



# Vendor Terms & Conditions 2024/2025

**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, prime vendor locations.

b) Vendor will remove all garbage from the Vendor Location each day.

c) 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.

d) 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, restrictions, and all environmental laws and regulations.

e) 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.

f) Vendor shall be permitted to showcase and sample alcoholic beverages; provided that, it provides DIHP with a copy of all required licenses in advance.

g) 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.g.

h) 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 or equipment needed for Vendor to operate its Vendor Space.

i) Vendor shall be responsible for adequately anchoring all equipment to withstand the elements of weather.

j) 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.

k) 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.k.



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## 2 Vendor Requirements and Agreements (continued)

l) 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 (5) 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.

m) Vendor trailers and setups must be approved by DIHP in advance. Trailers and setups visible to a competition ring must be appropriately branded. Trailer tongues and wheel wells must be covered. Vendor space must be maintained at all times (refuse/recycling removed, no tears or stains of tent materials, etc.).

n) DIHP reserves the right at any time to alter or remove exhibits, or any part thereof, including printed materials, products, signs, lights, or sound, and to expel Vendors and/or their personnel if, in DIHP's opinion, their conduct or presentation is objectionable to DIHP or other show participants.

**3 Photo Credentials & Liability Waivers.** Vendor acknowledges and understands that all visitors to DIHP, including Vendor's employees and individuals entering DIHP to visit Vendor's Vendor Space, are required to obtain credentials through DIHP (including obtaining a DIHP photo ID), and may be asked to sign 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.



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**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/Subletting.** Without the prior written consent of DIHP, which consent may be granted or withheld in its sole discretion: i) Vendor may not assign or transfer Vendor's Vendor Space, this Agreement or any of Vendor's rights and obligations hereunder; ii) 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 and 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



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## **9 Governing Law and Choice of Forum (continued)**

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.** 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 (10) 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.