

Progressive Show Jumping, Inc. DBA: Aiken Music Fest
147 Warehouse Rd, Aiken, SC 29801
803-649-3505 ~ highfields87@gmail.com
Vendor Licensing Agreement

THIS VENDOR LICENSING AGREEMENT (“Agreement”) made this _____ day of _____, 20____, by and between Progressive Show Jumping, Inc. (“Licensor”), and

VENDOR: _____ (“Licensee”)

CONTACT NAME: _____

DESCRIPTION OF PRODUCT(S): _____

Note: Only those products listed above, or subsequently approved in writing by Licensor, will be permitted to be displayed.

EXHIBIT LOCATION: One (1) exhibit space (“**Exhibit Area**”) located in an area to be determined by Licensor on the grounds of the Horse Show (“**Property**”).

ADDRESS: _____

PHONE: _____ CELL PHONE: _____ EMAIL: _____

TERM: (date of show & location): _____

The “**Expiration Date**” shall be 21 days prior to the event date. Please see the DEFAULT paragraph for termination requirements.

VENDOR FEE: In exchange for a temporary non-exclusive license to display and sell products as described above, Licensee agrees to pay Licensor the total of:

Vendor agreement is by the event. There are no individual days available per event.

\$50.00 per event

*****In order to better serve your needs, please provide us with the following information. *****

What are the dimensions of your vendor unit? _____

Is it a Tent? _____ Tag Along Trailer? _____

Goose Neck Trailer? _____ Camper? Semi-Trailer? _____

****IF YOU HAVE PETS, PLEASE MAKE ACCOMMODATIONS TO LEAVE YOUR PETS AT HOME ****

SCHEDULE OF OPERATION: Vendor may set up beginning one day prior to the show date, but **NO** later than 10 am of the day of the event . All vendors are to be open by start of event and open until the end of that day’s event. Departure should be no later than 12 midnight of the event date. Special arrangements can be made for other set-up and tear- down dates.

LICENSEE’S OBLIGATIONS: Licensee agree that it shall, at its sole cost and expense and at all times during the term of this Agreement or any other period that Licensee occupies the Exhibit Area or the Property:

(a) maintain the Exhibit Area in good, clean and safe condition. Licensee shall repair any damage to the Property arising from the acts or omission of Licensee or Licensee's Parties (as defined below). On the Expiration Date, Licenses shall return the Exhibit Area to Licensor in at least as clean and in as good of condition as it was in immediately before the Licensee took possession.

(b) observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the Exhibit Area and to Licensee's activities conducted therein, including without limitation any rules and regulations delivered by Licensor to Licensee. Licensee shall secure all permits and licenses with respect to its use and occupancy of the Exhibit Area.

(c) obtain and maintain public liability insurance with aggregate limits of \$1,000,000.00 naming Progressive Show Jumping, Inc. (i.e. "Licensor") as additional insured. Copy of Licensor's insurance policy must be forwarded to the Licensor not less than fifteen days prior to the start of the event.

(d) comply with all applicable environmental laws with respect to its use and occupancy of the Exhibit Area or the Property. Licensee shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, in, under or about the Exhibit Area or the Property, or transport to or from the Exhibit Area or the Property, any hazardous substances or materials, or allow any other person to do so.

(e) conduct its activities in a dignified manner and in accordance with high standards conduct so as to maintain a character in keeping with the rest of the Property. Licensee shall not commit waste, or perform any acts or carry on any practices, which may injure the Property or be a nuisance or menace to other occupants of the Property.

(f) store all trash and garbage in adequate containers within the Exhibit Area, maintained in a neat and clean condition and located, as Licensor shall from time to time designate. If the trash containers provided by Licensor in the Exhibit Area are not sufficient for Licensee's intended use, the Licensee shall provide trash containers as reasonably necessary.

(g) observe and comply with all laws, ordinances, rules, regulations and code requirements applicable to the sale or giving away of beer, wine or liquor.

Exhibit Area Delivered "As Is". By taking possession of the Exhibit Area, Licensee shall be deemed to have (a) inspected the Exhibit Area; (b) accepted the Exhibit Area "as is" with no representation or warranty by Licensor as to the condition of the Exhibit Area or the improvements therein, or as to the suitability of the Exhibit Area for Licensee's proposed use; and (c) agreed that Licensor has no obligation improve or repair the Exhibit Area.

Indemnification. Licensee shall be liable for, and shall indemnify, defend, protect (with counsel chosen by Licensor) and hold Licensor and Licensor's members, managers, partners, officers, directors, employees, agents, property managers, lenders, and their respective successors and assigns (collectively, "**Licensor's Indemnified Parties**") harmless from and against, any and all claims, damages, judgments, suits, causes of action, losses, liabilities and expenses, including attorneys' fees and court costs (collectively, "**Indemnified Claims**"), arising or resulting from (a) any act or omission of Licensee or any of Licensee's agents, employees, contractors, or invitees (collectively, "**Licensee's Parties**"); (b) in the use of the Exhibit Area or Property, or any other activity, work or thing done, permitted or suffered by Licensee or any Licensee's Parties, in or about the Exhibit Area or elsewhere within the Property; and/or (c) and default by Licensee of any obligations on Licensee's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against Licensor or any Licensor Indemnified Parties by reason of any such Indemnified Claims, Licensee, upon notice from Licensor, shall defend the same licensee's expense by counsel approved in writing by Licensor, which approval shall not be unreasonably withheld. Licensee's indemnification obligations under this Agreement shall survive the expiration or earlier termination of the Agreement. Licensee's covenants, agreements and indemnification in this Agreement are not intended to and shall not relieve any insurance carrier of its obligations under policies carried by Licensee, or required to be carried by Licensee pursuant to the provisions of the Agreement.

Waiver of Responsibility. Licensor and Licensor's Indemnified Parties shall not be liable for, and Licensee hereby releases and waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Exhibit Area or any other part of the Property, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for what ever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railing or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout, (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waster pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or near the Property; (ix) the falling of any fixture, plaster, tile, stucco or other material; (x) any act, omission or negligence of other licensees, tenants, owners, or any

other persons or occupants of the Property or of adjoining or contiguous buildings, or contiguous property or the public, or by operation in the construction of any private, public or quasi public work; or (xi) any other cause of nature. To the maximum extent permitted by law, Licensee agree to use and occupy the Exhibit Area, and to use such other portions of the Property as Licensee in herein given the right to use, at Licensee's own risk.

Waiver of Right of Recovery. Licensee hereby releases and waive all right of recovery which it might otherwise have against Licensor, other licensees, tenants, and occupants of the Property, and their respective agents and employees by reason of any loss or damage resulting from any recovery, claim, action or cause of action against Licensor, damage, or injury or other occurrence no matter how caused, to the extent that the same is covered by Licensee's insurance (assuming no deductible) or which would have been covered had Licensee purchased the insurance required by this Agreement.

Default. If Licensee fails to perform any provision of this Agreement, then in addition to any other remedies or damages available at law or in equity. Licensor may terminate this Agreement effective immediately upon receipt of Agreement or no less than 21 days prior to the first show date by delivery of written notice to Licensee. If terminating before the 21 day notification requirement, Licensee is entitled to a refund of half the amount of the vendor fee. If licensee fails to notify of termination or does so after the 21 day notification, then they forfeit the entire amount the vendor fee. If Licensee holds over on the Exhibit Area beyond the expiration or earlier termination of this Agreement, time being of the essence, then in addition to any other damages that Licensor may have for that holdover, Licensee shall pay to Licensor an additional amount of \$50.00 per day for each day that Licensee holds over. If the hold over exceeds two (2) days, Licensee agrees that Licensor shall be entitled to immediate possession of the Exhibit Area, and may remove all persons and property from the Exhibit Area and/or the Property, and dispose of any personal property as it see fit, without resort to legal process and without being deemed guilty or trespass or becoming liable for any loss or damage which may result thereby.

Attorney's Fee. In the event of any dispute between the parties hereto arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees incurred in connection therewith.

Limitation of Right to Recovery Against Licensor. There shall be no personal liability of Licensor or Licensor's Indemnified Parties with respect to any of the terms of this Agreement. In the event of any breach or default by Licensor under this Agreement, Licensee shall look solely to Licensor's interest in the land and buildings comp rising the Property for the satisfaction of Licensee's remedies.

Entire Agreement, Modification. This Agreement constitutes the entire and complete agreement between the parties with respect to the Exhibit Area and the Property and supersedes any prior oral or written agreements between parties. This Agreement may be modified only by written amendment signed by both Licensor and Licensee.

Costs, Expenses, etc. Licensor shall not be responsible for any costs or expenses unless same are expressed payable by Licensor according to this Agreement.

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of State on South Carolina.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the day and year first above written.
Licensor: Progressive Show Jumping, Inc..

Signature: Tamara Key for Cathy Cram for PSJ, Inc. Name: Tamara Key for Cathy Cram Title: CFO for PSJ, Inc.
Date: 06/08/2017

LICENSEE: _____ Witness: _____
Signature: _____ Signature: _____
Name: _____ Date: _____