



# Saratoga Springs Horse Show

## VENDOR SPACE AGREEMENT - 2016

Name:		Telephone #	
Company		Fax #	
Address			
Service or Product(s) provided			
Attending:	Week 1 <input type="checkbox"/> (May 4 – May 8)	Week 2 <input type="checkbox"/> (May 11 – May 15)	Week 3 <input type="checkbox"/> (May 18 – May 22)

**Due to changes in the rules governing the use of tents on the NYRA grounds, tents sizes will be limited to only those options given below. Anything larger would require an assessment by an independent consultant for safety considerations and make their cost prohibitive.**

*On the lines below, please indicate your desired need, then total the cost in the right-hand column.*

<b>Open Space with your own Tent:</b>			
<input type="checkbox"/>	12 ft x 12 ft (deep) open space for <b>ONE</b> week:	\$200	\$
<input type="checkbox"/>	12 ft x 12 ft (deep) open space for <b>TWO</b> weeks:	\$350	\$
<input type="checkbox"/>	12 ft x 12 ft (deep) open space for <b>THREE</b> weeks:	\$500	\$
<b>Tent Space:</b>			
<input type="checkbox"/>	12 ft x 12 ft Single tent w/sides for <b>ONE</b> week:	\$395	\$
<input type="checkbox"/>	12 ft x 12 ft Single tent w/sides for <b>TWO</b> weeks:	\$740	\$
<input type="checkbox"/>	12 ft x 12 ft Single tent w/sides for <b>THREE</b> weeks:	\$1085	\$
<b>Trailer Space:</b>			
<input type="checkbox"/>	Trailer space: 26' or smaller: <b>ONE</b> week	\$375	\$
<input type="checkbox"/>	Trailer space: 26' or smaller: <b>TWO</b> weeks:	\$675	\$
<input type="checkbox"/>	Trailer space: 26' or smaller: <b>THREE</b> weeks:	\$1025	\$
<input type="checkbox"/>	Trailer space: 27' – 45' trailer: <b>ONE</b> week -	\$525	\$
<input type="checkbox"/>	Trailer space: 27' – 45' trailer: <b>TWO</b> weeks:	\$950	\$
<input type="checkbox"/>	Trailer space: 27' – 45' trailer: <b>THREE</b> weeks:	\$1475	\$
<input type="checkbox"/>	Trailer space: 46' and over: <b>ONE</b> week price for 45' unit +\$12/ft over 45'		\$
<input type="checkbox"/>	Trailer space: 46' and over: <b>TWO</b> week price for 45' unit +\$12/ft over 45'		\$
<input type="checkbox"/>	Trailer space: 46' and over: <b>THREE</b> week price for 45' unit +\$12/ft over 45'		\$
<b>Other Services:</b>			
<input type="checkbox"/>	*Electric service per week (110 volt single phase, up to 20 amp) for ___ weeks @ \$25/wk		\$
<input type="checkbox"/>	*Electric service per week (220 volt single phase, up to 50 amp) for ___ weeks @ \$50/wk		\$
<input type="checkbox"/>	6' Table ___ or 8' Table ___ @ \$20 x # weeks ___ (# weeks – 1, 2 or 3) =		\$
<input type="checkbox"/>	Chairs @ \$4 x ___ (# wanted) x ___ (# weeks – 1, 2 or 3) =		\$
<input type="checkbox"/>	Other services ( _____ ) (Price To be Determined)		\$
*All Vendor's power must be grounded. Please bring grounded extension cords.			
(If additional Advertising or Sponsorship desired - please complete the Ad or Sponsor Request form)			Total Cost = \$

### VENDORS

1. All vendors **must** complete and **sign** the revocable license to use NYRA facilities (attached to this contract). If this is not received by the start of the show, you will be asked to leave forfeiting all rental fees.
2. Vendors **must** return this completed **Vendor Space Agreement** and the appropriate paperwork to reserve your space at the show. (refer to Vendor Contract on the back of this page for requirements)
3. Vendors **must** complete and **sign** the Commercial Vendor Contract on the back of this application.

# Commercial Vendor Contract

This agreement is entered into by and between the Saratoga Springs Horse Show (The Show), and \_\_\_\_\_, (The Vendor), for the duration as indicated on this application.

1. The Vendor will lease exhibit space from The Show for the express purpose of the retail of goods or services to the public. The Vendor will comply with all applicable laws and ordinances governing same. This includes, but is not limited to, the collection and payment to the proper governing authorities, of all applicable sales tax.
  - a. If you are required to collect sales tax, **you must furnish** the Horse Show committee with a copy of your NYS sales tax certificate with this application. If you are not required to collect sales tax, please initial and date the space below.
 

_____	_____
Initials	Date
2. The Show, in its sole discretion, will select and lease to The Vendor, its Assigned Space. The Show will attempt to honor requests for specific spaces based on the historical usage of space at The Show. **THERE ARE NO GUARENTEES THAT ANY VENDOR WILL HAVE A REQUEST FOR SPECIFIC SPACE HONORED.** When assigning spaces, the committee will take into consideration 1) the order in which the application was received; 2) the number of years the vendor has exhibited at this show; the length of time and size (space) requested.
3. The Show will provide the above referenced space and services, subject to all other terms and conditions contained herein, upon the receipt of an original, signed contract and a 50% deposit on or before March 15<sup>th</sup>, with the remaining balance received no later than April 15<sup>th</sup>. Failure to comply with terms of payment will render this Contract null and void. Checks are to be made payable to “Saratoga Springs Horse Show” and must be negotiable by the dates required for the receipt of payment as herein described. No refunds of deposits will be made unless written receipt requesting same is made by the Vendor and received by the show prior to April 15<sup>th</sup>.
4. The Vendor agrees to comply with all applicable local, state, and federal regulations, as well as any requirements promulgated by the Show and its management.
  - a. Vendors must provide their own means of hook up to utility services. No electrical cords, adaptors or connectors will be provided. All cords must have a 3-wire grounded plug. Each hookup will be subject to inspection. Any cost to meet specifications shall be borne by the vendor.
5. The Show is conducted in accordance with the rules and regulations of The United States Equestrian Federation. The actual management and conduct of the Show is governed by the Capital Fund of Saratoga County (CFSC), Inc. Corporate Officers. All disputes, matters of business and disagreements arising from the enforcement of this contract, shall be resolved by the CFSC, Inc Corporate Officers, in its sole discretion. The Show reserves the right to in any matter or disagreement, to return any fees paid by the Vendor and thereby discharge completely and irrevocably all its obligations under this contract.
6. The Vendor expressly releases and discharges and hold harmless The Show from any and all liabilities , losses, injuries or damages to either persons or properties that might be sustained on or about the premises or in connection with the Vendors exhibit space. The responsibility for the safety and security of the Vendors spaced and its contents, reside solely with the Vendor leasing the space.
  - a. Vendors must be insured for liability, fire, theft, loss and damages. The Saratoga Horse Show (Capital Fund of Saratoga County, Inc. must be named as “additional insured on the Vendor’s insurance policy. A certificate of insurance must be provided to the Saratoga Springs Horse Show along with this application or no later than April 15<sup>th</sup>.

Read and agreed to by:

Vendor	Date	Saratoga Springs Horse Show	Date
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Please return via fax – **518-490-6423**, or mail TO –

**Saratoga Springs Horse Show  
Capital Fund of Saratoga County, Inc.  
PO Box 1310  
Saratoga Springs, NY 12866**

Make checks payable to: **Saratoga Springs Horse Show.**

*{ For questions or assistance, we may be contacted at **518-490-1214** }*

# 2016 Saratoga Springs Horse Show

## IMPORTANT

**THIS FORM MUST BE COMPLETED AND SIGNED BEFORE ANY VENDOR COMES ONTO THE GROUNDS**

### **REVOCABLE LICENSE TO USE NYRA FACILITIES FOR THE 2016 SARATOGA SPRINGS HORSE SHOW AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

In consideration of receiving permission from licensor The New York Racing Association Inc. to enter upon, and use its stalls and other facilities at Saratoga Race Course, for purposes of appearing at the 2016 Saratoga Springs Horse Show, the undersigned Licensee agrees, on behalf of himself/herself and as the agent for each of the owners listed on this Revocable License Release and Waiver of Liability and Indemnification Agreement (hereinafter "Revocable License Agreement"), as follows:

- 1. Exclusive rights in The New York Racing Association Inc.:** (a) that The New York Racing Association Inc., its agents, trustees, officers and employees and servants (hereinafter collectively referred to as "NYRA ") reserves to itself the exclusive right and sole discretion to enter, modify, alter or change the physical condition or use of any of its facilities, wherever located on its Premises; (b) that the permission granted herein to the undersigned Licensee to use NYRA's facilities does not constitute a lease of such facilities and NYRA maintains the sole interest in and exclusive control of the Premises and said facilities; and (c) that NYRA reserves to itself the exclusive right and sole discretion to reduce the number of stalls assigned and/or change the location of stalls assigned to Licensee.
- 2. Revocation:** (a) that this License to enter onto the Premises and to use NYRA facilities is subject to revocation with or without cause and in the sole and exclusive discretion of NYRA.
- 3. To Indemnify and Hold Harmless** and defend NYRA and its directors, officers, employees, agents, contractors, and servants against, and to hold all of them harmless from and against, any liability, judgment, costs, suits, claims, or expenses (including reasonable attorneys' fees) losses, injuries, or damages caused by Licensee, or which result as a consequence of a breach of this License Agreement by Licensee, or any condition created, caused, or permitted by Licensee, its agents, sponsors, vendors, subcontractors, servants, employees, or invitees. as a result of or arising out of directly or indirectly: any action or conduct of any of the horses listed on this Revocable License Agreement. Licensee agrees to use its best efforts to prevent damage to NYRA's premises and property, and will indemnify, reimburse and make NYRA whole, and all other parties lawfully upon or in possession of said Premises or property, for injuries to persons or animals, death, or property damage suffered or incurred as a result of Licensee's operations or as a result of Licensee's breach of this Agreement.
- 4. To Release, Waive Against and Discharge NYRA,** to the fullest extent permitted under the laws of the State of New York from any claims, losses, obligations, costs and expenses arising from or due to personal injuries or property damages of any kind or description to the person, property, or horses of the Undersigned or the owners listed herein while the Undersigned's and/or the Owners' horses are on the Premises. The undersigned Licensee agrees that all risks of loss, injury, damage or destruction to persons or property, such property including but not limited to the horses listed in this Revocable License Agreement or brought onto the Premises by or at the direction of the undersigned Licensee, his agents or employees or servants, whether or not listed in this Revocable License Agreement, arising from, due to, caused by, resulting from or in any way, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, whether or not caused by or contributed to by or related to any fault or negligence of NYRA, or the condition of the Premises, are assumed in full by the undersigned Licensee, except as to acts or conditions caused by the intentional, willful, gross or reckless conduct of NYRA.
- 5. Scope of Revocable License Agreement:** That the indemnification, hold harmless, release and waiver and discharge provisions of this Revocable License Agreement are intended to be as broad and inclusive as permitted by the laws of the State of New York and any interpretation or construction of those terms and conditions shall be governed by the laws of the State of New York.
- 6. Insurance:** That the provisions of paragraphs 3, 4 and 5 hereof shall not be deemed waived or affected in any way by the fact that NYRA does or does not presently, or may or may not in the future, carry insurance coverage against claims or losses caused by or resulting from damage or injury to property, persons and/or horses while using the stables, roads, or any other facilities or while on the Premises owned, operated or controlled by NYRA.

On behalf of myself as owner, or on behalf of myself and as authorized agent on behalf of the owners listed hereto, each of whom I have provided with a copy of this revocable license agreement, I hereby certify that I have read and understand and agree to the foregoing terms and conditions and that I have voluntarily signed this Revocable License Agreement and that no oral representations, statements or inducements apart from this Revocable License Agreement have been made. I further certify that the information set forth on this Revocable License Agreement is true.

I understand and acknowledge that this Revocable License to use NYRA facilities and release and waiver of liability and indemnification agreement between NYRA and myself as owner, or on behalf of myself and as authorized agent on behalf of the owners listed hereto. The undersigned hereby represents and warrants that he/she is duly authorized and empowered to enter into this Revocable License Agreement, for himself/herself as owner and/or for himself/herself as agent and on behalf of the owners listed on this agreement.

I agree to indemnify and save harmless the Saratoga Springs Horse Show, The Corporation of Yaddo, their directors, officers, members, employees, and agents thereof from and against any and all loss, costs, or expenses or any claim thereof, of whatever nature arising or to arise, for and on account, or by reason of the entry or entries hereby made. I further agree that if any damage shall be occasioned or loss occur by fire or otherwise to the horses exhibited, or to any vehicle or article that I may send with such horses that I will make no claim therefore; and I further agree to hold Saratoga Springs Horse Show harmless by me or the negligence of the persons in charge of such horses, and to repay this show, on demand, all damages it may sustain by reason of any claim or demand as aforesaid.

**Print Name:** \_\_\_\_\_ - **Signature X** \_\_\_\_\_

**Capacity or Status: Owner:**  **Trainer:**  **Vendor:**  **Other:**  \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephones (including Area Code) Home / Mobil:** \_\_\_\_\_ ; **Office:** \_\_\_\_\_