

2017 Vendor Application
The Dutta Corp. U.S. Dressage
Festival of Champions
At USET Foundation Headquarters, Gladstone NJ
May 18-21, 2017

VENDOR INFORMATION (please print clearly):

Company Name: _____
 Product Description: _____
 Contact Person: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Mobile: _____
 Fax: _____ E-mail: _____
 Signature: _____ Print Name: _____

EXHIBIT INFORMATION	Cost	Total
Vendor Space: 10'x10' (courtyard/own tent)	325.00	
Vendor Space: 9'x10' (ringside/tent w/sides provided)	425.00	
Vendor Extra Space: 9'x20' (courtyard/own tent)	575.00	
Vendor Extra-large Space: trailer (limited spots)	650.00	
Electric	30.00	
Vendor Program: 1.5"x4.5" size ad <i>Approx (copy due 5/1/17)</i>	30.00	
GRAND TOTAL		
All vendors must provide proof of insurance with payment. Please see details in section I3d.		

PAYMENT INFORMATION due by April 30, 2017:

_____ Check payable to the USET Foundation
 _____ Credit Card: MasterCard/Visa/American Express Security Code: _____
 (please print clearly)
 Name on Card: _____ Billing Zip Code: _____
 Billing Address: _____
 Card Number: _____ Expiration Date: _____

Questions? Please call Cathy Pane at (908) 234-1251 ext 203 or CPane@USET.org

Please mail or fax completed form with payment information to:

USET Foundation, Inc.
 Attn: Cathy Pane
 PO Box 355
 Gladstone, NJ 07394-0355
 Fax: (908) 234-0670

2017 Vendor Application
The Dutta Corp. U.S. Dressage
Festival of Champions
At USET Foundation Headquarters, Gladstone NJ
May 18-21, 2017

TERMS & CONDITIONS:

VENDOR CONTACT: Cathy Pane (908) 234-1251 x203 or CPane@USET.org.

ATTENTION FOOD VENDORS: Food Vendors are reminded that they must obtain a permit from the Somerset County Department of Health (908-231-7155 or www.Bedminster.us – click on 'forms'). Food vendors are also responsible for compliance with all local health & fire regulations. **COPY OF PERMIT MUST BE PROVIDED PRIOR TO ARRIVAL.**

VENDOR SET-UP: Set-up is scheduled for Tuesday, May 16th, and must be completed by 6pm.

Vendors with pre-approved large trailers may be asked to arrive early (estimated Monday 5/15).

USET Foundation will provide a very limited number of 9'x10' spaces under a 9'x60' tent with walls and front closure ringside.

Vendors who prefer to use their own tent, or once ringside is fully rented, will be given space in the main courtyard (tents not provided). Vendors may leave their set-up in place each night, but no security will be provided. Vendors will be allowed on set up day & prior to the start of each show day to unload their vehicles where their vendor space is located. Parking for the remainder of the competition will be located in the north field above the stables (within walking distance). Vendors located in the main courtyard or ringside who need to rent tables, chairs or tent (courtyard vendors only) may contact Lois at Prestige Rental 973-942-5300 to arrange for rental/deliver at their own expense. Please note that set-up must be completed once warm-ups begin on Wednesday, May 17th at 7:30am.

SECURITY: General barn security is provided on show days. Additional security may be hired at vendor's own expense.

SHOW HOURS: Hours are approximately – Wednesday 7:30-3PM Warm-ups, 4PM Jog, 5:30PM Welcome Reception; Thursday - Sunday 9AM-5:00PM (Subject to change). For more show information please visit www.USEF.org/foc

ADVERTISING: For information regarding advertising in the **official show program**, please contact the USEF's marketing department: Kim Russell, (859) 225-6938 or krussell@usef.org (submission deadline April 20th). Additionally a **vendor specific program** will be compiled listing all Ringside & Courtyard Vendors free of charge. Please submit your Vendor Ad as a maximum resolution jpeg or press-ready pdf (no web page, internet or FaceBook files accepted) by April 20th to CPane@USET.org. Vendor Ad dimensions are your choice of 2 sizes. Vertical ads are 1.5" wide X 4.5" high. Horizontal ads are 5" wide X 1.75" high. We can provide an eye-catching design for you - please provide your high resolution logo, photos and text. Space is limited.

PETS: Dogs are permitted on the show grounds but must be restricted to a leash at all times. Please clean up after your pet.

HOTELS: There are several hotels in the area of which a list can be provided upon request. A block of rooms has been arranged at the Hyatt House, 3141 US-22, Branchburg, NJ 08876 (908) 704-2191.

PLEASE REVIEW THE FOLLOWING:

1) **GENERAL:** This Application for exhibit space, when executed properly, shall be considered a binding agreement ("Agreement") between the parties, and shall be construed in accordance with and governed by the laws of the State of New Jersey. If any provision in this Agreement is held invalid, all other provisions shall remain in full force as if the invalid provision had not been included. This Agreement may not be modified in any manner nor may any rights herein be waived except by an instrument in writing signed by the party to be charged in such modification or waiver. Vendors shall comply with all Federal, State and City laws, ordinances and regulations, including the local Fire Marshall, the Health Department, or any other governmental entity having jurisdiction over the premises. Vendor represents and warrants that the Vendor is not infringing on the trademarks, service marks or trade names of any other person or entity and that Vendor has all government licenses, permits, or other authorizations necessary to conduct its business and perform its obligation under this Agreement.

2) **ELIGIBLE EXHIBITS:** USET Foundation (USET) reserves the right to deny exhibit space to any individual, company, product, or promotion that in its opinion is not consistent with the character and purposes of USET, USEF and/or its competitions. USET also reserves the right to limit the number of exhibit spaces selling similar merchandise at the competition. No person, entity, or industry will be permitted to exhibit or hold any sponsored activities without the express written permission of USET. Vendor must list the merchandise it will exhibit or sell on the space on the front of this Application and must request in writing to make any changes. USET reserves the right to approve or disapprove any such changes. Vendor may not exhibit any substances prohibited under USEF rules in effect as of the date of the competition at which Vendor exhibits its merchandise. USET will notify Vendor in writing if for any reason this Application is denied.

3) **PAYMENT:** The required payment must be submitted with this Application in order for the Application to be considered complete and before any exhibit space will be assigned. Should any payment not be received by USET by the required date, and prior to the competition's commercial set-up time, Vendor may lose the exhibit space assignment and in any event will not be permitted to occupy any exhibit space without paying in full, if space is available and at USET's discretion.

2017 Vendor Application
The Dutta Corp. U.S. Dressage
Festival of Champions
At USET Foundation Headquarters, Gladstone NJ
May 18-21, 2017

- 4) REFUNDS: All prices are fixed charges and Vendors are not entitled to any refund, regardless of whether or not Vendor occupies all, or part of, the space for any portion of the exhibit term.
- 5) ASSIGNMENT OF SPACE: USET, in its discretion, will determine the location of all exhibit spaces. USET reserves the right to rearrange the floor plan and relocate any Vendor at any time.
- 6) INSTALLATION OF EXHIBITS: It is Vendor's responsibility to be set up and operational at the time the competition officially opens. If the assigned exhibit space is not occupied by Vendor by the time the competition officially begins, USET has the right to resell the exhibit space. Vendor must obtain prior written consent from USET to deviate from installation schedules and such consent may be given at the sole discretion of USET. Each Vendor will be responsible for the delivery and removal of its equipment and/or display material. USET shall not be liable for any moving costs or damage or lost shipments.
- 7) BOOTH ATTENDANTS: Each Vendor must keep an attendant in his assigned exhibit space during all open hours of the Vendor Courtyard. All attendants must be bona fide employees or representatives of Vendor. Vendor shall be responsible for the conduct of any employees, agents, visitors or guests of Vendor in or about the assigned exhibit space.
- 8) USE OF EXHIBIT SPACE: All decorations of papers, corrugated paper, crepe paper, drapes and cloth must be flameproof to meet the standards of the local fire department. No exhibits using open flame are permitted. Decorations around fire extinguishers, standpipes or exits must be placed so as not to interfere with the accessibility to, or view of, the same. Vendors shall take all necessary precautions for the safety of their personnel, other Vendors and all other persons upon the premises to prevent accidents or injury. Vendor shall keep the assigned exhibit space in good order. Vendors must maintain their wares within their vendor space. Vendor's advertising materials (circulars, coupons, flyers) may only be distributed from within the assigned exhibit space. Materials designed to be attached to walls, car bumpers, or other surfaces shall not be distributed under any circumstances, without the prior written approval of USET. Solicitation of funds for any political, educational, charitable or other corporation, association, group, individual or cause of any kind is strictly prohibited. Vendor must have prior written consent from USET to conduct a raffle or drawing of any kind. No sound systems, musical instruments, noise makers, loudspeakers, microphones or other sound amplification or broadcasting devices of any kind may be used without the prior written consent of USET.
- 9) DISMANTLING AND REMOVAL OF EXHIBITS: Vendor shall not dismantle, or remove any portion of the exhibit, or any equipment, or property associated with the exhibit prior to the official close of the Vendor Areas. All exhibits must be dismantled, packed and removed within 24 hours after the close of the Show unless changed by USET. In the event that Vendor fails to vacate the exhibit space within that time, USET may, and is hereby authorized and made the agent of Vendor, to remove the exhibit and all property of Vendor situated in or about the exhibit space, and to store the same at the cost of Vendor. Vendor shall hold harmless USET for any cost or liability incurred in connection with such removal.
- 10) SUBLETTING OF SPACE: Neither this Agreement nor any privileges granted herein or any part thereof shall be assigned or otherwise transferred by Vendor without the prior, written consent of USET. Vendor agrees not to assign, sub-lease, subcontract, apportion or share the whole or any part of the exhibit space. Such arrangements are absolutely prohibited and shall be deemed null and void, without USET's prior, written consent.
- 11) TAXES: All sales taxes, income taxes, FICA or other withholding taxes arising out of or in connection with Vendor's use of the exhibit space are the sole responsibility of Vendor.
- 12) AGREEMENT CANCELLATION AND REMOVAL OF EXHIBITS BY USET: USET reserves the right to cancel this Agreement in its entirety, including for any future competitions covered by this Agreement, and to remove any exhibit or any banner, advertising matter or other property of Vendor situated within or about the exhibit space if, in USET's judgment: (i) the exhibit may detract from the general character of the competition covered by this Agreement, (ii) the business or exhibition carried on by Vendor, or the manner of conducting the same, is not as represented in Vendor's Application or is not consistent with the traditions or character of the competition, (iii) this Agreement was entered under false pretenses; or (iv) Vendor violates any of the terms of this Agreement, including any USEF rules. If USET exercises its right to remove an exhibit, such removal shall be at the cost of Vendor, and Vendor shall immediately reimburse USET for any costs or expenses of USET incurred in removing Vendor's exhibit or portions thereof. If USET cancels this Agreement in its entirety or removes an exhibit as provided herein, USET shall not be liable to Vendor for any consequential, incidental or compensatory damages of any kind resulting directly or indirectly from such cancellation or exhibit removal and Vendor shall not be entitled to a refund of payments to USET under the terms of this Agreement, except that USET will refund any refundable payments made for exhibit space at competition after the date of cancellation.
- 13) INSURANCE: USET is not responsible for theft or other damage from accident, fire or other such causes to Vendor's property. All property of Vendor is understood to remain in Vendor's care, custody, and control in transit to or from and within the confines of the Event complex. Vendor is required to obtain and maintain in full force and effect throughout the applicable Event(s) the following insurance with the USET Foundation, United States Equestrian Federation, Inc. and Hamilton Farm Golf Club named as additional insured:
- a. Worker's Compensation and Employer's Liability Insurance as required by applicable State Law for all employees involved with Vendor.

2017 Vendor Application
The Dutta Corp. U.S. Dressage
Festival of Champions
At USET Foundation Headquarters, Gladstone NJ
May 18-21, 2017

b. Comprehensive General Liability Insurance written with limits of liability of \$1,000,000/\$1,000,000 Bodily Injury and \$1,000,000/\$1,000,000 Property Damage or a combined single limit of \$1,000,000. Coverage shall include: Premises/Operations, contingent liability for subcontractors, products/completed operations, personal injury, contractual liability to insure the indemnification clauses contained in this Agreement.

c. Comprehensive Automobile Liability Insurance written with limits of liability of \$1,000,000/\$1,000,000 Bodily injury and \$1,000,000/\$1,000,000 property damage or a combined single limit of \$1,000,000 and providing coverage on all owned, non-owned and hired automobiles of Vendor.

d. Fire, theft, and malicious damage insurance covering Vendor's exhibits, tools and other property.

Vendor shall provide a copy of the Certificate of Liability Insurance covering all dates in which the vendor will be on the USET. Insurance certificate must be provided with payment showing that the insurance is in force and providing that it shall not be cancelled or changed prior to the end of the event.

Specifically the 'special provisions' area shall state: *'USET Foundation, Inc, US Equestrian Federation, Inc and Hamilton Farm Golf Club are named as additional insureds for the period of 05/15/17-05/22/17 while the policy holder is attending the 2017 U.S. Dressage Festival of Champions in Gladstone, New Jersey.'*

The Certificate Holder shall be addressed to:

*Your insurance company
may fax to :908/234-0670*

USET Foundation, USEF & HFCG
Attn: Catherine Pane, Accounting
1040 Pottersville Rd, PO Box 355
Gladstone, New Jersey 07934-0355

14) LIABILITY: Vendor agrees to indemnify and hold harmless USET & USEF, the owner and operator of the event facility, USET & USEF's agents, officers, directors, members, 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 by Vendor or Vendor's agents, employees, invitees, contractors, or guests which occur in or about the exhibit space. Vendor agrees to use and occupy the exhibit space at Vendor's own risk, and hereby releases USET & USEF, its agents, officers, directors, commissioners, employees and invitees 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 Vendors, theft, vandalism, fire and other casualty damage, or damage arising from any defects in the premises. Vendor shall be responsible for the supervision, control and maintenance of the exhibit space during the entire term for which the exhibit space is reserved or used by Vendor. The exhibit space shall be returned to USET in original condition. Vendor is liable for and agrees to pay promptly any and all damages to the competition facility, or to its equipment, which damage is caused by Vendor, or by any of Vendor's representatives, agents or employees.

15) FORCE MAJEURE AND LIMITATION OF LIABILITY: USET shall not be liable to Vendor for any compensatory, consequential, or incidental damages in the event that any or all of the competitions do not take place, in whole or in part, due to cancellation of the competition by USET or due to any Act of God, or force majeure, including without limitation weather, fire, flood, strike, labor dispute, disease, epidemic or similar cause beyond the control of USET or Vendor. USET's liability shall be limited to a return of the fees paid hereunder or a pro rata portion thereof. In the event of any breach of this Agreement by USET or if for any reason assigned space is not available to Vendor during any of the competitions or any portion thereof, USET's liability shall be limited to a return of the fees paid hereunder or a pro rata portion thereof, and USET shall not be liable to Vendor for any other costs, expenses or damages of any kind resulting directly or indirectly wherefrom.

16) CONSENT TO VENUE: Vendor and USET hereby consent and agree that the venue for any actions for disputed matters and performances under this Agreement shall be placed exclusively in a proper federal district court or state court within the State of New Jersey, and Vendor consents to personal jurisdiction in the state and federal courts of New Jersey. Notwithstanding the obligations set forth herein and within the previous paragraph, USET reserves the right, however, to seek equitable relief in the appropriate court in the jurisdiction in which any competition takes place, if necessary, to prevent the unauthorized use or misuse of their respective service marks, designs or artwork.

17) USE OF USEF SERVICE MARKS, DESIGNS, OR ARTWORK: USET & USEF have sole and exclusive right to produce or sell products bearing its service marks, designs or artwork. Unless given express written permission, Vendor may not sell or give away any product during the competitions bearing any USET or USEF service mark, design, or artwork. USET has the right to enforce the above clause with any or all the following actions: confiscate the products that violate the above rules; remove Vendor from the grounds; and/or bar Vendor from future USEF competitions.