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## ***Retail Vendor Terms & Conditions 2023***

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

- (a) On-site security, including overnight surveillance, by Event Security from Sunday, October 15<sup>th</sup> at 6:00am until Monday, October 23<sup>rd</sup> at 6:00pm.
- (b) 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 vendor’s merchandise, other property or representative of the Retail Vendor for any reason whatsoever, including negligence.
- (c) The Event will provide each retail vendor with one (1) complimentary Retail Vendor Parking Pass (*assigned parking area to be determined by booth location*) and (4) retail vendor credentials for the duration of the Event. NO parking behind the Retail Vendor tent will be available.
  - i. Retail Vendor credentials do not grant access to the following restricted areas: VIP hospitality and lounges, stabling, media, competition field of play and operational back-of-house
- (d) Each Retail Vendor space includes:
  - i. Four (4) white vinyl sides
  - ii. One (1) 20 amp circuit of electricity
  - iii. One (1) simple hanging lighting unit in the center of the tents ceiling
  - iv. Table(s) and chairs – quantities vary by booth size
  - v. Flooring IF your tent is located on grass.
    - *Please note that all vendor tents located on paved surfaces will not be provided flooring.*
- (e) Inclusion of the Retail Vendor’s name and website on the official Event website.
- (f) Inclusion of the Retail Vendor’s name in Event digital program, directory materials, and relevant venue maps.
- (g) 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 Vendor.
- (h) Welcome Reception for all Retail Vendor’s – date and details TBA.
- (i) Retail Vendor Lounge available Monday, October 16<sup>th</sup> through Monday, October 23<sup>rd</sup> inclusive of:
  - i. Staff and/or volunteers to provide materials, answer questions and/or recruit help as needed
  - ii. Light refreshments including water, coffee, tea and soft drinks

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

- (a) Any expense in connection with the Retail Vendor’s 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.](#)

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- (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) Returning of all tables and chairs provided by the Event.
- (e) 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 5:30pm but are subject to change based on final competition schedule.
- (f) Committing to four (4) days of business – Thursday, Friday, Saturday and Sunday
- (g) The Retail 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.
- (h) Retail Vendors 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 Vendors are also encouraged to bring personal trash receptacles for their spaces. Retail Vendor space is to remain trash free throughout the hours of business with the exception of small waste receptacles within designated areas.
  - i. Retail Vendors will be asked to put down a \$50 “security deposit” when paying their general space deposit. The security deposit will be refunded upon the Event’s competition so long as space is left completely clean. This includes removal of all trash, recyclables, and decorations prior to final move-out.

### **Move-In**

- (a) Dates: Sunday, October 15<sup>th</sup> – Tuesday, October 17<sup>th</sup> from 8:00am to 5:00pm
- (b) Failure to adhere to move-in schedule and/or move-in prior to 5:00pm on Tuesday, October 17<sup>th</sup> will result in your booth being forfeited without refund.
- (c) Retail Vendor 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 Retail Vendor is responsible for notifying the Event of this prior to October 1st, otherwise assistance cannot be guaranteed.
- (d) Retail Vendors must be able to adequately unload within their allotted time of one (1) hour.

**Hours of Business:** (Hours of operation may fluctuate based on weather, hours of competition or administrative decisions)

Thursday, October 19<sup>th</sup> – Sunday, October 22<sup>nd</sup> – 9:00am to 5:30pm (or 30 minutes after the completion of each day's competition).

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## ***Retail Vendor Terms & Conditions 2023***

### **1) APPLICATION FORM**

The Retail Vendor Application Form is issued by 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 FEES IN THE FULL AMOUNT 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 ([www.maryland5star.us](http://www.maryland5star.us)).
- c) Please list all merchandise to be offered on the application.
- d) 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.

### **2) ACCEPTANCE/PROCESSING**

Receipt of application and fees 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, the payment will not be processed or will be credited to the applicant by The Sport Corp.
- 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.

### **3) 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.

### **4) RIGHT OF EXCLUSION**

The Sport Corp reserves the right to exclude any person 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.

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### **5) ALLOTMENT OF SPACE**

- a) 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 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.
- c) **RETAIL VENDORS MUST USE THE SPACE PROVIDED AND DESIGNATED BY THE SPORT CORP.** Violators will be excluded as defined in Section 4 RIGHT OF EXCLUSION

### **6) 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").

### **7) 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 are **NOT** transferable among retail vendor staff throughout the duration of the Event. Parking pass(es) may be transferred among retail vendor staff throughout the Event.
- c) Additional passes will be available for purchase based on availability.

### **8) SETUP OF STANDS**

- a) Goods, exhibits and units may arrive on the grounds **NO EARLIER THAN SUNDAY, OCTOBER 15, 2023 AT 8:00 A.M.** Pre-Event shipping is permitted prior to Sunday if pre-arranged through the Retail Manager and is subject to an additional fee (see Section 12 below).
- b) All stands **MUST BE MOVED IN BY 5:00 P.M., TUESDAY, OCTOBER 17, 2023.** Retail Vendors not moved in by 5:00 P.M. TUESDAY, OCTOBER 17, 2023 could face loss of space and no refund. All vehicles (including trailers, U-Hauls, trucks and cars) must please be removed from the retail vendor area by 5:00 P.M., TUESDAY, OCTOBER 17, 2023.
- 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. Vendors must be able to adequately unload vehicles within the allotted time of one (1) hour.

### **9) ELECTRICITY**

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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.

### **10) DISMANTLING OF STANDS**

Goods, exhibits and units MAY NOT BE REMOVED prior to thirty (30) minutes after the completion of the CCI5\* Awards Ceremony on Sunday, October 22, 2023, and **MUST BE REMOVED** no later than 5:00 P.M., Monday, October 23, 2023. 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 a Representative of The Sport Corp 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.

***\*\*Retail Vendors are subjected to losing their \$50 Security Deposit as well as an additional \$350 CLEANING FEE for any items not 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\*\*.***

### **11) 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 1-14, 2023.
- c) Retail Vendors must use Event's shipping and storing provider. Details will be provided by Retail Manager.
- 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 Retail Manager, 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 23, 2023.

### **12) 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, at the owner's sole cost and expense.

### **13) REFUNDS**

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## ***Retail Vendor Terms & Conditions 2023***

A refund less a handling charge of the \$250 non-refundable deposit of the retail vendor fee will be made if the notice of withdrawal and request for refund are received by The Sport Corp, in writing or by email, prior to Monday, September 3, 2023. **NO refunds requested on or after September 3, 2023 will be granted.**

- a) In the event that the Event is canceled (or canceled after it has commenced), all payments made (deposits, vendor fees, etc.) can be rolled over to the next year's event or refunded.

### **14) FINAL PAYMENTS**

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

### **15) 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 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.

### **16) 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



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## ***Retail Vendor Terms & Conditions 2023***

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.

### **17) 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 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.

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### **18) 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.

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

Any and all activities undertaken by Retail 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).

### **20) 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.

### **21) NON-DISCRIMINATION CLAUSE**





PRESENTED BY  **Brown**ADVISORY

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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.