

VENDOR AGREEMENT

RULES AND REGULATIONS

1. **CERTIFICATE OF INSURANCE.** Vendor must submit with payment a Certificate of Insurance with World Equestrian Center (hereinafter referred to as '**WEC**'), Iberian Horse Showcase, LLC (herein after referred to as '**IHS**'), Iberian Spectacular, Inc. (hereinafter referred to as '**ISI**') and Hampton Green Farms (hereinafter referred to as '**HGF**') listed as certificate holders, showing proof of the following minimum limits of insurance, or as required by law, whichever is greater:
 - a. General Liability, including contractual, independent contractors, products/completed operations, and Workers Compensation:
 - i. Each Occurrence - \$1,000,000
 - ii. General Aggregate - \$2,000,000
 - iii. Business Auto (if vehicles used by Vendor) - \$1,000,000
 - iv. Workers Compensation – Statutory
 - b. WEC, HIS, ISI and HGF shall be listed as an "Additional Insured" in the description section of the certificate for all coverage for General Liability or as noted: "**World Equestrian Center, Iberian Horse Showcase LLC, Iberian Spectacular, Inc. and Hampton Green Farms are included as additional insured for services provided by the named insured.**" Certificates of Insurance shall contain a provision for at least sixty (60) days' notice to the certificate holder of cancellation or non-renewal of the insurance indicated in the certificate. Certificates must be original signed by an authorized representative of the issuing insurance company.
2. **VENDOR APPLICATION.** ISI to provide Vendor a location within the event space in Arena 5 ("Assigned Space"). ISI reserves the right to reject any vendor application for any reason or withdraw acceptance. Receipt of the application is not an automatic guarantee of acceptance. You will be notified in writing via email once the application has been reviewed. A completed vendor application must be received prior to October 1, 2024. No applications will be received after this deadline. Please email completed applications to Spectacularocala@gmail.com.
3. **PAYMENT.** Applications must be filled out completely and signed. Payment must be received as specified on the vendor application.
4. **VENDOR RESPONSIBILITIES.** Vendor shall bring its own set up including décor and tables.
5. **VENDOR ARRIVAL & SET-UP.**
 - a. Move in and Set-up will be on Wednesday, October 16, 2024, from 10:00 to 5:00 and Thursday, October 17, 2024, from 8:00 to 3:00.
 - b. Vendor shall staff its vendor area on the event days as follows: 10:00 to 6:30 (Friday, October 18, 2024); 10:00 to 6:30 (Saturday, October 19, 2024) and 10:00 to 3:00 (Sunday, October 20, 2024).
 - c. Breakdown of booth displays will be on Sunday, October 20, 2024, beginning after 3:00.
6. **SECURITY.** There will be onsite security at the venue provided by WEC. WEC, ISI and HGF cannot be held liable for any lost, damaged, or stolen items. WEC assumes no risk: by the acceptance of this application the Vendor expressly releases WEC, ISI and HGF of and from all liability for any damage, injury or loss to any persons or goods which may arise from

and/or in connection with the rental and occupation of the assigned leased space by Vendor and agree to hold and save WEC, ISI and HGF harmless for any loss or damage by reason thereof. WEC, ISI and HGF assume no responsibility, whatsoever, for any property shipped to or placed in the exhibition area of IBERICON in Arena 5.

7. **SIGNAGE.** Vendor is prohibited from placing signs on any walls throughout Arena 5, except as otherwise approved by ISI. Vendor is only permitted to place signage within the Assigned Space. Vendor will be billed for any damage from not adhering to this signage rule.
8. **TERMINATION.** Either party may terminate this Vendor Agreement by giving 30 days' written notice to the other of its intention to terminate this Vendor Agreement. Such termination may be made with or without cause. If ISI terminates the Vendor Agreement, any sums paid by Vendor to ISI shall be returned to Vendor within thirty (30) days of such termination.
9. **NON-ASSIGNMENT.** Vendor may not assign this Vendor Agreement, or any rights granted to either party under this Vendor Agreement to another individual or entity, in whole or in part, whether voluntarily, by operation of law or otherwise. Any such attempted assignment or transfer shall be null and void. Vendor may assign this Vendor Agreement with prior written consent from ISI.
10. **NON-SOLICITATION.** Vendor may not solicit any member, referral, or allow him or herself to be put in an opportunistic situation in which WEC or ISI could lose any guest or potential business. No favors may be exchanged between Vendor and WEC's clientele or ISI's clientele for gain or personal profit. In the event of a breach of this regulation, WEC and/or ISI is entitled to all factual financial loss or projected financial loss or damages. Vendor acknowledges the consequences of legal prosecution and will be responsible for any legal costs that may be incurred because of Vendor's breach of this Vendor Agreement.
11. **CONFLICTS OF INTEREST.** Vendor certifies that he or she is not a party to any agreements that in any way conflict with the provisions herein.
12. **NOTICES.** Any notice given in connection with the Vendor Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested, at the party's address stated at the top of this Vendor Agreement. Any party may change its notice address by giving notice of the change in accordance with paragraph 14.
13. **CHOICE OF LAW.** Any dispute under this Vendor Agreement or related to this Vendor Agreement shall be decided in accordance with the laws of the State of Florida.
14. **ENTIRE AGREEMENT.** This is the entire agreement between the parties and cannot be changed or modified orally. This Vendor Agreement may be supplemented, amended or revised only in writing that is acknowledged and signed by all parties involved hereunder.
15. **SEVERABILITY.** Any part of this Vendor Agreement is held to be unenforceable; the rest of this Vendor Agreement shall nevertheless remain in full force and effect.
16. ISI has made every effort to have the best interest of all vendors. If there are questions that have not been addressed or outlined in the documents presented with this Vendor Agreement, WEC and ISI reserve the right to amend the rules and regulations.
17. **FL STATUTES / Chapter 773.** Given the nature of the Iberian Horse Showcase and the proximity to which Vendor may be to horses while at IBERICON in Arena 5, IBERIAN SPECTACULAR INC. hereby highlights Chapter 773 of the FL Statutes: **WARNING** – 'Under Florida Law an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.'
18. **HOLD HARMLESS.** Vendor consents to hold IBERIAN HORSE SHOWCASE LLC, IBERIAN SPECTACULAR INC., NEW DAWN EQUESTRIAN L.L.C. individually and doing business as BAROQUE EQUESTRIAN GAMES & INSTITUTE, HAMPTON GREEN FARM and WORLD

EQUESTRIAN CENTER, their owners, licenses, employees, volunteers, agent, assigns, advisory board, volunteers, successors in interest, heirs, or spouses, officers, and directors harmless and free of liability for any damage, injury, or losses, personal or otherwise, and agrees not to sue any of the foregoing referenced entities on account of or in connection with any claims, causes of action, injury, damages, costs or expenses arising out of Vendor's involvement at IBERICON during the IBERIAN HORSE SHOWCASE.

19. **PHOTOGRAPHY RELEASE.** Vendor consents to hold harmless IBERIAN SPECTACULAR INC., NEW DAWN EQUESTRIAN L.L.C. individually and doing business as BAROQUE EQUESTRIAN GAMES & INSTITUTE, their licensees or agents, advisory board, volunteers, successors in interest, heirs, or spouses, officers, and directors using or assigning photographs, videos, audios, cable-casts, broadcasts, internet, film, news media, taken during the course of the Iberian Horse Showcase, for the promotional coverage or benefit of IBERIAN SPECTACULAR INC., NEW DAWN EQUESTRIAN L.L.C. individually and doing business as BAROQUE EQUESTRIAN GAMES & INSTITUTE. Vendor hereby expressly and irrevocably waives and releases any rights in connection with such use, including any claim to compensation, invasion of privacy, or to misappropriation.