

## BLOCK HOUSE STEEPLECHASE VENDOR SPACE AGREEMENT

### Vendor Information:

Name: \_\_\_\_\_ Total Fee: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Payment Info: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Name of Business: \_\_\_\_\_  
Type of Business: \_\_\_\_\_

In consideration of the fees stated above, which the Vendor has paid in full this \_\_\_\_\_(date), and subject to the terms and conditions set forth herein, the Tryon Riding & Hunt Club grants the Vendor named above the right to occupy and use the space or spaces shown above for the purpose of offering for sale and selling goods, services, or both at the Block House Steeplechase to be held at the Sandlin Race Course, Foothill Equestrian and Nature Center, Tryon, North Carolina, on April 21<sup>st</sup>, 2007. The Vendor's right to occupy and use the above space of spaces is subject to the following terms and conditions, to which the Vendor hereby agrees:

1. The fee paid upon execution of this agreement shall not be subject to refund, either fully or in part, unless the TR&HC, solely because of causes entirely within its control, is unable to make the space available. The said Club shall not in any event be responsible for any loss, damage, or other consequences of such failure, direct or indirect, in excess of refund of the vendor space fee.
2. The Vendor will be permitted access to his/her space for the purpose of preparing it for the use during the hours of 9a.m. until 5p.m. on Friday, April 20<sup>th</sup> and after 7a.m., but before 10a.m. on Saturday, April 21<sup>st</sup>, 2007, for the purposes of this agreement. The Vendor shall remove all of his/her equipment, supplies, merchandise, and other property, and all waste, trash and debris from their space before the time to vacate, and for cleaning up and leaving the space in good order and in substantially the same condition as when he/she first took possession. The TR&HC and the Foothills Equestrian and Nature Center shall be entitled to recover any cost they may incur as a result of the Vendor's failure to do so.
3. One electrical outlet will be available in each space (no high wattage/amperage appliances). The TR&HC will not provide connections for water, telephone or other utility services and none and be practicable.
4. The Vendor shall not do nor permit any act that injures the space he/she occupies or install any equipment, signs, banners, or other matter in a way that damages the wall, doors, supports, or other parts of the structure in which it is located. Signs, posters, and banners may be installed only in a manner that does not materially injure the structure and only with the prior approval of the TR&HC's manager at the site. The Vendor shall be responsible for the cost of repairing any damage to the space resulting from his/her use and occupancy thereof.

5. The Vendor shall conduct only lawful businesses, and shall neither conduct nor permit any business or other behavior that violates any Federal, State, or Local law ordinance or regulation.
6. The Vendor may distribute leaflets and other printed material at his/her space, but shall not distribute any such material by passing through the spectators or elsewhere on the race course property.
7. The Vendor shall be responsible for all taxes to which he/she, business or other activities or property is subject.
8. The Vendor shall be solely responsible for their equipment, supplies, merchandise and other property while it is on the premises of the race course, for providing security for it, and for such insurance against theft loss or damage thereof as the Vendors deems fit. Neither Tryon Riding & Hunt Club or the Foothills Equestrian and Nature Center shall have any responsibility for any such equipment, supplies, merchandise or other goods or property, or for the loss thereof or damage thereto. (Tryon Riding & Hunt Club will post a night guard Friday evening to keep the general Steeplechase Mall site secure).
9. The Vendor, for him/herself and agents and employees, releases the TR&HC and the Foothills Equestrian and nature Center from all liability and claims of liability of any kind whatsoever arising out of any act, neglect or failure to act on the part of the TR&HC or the Foothill Equestrian and Nature Center, or their officers, agents or employees, in connection with the Vendor's use and occupancy of, or access to the space subject to this agreement, including, but not limited to the loss or theft or damage to property; any delay of delivery or failure to deliver and goods, merchandise, supplies, equipment or other property; and any injury to or death of any person or persons.
10. The Vendor shall fully indemnify and hold harmless the Tryon Riding & Hunt Club, the Foothills Equestrian and Nature Center, and their offices, agents, and employees, from and against any and all liability and claims of liability for the death of or injury to any person, or for the loss of or damage to any property, arising directly or indirectly, wholly or in part, from any act, neglect, or failure to act by the Vendor or by any agent or employee of the Vendor in the connection with the use or occupancy of or access to, the space subject to this agreement, or while on the premises of the Block House race course. This indemnity shall include the reasonable attorneys' fees that the said indemnities or any of them may incur.
11. The Block House Steeplechase does run rain or shine. No refunds will be made on account of weather.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Tryon Riding & Hunt Club  
PO Box 1095  
Tryon, NC 28782  
1.800.438.3681