



**Cedar Park Rodeo presented by Bud Light
Returns to H-E-B Center at Cedar Park August 12-13, 2022**

Dear Commercial Exhibitor,

H-E-B Center at Cedar Park invites all commercial exhibitors to join us for the Cedar Park Rodeo presented by Bud Light on August 12-13, 2022. 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, teamroping, frisbee dogs and mutton busting. You will not want to miss these two days of action packed family entertainment! Cedar Park Rodeo presented by Bud Light 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 and return to events@hebcenter.com. **Deadline for applications is July 29, 2022.**

Thank you for your interest!
H-E-B Center at Cedar Park



CEDAR PARK RODEO PRESENTED BY BUD LIGHT | AUGUST 12-13, 2022

APPLICATION FOR COMMERCIAL EXHIBIT BOOTH

Application deadline: July 29, 2022

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: \$350 August 12th August 13th (mark "X" on selected date)

Two (2) days of Rodeo: \$600 6:30 – 10 PM both days

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

Space cost \$ _____
Balance \$ _____
NOTE: Balance must be paid for application to be accepted. All applicants will be invoiced via the email address provided.

**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 Cedar Park Rodeo presented by Bud Light, held in August 2022 or other programs ("Festival") at **H-E-B Center at Cedar Park** (the "HEBC"), the 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 HEBC and/or Texas Stars, Limited Partnership ("TS"), the owner of HEBC, the Municipality in which HEBC is located, and any and all of their respective partners, affiliates, owners, officers, directors, shareholders, employees, agents, volunteers, and participants (collectively, "Releasees"), arising out of the Vendor's participation in the Festival and/or the use of any equipment provided by the Festival and/or Releasees ("Equipment"). The Vendor specifically understand 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 HEBC and/or the Releasees.
- 2) **TO ASSUME ALL RISKS** of participating in the Festival and using the Equipment, even those caused by the **NEGLIGENT or BREACH OF CONTRACT** acts or conduct of HEBC and/or the Releasees. The Vendor understands and accepts the risks of participating in the Festival 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. The Vendor understands that Vendor is obligated to follow the rules of the Festival, Center and any other rules of TS, 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** HEBC and/or the Releasees from all liability for any loss, damage, injury, death, or expense that the Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of his/her participation in the Festival and/or use of the Equipment, even those caused by the **NEGLIGENT or BREACH OF CONTRACT** acts or conduct of HEBC and/or the Releasees; and
- 4) **TO INDEMNIFY HEBC and the Releasees from all liability for any loss, damage, injury, death, or expense that the Vendor (or his/her next of kin, associates, and/or fellow Vendors) may suffer, arising out of participation in Festival and/or use of the Equipment.**
- 5) **TO PERMIT** the placement of his/her name and/or photo on the Texas Stars' website or HEBC's website, and on other promotional materials. The 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 Festival and/or to use the Equipment at Center, the 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 Festival, and by other reasonable rules considered necessary by TS and HEBC. Additionally, it is agreed that Vendor shall abide by any and all agreements made by and between TS and the owner of HEBC and any and all rules of HEBC. TS 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 Festival.
- 8) **TAXES.** The 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 HEBC. No deliveries will be accepted by HEBC prior to the move-in time set by HEBC on the Festival 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 HEBC and while participating in the Festival. 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, I am not relying upon on any oral or written representations other than what is set forth in this Agreement. This Agreement, along with my Vendor Application is the complete and final record pertaining to my participating in, association with, and involvement of any type in the aforementioned Festival. As such, any and all oral, written, or implied agreements in relation to my 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 my death or incapacity, this Agreement shall be effective and binding upon my 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: _____