
Retail Vendor Terms & Conditions 2024

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

- On-site security, including overnight surveillance, by Event Security from Sunday, October 13th at 6:00am until Monday, October 21st at 6:00pm.
 - Neither the Event nor its agents will be held liable for any loss due to theft or any damage, for any reason whatsoever, to retail vendors’ merchandise, other property or representative of retail vendors for any reason whatsoever, including negligence.
- The Event will provide each retail vendor with:
 - One (1) complimentary retail vendor parking pass per 10’ x 10’ or 20’ x 20’ space purchased (*assigned parking area to be determined by booth location*)
 - NO parking behind the retail vendor tents will be available
 - Four (4) retail vendor credentials per 10’ x 10’ or 20’ x 20’ space purchased
 - Retail vendor credentials do not grant access to the following restricted areas:
 - VIP Hospitality and Lounges
 - Stabling
 - Media Center
 - Competition Field of Play
 - Operational back-of-house
- Each retail vendor space (EXCEPT mobile units) includes:
 - Four (4) white vinyl sides, with opening/closing front
 - True for all areas EXCEPT South Chalet Shops (New for 2024) - South Chalet Shops area is enclosed within a glass walled structure, retail vendor spaces are differentiated by barriers (i.e. pipe and drape)
 - One (1) 20 amp circuit of electricity
 - One (1) simple hanging lighting unit in the center of the tents ceiling
 - Table(s) and chairs; quantities vary by booth size
 - Each 10’ x 10’ spaces/increment - two (2) folding chairs, one (1) 8’ table
 - 20’ x 20’ space - four (4) folding chairs, two (2) 8’ tables
 - Flooring IF a retail vendor tent is located on grass
 - *Please Note:* All retail vendor spaces on paved surfaces will not be provided flooring
 - Inclusion of the retail vendors’ name and website on the official Event website
 - Inclusion of retail vendors’ name and/or logo in digital Event program and directory materials
 - Identifying signage denoting *SPACE NUMBER* for purposes of matching directory materials
 - *Please Note:* NO OTHER signage will be provided for retail vendor spaces and all other branded overhead and additional signage desired is the responsibility of the retail vendors
 - Retail vendor welcome reception – Thursday evening, Oct. 17, further details TBA
 - Retail vendor lounge available Monday, October 14th through Monday, October 21st with light refreshments (i.e. water, coffee/tea, snacks, etc.) and informational resources

Company (“Retail Vendor”) will be responsible for:

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- Any expense in connection with Retail Vendor's merchandise set up or tear down
- 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.](#)
- Collection and payment of all Maryland state sales tax incurred by Retail Vendor (if applicable, i.e., non-profit tax-exempt status. Learn more about [sales and use tax exemption in MD here.](#)
- Returning of all tables and chairs provided by the Event.
- Remaining open during Event business hours, including thirty (30) minutes after the completion of that day's competition. Typical daily hours of operation are 9:00am to 5:00pm but are subject to change based on the final competition schedule.
- Committing to four (4) days of business – Thursday, Friday, Saturday and Sunday
- Retail Vendor understands that the Event is “rain or shine” and that unless there is an extreme weather incident, Retail Vendor is expected to be open regardless of weather conditions.
- Retail Vendor's space must be cleaned-up and completely trash free when leaving each day AND at the end of the Event prior to final move-out. All trash is to be placed in the designated dumpsters and/or trash cans. Place all cardboard trash in the recycling dumpster. Retail Vendor is also encouraged to bring personal trash receptacles for its space. Retail Vendor's space is to remain trash free throughout the hours of business with the exception of small waste receptacles within designated areas.
 - Retail Vendor will be asked to put down a \$200 “deposit” when applying/creating their Sharuku account (New online portal for 2024). The security deposit will be refunded upon the Event's competition so long as Retail Vendor has been fully compliant with this T&C document; included in this is a requirement that Retail Vendor's booth space be left completely clean. This includes removal of all trash, recyclables, and decorations prior to final move-out and returning all provided tables and chairs.

Move-In:

- Dates: Sunday, October 13th – Tuesday, October 15th from 8:00am to 5:00pm
- Failure to adhere to move-in schedule and/or move-in prior to 5:00pm on Tuesday, October 15th will result in your booth being forfeited without refund.
- Retail Vendor must be self-sufficient to set-up and dismantle its booth space. If the use of heavy equipment operated by Event Staff is needed to unload and load materials from the carrier, Retail Vendor is responsible for notifying the Event of this prior to October 1st, otherwise assistance cannot be guaranteed.
- Retail Vendor must be able to adequately unload and have its vehicle(s) moved within their allotted unloading time of one (1) hour.

Hours of Business:

Hours of operation are tentative, and may fluctuate based on the final number of competition entries, weather, or administrative decisions



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351 W. Camden St., Suite 202
Baltimore, MD 21201
www.maryland5star.us
@maryland5star.us
410-MD5-STAR

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- Thursday, October 17th – Sunday, October 20th – 9:00am to 5:00pm (or 30 minutes after the completion of each day’s competition).

I. APPLICATION FORM

The retail vendor application form is issued on behalf of the Sport & Entertainment Corporation of Maryland (“The Sport Corp”).

- A.** Please be advised that no request for space will be considered unless a FULLY COMPLETED APPLICATION AND APPROPRIATE FEE(S) IN THE FULL AMOUNT(S) have been received by The Sport Corp
- B.** NO APPLICATIONS ARE ACCEPTED, NOR SPACE RESERVED, VIA TELEPHONE. PLEASE SUBMIT ONLINE THROUGH THE [OFFICIAL EVENT WEBSITE](#).

II. ACCEPTANCE/PROCESSING

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

- A.** FULL PAYMENT IS NOT PROCESSED UNTIL THE APPLICATION IS ACCEPTED. Applicants will be notified via email whether they are accepted or not. If not accepted, payment will not be processed and application deposit will be credited to the applicant.
- B.** The Sport Corp evaluates each application for acceptance with best efforts to ensure a reasonable market for all retail vendors. Reasonable best efforts will be made to place retail vendors so that any competition within proximity of the other will be limited. Furthermore, reasonable best efforts will be made to honor any requests for a desired location or placement but ARE NOT GUARANTEED.
- C.** When all available retail vendor 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.

III. INTELLECTUAL PROPERTY

Retail 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.

IV. RIGHT OF EXCLUSION

The Sport Corp reserves the right to exclude any person(s) or company from exhibiting, or to close the stand of any retail vendor for conduct objectionable to The Sport Corp, at its sole discretion. In the event of such exclusion or closure, the person or company WILL NOT be entitled to any refund and The Sport Corp may also permanently ban any such person or company from future Events and/or other events managed and/or conducted by The Sport Corp or its affiliate entities.

V. ALLOTMENT OF SPACE

- A.** Applications for space shall be at the sole discretion of The Sport Corp as well as determining the position to be allotted to retail vendors.
- B.** NO RETAIL VENDOR MAY SUBLET THE WHOLE OR ANY PORTION OF ANY SPACE ALLOTTED BY THE SPORT CORP; the contractual Retail Vendor is wholly responsible for any supplier whose goods are exhibited in the Retail Vendor’s space.

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- C. RETAIL VENDORS MUST USE THE SPACE PROVIDED AND DESIGNATED BY THE SPORT CORP. Violators will be excluded as defined in Section IV. RIGHT OF EXCLUSION.

VI. PROMOTION

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

VII. ADMISSION/PARKING PASSES

- A. Retail vendors will receive parking permit(s) and retail vendor credentials at the sole discretion of The Sport Corp based on booth space size.
- B. Retail vendor credentials and parking pass(es) are transferable among retail vendor staff ONLY throughout the duration of the Event. Retail vendor credentials and parking pass(es) may NOT be transferred to any individual outside of staff.
- C. Additional passes will be available for purchase based on availability.

VIII. SETUP OF STANDS

- A. Goods, exhibits and units may arrive on the grounds NO EARLIER THAN SUNDAY, OCTOBER 13, 2024 at 8:00 A.M. Pre-Event shipping is permitted prior to Sunday if pre-arranged through the Event Retail Manager(s) and is subject to an additional fee (see Section XII. below).
- B. All stands **MUST BE MOVED IN BY 5:00 P.M., TUESDAY, OCTOBER 15, 2024.** Retail Vendors not moved in by 5:00 P.M. TUESDAY, OCTOBER 15, 2024 could face loss of space and no refund. All vehicles (including trailers, U-Hauls, trucks and cars) must be removed from the retail vendor area by 5:00 P.M., TUESDAY, OCTOBER 15, 2024.
- C. Retail 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. Retail Vendor must be able to adequately unload its vehicle(s) within the allotted time of one (1) hour.

IX. ELECTRICITY

One 20-amp circuit will be provided in every retail vendor space. Further electricity needs will be made available by The Sport Corp to all retail vendors that purchase such amenity.

X. DISMANTLING OF STANDS

Goods, exhibits and units MAY NOT BE REMOVED prior to sixty (60) minutes after the completion of the 5 Star competition (CCI5*-L) Awards Ceremony on Sunday, October 20, 2024, and **MUST BE REMOVED** no later than 5:00 P.M., Monday, October 21, 2024. Retail vendors are responsible for seeing that ALL items rented to them (i.e. tables, chairs, etc.) by The Sport Corp are signed in to the Event Retail Manager(s) prior to leaving. Retail vendors will be charged replacement costs of items not in the allocated spot upon check out. Retail vendors renting items from any source other than The Sport Corp must insure those items are removed by the 5:00 P.M. deadline.

Please Note: Retail Vendor's located in the Arena Side area and/or South Chalet Shops will be assigned a departure order, to be determined by the Event Organizers, that must be followed. Due

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to Arena Side and South Chalet Shops location within the infield, these Retail Vendor's must cross the track from the infield in order to exit. Track crossing safety is of paramount importance; departure schedule must be followed to be in compliance with Event's Terms & Conditions.

*****Retail vendors are subject to losing their \$200 Deposit for any items not the property of The Sport Corp or one of The Sport Corp's third-party rental companies that are NOT REMOVED before the 5:00 P.M. deadline**.***

XI. SHIPPING & RECEIVING OF ITEMS:

- A. Retail vendors may ship items for their booth to the Event site to be stored pre-Event FOR A FEE.
- B. Items must arrive at the Event site between October 1-12, 2024.
- C. Retail vendors must use Event's shipping and storing provider. Details will be provided by the Event Retail Manager(s).
- D. The Sport Corp is not liable for any items that are lost and/or damaged during the shipping process.
- E. Any items shipped to the Event site must be clearly labeled with the Retail Vendor's name and booth location.
- F. Retail vendors that would like to ship items from the Event site, post-Event are responsible for informing the Event Retail Manager(s), scheduling pick-up, packaging all items, being on-site for pick-up, and ensuring that items get picked-up prior to 5:00 P.M. on Monday, October 21, 2024.

XII. VEHICLES/PARKING

All vehicles must be removed from retail vendor areas by 7:00 A.M. daily and must be parked in the designated retail vendor parking lot. Vehicles that are parked illegally or blocking others will be towed, without notification to the owner and/or Retail Vendor, at the owner's and/or Retail Vendor's sole cost and expense.

XIII. REFUNDS

- A. A refund less a handling charge of the \$200 deposit of Retail vendor's fee will be made if the notice of withdrawal and request for refund are received by The Sport Corp, in writing or by email by Retail Vendor, prior to Monday, September 2, 2024.
- B. **NO refunds requested on or after September 2, 2024 will be granted.**
- C. In the event that the Event is canceled (or canceled after it has commenced), all payments made (deposits, vendor fees, etc.) by Retail Vendor can be rolled over to the next year's Event or refunded.

XIV. FINAL PAYMENTS

Prior to dismantling, retail vendors must make final and complete payment to The Sport Corp as reflected by The Sport Corp's records for any additional tables or chairs rented upon arrival and/or during the run of the Event for the Retail Vendor's area.

XV. INSURANCE

As a condition precedent to the acceptance of this application, all retail 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



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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 Retail Vendor's participation if the insurance coverage is not to The Sport Corp's satisfaction.

XVI. 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, Retail 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), Retail 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 Retail Vendor by reason of any inconvenience or annoyance arising from the construction of, repairs to, or alterations of any 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.

XVII. ASSUMPTION OF RISK INVOLVING EQUINE ACTIVITIES

The Retail 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 Retail Vendor acknowledges that the behavior of any animal is contingent to some extent upon the ability of the handler or rider. Further, the Retail 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



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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 Retail 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.

XVIII. RELEASE, INDEMNIFICATION AND HOLD HARMLESS

The Retail 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 Retail Vendor, including the inaccuracy of any warranty or representation by the Retail Vendor; (b) the negligence or willful misconduct of the Retail 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 Retail Vendor; provided, 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.

XIX. MARYLAND DEPARTMENT OF NATURAL RESOURCES REGULATIONS

Any and all activities undertaken by the Retail Vendor (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).

XX. 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.



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XXI. 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 Retail 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 retail vendor for any future Event and/or other events managed and/or conducted by The Sport Corp or its affiliated entities.