

**Cedar Park Rodeo Returns to H-E-B Center at Cedar Park
August 17-18, 2018**

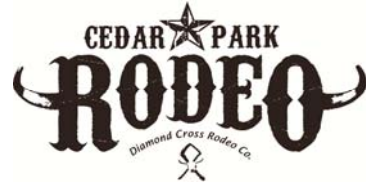
Dear Commercial Exhibitor,

H-E-B Center at Cedar Park invites all commercial exhibitors to join us for the 2018 Cedar Park Rodeo on August 17-18! Get ready for two evenings of professional rodeo events including bare back riding, saddle bronc riding, bull riding, calf roping, steer wrestling, girls barrel racing, girls breakaway roping, team roping, and mutton busting. You will not want to miss these two days of action packed family entertainment! Cedar Park Rodeo is sanctioned by the Cowboys Pro Rodeo Association (CPRA).

Booth vendor applications (non-food) are being accepted for a concourse showcase during both days of the event. Limited spaces are available and will be booked on a first-come, first-serve basis. Please see the attached Vendor Application for pricing details.

To apply, please complete the Vendor Application and Release of Liability; then return to rmiller@texasstars.com. **Deadline for applications is July 27, 2018.** If you have questions about applications, sponsorship or group tickets, please email or call one of the sales reps listed below:

Rebecca Miller	rmiller@texasstars.com	512-600-5192	Booth/Sponsorship
Taylor Cargile	tcargile@hebcenter.com	512-600-5013	Group Tickets



CEDAR PARK RODEO | AUGUST 17-18, 2018

APPLICATION FOR COMMERCIAL EXHIBIT BOOTH

Application deadline: Friday, July 27, 2018.

Complete Vendor Application and Release, then return both documents with payment. Once the application has been approved, you will be assigned a location and receive an email confirmation with receipt for payment.

Exhibitor Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Telephone Number: _____

Product(s) being sold *please note, **food vendors will not be accepted:**

Will you need an outlet for your space? Yes No Additional \$25 for Electric

SPACES AVAILABLE & COST PER SPACE:

Single date: \$300 August 17th August 18th (mark "X" on selected date)

Two (2) days of Rodeo: \$500 6:30 – 10 PM both days

H-E-B Center at Cedar Park
Attn: Corporate Sponsorship
2100 Avenue of the Stars
Cedar Park, TX 78613

Space cost \$ _____

Balance \$ _____

NOTE: Balance must be paid for application to be accepted.

PAYMENT

Circle one: MC Visa Amex Disc Other

Card Holder Name: _____ Card Number: _____

Expiration date: _____ Security Code: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
INDEMNIFICATION, AND ARBITRATION AGREEMENT
(The "Release")**

NOTICE: By signing this document you may be waiving certain legal rights, including the right to sue.

In consideration of being allowed to participate in the **Cedar Park Rodeo**, held on August 17-18, 2018 or other programs (the "Rodeo") at **H-E-B Center** (the "Center"), Vendor does hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against SMG, Texas Stars, Limited Partnership, H-E-B, the City of Cedar Park, and each of their respective affiliates, owners, employees, agents, volunteers, and participants (collectively, "Releasees") arising out of the Vendor's participation in the Rodeo and/or the use of any equipment provided by the Rodeo and/or Releasees (the "Equipment"). Vendor specifically understands that they are releasing any and all claims that arise or may arise from any **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of the Center and/or the Releasees.
- 2) **TO ASSUME ALL RISKS** of participating in the Rodeo and using the Equipment, even those caused by the **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of Center and/or the Releasees. Vendor understands and accepts the risks of participating in the Rodeo and using the Equipment may be both foreseen and unforeseen and may include serious physical injury and/or death and other personal and property damages. Vendor understands that Vendor is obligated to follow the rules of the Rodeo, Center and any other rules of SMG, and that Vendor has a duty to minimize risk of injury through the exercise of common sense and by being aware of surroundings;
- 3) **TO RELEASE** Center and/or the Releasees from all liability for any loss, damage, injury, death, or expense that Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of his/her participation in the Rodeo and/or use of the Equipment, even those caused by the **NEGLIGENT** or **BREACH OF CONTRACT** acts or conduct of the Center and/or the Releasees; and
- 4) **TO INDEMNIFY** Center and the Releasees from all liability for any loss, damage, injury, death, or expense that Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of participation in Rodeo and/or use of the Equipment.
- 5) **TO PERMIT** the placement of his/her name and/ or photo on the Texas Stars' website or Center's website, and on other promotional materials. Vendor waives all potential claims and liabilities against the Releasees, relating in any way to the collection, use and disclosure of any of personally identifiable information on the internet, including compliance with the Federal Trade Commission's Children's Online Privacy Protection Act (COPPA) or any state or federal law or regulation, if applicable.
- 6) **ARBITRATION**. In further consideration of being allowed to participate in the Rodeo and/or to use the Equipment at Center, Vendor hereby agrees to submit any dispute arising from such participation to binding arbitration pursuant to American Arbitration Association ("AAA") rules. Each party shall pay its own costs. Arbitration shall be commenced within one (1) year after the date on which any alleged claim first arose. The arbitration proceeding shall proceed exclusively in Williamson County, Texas, shall be governed by the Federal Rules of Evidence, and all parties agree to establish a reasonable and appropriate discovery schedule under AAA rules to expeditiously resolve this matter. Any court of competent jurisdiction may enforce the arbitration award.
- 7) **EVENT RULES**. Vendor agrees to abide by the rules and regulations set forth in the Vendor Application and herein before, during, and after the Rodeo, and by other reasonable rules considered necessary by SMG and Center. Additionally, it is agreed that Vendor shall abide by any and all agreements made by and between SMG and the owner of Center and any and all rules of Center. SMG shall have the sole authority to interpret and enforce all rules and regulations included herein, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of the Rodeo.
- 8) **TAXES**. Vendor understands and agrees that Vendor is responsible for all applicable sales tax or any other taxes applicable to Vendor's retail activity, all appropriate licensing, and transportation of retail product(s) to and from Center. No deliveries will be accepted by Center prior to the move-in time set by Center on the Rodeo date. Vendors are solely responsible for their retail needs and obligations including but not limited to their own cash banks, credit card processing and customer service. Vendor assumes full responsibility and liability for all work and services performed by Vendor while at Center and while participating in the Rodeo. If Vendor wishes to sell food products, Vendor must, and by signing below expressly agrees to, work with Center's concessionaire, RS3, to secure the appropriate license and authorizations necessary to sell food in Center.
- 9) **ENTIRE AGREEMENT**. In entering into this Agreement, Vendor is not relying upon on any oral or written representations other than what is set forth in this Agreement. This Agreement, along with the corresponding Vendor Application is the complete and final record pertaining to Vendor's participation in, association with, and involvement of any type in the aforementioned Rodeo. As such, any and all oral, written, or implied agreements in relation to Vendor's participation are inapplicable.
- 10) **SEVERABILITY**. The invalidity of any provision of this Agreement or Vendor Application shall not affect the enforceability or effectiveness of any other provision. If any provision of this Agreement or Vendor Application shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.
- 11) **BINDING EFFECT**. In the event of Vendor's death or incapacity, this Agreement shall be effective and binding upon Vendor's heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.



Vendor Name: _____ Date: _____

Vendor Signature: _____

Title: _____