



Classic I: July 17-21, 2019 Classic II: July 24-28, 2019
OHDC Vendor Contract

This Vendor Contract ("Contract") is by and between J Bar J Youth Services, Inc., dba Oregon High Desert Classic Horse Show ("OHDC") and _____ ("Vendor"). OHDC agrees to allow Vendor to sell goods at the 2017 OHDC Horse Show, subject to the following terms and condition:

1. Vendor may sell the following products and/or food items: _____ ("Goods"), for a _____ week period (_____ [specify dates]) at the following rate(s):\$_____, and subject to the requirements set forth in Exhibit A hereto (attached). Vendor will also comply with OHDC's rules, requirements and regulations that it may establish from time to time.
2. **Vendor must pay all applicable vendor fees on or before June 1, 2019.** If full payment is not received by June 1, 2019, exhibitor space is subject to forfeiture and reassignment at the sole discretion of OHDC. Exhibitor has the right to cancel this agreement at any time by *written* notice to OHDC. Cancellation on or prior to July 1, 2019 will receive a 50% refund; cancellation after July 2, 2019 will NOT receive a refund. Under all circumstances, OHDC reserves the right to fill any exhibit space cancelled by an Exhibitor. If full payment is not received by 5pm June 1, 2019 OHDC has the right to award your reserved space to another vendor and will not guarantee booth availability. Should a vendor's account become past due, Vendor agrees to pay all costs of collection, including collection agency charges, attorney fees, and court costs incurred by OHDC. This includes, but is not limited to, all fees and costs actually incurred whether or not any suit or action is filed and is intended to include all fees and costs incurred in any mediation, arbitration, trial or appeal.
3. Vendor will be an independent contractor of OHDC. Vendor represents, warrants, and covenants to OHDC that, with regard to this Contract and its sale of Goods, Vendor is customarily engaged in, and will continue to customarily engage in, an independently established business as described in ORS 670.600(3). Vendor will be solely responsible for paying all taxes arising out of or resulting from the Goods and sale of goods, including but not limited to income, social security, worker's compensation, and employment insurance taxes. This Contract does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties or any affiliated entity. Vendor does not have the authority to bind OHDC or represent to any person that Vendor is an agent of OHDC.
4. Vendor will comply with all applicable laws and will be solely responsible for obtaining all licenses, authorizations and certificates necessary to provide or sell the Goods. Without limitation, a current food vendor license is required for all food vendors. Vendor will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Vendor is normally exposed, including (without limitation) workers' compensation and commercial liability insurance. Vendor must obtain and provide a current **Certificate of Liability Insurance NAMING J Bar J Youth Services as additional insured.**
5. **Vendor agrees to defend, indemnify and hold harmless OHDC and J Bar J Youth Services, Inc., and their officers, employees, directors and agents and affiliated entities, for, from and against any and all claims, actions, proceedings, damages, liabilities, taxes, penalties and expenses of every kind or nature whatsoever, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of Vendor's Goods, sale of the Goods or actions during or concerning the OHDC, including (without limitation) any claims for injury, damage or loss to any person, failure to provide required insurance and/or to pay any tax arising out of or resulting from the sale of Goods, and/or Vendor's breach of any representation, warranty, or covenant in this Agreement.**



6. Vendor may not assign or delegate any of Vendor’s rights or obligations under this Agreement to any person without the prior written consent of OHDC, which OHDC may withhold in its sole discretion. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party’s waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

7. Vendor are strictly prohibited from subleasing, assigning or apportioning the whole or any part of their contracted space to any other business or individual unless approved in advance in writing by OHDC. Any approved sublease or assignee must execute this Agreement as a condition of participation at OHDC.

8. All Vendors physical structures must be approved by OHDC, must be in proper working order and adequately secured, to the satisfaction of OHDC. OHDC waters the grounds at night therefore all structures need to be closed up if anything can get damaged by the water. Food vendors are only allowed 1 freezer to hook up to power. All physical structure additions to the OHDC grounds must be approved by OHDC prior to installation, and must be timely and completely removed at Vendor’s expense at the end of the OHDC.

9. OHDC may terminate this Contract at any time, with or without cause or prior notice, and with no further obligations or liability of any kind, and OHDC shall not be liable for any **indirect, special, incidental, consequential, or punitive damages, even if OHDC has been advised of the possibility of such damages.**

10. Postponement or cancellation of the OHDC for any reason beyond the control of OHDC (earthquake, fire, flood, terrorism, other acts of God, etc.) shall not constitute cause for any reimbursement. Neither party will be responsible for failure to perform the party’s obligations under this Contract due to contingencies beyond the party’s reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents, and will not result or require any refund of Vendor’s fees.

11. This Contract contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. This Vendor Contract may be amended by OHDC from time to time, in its sole discretion, through a written amendment with notice to Vendor. The Contract may only be amended by Vendor by a written document signed by OHDC.

AGREED TO BY:

Representative of Vendor Signature

Date

Authorized Representative of OHDC

Date

J BAR J YOUTH SERVICES

