



319 Main Street
Saugerties, New York 12477
845.246.8833
Fax 845.246.6371
www.HitsShows.com

2009 HITS DESERT CIRCUIT VENDOR APPLICATION

TERMS AND CONDITIONS

Our policy is to accept Vendors as space permits, while limiting the number of Vendors with similar wares. Vendors of souvenir items displaying the HITS logo or verbiage, official or unofficial, shall require prior written approval by HITS. Vendors of food or beverage will be excluded. Priority will be given to Vendors attending the entire circuit. Vendors will be notified of space availability. HITS reserves the right to reject any application for any reason whatsoever. No specific Vendor location or "space" can be guaranteed.

In the event that your application is not accepted, your deposit will be fully refunded. Deposit of an applicant's check does not guarantee their acceptance as a HITS Vendor.

If you are identified as a potential Vendor and you subsequently satisfy the requirements set forth below, your deposit will be treated as a non-refundable deposit to be applied toward the total amount due to HITS. Please be advised that your application does not constitute a contract with HITS until each of the following two requirements is satisfied: (1) HITS notifies you in writing that you have been identified as a potential Vendor, and (2) you satisfactorily provide copies of the requisite insurance certificates and business licenses set forth below.

In the event that you are identified as a potential Vendor, you will be required to provide HITS each of the following:

- (1) A certificate of insurance evidencing a policy of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) aggregate in Combined Single Limit Bodily Injury and Property Damage insurance, including products/completed operations naming HITS Holding Corporation and HITS, Inc., doing business in California as HITS Thermal Desert Circuit, Inc. A certificate of insurance for Workers' Compensation and Employment Liability in the amount of no less than One Hundred Thousand Dollars (\$100,000.00) per occurrence.

And

- (2) A photocopy of your California State Certificate of Authority to Collect Sales Tax, which serves as evidence that you have met the sales and use tax registration requirements for that jurisdiction and that you are authorized to collect and remit tax as required by law.

If HITS notifies you in writing that you have been identified as a potential Vendor, you will be forwarded complete information regarding these requirements, including instructions. Failure to satisfy these requirements prior to your arrival will (a) preclude you from entering into a contract with HITS irrespective of the fact that you were identified as a potential Vendor; and (b) result in the forfeiture of your deposit.

PAYMENT

- A non-refundable deposit equal to two weeks of Basic Rent (see 2009 Thermal Desert Circuit Vendor Application) is required with your application.
- Your entire circuit balance is to be paid in full upon arrival.
- All applications received without deposit will be returned.
- Please make checks payable to **HITS, Inc.**
- There will be a **consecutive two week** minimum requirement for attending the shows.

MAIL SERVICE

Incoming mail can be delivered to the horse show. HITS is not responsible for loss after package is delivered.



2009 HITS DESERT CIRCUIT VENDOR APPLICATION

Business Name: _____

Owner/Representative: _____

Address: _____

City/State/Zip: _____

Phone 1: _____ Phone 2: _____

Fax: _____ E-Mail: _____

Description of Business: _____

SHOW DATES

*Please Check Applicable Weeks
(Minimum of Two Weeks)*

- DC I**
January 20 - 25
- DC II**
January 27 – February 1
- DC III**
February 3 - 8
- DC IV**
February 17 - 22
- DC V**
February 24 – March 1
- DC VI**
March 3 - 8
- DC VII**
March 10 - 15
- DC VIII**
March 17 - 22

VENDOR SPACE

*Please Check Applicable Space Requirements
(Space over 35' must be privately arranged)*

- Regular Vendor Space - \$1000 per week***
A regular vendor space is for any type of vendor that is not a Tack store. Space allowed is up to 35'.
- Tack Store Vendor Space - \$2000 per week***
Space allowed is up to 45'

*** Payment:**

A deposit equal to two weeks of rent is required with your application. The remainder of your balance for the entire circuit is to be paid in full prior to set up. No Exceptions.

**** 2009 Buy six, receive eight:**

If you wish to sign up for the entire circuit of DC I – VIII, you will receive a discounted rate at the price of only six weeks. You must attend all eight weeks for this to apply. Any other arrangement will be charged per week.

SPACE REQUIREMENTS

Please check one of the following:

- I have my own mobile unit*
- I have my own tent*

Please describe your space requirements:

Set Up: Between Mondays at 12 noon and Tuesdays at 5 pm. **Take Down:** Ending Mondays at 12 noon.



RV SPACE

If your Mobile Unit is used as a Vendor Site and Living Quarters or if you require a separate RV hookup, you must pay the RV fees. Once ordered, RV fees are non-refundable. **SPACE IS LIMITED** – contact our office for availability. *Please check the following:*

- \$350.00** per week **X** _____ weeks = \$ _____
 \$1800.00 Circuit RV (DC I – DC VIII) = \$ **1800.00**

 Vendor Site / Living Quarters

OR

Separate RV Space

(Please contact our office for availability)

UTILITIES

Electrical Service: 20 amp/110 volt service provided. Additional service charged on a cost basis and must be arranged prior to arrival.

Phone Service: A \$50 fee will be charged to hook-up a phone line. Service must be arranged through the telephone company in advance. Call us for information.

AGREEMENT

I have read the Terms and Conditions of this Vendor application and **BY SIGNING BELOW, I AGREE** to be bound by all Terms and Conditions of this Vendor application, and further agree to indemnify and hold harmless, HITS, HITS' affiliates, its officers, directors, employees, and agents from all costs, liabilities, attorneys' fees, judgments, and expenses incurred because of or arising out of any claim, assertion, or legal proceeding concerning my obligations under this contract and from any and all claims for injury or loss suffered during or in conjunction with any of the horses shows during which I will be a Vendor and for any and all claims arising out of HITS' management of those shows.

X _____

Signature of Owner/Representative

Date

OFFICE USE ONLY

Insurance

Business License

HITS NOW ACCEPTS VISA & MASTERCARD FOR PAYMENTS

To use your Visa or MasterCard to pay for amounts due with application such as deposit, and remaining balance, please complete the form below and send with your application. **PLEASE NOTE:** This form must be filled out completely. All fields are required in order to process payment. Incomplete forms may cause application to be rejected.

Amount due
with contract

\$

Office Use only

Name on Card (exactly as it appears)

Billing Address of Card

City

State

Zip Code

[] Visa [] MC

Card #

Expires MM/YY

I authorize HITS, Inc. to charge my card for all amounts due HITS, Inc. with respect to the enclosed contract.

X _____

Signature

Date

Phone

Email