



ASSUMPTION OF RISK AGREEMENT AND VENDOR PARTICIPANT WAIVER

READ BEFORE SIGNING

Participant Name: _____

<input type="checkbox"/> Vendor
<input type="checkbox"/> Announcer/Talent

In consideration of being allowed to be a vendor, announcer, or talent/entertainment in The 2023 Bentley Scottsdale Polo Championships program, and all related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of serious injury to me and damage to my property from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my presence or participation.
3. I hereby acknowledge that the terms and conditions for presence or participation have been presented to me and I willingly agree to comply with those terms and conditions for participation. If I observe an unusual or significant hazard during my presence or participation, I will remove myself from presence or participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on the behalf of my heirs, assigns, personal representative and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE SCOTTSDALE POLO CHAMPIONSHIPS, LLC., THE BENTLEY SCOTTSDALE POLO CHAMPIONSHIPS, ROSE+ALLYN PUBLIC AND ONLINE RELATIONS, CITY OF SCOTTSDALE, WESTWORLD OF SCOTTSDALE, THE U.S. BUREAU OF RECLAMATION, their officers, managers, members, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses and liability arising out of or related to any INJURY, DISABILITY OR DEATH I and/or any employees, staffers, or other personnel participating in the event may suffer, or loss or damage to property I am subject to for any reason arising out of or related to my having accessed or participated in the herein contemplated events, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby grant THE SCOTTSDALE POLO CHAMPIONSHIPS, LLC, their officers, managers, members, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), permission to use my likeness in photography, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature Age Date

X _____
Company (if applicable) Emergency Phone Number(s)

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF PARTICIPATION) This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
Parent's/Guardian's Signature Age Date

Emergency Phone Number(s)

*** Please list any medications, allergies or medical conditions: _____



Event Details

The Polo Party hosts top players from around the world.
2023 players & teams to be announced.

Variety of ticket, table, tent, tailgating, vendor and sponsorship opportunities available.

Exhibitor Information

Set-Up

Friday, November 3 @ **12:00pm - 3:00pm**

*** ALL Exhibitors MUST **check-in** during this time. NO exceptions, regardless of what your set-up/display requirements are. Any Exhibitor who does not check-in during this time will lose Exhibiting space and forfeit payment.

Saturday, November 4 @ **7:30am – 9:00am**

*** This is for last-minute set-up ONLY. Exhibitors who did not check-in during allotted time on Friday will NOT be allowed to set-up.

All Displays must be completed and all equipment moved-in/vehicles cleared out by 9:00am Saturday.

Exhibiting Hours

Must be open Saturday, November 4 @ **10:00am – 5:00pm**

Tear-Down

Removal of exhibit material may not begin until Saturday, November 4 after 5:00pm. All booths must be cleared out by 7:00pm Saturday, November 4. Security will be provided Friday night to Saturday evening only. Exhibitors are responsible for all personal and rental items, the safe return of all equipment/rentals and any outgoing shipments. Scottsdale Polo Championships is not responsible for any merchandise, material or equipment/rentals left behind.

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

Exhibitor Perks

- * Event GA admission tickets (2 per space).
- * Maintenance of general walking areas and aisles.



Exhibitor Space & Pricing

The Exhibitor agrees to pay the event a non-refundable **\$450** fee, which will include (1) shaded 10'x10' space (no sidewalls), (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 on-site Friday, November 4 from **12:00pm to 3:00pm**.

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.

Exhibitor Passes

Each Exhibitor will receive (2) GA admission tickets, per 10'x10' space purchased.

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, November 4, 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: Scottsdale Polo Championships, LLC; Rose+Allyn Public & Online Relations, LLC; the Bureau of Reclamation; the City of Scottsdale.



Insurance

Exhibitors/Sponsors/Partners must provide proof of any and all insurance necessary to protect the Exhibitor/Sponsor/Partner and the following (5) entities: Scottsdale Polo Championships, LLC; The Bentley Scottsdale Polo Championships; Rose+Allyn Public & Online Relations, LLC; the Bureau of Reclamation; the City of Scottsdale.

All (5) entities must be named as “additional insured” on the Exhibitor’s/Sponsor’s/Partner’s policy, AND proof of this (in the form of a Certificate of Insurance (COI) for EACH (5) entities) MUST be submitted to Event by October 21, 2023. Addresses for each (5) entities (below) MUST be included on EACH Certificate of Insurance in the Certificate Holder space.

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

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

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

Bureau of Reclamation 6150 West Thunderbird Road, Glendale, AZ 85306

City of Scottsdale 16601 North Pima Road, Scottsdale, AZ 85260

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.
5. A Waiver of Subrogation in favor of each entity. *Should insurance carrier be unable to provide waiver, it must be noted on certificate.*

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 and waive rights of recovery (subrogation), 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.

Any Exhibitor/Sponsor/Partner who has not submitted this documentation by October 21, 2023 will not be allowed to exhibit or activate on-site.

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, Scottsdale Polo Championships.

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 and assume all risks related to exposure to COVID-19. The Scottsdale Polo Championships, WestWorld of Scottsdale, City of Scottsdale and associated parties assume no risk.

In the event of poor weather on Saturday, November 4th, festivities will take place on Sunday, November 5th. 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 Fall 2024 Bentley Scottsdale Polo Championships. In the event it does not take place full refunds shall be provided.

All vendors/exhibitors assume all risks incident to the Bentley Scottsdale Polo Championships 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: _____

Date

Sole Proprietor/Executive Officer/Partner

Print Name



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 _____ MOBILE _____ FAX _____

EMAIL _____ WEBSITE _____

ELECTRICAL SERVICE NEEDED (not available day of event, must be requested at time of registration)

NO YES (list needs here) _____

TYPE OF EXHIBIT (DESCRIPTION OF ALL MERCHANDISE AND EXHIBIT PHOTO) _____

YOU MUST SUBMIT A WRITTEN REQUEST TO EXHIBITION MANAGEMENT TO CHANGE/ADD MERCHANDISE/ MATERIAL TO ABOVE LIST.

Event & Payment Information

BOOTH SIZE _____ (Booths not to exceed 10' in height. Absolutely no overflow into aisles or fire lanes allowed. Sold in 10' increments.)

BOOTH COST _____ (\$450 per 10'x10' space) (Add an additional \$20.00 if paying with credit card.)

METHOD OF PAYMENT AND AMOUNT (Select payment method, and complete amount/s below.)

PAYMENT IN FULL _____ DEPOSIT _____ (50% required upon confirmation. Balance due 11/1/2023.)

CHECK NUMBER _____ (Payable to Scottsdale Polo Championships.)

CREDIT CARD AUTHORIZATION VISA MASTERCARD AMEX

CARD # _____ CVV # _____

EXPIRATION DATE _____ BILLING ZIP CODE _____

CARDHOLDER NAME _____

CARDHOLDER SIGNATURE _____

(SIGNATURE AUTHORIZES EVENT TO CHARGE DEPOSIT UPON CONTRACT RECEIPT, AND BALANCE DUE ON 11/1/2023.)

THERE WILL BE A \$50.00 CHARGE FOR RETURNED CHECKS AND FOR EACH DECLINED CREDIT CARD ATTEMPT.

FOR OFFICE USE ONLY	
Date Received _____	Received
Amount _____	Initials
Recipient's _____	Due
Balance _____	



Deposit & Payment Policy

This Agreement must be signed by a duly authorized agent of the Exhibitor and accompanied by an initial deposit of 50% of the total payment due upon confirmation, with the balance due on 10/15/2023. 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 BENTLEY SCOTTSDALE POLO CHAMPIONSHIPS** 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: _____

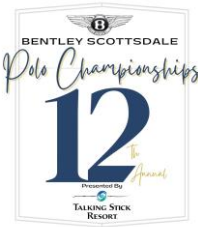
Accepted by: _____ (Exhibit Management Representative) Date: _____

Please return this contract, proof of Insurance and Payment Information to:

**Scottsdale Polo Championships
Attn: Exhibition Management
7144 East Stetson Drive, Suite 400
Scottsdale, AZ 85251**

OR

**Info@ThePoloParty.com
NO LATER THAN OCTOBER 27, 2023**



Exhibitor Agreement for The Bentley Scottsdale Polo Championships

*** This is a mandatory reading. (3 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. **SPACE ASSIGNMENT:** Exhibition Management cannot guarantee that it will assign Exhibitor the exhibit space includes all goods, equipment, inventory, merchandise, records and other personal property and all fixtures, improvements requested or promised. Exhibitor agrees to accept the exhibit space assigned by the Exhibition Management regardless of the date Exhibitor's application is received. Exhibitor further agrees to accept reassignment of exhibit space at any time before or during the Event in the event that Exhibition Management, at its sole and complete discretion, deems such reassignment necessary or advisable for any reason whatsoever. Exhibitor agrees to bear all costs and expenses associated with respect to any such relocation or reassignment and to indemnify and hold Exhibition Management harmless for all such damages, costs or expenses.
4. **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.
5. **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.
6. **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.
7. **SET-UP:** Exhibitor must have completed the set up and construction of its Assigned Space by the specified time and date. Failure to be set up by the designated time and date, will cause Exhibitor to lose its reserved place and forfeit the Assigned Space, and any reservation and rental fees then paid in connection therewith. If an exhibit fails to arrive timely for set up, Exhibitor is nevertheless responsible for the payment of all exhibit space reservation and rental fees.
8. **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.
9. **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 8' 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.

10. 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.

11. REMOVAL OF EXHIBITS BY THE EXHIBITION MANAGEMENT: Exhibition Management reserves the right to prohibit, close, and remove any exhibit which, in the Exhibition Management's sole opinion and judgment (i) detracts from the general character of the Event; (ii) engages in business or activities substantially different from those represented to Exhibitor Management in connection with this Application or is not otherwise in keeping with the tradition or character of the Event; (iii) engages in false or deceptive business practices during the Event; or (iv) is otherwise in violation of any of the Rules and Regulations established by Exhibition Management. If an exhibit is prohibited under the terms of this paragraph, Exhibition Management shall have the right, but not the obligation, to remove the exhibit or any other property of the Exhibitor situated within or about the Assigned Space with or without notice to Exhibitor. Any such removal shall be at Exhibitor's sole cost and expense, and Exhibitor shall immediately reimburse Exhibition Management for all such cost and expense incurred by Exhibition Management and to indemnify and hold exhibition Management harmless from and with respect to any damages, cost or liabilities related to such removal. In the event of removal of an exhibit pursuant to this paragraph, Exhibitor shall not be entitled to any refund or monies paid to Exhibition Management but shall forfeit all such payments.

12. DISMANTLING OF EXHIBITS: Exhibitor shall not dismantle or remove any portion of an exhibit, or any equipment or property associated with an exhibit, earlier than one hour after the close of the Event. The Exhibitor's exhibit and all other property of the Exhibitor must be removed from the premises within (2) hours after the close of the show, unless otherwise agreed to in writing by Exhibition Management. In the event Exhibitor fails to vacate the Assigned Space within the allotted time, Exhibition Management may, and is hereby authorized by Exhibitor to be Exhibitor's agent to, remove or cause to remove the exhibit and all property of Exhibitor situated in or about the Assigned Space, and to store the same at the sole cost and expense of Exhibitor. The Exhibitor shall hold harmless Exhibition Management for any cost or liability incurred in connection with such removal.

13. 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.

14. INSURANCE: Exhibitor shall be required to obtain and maintain at Exhibitor's sole cost and accept in full force and effect throughout the term of the Event the following policies insurance: **a. Worker's Compensation Insurance.** Worker's Compensation and Employer's Liability insurance as required by applicable State Law for all of Exhibitor's employees in any way involved with the exhibit. **b. General Liability Insurance.** Exhibitor shall maintain a broad form policy of comprehensive general liability insurance insuring owner and operator of the Exposition Facility, Exhibition Management, and Exhibitor against liability arising out of the use, occupancy or maintenance of the Assigned Space. The insurance will be for not less than \$1,000,000 each occurrence personal injury and property damage, \$2,000,000 general aggregate personal injury and property damage for all exhibitors including food vendors. The amount of the insurance will not limit the liability of the Exhibitor. The policy will contain cross-liability endorsements, if applicable, and will insure Exhibitor's performance of the indemnity provisions set forth in the Agreement. Coverages shall include: (i) Premises/Operations; (ii) Contingent Liability for Subcontractors; (iii) Product/Completed Operations; (iv) Personal and Advertising Injury; (v) Contractual Liability to insure the Indemnification (hold-harmless clauses contain in this Agreement). **c. Casualty Insurance.** Exhibitor will maintain fire, legal liability insurance including damage by fire, sprinkle damage, vandalism, malicious mischief and all perils customarily covered under extended coverage endorsements. Such insurance shall be in an amount equal to the replacement cost of any physical structure in which the Exhibit is located as well as all alterations, changes, decorations, additions, fixtures, equipment, furnishings, improvements and contents made there which are part of the Exhibit or which are placed within the Assigned Space. **d. Automobile Liability Insurance.** Exhibitor will maintain comprehensive automobile liability insurance for not less than \$1,000,000 combined single limit personal injury and property damage limits of liability, and providing coverage on all owned, non/owned, and hired automobiles of the Exhibitor. Exhibitor agrees to notify each insurance carrier of Exhibitor's assumption of risk, release and indemnification stated of. *If Exhibitor fails to maintain any of the required insurance, Exhibition Management may, but is not obligated to, maintain the insurance at Exhibitor's sole cost and expense. Each insurance policy shall expressly provide that it is not subject to invalidation of the Exhibition Management's interest by reason of any act or omission on the part of the Exhibitor. *Insurance will be with responsible carriers acceptable to Exhibition Management, and shall list each of the following as primary insured: (1) Scottsdale Polo Championships, LLC; (2) The Bentley Scottsdale Polo Championships; (3) Rose+Moser+Allyn Public & Online Relations; (4) the City of Scottsdale; (5) the U.S. Bureau of Reclamation. All (5) must be named as "additional insured" on the Exhibitor's policy, AND proof of this (in the form of a Certificate of Insurance) MUST be included with signed contract or final payment. Any Exhibitor who has not submitted this documentation by October 15, 2023 will not be allowed to exhibit on-site. * Exhibitor will deliver to Exhibition Management certified copies of the policies of insurance or certificates evidencing the existence and the amounts of the insurance showing that the above insurance is in force and stating policy numbers, dates of expiration, limits of liability, and coverages thereunder by October 15, 2023. No policy shall be cancellable or subject to reduction of coverage or other modification except after 10 days prior written notice to Exhibition Management. Exhibitor shall, at least three (3) days prior to the expiration of the policies, furnish Exhibition Management with renewals or "Binders" for the policies, or Exhibition Management may order the required insurance and charge the cost thereof to Exhibitor. All policies shall name Exhibition Management and Exhibitor, as co-insurers. All policies maintained by Exhibitor shall be written as primary policies, not contribution with and not in excess of coverage which Exhibition Management may carry. All such policies shall contain a provision that Exhibition Management, although named as an insured, shall nevertheless be entitled to recover under such policies for any loss occasioned to it, its officers, agents, and employees by reason of the negligence of Exhibitor. * Exhibitor will not do anything or permit anything to be done or any hazardous condition to exist which shall invalidate or cause the cancellation of the insurance policies carried by Exhibitor, Exhibition Management, or the owner or the operator of the Exposition Facility. *Exhibitor releases the Exhibition Management party from any and all liability or responsibility for loss or damage to property resulting from causes insured against, even if such casualty has been caused by the fault or negligence of Exhibition Management.



15. NO ASSIGNMENT OR SUBLETTING. Exhibitor shall have no right to assign, sublease, subcontract or share all or any portion of the Assigned Space. Such arrangements are absolutely prohibited and shall be deemed null and void.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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, WestWorld of Scottsdale, City of Scottsdale and associated parties assume no risk. Admission may be refused or ejected in the sole discretion of Scottsdale Polo Championships, LLC. Scottsdale Polo Championships, LLC may refused admission to, or eject any exhibitor who is deemed to be disorderly, or who fails to comply with these terms or any and all security/safety measures.

22. 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 reviewed the required readings and agree to abide by all policies and procedures

INITIAL

*** This form must be signed and returned with your agreement to exhibit. ***