

PACIFIC COAST CUTTING HORSE ASSOCIATION

P. O. BOX 108

LOCKEFORD, CA 95237

(209) 727 - 5779

(209) 727 - 5743 fax

www.pccha.com

Dear PCCHA Vendor,

PCCHA is proud to present the 2010 Pacific Coast Cutting Horse Association Derby, Classic/Challenge to be held March 7 – 13, 2010 at the Paso Robles Event Center in Paso Robles, CA.

Enclosed you will find a Vendor application along with an agreement and release form. Please complete both forms and return the signed original to the PCCHA office. Please keep a copy for your records. Payment may be made by check, Visa/Master Card or American Express. Payment is required with submission of your contract.

Also required; A current PCCHA membership and a certificate of insurance naming PCCHA as additional insured for this event. If you need a sample certificate, we will be happy to provide you with one.

If you have any questions, please feel free to contact us.

Additional event information will be posted to our website, www.PCCHA.com, as it becomes available. We're looking forward to a great event in Paso Robles and hope you'll be able to join us.

All the best,

Pacific Coast Cutting Horse Association

Your return envelope should include:

1. Vendor Application & Vendor Agreement/Release – Signed Original
2. Insurance certificate with PCCHA as additional insured
3. Membership (if not previously paid)
4. Payment of vendor space (with the exception of Corporate Sponsors)

PACIFIC COAST CUTTING HORSE ASSOCIATION

P.O. Box 108 ● Lockeford, California 95237

VENDOR AGREEMENT AND RELEASE

*This Vendor Agreement and Release (Agreement) is made between the Vendor whose signature appears below and the **Pacific Coast Cutting Horse Association (PCCHA)** for the rental of exhibit space at **2010 Derby/Classic-Challenge (Event)** to be held at the **Paso Robles Events Center (Premises)** from **March 7 to March 13, 2010**.*

- 1. Vendor Fee.** Vendor agrees to pay to PCCHA the appropriate rental fees as designated on the attached VENDOR APPLICATION. The fee for booth or trailer space at the Event shall be paid in full and submitted along with this Agreement and the completed VENDOR APPLICATION to the PCCHA office on or before **February 10, 2010**. Vendor understands that there will be NO REFUNDS for exhibit space unless PCCHA declines the VENDOR APPLICATION.
- 2. Space Assignment.** PCCHA has the right to assign all vendor space in its sole discretion. Every attempt will be made to assign space as requested in the Vendor's Application, however, PCCHA shall have no obligation to assign to the Vendor the space requested in the Vendor Application and prior space assignment shall not entitle Vendor to the same space in future years. Prior to the assignment of exhibit space, Vendor must comply with all payment and application dates and be a current member in good standing with PCCHA.
- 3. Time of Use, Hours of Operation and Staffing.** Vendor agrees to and understands that Vendor move in shall not commence prior to **Friday, March 5, 2010 at 1:00 P.M.** Move in shall be completed by **5:00 P.M. on Saturday, March 6, 2010**, and move out must be completed prior to **12:00 P.M. on Sunday March 14 2010**. Any Vendor attempting to move out prior to conclusion of the Event shall be subject to a fine of not less than 1.5 times the amount of their **Exhibit Space Fee**. Hours of Operation shall commence no later than 9:00am each day of show and closing shall not begin until the start of the last set of cattle of each day. Vendor Space must be staffed each day of event.
- 4. Electricity.** Premise has limited electrical capabilities. As available, PCCHA shall furnish a maximum of 3000 watts of 110 volt a.c. 60 cycle single phase electric current. Should vendor require additional electricity, vendor must make arrangements (if available) with the premises management at vendor's expense.
- 5. Product Display.** Vendor is required to list all items to be displayed on the attached VENDOR APPLICATION. No articles other than those listed are to be displayed without prior written permission. Vendor shall furnish its exhibit area with furniture, accessories, spot lights, signs or other items at Vendor's sole expense. Vendor agrees that it shall not, without the prior written permission of PCCHA, distribute any free samples of any kind, or sell any food or drink of any kind. Vendor acknowledges that the sale of PCCHA memorabilia and/or the sale of articles with PCCHA emblems, logo or similar descriptions are strictly prohibited without the expressed written permission of the PCCHA. Violators may be subject to fine and/or expulsion in addition to loss of rental fees paid. Vendor shall be responsible for payment of all applicable sales tax.
- 6. Vendor Space.** Vendor shall keep its space and the surrounding area of its space neat and clean at all times. Vendor may not place display items outside the area of its rented space. Vendor acknowledges that no dogs/pets are allowed in the vendor exhibit area.
- 7. Corporate Sponsorship.** Vendor understands and agrees that PCCHA's approval and acceptance of Vendor as a vendor at this Event is unrelated to the approval and acceptance of Vendor as a Corporate Sponsor. Corporate Sponsorships are determined solely at the discretion of the PCCHA Executive Committee.
- 8. Condition of Premises.** Vendor acknowledges that PCCHA has made no representation concerning the premises. Vendor further acknowledges that it has examined the exhibit area and the show premises and that the same are in satisfactory condition and suitable for the intended use.
- 9. Assignment** Vendor shall not assign, sublet, give, license, or in any manner transfer any or all of his/her booth space without prior written permission from PCCHA. Should this occur vendor shall be subject to fine at 1.5 times original space rate and/or dismissal from event.
- 10. Rules, Regulations, Prohibitions.** PCCHA reserves the right to adopt rules and regulations as it deems necessary for the safe, efficient, and smooth operation of the Event, including the right to prohibit any activity of Vendor which is PCCHA's sole discretion is deemed offensive to the public or which unreasonably interferes with the rights of PCCHA, the public or other vendors. Vendor agrees to abide by such rules, regulations, and prohibitions, and immediately upon notice of any violation thereof shall take the appropriate steps to correct the same. Vendor further agrees that Vendor and its employees will conduct themselves in a courteous manner while utilizing booth space. Vendor understands that its rights hereunder shall in all respects be subject to any agreement then existing between PCCHA and any governmental unit, public agency or third party exercising control over the premises, and subject to any rules, regulations, and/or prohibitions of any such governmental unit, public agency, or third party applicable to the Event on the premises.
- 11. Termination of Agreement.** It is agreed and understood that PCCHA has the right to terminate this Agreement if, in PCCHA's sole discretion, the business or exhibition engaged in by Vendor, or the manner of conducting the same is objectionable, or is not as represented by Vendor at time of making this Agreement, or if Vendor breaches any term or condition of this Agreement or the Vendor Application. If PCCHA elects to terminate this Agreement and Vendor refuses a request to remove its property from the Event premises, PCCHA shall have the right to remove all of Vendor's properties from the Event premises and to charge all such costs connected therewith to Vendor.
- 12. Liability Insurance.** Vendor agrees to obtain, at Vendor's sole risk and expense, general liability and property damage insurance with a single combined liability limit of at least One Million Dollars, and property damages limits of not less than Two Hundred Thousand Dollars, insuring against all liability of Vendor and its authorized representatives arising out of and in connection with Vendor's activities in connection with the Event on the premises. PCCHA shall be named as an additional insured with respect to such insurance policy. A certificate evidencing the required insurance covering and naming PCCHA as an additional insured shall be delivered to PCCHA concurrently with the delivery of a signed copy of this Agreement. All general liability insurance and property damage insurance shall ensure performance by Vendor of the indemnity provisions set forth in paragraph 13 of this Agreement.

13. Indemnity. Vendor agrees to defend, hold harmless and indemnify PCCHA, and PCCHA's agents, partners, representatives, successors and assigns, from any and all actions, claims, demands, settlements liabilities, obligations, losses, penalties, costs, expenses and damages, including property damage and bodily injury damage, arising from or in any way connected with Vendors' or its employees', agents' or customers' acts or omissions in any way connected with the booth space or elsewhere on the premises.

14. Limitation of Liability. PCCHA shall have no liability to Vendor for loss or damage to Vendor's merchandise, fixtures, or other properties in the exhibit area or elsewhere on the premises and Vendor places all of the same on the premises at Vendor's sole risk and expense. In the event of a breach of this Agreement by Vendor, PCCHA shall be entitled to terminate this Agreement and to retain any rentals paid by Vendor as liquidated damages. If PCCHA breaches this Agreement, PCCHA's liability is limited to the amount of rental paid by the Vendor.

15. Waiver. Entire Agreement; Jurisdiction. Waiver by PCCHA of any breach of a term or conditions of this Agreement shall not constitute a waiver of subsequent breaches. Course of performance will not operate to waive provisions of this Agreement or modify it. This Agreement and the attached VENDOR APPLICATION constitutes the final, complete, and exclusive agreement between the parties pertaining to booth space at the aforementioned Event, all oral agreements being merged herein, and supersedes all prior understandings or agreements. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit.

16. Dispute Resolution. The parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or any alleged breach thereof, shall be resolved in accordance with the following procedure:

a) **Mediation.** The parties will participate in mediation conducted under the Commercial Mediation Rules of the American Arbitration Association in a good faith effort to negotiate resolution of the dispute. The cost of mediation shall be borne equally by the parties.

b) **Arbitration.** If a full resolution is not reached through mediated negotiations, any remaining unresolved issues will be submitted to final and binding arbitration conducted under the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be required as of the time the mediator gives written notice to the parties that it does not appear that the dispute will be resolved through mediation, or in the alternative, any party may elect to require arbitration after thirty (30) days have passed following initial mediation sessions.

This dispute resolution procedure shall be implemented by written notice given by any party to all other parties. The notice shall contain a statement of the nature of the dispute and the remedy sought.

17. Release. Vendor hereby agrees to release and hold harmless the PCCHA, its officers, directors, members, agents, employees, or representatives, from any and all claims, demands, actions or cause of action, of any kind or nature whatsoever, whether known or ascertained or which may hereafter develop or accrue to the Vendor in favor of itself, its officers, directors, shareholders, partners, members, employees, heirs, representatives or dependents, on account of, or by reason of, any injury, loss or damage, which may be suffered by it or any of them or to any property, belonging to it or used by it, because of any matter, thing or condition, negligence or default whatsoever, and hereby assume, and accept the full risk of danger of any hurt, injury or damage which may occur through or by any reason or any matter, thing or condition negligence or default, or any person whatsoever.

Vendor hereby waives its rights under California Civil Code §1542, which provides: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which is known by him, must have materially affected his settlement with the debtor."*

18. Severability Attorney Fees. If any provision of this Agreement is held by a court, or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, in whole or in part, for any reason, the remainder of the Agreement which can be given effect without the invalid provision shall continue to full force and effects and shall in no way be impaired or invalidated.

In the event any action or proceeding is brought to enforce any provision of this Agreement, whether in contract, tort, or both, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees and reimbursement of all other costs and expenses, except those costs associated with mediation and arbitration, the costs of which the parties agree to bear equally.

19. Notice. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the other party or on the third business day after mailing, if the document is mailed by first class mail addressed to the addresses set forth in this Agreement or at the most recent address specified by the addressee through written notice under this provision.

20. Independent Contractors: The Vendor, and any employees or agents of the Vendor, shall be considered independent contractors and shall not be considered employees of PCCHA for any purpose. The Vendor, and any employees or agents of the Vendor, shall not be entitled to worker's compensation coverage provided by the PCCHA, nor shall PCCHA provide any liability insurance or other insurance for the benefit of the undersigned.

21. Permits. Vendor, at Vendor's sole cost and expense, shall be responsible for obtaining the necessary special event Vendor permit required for Vendor's participation as a Vendor in the Event

The undersigned Vendor agrees that he or she has read and understands the terms and conditions of this Agreement and has received a signed copy of this Agreement and the Vendor Application.

PACIFIC COAST CUTTING HORSE ASSOCIATION	VENDOR:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

**PACIFIC COAST CUTTING HORSE ASSOCIATION
DERBY/CLASSIC-CHALLENGE**

March 7-13, 2010

Paso Robles Event Center

VENDOR APPLICATION

PAYMENT DUE ■ FEBRUARY 10, 2010

Company Name		PCCHA Membership#	
Owner or Agent		E-Mail	
Address		Cell Phone #	
City, State, Zip		Fax #	
Amount Enclosed		Check #	
Insurance Carrier		Policy #	

Please list below all Merchandise to be displayed and/or sold;

Booth Space Reservations

Booth Space	<input checked="" type="checkbox"/> Applicable	Please note; Vendor Booth Space is NOT Indoors. Tents are available while supply lasts on a 1 st paid 1 st served basis. Tents are roofed with 3 sides. Additionally, In the event of inclement weather all vendors not in Self Contained Trailers could be relocated to PREC Commercial Building 2 at PCCHA's discretion.
10' x 10'	\$500	
Each Addt'l 10'x10'	\$500	
Total Due	\$	

Trailer Space Reservations

<i>Check Applicable</i>	<input checked="" type="checkbox"/>		<i>Check Applicable</i>	<input checked="" type="checkbox"/>	
Self Contained / 1 Unit		\$500	Trucks or Trailers / 2 units		\$800
Each Addt'l Unit		\$500	Each Addt'l Unit		\$400
		\$			\$
Total Due		\$	Total Due		\$

Please complete the below information in regards to the dimensions of your trailer, access doors and awnings in detail. Outside trailer space is extremely limited and you will be placed according to the below information.

Type of – Check Applicable		Trailer Specs – Complete Below			
Self Contained Trailer	<input type="checkbox"/>	Length -	Height -	Width -	
Display Truck and/or Trailer	<input type="checkbox"/>	<i>Below, as legibly as possible, please "draw" a diagram of your trailer, access door locations, etc;</i>			
Display Motor home	<input type="checkbox"/>				
Draw location of all items below on Trailer Diagram					
Main Access Door					
All Pop Outs					
Awnings					
PCCHA Member?	Yes	PCCHA #		Total Above	\$
	No	No – Please Include \$50 Fee		Total w/ Membership	\$

By submission of this vendor application, Vendor acknowledges that this document is an application only and is not binding on PCCHA unless and until a Vendor Agreement and Release is executed by Vendor, an Insurance Certificate is provided, PCCHA Membership is verified and/or paid and Vendor fee is paid in full.

Signed		Date	
Authorized Owner or Representative			

**PLEASE MAIL APPLICATION, AGREEMENT, INSURANCE CERTIFICATE & PAYMENT TO;
PCCHA – P.O. Box 108 (FeDEX 13296 E. HWY 88), LOCKEFORD, CA 95237
TELEPHONE (209)727-5779 OR FAX (209)727-5743
WWW.PCCHA.COM**