

SHOPPING FAIR & FESTIVAL AGREEMENT

2021 SHOPPING FAIR HOURS

VENDOR SET-UP: Wednesday 8:00am - 6:00pm • Thursday - Saturday 10:00am - 6:00pm
Sunday Open 10:00am - Begin tear down at end of competition

THIS AGREEMENT is by and between MONTANA EQUESTRIAN EVENTS, INC., a Montana 501(c)(3) non-profit corporation ("Management"), and, _____ ("Exhibitor") at the cost of: \$ _____ as a payment to hold an exhibitor space at the 2021 Shopping Fair.

The parties agree as follows:

Management, for and in consideration of the agreements on the part of the Exhibitor as provided below, hereby grants to the Exhibitor the right to use the _____ space at the Shopping Fair area, situated at Rebecca Farm, 1010 W Springcreek Road, Kalispell, MT, during The Event at Rebecca Farm to be held July 21-25, 2021 (the "Event"), on the following terms and conditions:

1 - The use of Exhibitor's space and all activities of Exhibitor at Rebecca Farm shall be subject to the Rules and Regulations which have been provided to Exhibitor with this Agreement, and all further rules and regulations hereafter adopted for the conduct of the Shopping Fair or the Event, copies of which will be provided to Exhibitor at or before the Event. All such rules and regulations are made a part of the Agreement. Exhibitor and all of Exhibitor's agents, employees, assistants or other parties related to Exhibitor shall strictly conform to all such rules and regulations. Exhibitor shall use the assigned space only for display of Exhibitor's art, product or other materials and for related purposes permitted under such rules and regulations.

2 - Management will issue to the Exhibitor one Exhibitor parking/access pass. This pass entitles the Exhibitor to enter the Shopping Fair area with his/her car in order to unload and set-up, and to park in the vendor's parking area reserved to Exhibitors only. The pass must be displayed visibly in the Exhibitor's vehicle for security personnel to see at all times.

3 - Exhibitor agrees to inspect the assigned space prior to setting up Exhibitor's exhibit. By electing to set up the exhibit, Exhibitor accepts the space in its then-current condition, "as is", and waives any claims that may arise from the condition of the space. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Montana Equestrian Events, Inc. and Rebecca Farm and their respective agents, employees, owners, and related parties harmless from and against any claims, liabilities or expenses arising out of the activities of Exhibitor or Exhibitor's agents, employees, assistants or other parties related to Exhibitor, or arising out of the use of the space assigned to Exhibitor. Exhibitor understands that neither Montana Equestrian Events, Inc. nor Rebecca Farm maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

4 - EXHIBITOR MAY NOT SET UP ANY OF EXHIBITOR'S EQUIPMENT OR DISPLAYS, AND NO PARKING/ACCESS PASS WILL BE ISSUED UNTIL THIS AGREEMENT IS SIGNED AND RETURNED. The deadline is May 31, 2021 for reservation of a space at the Shopping Fair. Agreements received and accepted after May 31, 2021 will cost an additional \$50.00 late fee. Final Deadline to be determined by space availability. Last minute entry will not be possible.

5 - Exhibitor will be allowed in the Shopping Fair area to start setting up on Wednesday, July 21st. All set-up must be completed on Wednesday, July 21st by 6:00 pm so that the Exhibitor is 100 percent ready for the following Thursday morning. Exhibitor must occupy space during Shopping Fair hours. Shopping Fair may run later specifically on Saturday depending on ride schedule. Tear down time is Sunday, July 25th, from end of competition, usually around 3:00 pm to 7:00 pm. Exhibitor agrees not to remove Exhibitor's display prematurely without the prior consent of Management. All tear-down must be completed on Sunday, and Exhibitor shall vacate the space by 7:00 pm on Sunday. Exhibitor agrees to respect the set-up and tear-down times. Exhibitor shall clean up Exhibitor's space, place all trash, litter and garbage in approved receptacles, and leave the space in as good condition as at the beginning of the Event, ordinary wear and tear excepted.

6 - Camping is allowed only in the designated area. Check with Rebecca Farm office upon arrival. First come - first serve basis. No hook-ups available.

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7 - Exhibitor names: _____
as its duly authorized representative(s) in charge of this exhibit. If more than one person is named above, Management may deal with any one of the persons named, without the necessity of getting the consent of all such persons.

8 - Management may, but is not obligated to provide security for the Shopping Fair. In either case, Exhibitor is responsible for its own equipment, exhibit material, and other property. Each Exhibitor must obtain his/her own casualty insurance against robbery, fire, accidental damage, vandalism and other loss that may occur, in such amounts as the Exhibitor may desire. In addition, Exhibitor must obtain and have in full force and effect a policy of liability insurance covering Exhibitor's activities with coverage of at least \$1,000,000 per occurrence for bodily injury and property damage. Exhibitor shall name Louisiana Land & Livestock Company as additional insured and provide the proper certificate to Management.

9 - This Agreement does not require Management to hold the Event or the Shopping Fair at the Event. If, for any reason, the Event is not held as proposed, or if the Event is held, but the Shopping Fair is not held as proposed, Management will not be liable in any manner to Exhibitor, and Management is hereby released for all claims, liabilities, costs and damages which may be incurred by Exhibitor and volunteers and employees. Management will only refund monies paid by Exhibitor for space reserved per signed and accepted Shopping Fair Agreement.

10 - REFUNDS. Management will only refund monies paid by Exhibitor for space reserved per signed and accepted Shopping Fair Agreement up to June 30, 2021. No refunds will be given after June 30, 2021.

11 - This Agreement shall be binding upon the parties and their respective executors, administrators, successors and assigns.

12 - If either party retains the service of an attorney to enforce any term, condition or covenant of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and its costs and disbursements.

13 - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. No modification to this Agreement shall be effective unless signed by both parties to this Agreement. This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Montana. In the event of a dispute under this Agreement, the parties agree to the jurisdiction of the courts of the State of Montana and agree that venue shall be in Flathead County, Montana.

14 - This agreement may be signed in counterparts, and electronic, electronically transmitted, faxed or scanned signatures shall be as effective as original signatures.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective on the date last signed, as shown below.

Exhibitor: _____ By: _____
Signature

Print name: _____ Date signed: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____ E-mail: _____

**THANK YOU FOR YOUR
PARTICIPATION IN THE EVENT!**

Please sign and attach this agreement to our Vendor Application Form and submit with payment on or before May 31, 2021.

FOR MEE OFFICE USE ONLY

MONTANA EQUESTRIAN EVENTS, INC.,
Organizer of The Event at Rebecca Farm:

By: _____
Signature Authorized Representative

Date signed: _____

Montana Equestrian Events, Inc. (MEE)
Attn: Alison Heppner
P.O. Box 595
Whitefish, MT 59937

Montana Equestrian Events, Inc. will mail a final copy of this agreement to you with your 2021 Exhibitors Package by the first week of July.