit number can be obtained by contacting the California Department of Tax and Fee Administration, (916) 227-6700.
16. **CANCELLATION** A written notice of cancellation is required, by certified mail. Concessionaire is responsible for full payment of exhibit space contract if not canceled in writing by April 30, 2024. No refunds or credits are given after this date.
17. **NON-GUARANTEE** Management makes no guaranty or warranty, express or implied, as to the profitability or potential loss to or of Exhibitor with regard to Concessionaire's participation in the Western States Horse Expo.
18. **REGULATION COMPLIANCE** Concessionaire shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State and local statutes, ordinances, rules and regulations.
19. **PROMOTIONS** Where the Concessionaire offers or provides exhibition, raffles, donations, or other promotional measures that require guests to be present at a specified location and time or any other unusual promotional plans, they must first be approved, in writing, by Management.
20. **RIGHT TO REFUSE** Management reserves the right to review and reject any application for exhibit space without prejudice.
21. **REPRESENTATION** Are/has not been made unless in writing, in this contract.
22. **INSURANCE** Exhibitors shall carry and maintain during the period in which they exhibit, including move-in and move-out days, and at his or her sole cost and expense, personal injury, and property damage coverage under a policy of general public liability insurance \$1,000,000.00 (One million dollars). This insurance must be in force during the lease dates of the event, June 7-9, 2024, naming Western States Horse Expo (7200 Lone Pine Dr, Rancho Murieta, CA 95683) as the certificate holder. The following must be listed as additional insured: Murieta Equestrian Center, Cosumnes Corporation, West Coast Equine Foundation, their officers, agents, servants, affiliates and employees. Exhibitor warrants that by signing this contract, he or she has complied specifically with insurance requirements of this contract. Proof of insurance must be provided by May 1, 2024.
23. **FAILURE TO PERFORM** Should the Concessionaire fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Western States Horse Expo he or she may be prevented from further exhibits therein with forfeiture of exhibit space rental. Management shall not be responsible to Concessionaire for any financial loss arising out of Concessionaire's use of the facility, or facility policy - including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (i.e. flood, fire, earthquake, pandemic) **Please Initial**
24. **AMENDMENTS** This agreement may only be amended, except as expressly provided herein, by agreement of the parties, in writing, bearing a note subsequent to the date of this agreement.
25. **ENFORCEABILITY** If any term or provision of this agreement is determined to be void or unenforceable, the remainder of this agreement shall remain enforceable and in effect, as if that void or unenforceable provision was not included.