



319 Main Street | Saugerties, NY | 12477
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2019 HITS VENDOR CONTRACT: Thermal, CA

WHAT IS NEEDED TO BE CONSIDERED A COMPLETED CONTRACT

- Two Week Time Frame Minimum Two Week Deposit Proof Of Insurance
 State Sales Tax Certificate Completed Contract Open Check or Credit Card to be kept on file

TERMS AND CONDITIONS

Our policy is to accept Vendors as space permits, while limiting the number of Vendors with similar wares. Vendors of souvenir items displaying the HITS logo or verbiage, official or unofficial, shall require prior written approval by HITS. Vendors of certain products may be excluded based on prior sponsorship arrangements. Vendors of food or beverage will be excluded. Subletting of booth space is strictly prohibited. Priority will be given to Vendors attending the entire circuit. Vendors will be notified of space availability. HITS reserves the right to reject any application for any reason whatsoever. No specific Vendor location or "space" can be guaranteed. There is also a two consecutive week minimum for all vendors for any of our horse show locations.

In the event that your contract is not accepted, your deposit will be fully refunded. Deposit of an applicant's check does not guarantee their acceptance as a HITS Vendor.

If you are identified as a potential Vendor, your deposit will be treated as a non-refundable deposit to be applied toward the last two weeks of your vendor stay. Please be advised that your application does not constitute a contract with HITS until each of the following three requirements is satisfied:

- (1) HITS notifies you in writing that you have been identified as a potential Vendor.
- (2) You satisfactorily provide copies of the requisite insurance certificates and business licenses set forth below.
- (3) HITS has received your two week deposit guaranteeing you a vendor space.

In the event that you are identified as a potential Vendor, you will be required to provide HITS each of the following:

(1) A current certificate of insurance evidencing a policy of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) aggregate in Combined Single Limit Bodily Injury and Property Damage insurance, including products/completed operations naming HITS Holding Corporation and HITS, Inc., doing business in California as HITS Thermal as Specifically Designated Additional Insured. A certificate of insurance for Workers' Compensation and Employment Liability in the amount of no less than One Hundred Thousand Dollars (\$100,000.00) per occurrence.

And

(2) A photocopy of your California State Certificate of Authority to Collect Sales Tax, which serves as evidence that you have met the sales and use tax registration requirements for that jurisdiction and that you are authorized to collect and remit tax as required by law.

Failure to satisfy these requirements prior to your arrival will preclude you from entering into a contract with HITS irrespective of the fact that you were identified as a potential Vendor; and result in the forfeiture of your deposit.

PAYMENT

- **Please make checks payable to HITS, Inc.**
- **A deposit equal to a minimum two weeks of Vendor Space is required with your contract.**
(This payment will be applied to the end of your vendor stay. Contracts received without deposit will not be considered.)
- **An open check or credit card MUST be filed in the Horse Show Office.**
(This will be held for the last unpaid week of your vendor fee.)
- **Payment is due in the horse show office on the first day of the show each week.**
(Non-payment will result in your electrical hook up being terminated until payment is received.)

MAIL SERVICE

**HITS is not responsible for mail or parcel deliveries made to vendors, exhibitors or others by US mail, Fed Ex, UPS or others.
Please make arrangements accordingly.**

2019 HITS THERMAL VENDOR CONTRACT

Business Name: _____ Owner/Representative: _____
Address: _____ Phone 1: _____
City/State/Zip: _____ Phone 2: _____
E-Mail: _____ Fax: _____
Description of Business: _____

SHOW DATES: PLEASE CHECK APPLICABLE WEEKS (MINIMUM OF TWO CONSECUTIVE WEEKS)

- DESERT CIRCUIT I, January 15-20
DESERT CIRCUIT II, January 22-27
DESERT CIRCUIT III, January 29 - February 3
DESERT CIRCUIT IV, February 5-10
DESERT CIRCUIT V, February 19-24
DESERT CIRCUIT VI, February 26 - March 3
DESERT CIRCUIT VII, March 5-10
DESERT CIRCUIT VIII, March 12-17

VENDOR SPACE:

PLEASE CHECK APPLICABLE SPACE REQUIREMENTS

- Regular Vendor Space \$1000 per week
Expanded Regular Vendor Space \$1100 per week
Tack Store Vendor Space \$1500 per week
Static Display 10' x 10' space \$500 per week
Expanded Tack Store Vendor Space \$1750 per week

* Payment: A deposit equal to two weeks of vendor space is required with your contract. The remainder of your balance is due on the first day of the show each week. NO EXCEPTIONS!

UTILITIES:

- Basic Electrical Service: 20 amp/110 volt. Included with vendor fee.
Additional Electrical Service: Additional electrical needs charged on a cost basis of \$50 - \$150 per week.

SPACE REQUIREMENTS & DESCRIPTION:

Please check one of the following & describe the space requirements for your mobile unit or tent:

- I have my own Mobile Unit
I have my own Tent
Set Up: Between Mondays at 12 noon and Tuesdays at 5 pm. Take Down: Ending Mondays at 12 noon.

RV SPACE:

If your Mobile Unit is used as a Vendor Site and Living Quarters or if you require a separate RV hookup, you must pay the RV fees. Once ordered, RV fees are non-refundable. SPACE IS LIMITED - contact our office for availability. Please check the following:

- Separate RV Space \$300 per week
Vendor Site / Living Quarters
*Sewer and Gray Water pump out is available at additional cost, and must be arranged in the Show Office

AGREEMENT

I have read the Terms and Conditions of this Vendor application and BY SIGNING BELOW, I AGREE to be bound by all Terms and Conditions of this Vendor application, and further agree to indemnify and hold harmless, HITS, HITS' affiliates, its officers, directors, employees, and agents from all costs, liabilities, attorney's fees, judgments, and expenses incurred because of or arising out of any claim, assertion, or legal proceeding concerning my obligations under this contract and from any and all claims for injury or loss suffered during or in conjunction with any of the horse shows during which I will be a Vendor and for any and all claims arising out of HITS' management of those shows.

X _____
Signature of Owner/Representative Date

Two Week Deposit
Two week time frame for vendor stay
Completed Contract
Insurance
State Sales Tax Certificate
Open Check or Credit Card information
CK # _____ \$ _____ .OR- Credit Card information enclosed

HITS NOW ACCEPTS VISA, MASTERCARD & AMEX FOR PAYMENTS

To use your Visa, MasterCard or Amex to pay for amounts due with application such as deposit, and remaining balance, please complete the form below and send with your application. **PLEASE NOTE:** This form must be filled out completely. Incomplete forms may cause application to be rejected. Please note, all fees paid with a credit card will be subject to retail prices which are **3% more** than prices listed above.

**Amount due
with contract**

\$

Office Use only

Name on Card (exactly as it appears)

Billing Address of Card

City

State

Zip Code

Visa MC Amex

Card #

Expires MM/YY

Security Code

I authorize HITS, Inc. to charge my card for all amounts due HITS, Inc. with respect to the enclosed contract.

X

Signature

Date

Phone

Email