

**Mojave River Valley Horsemen's Association** 

P.O. Box 171 | Apple Valley, CA 92307

## **VENDOR APPLICATION/AGREEMENT**

Business Name	Business Phone:
Authorized Contact Person	
Address	
City/State/Zip	
Business Phone Number:	
Email:	
Product/Service Description to be displayed or offered:	
☐ Spring Fling: March ☐ Hot August Night: August	ng show(s): Please check the dates you will be at our events. 16, 2025
Check enclosed in the amount of	made payable to Mojave River Valley Horsemen's Association
I (We) have read all attached terms and cond hereby agree to fully comply with and abide I	itions and rules relating to this Vendor Application/Agreement and do by such.
Vendor Authorized Signature	

Date\_\_\_\_\_

SUBMIT COMPLETED FORMS TO: MRVHA PO Box 171 Apple Valley, CA

Vice President: Bridget Vermette 442-243-1829 bhannawacker@msn.com Board Member: Kaydee Eakins 951-233-2477 kdluvs3@yahoo.com



**1.** The MRVHA 2025 Show Season is sponsored by the Mojave River Valley Horsemen's Association, who reserves the right to refuse any vendor not in the best interest of the association, shall have full power to interpret the terms and conditions/rules and regulations set forth below, and have final decision on all other matters not covered by this contract. Amendments to such may be made at any time by the Mojave River Valley Horsemen's Association in the form of written notice.

2. Responsibilities. The Vendor is responsible for the following during the Event:

- a. Supplying any electricity/power as needed for his/her vendor booth.
- b. Supplying any water as needed for his/her vendor booth.
- c. Supplying any Wi-Fi services as needed for his/her vendor booth
- d. Liaising and negotiating with the Event Manager for any vendor's logistics needs.
- e. Obtaining his/her own permits as need arises for business practices.

3. Indemnification. The Vendor assumes sole responsibility and hereby agrees to protect, indemnify, defend and hold harmless the Mojave River Valley Horsemen's Association, Horsemen's Center Park, Town of Apple Valley, and its employees and agents from any and all claims, including claims or causes of action arising from the sole negligence of said indemnities, arising out of, or in connection with Vendor's occupancy and use of the Show premises, or any action or inaction of any nature in connection with or related to the Show, including but not limited to loss, theft, damage, destruction, or delay in delivery of goods, display material and other effects; any injury to Vendor, Vendor's employees, agents, representatives or guests while on the Show premises; and any damage to Vendor's business by reason of failure to provide space for the exhibit or removal of exhibit or failure to hold the Show as scheduled. Vendor acknowledges that the Mojave River Valley Horsemen's Association do not maintain insurance covering Vendor's property and that Vendor has the sole responsibility to obtain business interruption and property damage and theft insurance covering such losses by Vendor. Vendor agrees to indemnify and hold forever harmless the Mojave River Valley Horsemen's Association from any and all damages, loss, liability, claim or expenses (including legal fees) based upon, arising out of, or in connection with the violations of any law or ordinance by the Vendor, its employees, agents, representatives, guests or other holding under the Vendor; or if failure by Vendor or any such persons to comply with all applicable terms and conditions contained in these rules or in the agreement between The Town of Apple Valley and Horsemen's Center and Mojave River Valley Horsemen's Association regarding the Show premises or a part thereof.

If the indemnities are sued in a court of law, Vendor agrees to defend the indemnities at Vendor's expense, and if judgment be taken against indemnities, to pay said judgment and obtain written release in form acceptable to the indemnities.

**3. Assignment of Space.** First come, first serve priority will be given applicants according to the time their written request is received by the Mojave River Valley Horsemen's Association, availability of requested area, the amount of space requested and the special needs and compatibility of Vendor. In the event of conditions beyond its control, the Mojave River Valley Horsemen's Association reserves the right to rearrange the floor plan and relocate any exhibit.

**4. Payment.** Payment in full must accompany this application. VENDOR MAY NOT OCCUPY ASSIGNED SPACE(S) UNTIL ALL FEES ARE PAID IN FULL.

5. Refunds for Cancellations. NO REFUNDS WILL BE MADE FOR CANCELLATIONS.



**6. Subletting of Space.** Vendor shall not assign or sublet any space allocated to Vendor and may not advertise or display goods other than those manufactured or sold by Vendor in the regular course of Vendor's business. The space assigned to the Vendor is for Vendor's exclusive use only.

**7. Restricted Use of Logo.** Mojave River Valley Horsemen's Association has sole and exclusive right to produce or sell products bearing its logo(s), and only its designated licensees may distribute such products at the Mojave River Valley Horsemen's Association's horse shows.

No Vendor may sell or give away any product bearing the Mojave River Valley Horsemen's Association logo or design that is deceptively similar, during the Mojave River Valley Horsemen's Association horse show. No Vendor may sell or give away any product bearing the following, but not limited to, words, letters, or combination thereof, or deceptively similar to Mojave River Valley Horsemen's Association, MRVHA, or Mojave River Valley Horsemen's.

8. Security. Mojave River Valley Horsemen's Association will not be responsible for any loss.

**9.** Booth Set Up. <u>Vendors may set up their appropriate booth(s) starting at 7:00 a.m</u>. Vendors may check in at the show office for confirmation of booth location if needed. Any space not occupied will be considered a cancellation and NO REFUND to be given.

**10. Booth Dismantling and Removal.** <u>Vendors may start to dismantle booths at the conclusion of the show</u>. If, due to an emergency, the vendor needs to leave sooner, please notify show manager that you will be leaving.

**11. Care and Safety.** Booth space should be maintained and cleaned by the Vendor. Customer and Vendor safety should be foremost at all times.

**12. Taxes.** All sales tax, income taxes, FICA or other withholding taxes arising out of or in connection with Vendor's use of the Vendor's Booth are the sole responsibility of the Vendor.