

Bulleit Bourbon Derby DayClub

Exhibitor Information 2023

Exhibitor Package

- *10'x10' covered space in the Sanderson Lincoln Black Label Lounge for \$300
- *Event GA admission tickets (2 tickets per 10x10 space)
- *Maintenance of general walking areas and aisles
- *Placement in high traffic area: Sanderson Lincoln Black Label Lounge

Important Dates & Times

- SET UP
 - Friday, May 5 @ 12:00pm - 3:00pm
 - ** Exhibitors may check-in and set up during this time. It is not mandatory to come to the event site on this date and time.
 - Saturday, May 6 @ 7:30am - 9:30am
 - ** Exhibitors must set up during this time if they did not on Friday. All Displays MUST be completed and all equipment moved-in/vehicles cleared out by 9:00am Saturday. No exceptions.
- EXHIBITING HOURS
 - Must be open Saturday, May 6 @ 10:00am – 5:00pm
- TEAR-DOWN
 - Removal of exhibit material may not begin until Saturday, May 6 after 5:00pm. All booths must be cleared out by 7:00pm Saturday, May 6. The Bulleit Bourbon Derby DayClub is not responsible for any merchandise, material or equipment/rentals left behind.

*** NOTE: ALL DATES & TIMES ARE SUBJECT TO CHANGE. ***

Exhibitor Form Checklist to Fill Out and Sign

- Exhibitor Health and Safety Waiver Vendor Disclaimer
- Commercial Automobile Insurance Waiver (Sole Proprietors/Executive Officers/Partners)
 - Only be filled out if utilizing a vehicle on-site to unload exhibitor goods, equipment, inventory or merchandise.
- Worker's Compensation Waiver (Sole Proprietors/Executive Officers/Partners)
- Agreement to Exhibit (2 pages)
- Important Information Sheet

Certificate of Insurance (COI) for EACH of the Four (4) Entities Below

- The Bulleit Bourbon Derby DayClub
- Turf Paradise
- Scottsdale Polo Championships, LLC
- Rose+Allyn Public & Online Relations

Exhibitor Space & Pricing

The Exhibitor agrees to pay the event a non-refundable \$300 fee, which will include (1) 10'x10' shaded space (no sidewalls) within the event's main tent, (1) 8-foot table with black linen, (2) chairs and access to electricity (if requested at time of signing agreement). The Exhibitor is responsible for all signage, display items, equipment rentals and any other items used to animate the space.

BOOTH INFORMATION

Exhibitor Check-In

All Exhibitors must check-in before setting up to receive credentials, space assignment and other important information. No exceptions. Check-in will be located at the Box Office on-site Friday, May 5 from 12:00pm to 3:00pm or Saturday, May 6 from

Parking

Day-of parking and load-in/load-out details will be provided at a later date. Vehicles will be permitted to unload merchandise during and only during a designated timeframe and at a designated location. At no other time are vehicles allowed to be in the designated Loading Zone.

Electric and Equipment Rentals

All Exhibitors are responsible for providing their own extension cords/cables and power strip/s to access electrical service. All Exhibitors are responsible for ordering and paying for any equipment or display items they may need. Please note electrical needs where prompted on the Agreement To Exhibit page. Electricity will not be available day of event and must be requested at time of registration.

Tax, License and Permit

The City of Scottsdale and the State of Arizona Department of Revenue require a [Sales Tax License](#). The Inspector has asked that you file early to avoid any complication that may arise. If you already have these Sales Tax Permits, please have a copy available as proof. **All licenses must be paid for and obtained prior to move-in of the event on Friday, May 5, 2023.**

Sampling

NO food or beverage is allowed to be sampled on-site. Failure to comply will result in immediate ejection from the Event and forfeit payment.

Insurance (see additional pages for comprehensive details)

Exhibitors must provide proof of any and all insurance necessary to protect the Exhibitor and the following (4) entities: The Bulleit Bourbon Derby DayClub, Scottsdale Polo Championships, LLC; Rose+Allyn Public & Online Relations, LLC; Turf Paradise.

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Insurance

Exhibitors must provide proof of any and all insurance necessary to protect the Exhibitor and the following (4) entities must be named as “additional insured” on the Exhibitor’s policy, AND proof of this (in the form of a Certificate of Insurance (COI) for EACH (4) entities) MUST be submitted to Event by April 21, 2023. Addresses for each (4) entities (below) MUST be included on EACH Certificate of Insurance in the Certificate Holder space.

The Bulleit Bourbon Derby DayClub
7144 East Stetson Drive, Suite 400, Scottsdale, AZ 85251

Scottsdale Polo Championships, LLC
7144 East Stetson Drive, Suite 400, Scottsdale, AZ 85251

Rose + Allyn Public & Online Relations
7144 East Stetson Drive, Suite 400, Scottsdale, AZ 85251

Turf Paradise
1501 West Bell Road, Phoenix, AZ 85023

NOTE: If standard ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted.

EACH entity MUST receive a SEPARATE Certificate of Insurance showing EACH of the following types of insurance:

1. Occurrence form Commercial General Liability with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate.
2. Automobile Liability with a limit of \$1,000,000 each accident. You are only required to provide this if you plan to bring a vehicle onto the event site for set-up or tear-down. If you chose not to provide these certificates of insurance, please complete the Commercial Automobile Insurance Waiver in the following pages and return with your signed contract.
3. Statutory Workers’ Compensation and Employers Liability of not less than \$100,000 each accident, \$100,000 disease each employee and \$500,000 disease policy limit. You are only required to provide this if you have two or more full-time employees, per Arizona statute. If you chose not to provide these certificates of insurance, OR if you do not have more than two full-time employees, please complete the Worker’s Compensation Waiver in the following pages and return with your signed contract.
4. Licensee’s insurance as primary.

NOTE: EACH entity, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage, including Workers Compensation, against EACH entity. No policy shall be canceled or materially changed without (30) days advance written notice. Certificate not valid unless signed by authorized representative of insurance company.

We understand Insurance can be a complicated thing. We recommend forwarding this exact language to your insurance provider so they can assist and provide you with the correct documentation. If you are in need of an insurance provider, please let us know and we can put you in touch with our preferred provider.

Failure to comply with the above requirements will result in the loss of your space assignment. All monies are non-refundable.

Absolutely no subleasing of booth space. There will be no verbal solicitation outside of your rental space. No microphones allowed. No wholesale, discount, specials or sale signs and/or banners allowed. Exhibits not to exceed 8ft in height without approval from Exhibitor Management.

Exhibitor Health and Safety Waiver Vendor Disclaimer

I am a Sole Proprietor/Executive Officer/Partner, doing business as _____

_____.

I acknowledge that I am voluntarily attending the event, will adhere to social distancing policies, and assume all risks related to exposure to COVID-19. The Bulleit Bourbon Derby DayClub, Turf Paradise, and associated parties assume no risk.

In the event of poor weather or new government restrictions on Saturday, May 6th festivities will take place on TBD date. If poor weather or restrictions are present that day the event will take place on TBD date. If the TBD date also has poor weather or restrictions the event will take place the next day on Sunday. If that date also has inclement weather or restrictions, all ticket, sideline parking and table purchases shall be applied to the 2024 Bulleit Bourbon Derby DayClub. In the event it does not take place full refunds shall be provided.

All vendors/exhibitors assume all risks incident to the Bulleit Bourbon Derby DayClub or related events, including the risk of lost, stolen or damaged property or personal injury.

Vendor/Exhibitor admission may be refused or ejected in the sole discretion of Scottsdale Polo Championships, LLC. Scottsdale Polo Championships, LLC may refuse admission to, or eject, any vendor/exhibitor who is deemed to be disorderly, or who fails to comply with these terms or any and all security measures.

Signed: _____

Sole Proprietor/Executive Officer/Partner

Date

Print Name

***This section to only be filled out if utilizing a vehicle within the event site to unload exhibitor goods, equipment, inventory or merchandise. This form is not needed if you park in the parking lot ONLY**

Commercial Automobile Insurance Waiver Sole Proprietors/Executive Officers/Partners

I am a Sole Proprietor/Executive Officer/Partner, doing business as _____
_____.

I understand that if I have vehicles in my business name, I must maintain commercial automobile liability insurance per my agreement with the City of Scottsdale and/or Scottsdale Polo Championships, LLC.

Signed: _____

Sole Proprietor/Executive Officer/Partner

Date

Print Name

As proof of personal automobile insurance is required, please submit copies of insurance card(s) with completed form.

Worker's Compensation Waiver
Sole Proprietors/Executive Officers/Partners

I am a Sole Proprietor/Executive Officer/Partner, doing business as _____
_____.

I am not an employee of the City of Scottsdale or Scottsdale Polo Championships, LLC for Workers' Compensation purposes and, therefore, I, or any employees, am not entitled to Workers' Compensation benefits from the City of Scottsdale or Scottsdale Polo Championships, LLC. I understand if I have any employees working for me, I must maintain Workers' Compensation on Employees per Arizona Statutes.

Signed: _____

Sole Proprietor/Executive Officer/Partner

Date

Print Name

Agreement To Exhibit

Exhibitor Information

BUSINESS NAME _____ CONTACT/OWNER _____
ADDRESS _____ CITY/STATE/ZIP _____
PHONE _____ EMAIL _____ WEBSITE _____

ELECTRICAL SERVICE NEEDED (Not available day of event, must be requested at time of registration. All Exhibitors are responsible for providing their own extension cords/cables and power strip/s to access electrical service.) NO YES

DESCRIPTION OF **ALL** MERCHANDISE _____
YOU MUST SUBMIT A WRITTEN REQUEST TO EXHIBITION MANAGEMENT TO CHANGE/ADD MERCHANDISE/ MATERIAL TO ABOVE LIST.

Event & Payment Information

BOOTH COST _____ (\$300 per 10'x10' space.)

PROCESSING FEE _____ (\$10 if paying by credit card)

TOTAL _____

METHOD OF PAYMENT CHECK # _____ VISA MASTERCARD AMEX
Payable to Scottsdale Polo Championships

CARD # _____ CVV # _____ EXPIRATION DATE _____

BILLING ZIP CODE _____ BILLING ADDRESS _____

CARDHOLDER SIGNATURE _____
(SIGNATURE AUTHORIZES EVENT TO CHARGE TOTAL LISTED ABOVE)

There will be a \$50.00 charge for returned checks and for each declined credit card attempt.

Deposit & Payment Policy

This Agreement must be signed by a duly authorized agent of the Exhibitor with the balance due on 4/21/23. Failure to comply with the above payment schedule will result in loss of payments made to date and loss of exposition space. **NO REFUNDS.** BY EXECUTING THIS APPLICATION AND CONTRACT, THE EXHIBITOR AGREES TO ABIDE BY ALL OF THE TERMS, CONDITIONS, RULES AND REGULATIONS HEREOF GOVERNING THE 2023 BULLEIT BOURBON DERBY DAYCLUB AS DESCRIBED HEREON AND IN THE FOLLOWING PAGES OF THIS AGREEMENT. Please read all rules and regulations on following pages. Such rules and regulations are hereby expressly incorporated herein by reference and agreed to by Exhibitor.

Authorized Signature: _____ Date: _____

Title: _____

Accepted by: _____ (Exhibit Management Representative) Date: _____

Exhibitor Agreement for The Bentley Scottsdale Polo Championships

*** Required reading (2 pages) ***

1. Scottsdale Polo Championships, LLC reserves the right to reject any potential exhibitor for the Event.
2. Scottsdale Polo Championships, LLC reserves the right to choose certain sponsors for the Event. Accordingly, Scottsdale Polo Championships, LLC reserves the right to require exhibitors to sell product of selected sponsors chosen by Scottsdale Polo Championships, LLC. Additionally, Scottsdale Polo Championships, LLC has the right to require exhibitors to comply with all conditions and requirements set forth by the chosen sponsor.
3. **NON-REFUNDABLE FEE:** Except as expressly set forth herein to the contrary, no part of the Exhibit Space reservation fee or the balance paid for Exhibit Space shall be refunded should Exhibitor elect not to become an Exhibitor. This is applicable for any reason. No part of the rental fee assessed will be refunded in the event that Exhibitor does not use all of the Exhibit Space assigned, or in the event that Exhibitor only uses such space for part of the exhibit time.
4. **EXHIBITION HOURS:** Exhibitor shall identify themselves to Exhibition Management and maintain a responsible and betterments placed in or about the Assigned Space, belonging to Exhibitor or any person connected with, or claiming under or through Exhibitor. Exhibitor agrees to indemnify the owner or operator of the Exposition Facility, Exhibition Management, and their agents, officers and employees and save them harmless from all loss or claims, including reasonable attorney's fees and costs in defending a claim, arising, out of loss or damage to Exhibitor's property belonging to others. Exhibitor agrees to indemnify and hold harmless from and with respect to any and all claims, causes of action, liabilities, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of a person or animal visiting or using the Assigned Space; or for injury or damage to any property of the Exhibitor or any visitor situated in or about the Assigned Space, whether caused by fire, accident, vandalism, theft or other loss, and whether or not such loss, cost, liability or expense, was caused by the act, omission or negligence or otherwise of the owner or operator of the Exposition Facility, Exhibition Management, and their agents, officers, or employees.
5. **SPACE PLANS AND DESIGN:** The design and plans for the construction of all exhibits must be approved by Exhibition Management, and any plans or specifications for such design, decoration and/or construction not described in or attached to this form must be submitted to Exhibition Management for its approval at least thirty (30) days prior to the first Exhibit date. To the extent that the Exhibit is then existing, a photograph of the proposed Exhibit should be affixed to the form or otherwise submitted to Exhibition Management. Exhibition Management reserves the right to order changes in the design, decoration, and plans for the construction of any exhibit at any time before or during the Exposition if, in the opinion of Exhibition Management, such change is needed to maintain the good order, appearance and/or theme of the Exhibition. Exhibitor agrees to be solely responsible for any and all damages, costs or expenses associated with such changes and to indemnify and hold Exhibition Management harmless for any damages, and costs or expenses relating to such changes.
6. **LOST SHIPMENTS:** Neither Exhibition Management, nor the owner or operator of the Exposition facility shall be liable or otherwise responsible for lost shipments to or from the Exposition, or for any type of moving cost, including damages incurred in the course of moving.
7. **USE OF THE ASSIGNED SPACE:** **a.** Exhibitor must not obstruct the view of an adjoining Exhibitor's Assigned Space, nor permit Exhibitors exhibit to be placed or operated in any manner offensive or objectionable, in the opinion of the Exhibition Management, to the adjacent or surrounding exhibitors or to the Event as a whole. Booth not to exceed 10' in height. **b.** No sound systems, musical instruments, noise makers, loudspeakers, microphones or other sound amplification of broadcasting devices of any kind may be used without the prior written consent of the Exhibition Management. **c.** Exhibitor must have the written consent of the Exhibition Management to conduct a drawing, raffle or any other promotion of any kind where the ability to succeed is predicated on chance. **d.** No decorations, signs, banners, billboards, advertising matter, or other displays of any kind or character will be allowed in the aisles or public passageways or attached to the tents, walls or posts. **e.** Exhibitor may not display any sign offering wholesale, discount or sale prices. **f.** General distribution of brochures, pamphlets, leaflets, flyers, newspapers, magazines or other literature of promotional materials of any kind or character is strictly prohibited. Exhibitor may make advertising or promotional literature available to customers and invitees on counter space or otherwise within the Assigned Space upon specific request therefrom. Notwithstanding the foregoing, materials designed to be stuck to walls, car bumpers, etc. shall not be distributed by Exhibitor under any circumstances. Balloons, hats, tee-shirts and similar promotional or advertising materials bearing logos of the Exhibitor shall not be distributed free of charge to customer without prior written approval of the Exhibition Management. **g.** Solicitation of funds for any political, educational or charitable corporation or association or any other corporation, association, group, individual or cause of any kind or character is strictly prohibited. **h.** Exhibitor shall be responsible for the supervision, control and maintenance of the Assigned Space during the entire term for which the Assigned Space is reserved or used by Exhibitor. **i.** All property of Exhibitor is understood to remain in the Exhibitor's care, custody, and control in transit to or from within the confines of the Event Complex. **j.** The Assigned Space shall be returned to the Exhibition Management in original condition. Exhibitor is obligated to and agrees to pay promptly any and all damage to the Exposition facility, or to its equipment, which damage is caused by Exhibitor, its agents, invitees, or other visitors to the Assigned Space. **k.** Exhibitor will comply with the Rules and Regulations promulgated by Exhibition Management. Notice of the Rules and Regulations will be posted or given to Exhibitor.
8. **SAFETY RULES:** **a.** Exhibitor shall take all necessary precautions for the safety of Exhibitor's employees, invitees, agents and visitors and other exhibitors. Exhibitor shall take all reasonable steps to ensure that the Assigned Space complies with all applicable federal, state and municipal laws, building codes and ordinances in order to insure against accident or injury. **b.** All decorations made of paper, paper products, or cloth must be flameproof or flame retardant to the satisfaction of the Fire Marshall. **c.** No exhibits using open flame are permitted except as approved in writing by the Fire Marshall or his designate. **d.** Decorations around fire extinguishers, standpipes or exits must be placed so as not to interfere with the accessibility to, or view of, the same. **e.** No firearms or ammunition for firearms shall be allowed in and Assigned Space unless the Exhibitor is a licensed firearms dealer and the exhibit relates primarily to the sale of firearms. In such event, the Exhibitor shall be required to comply with all federal, state and local statutes or ordinance relating to the display and sale of such materials.

9. LIABILITY: Exhibitor agrees to use and occupy the Assigned Space at Exhibitor's own risk and hereby releases the Exhibition Management, its agents, officers, employees and invitees from all claims for any damage, loss or injury to persons or property to the full extent permitted by law occurring in or about the Assigned Space, including, but not limited to, damages resulting from the acts of other exhibitors, theft, vandalism, fire and other casualty damage or damage arising out of any defects in the premises. Exhibitor also assumes all risk of loss or damage to Exhibitor's property. Exhibitor assumes the risk that loss or damage to Exhibitor property or to the Assigned Space may result in loss of income, profits or good will to the business of Exhibitor or other persons interested in Exhibitor's property. Exhibitor releases and holds the owner or operator of the Exposition Facility, Exposition Management, and their agents, officers, and employees harmless from liability for these losses or damage, accept if arising out of gross negligence or willful misconduct. Exhibitor's property includes all goods, equipment, inventory, merchandise, records and other personal property and all fixtures, improvements and betterments placed in or about the Assigned Space, belonging to Exhibitor or any person connected with, or claiming under or through Exhibitor. Exhibitor agrees to indemnify the owner or operator of the Exposition Facility, Exhibition Management, and their agents, officers and employees and save them harmless from all loss or claims, including reasonable attorney's fees and costs in defending a claim, arising, out of loss or damage to Exhibitor's property belonging to others. Exhibitor agrees to indemnify and hold harmless from and with respect to any and all claims, causes of action, liabilities, losses, costs, damages or expenses resulting or arising from any and all injuries to or death of a person or animal visiting or using the Assigned Space; or for injury or damage to any property of the Exhibitor or any visitor situated in or about the Assigned Space, whether caused by fire, accident, vandalism, theft or other loss, and whether or not such loss, cost, liability or expense, was caused by the act, omission or negligence or otherwise of the owner or operator of the Exposition Facility, Exhibition Management, and their agents, officers, or employees.

10. TAXES. All sales taxes, FICA and other taxes arising out of or in connection with Exhibitor's use of the Assigned Space are the sole responsibility of the Exhibitor and Exhibitor hereby indemnify and holds Exhibition Management harmless for and with respect to any and all such liabilities.

11. COMPLIANCE WITH LAWS. Exhibitor, his agents, employees, invitees and guests shall comply with all rules, regulations, and requirements of local and Fire Marshall, the Health Department, or any governmental entity having jurisdiction over the Exhibition. The Exhibitor may be required, at the Exhibition Management's option, to immediately cease its operations and vacate the Assigned Space if Exhibitor's exhibit, operation thereof, or the conduct of his agents, employees, invitees, or guests should be found to be in violation of any such rules, regulations, or requirements.

12. EVENT CANCELLATION/CURTAILMENT. It is agreed that if Exhibition Management in its sole discretion, deems that circumstances have arisen which dictate cancellation of the Exposition prior to the commencement of the Event, Exhibitor's sole right and remedy shall be the refund of all exhibit space reservation and rental fees paid by Exhibitor. Should Exhibition Management curtail the Event after its commencement, then Exhibitor's sole right and remedy shall be the refund of a prorated portion of the rental fee, based upon the number of full days eliminated from the Event as a ratio of the total days originally scheduled.

13. PROVISIONS AND DISPUTES. Each provision of the Application and Agreement is declared to be severable from every other provision. If any provision is held invalid, such invalidity shall not affect any other provision and all other provisions shall remain in full force and effect as if the invalid provision had not been included herein. All matters or disputes not covered by this Agreement shall be resolved by Exhibition Management. In the event of any dispute regarding the implementation of this Agreement, Exhibitor agrees to abide by the resolution, decision or ruling adopted by exhibition management.

14. LEGAL FEES AND COSTS. In the event that Exhibition Management is involved in any legal action in which it seeks to enforce any of the terms and provisions of this Agreement, Exhibition Management shall be entitled to recover all of its reasonable costs and expenses, including costs collection and attorney's fees. In the event that any action is filed in relation to this agreement, Exhibition Management and Exhibitor agree such an action shall be brought only in the courts in and for the State of Arizona, County of Maricopa, and/or the City of Scottsdale.

15. HEALTH AND SAFETY. Exhibitor, his agents, employees, invitees and guests shall comply with all rules, regulations, and requirements by CDC guidelines. All exhibitors, his agents and employees are voluntarily attending the event, will adhere by social distancing policies, and assume all risks related to exposure of COVID-19. The Scottsdale Polo Championships, LLC, Turf Paradise and associated parties assume no risk. Admission may be refused or ejected in the sole discretion of Scottsdale Polo Championships, LLC.

16. MISCELLANEOUS. This Application and Agreement: **a.** Contains the entire Agreement between the parties regarding the subject matter discussed herein; **b.** May not be modified in any manner, nor may any rights herein be waived accept by an instrument in writing signed by the party to be charged in such modification or waiver; **c.** Shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; **d.** Shall be construed in accordance with and governed by the laws of the State of Arizona.

I have read the above information and agree to abide by these guidelines.

(Signature of Commercial Exhibitor)

(Date)

Please return this contract, Certificate of Insurance and Payment Information **NO LATER THAN APRIL 21, 2023 to:**

Scottsdale Polo Championships, LLC
Attn: Exhibition Management
7144 East Stetson Drive, Suite 400
Scottsdale, AZ 85251
OR Info@ThePoloParty.com