

**2010 BLENHEIM EQUISPORTS
VENDOR TERMS AND CONDITIONS**

Please initial all pages

The undersigned vendor ("Vendor"), as consideration to participate as a vendor at certain horse show events during the 2010 Blenheim EquiSports Horse Show Season (each an "Event"), hereby agrees to abide by the following terms and conditions:

1. **Vendor Application; Purpose.** The Vendor must submit a Vendor Application (the "Vendor Application") to Blenheim EquiSports of California, Inc. ("BES"), and the Vendor Application will not be effective unless accepted by BES, in its sole and absolute discretion. If the Vendor Application is accepted by BES, Vendor will be permitted to set up a booth, tent, mobile unit or other display (collectively, a "Booth") during the Event(s) specifically marked on the Vendor Application and at the applicable facilities relating to such Event(s) (the "Facilities").

2. **Fees.** Prior to each Event in which Vendor will participate, Vendor will submit to BES payment in full for the applicable fee as set forth on the Vendor Rate Schedule attached hereto as Exhibit A. Vendor will not be permitted on the Facilities during the applicable Event if such payment has not been received by BES.

3. **Vendor Booth Set-Ups and Removal.**

A. Vendor will provide its own materials, equipment and labor in order to set up its Booth and acknowledges that BES will not provide any tents, water hoses, extension cords or any other equipment. Vendor's Booth placement on the Facilities will be assigned by BES and a chart of the vendor placement will be posted in the applicable horse show office prior to the start of the Event. Vendor agrees not to set up any Booth anywhere on the Facilities other than the location specified on the placement chart. **Vendor will set up Booth only during the hours of 12:00 PM to 5:00 PM on the Monday prior to the Event and 9:00 AM to 5:00 PM on the Tuesday prior to the Event.** Vendor agrees not to set up its Booth or drop off or remove any materials or equipment after 5:00 PM or while the Event is in progress.

B. Vendor will remove its Booth as well as all materials, equipment and other property by 7:00 PM on Sunday at the conclusion of the Event. Any Booth, materials, equipment or other personal property left on the Facilities after such time will become the property of BES and at the sole option of BES and at Vendor's expense will be either destroyed or returned to Vendor. Vendor will leave the portion of the Facilities occupied by its Booth in the same condition as it was in prior to the Event.

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4. **Insurance.** Vendor shall obtain and keep in full force a policy of commercial general liability insurance (including but not limited to public liability, broad form property damage, personal injury, broad form contractual liability and owner's contractors protective) with an insurance company or companies that is acceptable to BES in its sole discretion. The policies shall name Vendor as the insured and BES, as well as the other entities listed below, as additional insured. The minimum limits of liability, which may be increased at BES's sole discretion, shall be as follows:

- a. \$1,000,000 per occurrence;
- b. \$2,000,000 Products Aggregate; and
- c. \$2,000,000 Policy Aggregate.

Vendor will cause all such insurance policies to be properly endorsed to provide that the applicable insurance company or companies will provide BES thirty (30) days' prior written notice of termination, alteration or change in the policies and ten (10) days' written notice of non-payment of any premium. BES may at all times inspect the policies carried by Vendor.

Vendor shall provide evidence of such insurance by depositing certificates of insurance along with additional insured endorsements with BES, at least thirty (30) days prior to each Event in which Vendor will participate. A sample of the certificate and endorsement are attached hereto as Exhibit B. The certificates and endorsements shall together provide that the following entities are additional insureds and that such insurance afforded the additional insureds is primary and non-contributing with any other insurance that the additional insureds may carry:

1. Blenheim EquiSports of California, Inc., its officers, directors, employees, owners, representatives and agents
2. Blenheim Farms, LLC, its officers, managers, employees, owners, representatives and agents
3. Blenheim Facility Management, LLC, its officers, managers, employees, owners, representatives and agents
4. City of San Juan Capistrano, its officers, directors, employees, representatives and agents, 22nd District Agricultural Association/Del Mar Horsepark and the State of California, their officers, agents, servants and employees, and all subsidiary, affiliated or associated company, corporations, entities or organizations as may now or hereafter be constituted, that own, are related to or manage the property owned by such entities, are named as additional insureds and that such insurance afforded the additional insureds is primary and non-contributing with any other insurance that additional insureds may carry.

Vendors will not be allowed on the horse show grounds without a valid certificate of liability insurance and additional insured endorsement.

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5. **Release Form.** Vendor shall submit an executed Express Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement with this Agreement.
6. **Damages.** Vendor agrees to pay all costs of repair and/or replacement for any and all damages of whatever origin or nature, which may have occurred on the Facilities during the applicable Event and are caused by Vendor's and/or its employees, agents, contractors, servants, invitees or guests. Such repair and/or replacement shall restore such damaged portion of the Facilities and/or other property to a condition equal to that prior to the Event. Any and all repair and/or replacement of any kind or nature shall be completed within three (3) working days after the conclusion of the Event.
7. **Permits and Licenses.** Vendor agrees to obtain any and all necessary licenses and permits applicable to Vendor.
8. **Indemnification.** To the fullest extent permitted by law, Vendor expressly agrees to defend, indemnify and hold harmless BES, its affiliates, officers, agents, servants, managers, representatives, owners and employees and those parties named in paragraph 4 above, from any and all claims, demands, causes of action, damages, losses, expenses (including attorneys' fees), judgment liens, encumbrances, orders, awards or other liability that arise out of or are in any way connected with Vendor's participation in the Event(s) or attendance on the Facilities or Vendor's products sold during the Event(s), including but not limited to (a) claims related to personal injury or death, (b) claims of subcontractors, consultants, suppliers, materialmen or workmen, (c) claims of property damage or loss of use of property, and (d) other claims alleging negligent action or failure to act, or intentional or willful conduct, by Vendor and its agents, employees, invitees, guests or anyone else for whom Vendor is legally liable in connection with the Event or Vendor's products. Vendor further agrees, at its own expense, to defend any claim, lawsuit or other action brought against BES founded upon the claim or allegation of such liability, damage or loss, regardless of whether BES or Vendor ultimately may be found liable for such damage or loss. These indemnification and defense provisions shall be and remain in effect whether or not Vendor maintains or fails to maintain any insurance coverage required hereunder.
9. **Signs and Displays.** All advertising signage, product displays and the like of any kind or nature on Vendor's Booth or elsewhere on the Facilities and adjacent thereto must be submitted in writing to BES for its evaluation and may be used only if approved by BES in writing, with such approval to be given or withheld in its sole and absolute discretion.
10. **Assignability.** Vendor shall not assign or any way transfer this Agreement, any of its parts or any right, title or interest hereafter without the prior written consent of BES.

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11. **Termination.** If Vendor fails to perform any of its obligations set forth in herein, BES may refuse to allow Vendor to participate in any Event or to be on the Facilities during any Event. This right shall be in addition to any other right or remedy of BES. Notwithstanding the foregoing, BES may terminate this Agreement at any time and for any reason, in the sole and absolute discretion of BES. Upon termination of this Agreement, Vendor immediately shall remove its Booth from the Facilities.

12. **Independent Contractor.** Vendor is an independent contractor and not an officer, employee, agent or servant of BES.

13. **Amendment.** These Terms and Conditions may not be altered, changed or amended unless Vendor has the prior written approval of BES.

14. **Governing Law; Construction.** These Terms and Conditions will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. The Vendor agrees that this agreement shall be deemed to have been entered into in Orange County, California. The Vendor will not commence or prosecute any action, suit, proceeding or claim arising under or by reason of this agreement other than in the state or federal courts located in Orange County, California. The Vendor irrevocably consents to the jurisdiction and venue of the courts identified in the preceding sentence in connection with any action, suit, proceeding, or claim arising under or by reason of this agreement.

15. **Attorneys' Fees.** In the event of any dispute arising out of the subject matter of this agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorneys' fees) incurred in resolving such dispute.

16. **Severability.** In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

I have read and understand the Terms and Conditions set forth above and I agree to be bound by the Terms and Conditions, and I certify that all of the information that I have provided to BES in connection with the Vendor Application is true and accurate to the best of my knowledge.

Read, understood and agreed this _____ day of _____, 2010.

Vendor

By: _____ Name: _____ Title: _____