

# **Jersey Fresh 2008**

May 8 – 11, 2008

## Vendor Agreement

By applying for space at the Horse Park of New Jersey, vendor agrees to the following. Agreement is void if not signed and returned with payment at least 10 days prior to the event set-up date (May 31st.) Vendor is subject to New Jersey State Sale Tax on retail sales and responsible for compliance. The person signing this contract will be considered the vendor of lessee or the exhibit space.

Vendor agrees not to conduct interviews, demonstrations, distribute advertising, displaying signs, canvas or otherwise solicit business beyond the boundaries of assigned exhibit space. The vendor's conduct or conduct of his representative may infringe upon or otherwise interfere with rights and privileges of other vendors, exhibitors or of persons participating the event. Vendor agrees not to assign, sublease, apportion or share the whole or part of the exhibit space assigned to him.

Vendor agrees to display or sell within his exhibit space only the specific products for which he has requested exhibit space and no others. Vendor agrees not to conduct interviews or demonstrations, distribute advertising material, display signs, canvas or otherwise solicit any business or conferences in the interest of business for any business other than the one for which the exhibit space is requested.

Vendor agrees to have the exhibit in place by one half hour prior to the opening day of the first event date, and so remove exhibit by mid-night on the day of the last day of the event. Vendor agrees to pay \$100 per day if these move-in and move-out deadlines are not met.

Neither the Jersey Fresh nor the owner or operator of the event facility shall be liable or otherwise responsible for the last shipments to or from the event grounds or for any type of moving cost, including damages incurred in the course of moving. If the exhibit fails to arrive, Vendor is nevertheless responsible for payment of all exhibit space and rental fees. The Horse Park of New Jersey shall not be liable or otherwise responsible for any damage, loss, or theft of property belonging to Vendor or to any of his representatives, agents or employees, business invites, visitors or guests or to aforementioned unless such damage, loss, theft, or personal injury was proximately caused by gross negligence of The Horse Park of New Jersey. Nor shall the owner or operator of the event facility be liable or otherwise responsible for such damages, loss, theft and personal injury. Lessee is liable for and agrees to pay promptly any and all

damage to event facility or it's equipment, which damage is caused by Lessees, or by any of his representatives, agents or employees.

No claims for injury to any person or damage or loss of any property on account of fire, theft, or any other cause, shall be made against The Horse Park of New Jersey, the owner or operator of the event, their officers or agents by or on behalf of the vendor on account of the Agreement. Vendor agrees to indemnify The Horse Park of New Jersey, the owner or operator of the event facility and hold them harmless of and from all claims of personal injury, death, or property damage and any other losses, damages, or expenses, including attorney's fees, which arise out of, in connection with, or by any reason the use of space provided herein by Lessee. Vendor further agrees to undertake at it's own expense the defense of any claims brought against The Horse Park of New Jersey or the owner or operator of the event facility claiming damages which are alleged to have risen out of the use of space provided.

Lessee must provide own insurance coverage with limits of \$5,000.00 medical payments for any one person; \$1,000,000.00 for any one accident, bodily injury liability including product liability; and not less than \$50,000.00 property damage liability. Proof of Worker's Compensation is required if vendor has any employees, as well as automobile insurance

It is agreed that The Horse Park of New Jersey shall not be liable for conditions caused by war, insurrection, riots or acts of God. In such event, liability will be limited only to the return of all moneys previously paid by Lessee.

LESSEE ACKNOWLEDGES THAT HE HAS READ THIS PACKAGE AGREEMENT AND IS FAMILIAR WITH THE PROVISIONS AND CONDITIONS THEREOF.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

All fees must be sent with this signed agreement. Contractors will not be accepted unless accompanied by payment in full. Cancellations of exhibit space requested in this Agreement must be submitted in writing and be received by The Horse Park of New Jersey ten days (10) prior to event opening date. Failure to comply with the above will result in a five hundred dollar (\$500) penalty. \$50 charge for returned checks.