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## ***Local Beer, Wine & Spirits Expo Terms & Conditions 2023***

### **Maryland 5 Star at Fair Hill (the “Event”) will provide:**

- (a) Neither the Event nor its agents will be held liable for any loss due to theft or any damage, for any reason whatsoever, to vendor’s merchandise, other property or representative of the Vendor for any reason whatsoever, including negligence.
- (b) The Event will provide each Local Beer, Wine & Spirits Expo vendor with one (1) complimentary Parking Pass (assigned parking area to be determined) and up to (4) Saturday General Admission tickets for venue access for vendor and staff. Any additional cars will need to park in General Event Parking located at the Fair Hill Training Center. **NO** parking behind the Local Beer, Wine & Spirits Expo area and/or vendor tent will be available.
- (c) Each Beer, Wine & Spirits Expo vendor is to provide the following for themselves:
  - i. 10’x10’ tent WITH WEIGHTS and any other necessary equipment to safely secure tent
  - ii. Table and chairs
  - iii. Personal branding/signage
  - iv. All product for sale and necessary accompanying equipment
  - v. POS system as needed
- (d) The Event will provide:
  - i. One (1) complimentary parking pass
  - ii. Four (4) Saturday General Admission tickets
  - iii. Inclusion of the Local Beer, Wine & Spirits Expo vendor’s name and website on the official Event website
  - iv. Inclusion of the Local Beer, Wine & Spirits Expo vendor’s name in Event digital program
  - v. ID Check performed by Local Beer, Wine & Spirits Expo Organizers
  - vi. Complimentary Bottle Check service for Expo attendees, run by Expo Organizers

### **Company (“ Vendor”) will be responsible for:**

- (a) Any expense in connection with their merchandise set up or tear down.
- (b) Obtaining a Maryland permit of business license if required through the Maryland Department of Labor. [Click here to learn more about obtaining a MD business license.](#)
- (c) Collection and payment of all Maryland state sales tax incurred by Vendor (if applicable, i.e., non-profit tax-exempt status. Learn more about [sales and use tax exemption in MD here.](#)
- (d) Remaining open during Event business hours (12pM - 5PM), subject to change based on final competition schedule.
- (e) The Vendor understands that the Event is “rain or shine” and that unless there is an extreme weather incident, they are expected to be open regardless of weather conditions.



PRESENTED BY  **Brown**ADVISORY

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- (f) Vendors' space must be cleaned-up and completely trash free when leaving at the end of the day Saturday. All trash is to be hauled out by Vendor or placed in the designated dumpsters and/or trash cans. Place all cardboard trash in the recycling dumpster. Vendors are also encouraged to bring personal trash receptacles for their spaces. Vendor space is to remain trash free throughout the hours of business with the exception of small waste receptacles within designated areas.

### **Move-In & Out**

- (a) Friday evening move-in will be available for all Local Beer, Wine & Spirits Expo vendors. Precise detail on timing and logistics of move-in will be communicated by Expo Organizers.
- (b) All vendor spaces must be fully set/decorated (aside from product being out) prior to the venue opening on Saturday, October 21st at 7AM.
- (c) Vendors must be self-sufficient to set-up and dismantle their booth space. If the use of heavy equipment operated by Event Staff is needed to unload and load materials from the carrier, the Vendor is responsible for notifying the Event of this prior to October 8th, otherwise assistance cannot be guaranteed.

### **APPLICATION FORM**

The Local Beer, Wine & Spirits Expo Application Form is issued by the Sport & Entertainment Corporation of Maryland ("The Sport Corp").

- 1) Please be advised that no request for space will be considered unless a FULLY COMPLETED APPLICATION have been received by The Sport Corp
- 2) NO APPLICATIONS ARE ACCEPTED, NOR SPACE RESERVED, VIA TELEPHONE. PLEASE SUBMIT ONLINE THROUGH THE OFFICIAL EVENT WEBSITE ([www.maryland5star.us](http://www.maryland5star.us)).
- 3) Please list all merchandise to be offered on the application.
- 4) All preferences or special requests must be listed in the 'Notes' section of the application in order to be considered. The Event does not guarantee its ability to accommodate said requests and reserves the right to provide priority placement to Event Sponsors.

### **ACCEPTANCE/PROCESSING**

Receipt of application is not an automatic guarantee of acceptance. Applications are considered according to PREVIOUS ATTENDANCE, SUBMISSION DATE and BASED UPON AVAILABILITY.

- 1) Applicants will be notified via email whether they are accepted or not.
- 2) The Sport Corp evaluates each application for acceptance with best efforts to ensure a reasonable market for all vendors.



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- 3) When all available spaces have been filled, applicants whose applications have already been received by The Sport Corp will be advised and placed on the waiting list in chronological order.

### **INTELLECTUAL PROPERTY**

Vendor agrees and acknowledges that it shall acquire no interest or implied license in any copyrights, trademarks, service marks, other intellectual property and/or intellectual property of The Sport Corp or the Event (or any combination thereof). Any use of the Event name and/or logo is prohibited without written consent and approval by The Sport Corp.

### **RIGHT OF EXCLUSION**

The Sport Corp reserves the right to exclude any person or company from exhibiting, or to close the stand of any Vendor for conduct objectionable to The Sport Corp, at its sole discretion.

### **ALLOTMENT OF SPACE**

- 1) Applications for space shall be at the sole discretion of The Sport Corp and The Sport Corp shall determine the position to be allotted to Vendors.
- 2) VENDORS MUST USE THE SPACE PROVIDED AND DESIGNATED BY THE SPORT CORP. Violators will be excluded as defined in Section 4 RIGHT OF EXCLUSION

### **PROMOTION**

Vendor is permitted to promote within the boundaries of its booth space. No promotional posters, fliers, materials, etc. are permitted outside of Vendor's paid space. No promotional posters, fliers, materials, etc. may be hung around the Fair Hill Special Event Zone (the "Venue").

### **ADMISSION/PARKING PASSES**

- 1) Vendors will receive one (1) parking permit and four (4) Sunday General Admission tickets for venue access. Additional parking permit or General Admission ticket requests will be taken on a case by case basis and approved or denied at the sole discretion of The Sport Corp based on availability.

### **SETUP OF STANDS**

- 1) Goods, exhibits and units must arrive on the grounds and be fully set up NO LATER THAN 7:00AM ON SATURDAY, OCTOBER 21, 2023, move-in on the evening of Friday, October 20<sup>th</sup> is recommended
- 2) Vendor must be self-sufficient to set up and dismantle items for the allotted booth space. This includes any equipment needed to unload and load materials from the carrier.

### **DISMANTLING OF STANDS**

Goods, exhibits and units MAY NOT BE REMOVED prior to thirty (30) minutes after the completion of the competition on Saturday, October 21st, 2023.



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### **INSURANCE**

As a condition precedent to the acceptance of this application, all Vendors shall furnish to The Sport Corp proof of comprehensive general liability, workers compensation, and products liability insurance in a form, and in amounts, satisfactory to The Sport Corp, naming the Sport and Entertainment Corporation of Maryland, the Maryland Department of Natural Resources and the Federations (United States Equestrian Federation (USEF), United States Eventing Association (USEA) and Fédération Equestre Internationale (FEI)) as additionally insured. The acceptability of this insurance coverage shall be in the sole discretion of The Sport Corp, and The Sport Corp reserves the right to prohibit the Vendor's participation if the insurance coverage is not to The Sport Corp's satisfaction.

### **FORCE MAJEURE**

Neither party shall be liable to the other for damages or otherwise have any obligation hereunder nor shall it be considered a breach of these terms and conditions of this application in the event that such party to this application is unable to perform its obligations hereunder because of any Acts of God, storm, fire, flood, earth movement, labor disturbances, war, civil commotion, acts or threat of terrorism, present or future law ordinance, rule, or regulation, disruption of postal, electrical, telephone, or other utility services, labor dispute, strike, lockout, epidemic, pandemic, or other public health concerns which prevents the Event from taking place or makes holding the Event impracticable or potentially unsafe (each, as determined by The Sport Corp in its discretion), or other cause beyond the reasonable control of such party ("Force Majeure"). Further, in the event that any individual Event is canceled or postponed due to Force Majeure or any other reasons outside of The Sport Corp's reasonable control, all of the rights and obligations contained in this application shall apply towards the next annual Event (and The Sport Corp's failure to conduct such canceled Event shall not be deemed a breach of the terms and conditions of this application); and in the event that the Event (or any portion thereof) is postponed due to Force Majeure or any other reasons outside of The Sport Corp's reasonable control, all of the rights and obligations contained in this application shall continue upon resumption of such Event (and The Sport Corp's postponement of Event shall not be deemed a breach of this application).

Further, Vendor acknowledges that (a) the Event is an outdoor event and agrees that certain Event competition days may be canceled or rescheduled due to inclement weather, climatic conditions and/or other Force Majeure occurrences and (b) the Event is a sporting event in which participants occasionally withdraw or otherwise fail to complete their scheduled competitions. In the event of any such occurrence in (a) or (b), Vendor will not be entitled to any credit, deduction, rebate or refund of any kind, or any other Event Benefit (nor shall any such occurrence be deemed a breach of this Agreement by The Sport Corp). Without limitation, no compensation and/or damages will be made to or claimed by Vendor by reason of any inconvenience or annoyance arising from the construction of, repairs to, or alterations of any



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portion of the Location, however the necessity or occasion therefore may occur. Without limitation, the parties expressly agree that any cancellation of any Event and/or Event competition days by The Sport Corp based on its sole determination that conducting such Event and/or Event competition days poses or may pose a threat to public health (or to the health and/or safety of Event attendees and/or participants) shall be deemed a cancellation of said Event due to an event of Force Majeure.

### **ASSUMPTION OF RISK INVOLVING EQUINE ACTIVITIES**

The Vendor understands and assumes the inherent risks involved in equine activities, which risks include, but are not limited to, bodily injury, physical harm and even death from using, riding or being in close proximity to horses. The Vendor acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, the Vendor understands that “inherent risks of equine activities” shall mean those dangers or conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to the property in their vicinity; (b) the unpredictability of an equine’s reactions to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface and subsurface objects; (d) collisions with other equines, animals, people and objects (fixed or otherwise); (e) limited availability of emergency medical care; (f) and the potential of a participant, volunteer, or spectator to act in a negligent manner that may contribute to injury to the participant, volunteer, spectator or others, such as failing to maintain control over the equine or to act within his/her ability. Accordingly, in addition to the releases below, the Vendor (on behalf of itself and each of its employees) hereby releases each of The Sport Corp Indemnified Parties (as defined below) from any and all liabilities and claims arising out of and/or in connection with this Agreement and/or the Event (including negligence), except for any material breach of this Agreement by The Sport Corp.

### **RELEASE, INDEMNIFICATION AND HOLD HARMLESS**

The Vendor shall indemnify, defend and hold harmless The Sport Corp, each Federation, the Maryland Department of Natural Resources, and each of their respective members, directors, officers, agents, and employees (the “The Sport Corp Indemnified Parties”) from and against any and all demands, claims, suits, actions or proceedings brought by a third-party against a The Sport Corp Indemnified Party, including all fines, judgments, settlements, penalties, liabilities, losses, costs and expenses (including reasonable outside attorney’s fees and expenses) suffered by The Sport Corp Indemnified Party in connection with (a) a breach or default of the terms and conditions of this application by the Vendor, including the inaccuracy of any warranty or representation by the Vendor; (b) the negligence or willful misconduct of the Vendor in connection with the Event and/or this application; and/or (c) the violation of any law or regulation in connection with this application and/or the Event by the Vendor; provided,



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however, that such indemnity shall not apply to the extent caused by any The Sport Corp Indemnified Party's breach of this application, negligence, gross negligence or willful misconduct, or materials provided by or on behalf of The Sport Corp Indemnified Party.

### **MARYLAND DEPARTMENT OF NATURAL RESOURCES REGULATIONS**

Any and all activities undertaken by Vendors (including its employees, agencies, and contractors) during and/or in connection with the Event (including without limitation, all promotional sales, merchandising, and/or marketing activities) are subject to the rules and regulations (and the prior, written approval) of the Maryland Department of Natural Resources Regulations (in its discretion).

### **GOVERNING LAW**

This application shall be governed by and construed in accordance with the laws of the State of Maryland (without regard to any choice of law provisions) regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within Baltimore County, Maryland. The parties hereby consent to the personal jurisdiction of said court within Baltimore County, Maryland and waive all defenses of lack of personal jurisdiction and forum non conveniens. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE EVENT.

### **NON-DISCRIMINATION CLAUSE**

The Sport Corp will not tolerate any discrimination whatsoever based on race, color, religion, sex, sexual orientation, gender, national origin, disability, age or other. The Sport Corp reserves the right to exclude any person or company, or close the stand of any Vendor, for conduct objectionable to this non-discrimination clause. In the event of such exclusion or closure, the person or company WILL NOT be entitled to any refund and shall not be eligible to apply as a Vendor for any future Event.