



**MADFest Vendor Contract**

*(Please print)*

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Submitted by (Name & Title): \_\_\_\_\_

*Signature required on page 3*

**\$200 per space**

**Booth Space Description – Please Mark All That Apply.**

- Inside (Coliseum Concourse) 10X10 – 20 Amp Service**
- Inside (Coliseum Concourse) 10X20 – 20 Amp Service**
- Outside Trailer/Mobile Dealer Space – 30/50 Amp Service**
  - o Mobile/Trailer/Unit Size/Power Requirements \_\_\_\_\_

- Number of Tables Needed – 6'** \_\_\_\_\_ @ \$25/Table = \_\_\_\_\_  
 Folding Chairs-plastic \_\_\_\_\_ @ \$1.25/per = \_\_\_\_\_

Total Amount Due \$ \_\_\_\_\_

**Payment Due at Time of Reservation**

To pay by credit card please call the Accounting Office at (540) 464-2954. All credit card transactions

will be assessed an additional 3% service fee.



## **Important Information**

### **Space Assignment:**

Once approved, vendor space(s) will be assigned upon receipt of signed contract, Certificate of Insurance and payment in full.

### **Receiving Packages:**

Vendors are permitted to receive packages at the Administrative Office but are responsible for collecting those packages during regular business hours. Please contact the Administrative Offices at (540) 464-2950 for details.

### **Assistance in Loading/Unloading and/or Set-up:**

Vendors requiring assistance in loading/unloading and/or set-up of any tables, chairs or equipment will be charged a fee of \$15.00 per man hour and \$25 per hour if equipment is needed.

### **Coordination between Event, Vendor and VHCF:**

All coordination between the Event, Vendors, and the VHCF shall be the responsibility of the Event Manager.

### **Layover Fees:**

Weekly vendor space is available from the day prior to the event start date through the final day of the event. Vendors who wish to stay over beyond the close of the event must check with the VHC Stable Office for space availability and will be charged a storage fee of \$25 per day.

Vendors who wish to layover from one event to the next are responsible for contacting both the VHC Office and the Event Manager of the subsequent event to obtain permission. The Vendor may be required to move to a different location. The layover/storage fee of \$25 per day will only apply if there is a week or more in between the events.

### **Exceptions to Vendor Fees:**



Non-profits and/or charities may be permitted to set up free of charge with the prior approval of VHCF and Event Management.

Only photographers and videographers who have been appointed by the show committee as the official show photographer/videographer will be permitted. Separate agreements will be maintained with those entities.

Official Event Farrier is exempt from the vendor fee. Independent farriers who set up without being asked by event management will be charged a \$200 vendor fee.

### **Contract of Space and Force Majeure:**

Any failure or delay by VHCF in the performance of its obligations under this Agreement shall not be deemed to be a default under this Agreement to the extent such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, accident, explosion, governmental orders, laws, rules, regulations, restrictions, priorities or administrative action, embargos, strike, lockout or other labor troubles or disputes, epidemic, pandemic (such as COVID-19 or any other similar disease), government shut downs, stay-at-home orders, environmental conditions or any other cause beyond the absolute and exclusive control of VHCF (each a "Force Majeure Event"). If VHCF's performance is affected by a Force Majeure Event, it will advise Vendor in reasonable detail of the event as promptly as practicable (including the estimated duration of the event) and keep Vendor reasonably apprised of progress in resolving the Force Majeure Event. In every instance where VHCF is prevented from performing its obligations under this Agreement due to a Force Majeure Event or otherwise due to factors not within VHCF's absolute and exclusive control, for any reason whatsoever, VHCF will work with Vendor to create a resolution. Vendor hereby agrees it waives any and all claims against VHCF, whether arising in law or in equity, for any loss, damage, cost, profit, opportunity cost, reliance cost, incidental or consequential damage, and all other economic loss and expense that Vendor may incur in connection with any Force Majeure Event. The VHCF shall have no liability or obligation to make any refund.

### **Liability:** (Certificate of insurance is due when payment is submitted.)

For and during the Term of this Agreement, Vendor shall secure and maintain at its own expense insurance of the type and in the amounts set forth below.

- A. Workers' Compensation insurance if required by and in accordance with all federal and state statutory requirements. The vendor and its insurer shall waive subrogation against VHCF.



- B. Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence, subject to a \$2,000,000 aggregate covering bodily injury (including death), personal injury, property damage including, and without limitation, all contractual liability for such injury or damage assumed by Vendor under this Agreement. This policy shall cover liability arising from premises and operations, independent contractors, products/completed operations, personal and advertising injury, and blanket contractual liability.
- C. VHCF, its directors, officers, employees, agents, subsidiaries and affiliates shall be named as additional insureds on the Commercial General Liability shall be issued by insurance companies having an “A” rating or higher by A.M. Best Vendor. These insurance provisions set forth the minimum amounts and scopes of coverage to be maintained by Vendor and are not to be construed in any way as a limitation or release of Vendor’s liability under this Agreement or as a representation that coverage and limits will necessarily be adequate to protect Vendor. Vendor shall not self-insure any of its obligations under this Agreement. Any and all deductibles specified in the above-referenced insurance policies shall be assumed by, for the account of, and at the sole risk of Vendor. All policies of insurance procured by Vendor shall be written as primary policies, not contributing with, nor in excess of coverage carried by VHCF.

By signing this contract, the vendor agrees to assume all risks of loss, injury, theft or damage of any kind or nature whatsoever to any of his property or component thereof including packages, goods, merchandise, chattels, papers and business records or other property, which may be in or come into the vendor’s possession during the course of business. Also, the vendor agrees to assume all liability for damage to property, person or persons arising from accidental or other causes incidental to movement and operation of the vendor area and hereby releases the Virginia Horse Center Foundation and its contractors from any liability whatsoever.

**Acceptance of Terms and Conditions:**

The vendor participating in the Virginia Horse Center Foundation event, as evidenced by the authorized signature below, agrees to abide by all terms and conditions contained in this document.

**Vendor Contact:** Nancy Lowey; nlowey@rocketmail.com

**Please Complete and Return Contract to and mail payment to:**

Virginia Horse Center Foundation  
ATTN: Accounting - Vendor Contract



487 Maury River Road  
Lexington, VA 24450

\_\_\_\_\_  
Date  
Virginia Horse Center Foundation  
(908) 310-6248

cc: Steve Shank, CEO  
Virginia Horse Center Foundation

\_\_\_\_\_  
Vendor Signature      Date

\_\_\_\_\_  
Print Name/Company

\_\_\_\_\_  
Vendor Website

\_\_\_\_\_  
Name of Vendor's Onsite Representative

\_\_\_\_\_  
Contact Information (Cell Number)

