

**2016 BLOCK HOUSE STEEPLECHASE
VENDOR SPACE AGREEMENT**

VENDOR INFORMATION:

Name: _____ **Total Fee: \$200**
Address: _____ **Date:** _____

Phone: _____ **E-mail:** _____
Business Name: _____ **Business Type:** _____

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 TR&HC grants the Vendor named above the right to occupy and use of space for the purpose of selling goods, services, or both at the Block House Steeplechase to be held at the Sandlin Race Course, Foothills Equestrian and Nature Center, Tryon, North Carolina, on May 7, 2016. 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. TR&HC 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 9am until 5pm on Friday, May 6th and after 7am, but before 10am on Saturday, May 7, 2016, for the purposes of this agreement.
3. The Vendor shall remove all of his/her equipment, supplies, merchandise, and other property, and all waste, trash ad 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. 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.
4. The TR&HC is unable to provide connections for power, water, telephone or other utility services.
5. 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 property. 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

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9. for such insurance against theft loss or damage thereof as the Vendors deems fit. Neither TR&HC 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.
10. The Vendor, for him/herself and agents and employees, releases 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.
11. The Vendor shall fully indemnify and hold harmless the TR&HC, 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.
12. The Block House Steeplechase does run rain or shine. No refunds will be made on account of weather.

Signed: _____

Date: _____

Please authorize this contract & remit with order form/payment to address below:

Tryon Riding & Hunt Club (TR&HC)
6985 S. NC 9 Hwy., Columbus, NC 28722
828-863-0480 (O) 828-863-0482 (F)
office@trhc1925.org www.blockhouseraces.com

BILLING INFORMATION

Name: _____

Address: _____

Phone: _____ **Email:** _____

Card #: _____ **Expiry Date:** _____ **Security Code:** _____

Signature: _____ **Date:** _____