



DESERT INTERNATIONAL HORSE PARK 2022-2023 VENDOR APPLICATION PACKET

APPLICATION AND PAYMENT INSTRUCTIONS

This Vendor Application Packet includes a Vendor Agreement (and its Terms and Conditions) as well as a Credit Card Authorization Form. In order for your application to be reviewed, please ensure you have completed the following items:

- Complete all information and return a signed Vendor Agreement at least 2 weeks prior to the start of your first week as a vendor, including your contact information, dates and space requirements
- Include appropriate payment with your application
- Provide the required certificate of insurance information that is valid at least 30 days after your last day as a vendor at DIHP. For your convenience, the insurance requirements are as follows:
 - (i) a current certificate of insurance evidencing a policy of \$1,000,000 per occurrence, \$2,000,000 aggregate in Combined Single Limit Bodily Injury and Property Damage insurance, including products/completed operations naming Coachella Horse Park LLC, a Delaware limited liability company, doing business as Desert International Horse Park, as Specifically Designated Additional Insured; and
 - (ii) certificate of insurance for Workers' Compensation and Employment Liability in the amount of no less than \$100,000 per occurrence
- Complete and return the Credit Card Authorization Form attached as Annex B to the Vendor Agreement regardless of the form of payment used for your space rental

Applications and payment information should be sent to:

If in person:

Coachella Horse Park LLC
DBA Desert International Horse Park
85555 Airport Boulevard
Thermal, CA 92274

If by mail:

Coachella Horse Park
PO Box 5700
La Quinta, CA 92248

If by email:

info@DesertHorsePark.com

2022 – 2023 VENDOR AGREEMENT

This 2022-2023 VENDOR AGREEMENT (as may be amended, modified, supplemented and/or restated from time to time in accordance with its terms, this “**Agreement**”), dated as of the date countersigned by DIHP below, is by and between the undersigned vendor (“**Vendor**”, “**you**” or “**your**”), and Coachella Horse Park LLC, a Delaware limited liability company, doing business as Desert International Horse Park (“**DIHP**” or “**our**”). Vendor and DIHP may be referred to together herein as the “**Parties**” and individually herein as a “**Party**”. The Terms and Conditions attached hereto as [Annex A](#) (the “**Terms and Conditions**”) are incorporated herein and are made a part hereof.

Vendor Name: _____

Owner/Representative: _____

Address: _____

Phone: _____

Email Address: _____

Description of Business: _____

Horse Show Dates: Please check applicable weeks (minimum of two consecutive weeks)

NATIONAL SUNSHINE SERIES

- National Sunshine Series I - November 2 - 6, 2022
- National Sunshine Series II - November 9 - 13, 2022

DESERT HOLIDAY

- Desert Holiday I - November 30 - December 4, 2022
- Desert Holiday II - December 7 - 11, 2022
- Desert Holiday III - December 14 - 18, 2022

DESERT CIRCUIT

- Desert Circuit I - January 4 - 8, 2023
- Desert Circuit II - January 11 - 15, 2023
- Desert Circuit III - January 18 - 22, 2023
- Desert Circuit IV - February 1 - 5, 2023
- Desert Circuit IV - February 1 - 5, 2023
- Desert Circuit V - February 8 - 12, 2023
- Desert Circuit VI - Feb 15 - 19, 2023
- Desert Circuit VII - March 1 - 5, 2023
- Desert Circuit VIII - March 8 - 12, 2023
- Desert Circuit IX - March 15 - 19, 2023

For Desert Dressage inquiries please contact us via e-mail at info@DesertHorsePark.com.

VENDOR SPACE FOR SELECTED HORSE SHOWS

Please check the box below to select your vendor space (“Vendor Space”) for the weeks selected above. Please check all applicable space requirements.

- 10’ X 10’ Regular Vendor Space:** \$750/week x _____ weeks = \$ _____

A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 10’ x 10’.

- **20' X 20' Regular Vendor Space:** \$1,000/week x _____ weeks = \$ _____
A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 20' x 20'.
- **20' X 40' Expanded Regular Vendor Space:** \$1,100/week x _____ weeks = \$ _____
A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 20' x 40'.
- **20' X 45' Tack Store Vendor Space:** \$1,500/week x _____ weeks = \$ _____
Space allowed up to 20' x 45'.
- **20' X 60' Expanded Tack Store Vendor Space:** \$1,750/week x _____ weeks = \$ _____
Space allowed up to 20' x 60'. Please contact office to make arrangements.

Each Vendor Space includes 20 amp/110 volt basic electrical service. If you require additional electrical service, please contact us via e-mail at info@DesertHorsePark.com to make arrangements.

SEASON PASS VENDOR SPACE *

- **10' X 10' Regular Vendor Space:** \$10,500
A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 10' x 10'.
- **20' X 20' Regular Vendor Space:** \$14,000
A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 20' x 20'.
- **20' X 40' Expanded Regular Vendor Space:** \$15,400
A regular Vendor Space is for any type of vendor that is not a Tack Store. Space allowed up to 20' x 40'.
- **20' X 45' Tack Store Vendor Space:** \$21,000
Space allowed up to 20' x 45'.
- **20' X 60' Expanded Tack Store Vendor Space:** \$24,500
Space allowed up to 20' x 60'. Please contact office to make arrangements.

*All Vendor Season Pass Spaces will include the National Sunshine Series, Desert Holiday and Desert Circuit. It also includes Desert Dressage and off weeks at no additional charge.

DISPLAY SETUP

Please indicate below whether you will showcase your products and/or services by having a trailer located in your Vendor Space, a pop-up tent in your Vendor Space, or some other display setup in your Vendor Space.

- **Trailer:** Dimensions for your trailer: _____
- **Pop-up Tent:** Dimensions for your pup-up tent: _____
- **Other:** Please describe your display setup and contact us via e-mail at info@DesertHorsePark.com to make appropriate arrangements.

PAYMENT

In the event you are purchasing a season pass for a Vendor Space, a non-refundable deposit in an amount equal to two weeks of the total cost of such season pass full shall be due upon your execution and delivery of this Agreement to DIHP and the balance shall be due in full no later than October 1st.

In the event you are purchasing a Vendor Space for only certain horse shows or weeks and not a season pass, a non-refundable deposit in an amount equal to two weeks of the total cost of such Vendor Space full shall be due upon your execution and delivery of this Agreement to DIHP. The balance for your Vendor Space shall be due in full at least two weeks prior to the start of your first show week.

All payments for your Vendor Space shall be made either by (i) Vendor delivering a check, in person (Desert International Horse Park, 85555 Airport Boulevard, Thermal, CA 92274) or by mail (Desert International Horse Park, PO Box 5700, La Quinta, CA 92248), made payable to Coachella Horse Park LLC, or (ii) Vendor completing and executing DIHP’s credit card authorization form, which is attached hereto as [Annex B](#) (the “**Credit Card Form**”). Please note that, whether paying by check or by credit card, you must complete the Credit Card Form as DIHP maintains a valid credit card on file until 30 days following the end of the last horse show for which you rented a Vendor Space in the event of any payment issues or as otherwise provided in this Agreement. **Please note, all fees paid with a credit card will be subject to a 3% surcharge.**

In the event you breach this Agreement, you shall not be entitled to any refund whatsoever.

This Agreement, together with the Terms and Conditions attached hereto as [Annex A](#), constitutes the entire agreement and understanding between you and DIHP with respect to the subject matter hereof, and supersedes all prior agreements or arrangements (written and oral) and any prior representation, statement, condition or warranty between the Parties relating to the subject matter hereof. This Agreement may be signed in counterpart copies, all of which taken together shall constitute one document. Counterparts may be executed and delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement effective as of the date written below the signature block of DIHP below.

“Vendor”

(print name of legal name of entity)

By: _____

Name: _____

Title: _____

Date: _____

Accepted and Agreed to:

COACHELLA HORSE PARK LLC

By: _____

Name: _____

Title: _____

Date: _____

**Annex A
to 2022-
2023
Vendor
Contract**

TERMS AND CONDITIONS

1. **Relationship of Parties.** The Parties shall at all times be independent contractors with respect to each other, and this Agreement shall not constitute either as the agent, partner, or legal representative of the other for any purpose whatsoever. Vendor shall be responsible for the collection, reporting and payment of all sales tax related to products it sells at the horse show.

2. **Vendor Requirements and Agreements.** Vendor agrees as follows:
 - a. DIHP shall designate the location of Vendor's Vendor Space in its sole discretion (which may be different for each horse show or week) and shall provide Vendor with its Vendor Space location prior to the start of the applicable horse show and/or week (the "Vendor Location"). DIHP reserves the right to change the Vendor Location at any time and for any reason whatsoever. Vendor shall only be permitted to sell its products or services at the Vendor Location and at no other location at the Desert International Horse Park. Vendor acknowledges and agrees that vendors who participate in more horse shows and/or weeks may be given more accessible and prime vendor locations.
 - b. Vendor must be fully staffed, open, and operational during each day of the horse show between the hours of 8:00 am and 6:00 pm regardless of weather conditions. Vendor must remove all of its materials and garbage from the Vendor Location each day. Vendor is responsible for leaving the Vendor Location as originally delivered by DIHP to Vendor. Failure to do so will result in, at the sole discretion of DIHP, charges to repair or correct any damage or alteration.
 - c. Vendor shall maintain any permits or licenses it requires, if any, to operate the Vendor Space. Vendor shall also comply with any and all other applicable federal, state, and local laws, statutes, and ordinances, including, without limitation, all health and fire codes, permits, and restrictions, all COVID-19 protocols and restrictions, and all environmental laws and regulations.
 - d. Any signs, advertising, or other postings at the Vendor Location must be approved by DIHP in writing prior to the start of each horse show. Vendor shall not display at its Vendor Location or otherwise any product or advertising that displays and/or promotes drugs, drug paraphernalia, illegal activities, or any political affiliations or social issues or causes. Vendor shall be permitted to showcase and sample alcoholic beverages; provided that, it provides DIHP with a copy of all required licenses in advance. Vendor shall not play any amplified music from its Vendor Location without the prior written consent of DIHP, which consent may be granted or withheld in DIHP's sole discretion. Vendor shall be immediately expelled from the Desert International Horse Park if it breaches this Section 2.d.
 - e. Other than each Vendor Space including 20 amp/110 volt basic electrical service, Vendor acknowledges and agrees that DIHP shall not be responsible for providing Vendor with any utilities needed for Vendor to operate its Vendor Space, if any. Vendor must provide all of its own equipment. Vendor shall be responsible for adequately anchoring all equipment to withstand the elements of weather.
 - f. Vendor is responsible for the safety and security of its own property and equipment at all times. There will be limited security at the horse shows. No security personnel will be assigned specifically to any particular location at the Desert International Horse Park. DIHP shall not be held responsible for loss, theft, or damage to any property.

- g. Vendor shall abide by all policies of DIHP. Vendor shall be immediately expelled from the Desert International Horse Park if it breaches this Section 2.g.
- h. For each horse show at which Vendor has a Vendor Space, Vendor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to DIHP, with policy limits sufficient to protect and indemnify DIHP and its affiliates, and each of their members, shareholders, partners, managers, officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Vendor's conduct, acts, or omissions or the conduct, acts, or omissions of Vendor's employees, subcontractors, servants, or agents. DIHP shall be listed as additional insured under such policy, and Vendor shall forward a certificate of insurance verifying such insurance at least five days prior to the start of their first contract week, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-day notification period and that DIHP will be immediately notified in writing of any such notice of termination.

On the date that Vendor submits its executed version of this Agreement, Vendor shall provide an insurance certificate with the following: (i) a current certificate of insurance evidencing a policy of \$1,000,000 per occurrence, \$2,000,000 aggregate in Combined Single Limit Bodily Injury and Property Damage insurance, including products/completed operations naming Coachella Horse Park LLC, a Delaware limited liability company, doing business as Desert International Horse Park, as Specifically Designated Additional Insured, and (ii) certificate of insurance for Workers' Compensation and Employment Liability in the amount of no less than \$100,000 per occurrence.

- 3. **Liability Waivers; Photo Identification.** Vendor acknowledges and understands that all visitors to the Desert International Horse Park, including Vendor's employees and individuals entering the Desert International Horse Park to visit Vendor's Vendor Space, are required to (a) obtain credentials through DIHP (including obtaining a DIHP photo ID), and (b) sign DIHP's standard forms of liability waivers. Vendor shall be immediately expelled from the Desert International Horse Park if it breaches this Section 3.
- 4. **Termination.** DIHP shall have the right to terminate this Agreement at any time and for any reason whatsoever.
- 5. **Indemnification.** Vendor shall defend, indemnify, and hold harmless DIHP and its affiliates and each of their respective members, shareholders, partners, managers, officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from (a) Vendor's breach of any representation, warranty, covenant, or obligation under this Agreement, (b) Vendor's employees or subcontractors accessing the Desert International Horse Park, (c) bodily injury, death of any person, or damage to real or tangible, personal property resulting from Vendor's or any of Vendor's employees or subcontractors acts or omissions, or (d) any claims by any employee or subcontractor of Vendor. DIHP shall not be liable under or in connection with this Agreement, for any indirect, consequential, incidental, special, punitive or exemplary damages, any lost revenue, sales, profits, opportunity or goodwill, regardless of the basis of the claim. In no event shall DIHP's aggregate liability under or in connection with this Agreement exceed the aggregate amount paid to DIHP by Vendor under this Agreement.
- 6. **Non-Transferrable; No Subletting.** Without the prior written consent of DIHP, which consent may be granted or withheld in its sole discretion, (a) Vendor may not assign or transfer Vendor's Vendor Space, this Agreement or any of Vendor's rights and obligations hereunder, and (b) Vendor may not sublet its Vendor Space to any person. Vendor shall be immediately expelled from the Desert International Horse Park if it breaches this Section 6.
- 7. **Modification; Waiver.** No amendment, modification, or change may be made in this Agreement except by a writing signed by each Party. None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either Party, except by an instrument in writing signed by a duly authorized officer or representative of such Party. Further, the waiver by either Party of any right or

the failure to enforce at any time any of the provisions of this Agreement, or any related rights, shall not be deemed to be a waiver of any other rights or any breach or failure of performance of the other Party.

8. **Severability.** If any provision of this Agreement is construed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement, which shall be given full effect, without regard to the invalid or unenforceable portions.
9. **Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the Laws of the State of California, without regard to conflict of laws principles thereof (except any law of that state that would render such choice of law ineffective). The Parties agree that the exclusive place of jurisdiction for any action, suit or proceeding relating to this Agreement shall be in the Federal courts or state courts in Los Angeles County, California, and each such Party hereby irrevocably and unconditionally agrees to submit to the jurisdiction of such courts for purposes of any such action, suit or proceeding. Each Party irrevocably waives any objection it may have to the venue of any action, suit or proceeding brought in such courts or to the convenience of the forum. Final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any party therein described.
10. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (c) IT MAKES SUCH WAIVER VOLUNTARILY, AND (d) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.
11. **Force Majeure.** DIHP shall not be liable or responsible to Vendor, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond DIHP's reasonable control, including, without limitation: (a) acts of God, (b) flood, fire, earthquake, or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (d) government order or law, including executive orders, (e) actions, embargoes, or blockades in effect on or after the date of this Agreement, (f) action by any Governmental Authority, (g) national or regional emergency, (h) epidemic, pandemic, viral or communicable disease outbreak (including COVID-19 (coronavirus)), whether human or animal, (i) quarantines, (j) strikes, labor stoppages or slowdowns, or other industrial disturbances, (k) shortage of adequate power or transportation facilities, (l) lack of or inability to obtain fuel, power, components, or materials, (m) disruption of supply chains, or (n) other similar causes beyond DIHP's control (each, a "Force Majeure Event"). DIHP shall provide notice within ten days of the Force Majeure Event to Vendor. A Force Majeure Event shall not entitle Vendor to terminate this Agreement, to any refund of all or any portion of the amounts paid by Vendor under this Agreement, or to any damages under this Agreement.

**Annex B
to
2022-2023 Vendor Contract**

- See attached.

CREDIT CARD AUTHORIZATION

The undersigned hereby expressly authorizes Coachella Horse Park LLC, a Delaware limited liability company, doing business as Desert International Horse Park (“**DIHP**”), to charge the credit card below, for the amount set forth below which is due and payable under that certain 2022-2023 Vendor Agreement (the “**Vendor Agreement**”), by and between DIHP and you or an entity you are an agent for or having authority for. The undersigned also hereby expressly authorizes DIHP to charge said credit card for (i) any payments that were declined for payments attempted to be made by you or an entity you are an agent for or having authority for, (ii) amounts to which DIHP is entitled indemnification for under the Vendor Agreement, or (iii) any other amounts DIHP is permitted to charge for under the Vendor Agreement. If you dispute any charges to the credit card, you will promptly notify DIHP prior to notifying the credit card company. In any event, all credit card surcharges and interest remain solely your responsibility. In no event do DIHP’s charges to the credit card act as a waiver any of DIHP’s rights, or to discharge any of your obligations under the Vendor Agreement.

Card Holder Information:

Name on credit card: _____

Card holder

billing address: _____

Telephone: _____

Credit Card Information:

Type of credit card (please circle one): VISA MasterCard American Express

Credit card number: _____

Credit card expiration date: _____ Credit card CVV: _____

(signature)

(print name)

(date)

*** All credit card transactions are subject to a 3% surcharge.**