

POWAY RODEO VENDOR TERMS & CONDITIONS

EVENT DATES:

Friday, September 25, 7:30 PM. Gates open approx. 5:30PM

Saturday Day, September 26, 1:00 PM. Gates open approx. 11:00AM

- Sam's Posse Round-up Rodeo 9:30AM (you do not need to be open)

Saturday, September 26, 7:30 PM. Gates open approx. 5:30PM

After-Party immediately following the Friday and Saturday evening Rodeo – your choice to stay open

EVENT LOCATION:

Poway Valley Riders Arena (PVRA)

14336 Tierra Bonita Road, Poway CA 92064

VENDOR MANAGER: Tammi Johnson (760) 315-7162 cell

Vendors@PowayRodeo.com

APPLICATION and PAYMENT:

Application will be processed online once all items are completed, including receipt of your proof of liability insurance naming Pro Rodeo Productions of Poway dba Poway Rodeo as an additional insured.

- Payment in full (deposits not accepted) must be submitted upon application approval.
- Invoice will be sent with your vendor fees and instructions for payment once your application has been approved.
- Your vendor space is not guaranteed until payment has been made in full
- Vendor approval is at the sole discretion of the Poway Rodeo Executive Board. We reserve the right to limit like vendors and/or give priority consideration to returning vendors in good standing.
- **NEW:** There will be an additional \$100 clean-up fee added to your invoice as a cleaning deposit. At the end of the rodeo, once your area is packed up and cleaned, and your area is returned to the condition it was in when you arrived, you must check out with the Vendor Manager for sign-off. At that time, your area will either be approved for a refund or disapproved. Vendors who leave trash, debris or food products on the grounds will forfeit their entire deposit. It will take 5 – 7 days to receive your cleaning deposit if approved.

SHOW WILL GO ON RAIN OR SHINE – NO REFUNDS WILL BE GIVEN

SET-UP: Begins Thursday before the Friday performance (as approved by grounds crew) and must be complete by 10:00AM on Friday, however no cars or trucks will be permitted in the vendor area on Friday. Check-in is located at the entrance ticket booth. You are responsible for all items

needed in your booth, including lights, pigtail for electrical (we will not have any to loan out) and canopy. **Tent stakes are not allowed to secure your canopy (tent)**. Black zip-ties are preferred.

You must be set-up and ready 2 hours before the gates open. Please plan your employees accordingly.

Your booth must be occupied at all times. If you leave before the end of any performance you will be asked to leave the grounds.

BREAKDOWN:

- Breakdown will not be permitted before the end of the Saturday night rodeo.
- Approval by the Vendor Manager is required before vehicles can be brought in.
- Please leave your booth/space in the same condition as it was when you arrived. Clean up all trash and take to a trash receptacle. This includes zip ties. **DO NOT DUMP ANY TRASH, GREASE OR FOOD ANYWHERE EXCEPT IN APPROVED RECEPTICLES**
- Your cleaning deposit will not be returned without sign-off from the Vendor Manager.

ACCESS FOR EVENT:

- Badges and wristbands will be provided by the Vendor Manager and must be worn at all times by every worker for access. No sharing of wristbands is allowed.
- Badges/wristbands do not include admittance to any rodeo performance or admittance to the Cowboy Hospitality Area.
- After the Friday performance, all vendors must leave the grounds by 11:30PM. Grounds will reopen at 7:00AM Saturday morning.

PARKING: Each vendor will receive 2 passes. No sharing. Vendor Manager will distribute in advance.

PERSONAL FOOD: Vendors may bring food and non-alcoholic beverages for their own consumption. Please keep coolers out of sight.

TERMS & CONDITIONS

- **Beverages:** No Vendor will be permitted to sell bottled water or anything in glass. (Poway Rodeo will be selling bottled water at the bars.)
- **ICE:** Poway Rodeo can sell you available ice if needed. Please call Vendor Manager in ADVANCE to order.
- **NO GLASS** of any kind is allowed on the property or to be sold. This is for the safety of the public and the animals.
- **Retail Privileges:** Your Business must be conducted only within the confines of your rented space.
- **Sound Restrictions:** The use of any sound devices must receive prior approval and must be maintained at a conversational level to avoid interference with neighboring exhibitors.

- **Vendor Spaces:** Space location will be determined by the Vendor Manager and will be assigned the week before the Rodeo. We reserve the right to change locations at any time.
 - o All property must be contained in your booth.
 - o Rental is for space and electricity only. Vendor must supply all lights, lighting equipment, tables, chairs, canopies, etc.
 - o Fire Extinguisher: All vendors are required to have a fire extinguisher in the booth at all times. All canopies, shades and table coverings must be fire retardant.
 - o Ground is firmly packed soil; carpet/tarp allowed within your Booth space. No shavings or straw permitted.
 - o Stakes are not allowed to secure your canopy; you must use an above-ground anchoring device or sandbags.
- **Power:** Each space will be provided with one 110v service as requested.
 - o Vendors must supply all needed industrial extension cords and all lighting, plus a PIGTAIL adapter for a 15amp connection to 120V 3 prong.
 - o Power available for vendor use is “temporary”; therefore, Vendors assume all risk to equipment by using supplied “temporary” power.
 - o NOTE: Generators are turned off at night.
- **Insurance:** All vendors must upload proof (a Certificate) of liability insurance during the application process, naming “Pro Rodeo Productions of Poway, Inc.” as an additional insured. A copy of the Certificate must also be displayed at the booth during the event.
- **Health Certificate:** All food vendors are required to upload a copy of their current Health Certificate during application process. Such Certificate must also be displayed at the booth during the event.
- **Security:** Vendor booths must be manned at ALL times while the gates are open for the entire 2-day, 3-performance event. It is the Vendor’s responsibility to keep valuables locked at all times. Security is NOT provided for individual booths/spaces, and the grounds are not secured. Please plan to secure your booth and contents when booth is not in operation.
- **Change/Cancellation:**
 - o There will be no cancellations for any reason after September 1.
 - o There are no accommodation available to make changes. Please come prepared.



Indemnification: Vendor agrees to indemnify, defend, and hold harmless the Poway Rodeo, Poway Valley Riders Association, their managers, members, affiliates, officers, employees, agents, volunteers, and representatives from and against any and all losses, lawsuits, judgments, causes of action, costs, damages, claims (actual or alleged) and expenses resulting from claims for nuisance, bodily injury, tort, death, property destruction, and/or property damage arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of the Vendor, its employees, subcontractors, sublicenses, subtenants, or agents, if any, in the performance of this Agreement and/or the use of its booth space and/or the use of the Rodeo grounds.

Limitation of Liability: In no event shall the Poway Rodeo its affiliates, officers, employees, agents, representatives, successors, volunteers, or assignees (collectively “Poway Rodeo”) be liable to the Vendor and/or its affiliates and/or respective managers, members, officers, employees, agents, representatives or customers for any loss, liability, theft, damage, claim or demand, including, but not limited to, theft or damage to Vendor’s property, furnishings,

equipment and merchandise that Vendor may incur arising out of Vendor's operations at the Poway Rodeo, whether caused by the negligence of the Poway Rodeo or otherwise. The Poway Rodeo shall not carry insurance covering any such property theft, loss or damage and Vendor shall be solely responsible to carry its own insurance or otherwise accept the risk of any such theft, loss or damage. In furtherance of the foregoing, in no event shall Poway Rodeo be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs). To the extent Vendor maintains any claim against the Poway Rodeo, Vendor shall look solely to Poway Rodeo's leasehold interest in Poway Rodeo's premises and the proceeds thereof for the recovery of any judgment against Poway Rodeo, and no other property or assets of The Poway Rodeo shall be subject to levy, execution or other enforcement procedure for the satisfaction of Vendor's remedies under or with respect to this Agreement. In no event shall Poway Rodeo be liable to Vendor or any other person or entity for consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).

Video and Photography Release: Vendor hereby grants to Poway Rodeo the irrevocable and unlimited right and permission to use photographs and/or video recordings of Vendor, Vendor's intellectual property and Vendor's property on each of Poway Rodeo's social media and other Internet properties, publications, promotional flyers, marketing materials, derivative works, or for any other similar purpose without compensation or permission from Vendor. Vendor hereby releases, acquits and forever discharges The Poway Rodeo from any and all claims, demands, rights, promises, damages, and/or liabilities arising out of or in connection with the use or distribution of said photographs and/or video recordings, including but not limited to any claims for invasion of privacy, appropriation, likeness, or defamation. Vendor hereby warrants that Vendor and each of its employees and subcontractors is eighteen (18) years of age or older.

Miscellaneous: Vendor shall not, without the written consent of Poway Rodeo, exceed the footprint of Vendor's designated booth space. Vendor shall not affix any personal property to the Rodeo premises without Poway Rodeo's prior, written consent. Vendor shall use best efforts when constructing displays to minimize any disturbances to other vendors and operations. Vendors shall be considerate of other vendors, the staff, agents and volunteers of Poway Rodeo, and all patrons of the Rodeo. Poway Rodeo shall, under no circumstances, be liable for any loss or damage to Vendor's property. Vendor agrees, at its sole cost and expense, to keep its booth space clean and in a manner satisfactory to Poway Rodeo. Vendor shall not transfer, assign, sublet, or share any booth space without written approval, and any such attempt to do so is automatically void. Any damage to the Vendor's booth space shall be immediately repaired at Vendor's sole cost and expense. Any Vendor personal property on the Poway Rodeo grounds after the removal date shall be discarded by Poway Rodeo at Vendor's sole cost and expense. This Agreement and Vendor's application constitute the entire agreement between the Parties and that no other agreements, oral or written, are binding upon the Parties unless stated in this Agreement. This Agreement may only be modified by a written agreement that is signed by both Parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, shall not be affected, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law. This Agreement may not be assigned to a third Party without the written consent of Poway Rodeo. This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of Nevada without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction of any State or Federal Court sitting in San Diego

County, California, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of such courts. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

By submitting its Vendor Application, Vendor agrees that it has read and understood these Terms and Conditions and agrees to be bound by them.