

EVENT/VENUE DETAILS and EVENT SPONSOR CONDITIONS:

The Ocala Jockey Club International 3-Day Event ("Event") is an outdoor event. The VIP Hospitality area is indoors in the OJC Clubhouse. The Vendor Village is set up around and/or near the Ocala Jockey Club Main Grass Arena. Any electricity requirements in the Vendor Village need to be met either by vendor's own generator or by purchasing generator access through the OJC. The Ocala Jockey Club International 3-Day Event VIP Area and Vendor Village is open November 15-18, 2018, from 9 a.m.- 5 p.m each day (Thursday, Friday, Saturday and Sunday).

APPLICATION FORM: This Sponsorship Application and Agreement is issued by Valhalla Estates LLC, dba Ocala Jockey Club, 8720 West Highway 318, Reddick, FL, 32686, ("OJC"). OJC reserves the right to refuse any and all applicants or withdraw acceptance for unacceptable conduct or such other reasons as OJC in its sole discretion elects. NO SPONSOR MAY SUBLET THE WHOLE OR ANY PORTION OF ANY AGREEMENT ALLOTTED TO HIM/HER; the contractual Sponsor is wholly responsible for any sponsor's supplier's goods.

ACCEPTANCE/PROCESSING: Receipt of application and fees is not an automatic guarantee of acceptance as a sponsor. All sponsors are considered according to the postmark date and the type of product(s) or service(s) to be promoted in relation to the sponsors considering same or similar products or services. 2017 participants in good standing with OJC are guaranteed acceptance if application and fees are received in the OJC Office by June 30, 2018. Applicants will be notified via email whether accepted or not, and processing of payment will be considered evidence of acceptance. If not accepted, the payment will be returned to the applicant. Space is limited, so it is important to submit your application early. Every attempt is made to place sponsors so that any competition will be limited.

SPONSORSHIP FEE INCLUDES: The sponsorship benefits as outlined on page 1 of this Sponsorship Contract, or as custom package set out in an Appendix to this form. The sponsorship benefits do not include any products or services unless specifically set out in this application or attached Appendix. Extra sponsorship benefits are available from the OJC at additional cost.

ADDITIONAL BENEFIT DISCOUNTS: Additional a-la-carte benefits desired by Sponsor prior to the Event, such as additional advertising, VIP tickets or general admission tickets above the number in the package purchased by Sponsor will receive a 25% discount off advertised rates for all sponsorship packages of at least \$2500 cash. Sponsorship packages of less than \$2,500 in cash, or in-kind sponsorships irrespective of value, will receive a 10% discount off advertised rates on additional a-la-carte benefits.

COSTS OF ACTIVATION OF SPONSORSHIP BENEFITS: The sponsorship fees quoted are solely for the rights of association of Sponsor to the Event. All costs of activation of sponsorship benefits (such as ad and signage design and production costs, food & beverage costs for a party or lounge space to be sponsored, and similar items) are to be borne separately by the Sponsor or will be subject to additional charges by OJC. Arrangements for such items are to be made directly between the Sponsor and a vendor, caterer and/or event planning company. OJC must approve any such contracting party and Sponsor's plans, to ensure that the presentation is in accordance with the overall Event. It is the Sponsor's responsibility to ensure that any additional items or equipment is purchased and/or rented in a timely manner.

RIGHTS OF ASSOCIATION: The Sponsor has the right to refer to itself as a Sponsor of the Ocala Jockey Club International 3-Day Event, at the level agreed. Unless specifically negotiated for such rights of association, the Sponsor may not refer to itself as an "Official", "Exclusive", "Presenting", "Title" sponsor, or any other description suggestive of higher rights of association than agreed to in the Sponsorship Agreement.

LOGOS/TITLES: The Sponsor recognizes that the use of names and logos are allowed based on the value of the sponsorship on a case-by-case basis. The OJC logo and name, OJC Event logo and name and/or any logos of Event Sponsors are protected by U.S. Trademark Laws. These Trademarks may not be used without official authorization. Any use, description of or reference to the OJC LOGO, the OJC EVENT LOGO, SPONSOR LOGOS or the titles OCALA JOCKEY CLUB, OCALA JOCKEY CLUB 3-DAY INTERNATIONAL EVENT, OJC 3-DAY EVENT, OJC3DE, OJC3* IN ANY FORM is prohibited other than specifically permitted by the terms of the sponsorship agreement. OJC may at its discretion license use of one or more of certain logos and/or titles for a fee. Contact the OJC office for information.

EXCLUSIVITY: All sponsorships are non-exclusive by default, unless exclusivity is specifically negotiated and stated on page 1 or an Appendix to this Application. The Ocala Jockey Club will use its best efforts to resolve advertising placement, vendor space and VIP seating of sponsors in

potentially competing categories in such a way as to minimize category confusion and maximize sponsorship value to all sponsors. OJC reserves the right to rescind its agreement with a non-exclusive category sponsor in the event of another category sponsor requesting exclusive sponsorship, only in the following circumstances. OJC will consider granting exclusivity to a sponsor in a category where an existing non-exclusive sponsorship has been signed and that sponsor is in good standing, if and only if: a) the prospective exclusive sponsorship is for a minimum value of the lesser of \$50,000 or 4 times of the existing non-exclusive sponsor in that category, b) the existing non-exclusive sponsor is given the right to match the prospective exclusive sponsor's offer, and c) the existing non-exclusive sponsor's agreement is rescinded no later than September 1, 2018.

SEATING ASSIGNMENTS: OJC does not guarantee any specific seating assignments. OJC will assign seats at OJC's discretion based on criteria such as complementary business categories, sponsor seating arrangement requests, etc.

ELECTRICITY, TENTS, TABLES AND CHAIRS: Electricity and other equipment will be made available by OJC only to those vendors who have requested and paid for these amenities in advance. The Sponsor understands that there is no permanent electricity capability to the Vendor Village area and that OJC must make arrangements to provide electricity with a third-party generator company. Each Sponsor with pre-paid electricity will be provided with an individual electric box with a maximum of 20 amps. All extension/power cords and adapters must be outdoor-rated. Only one power strip per outlet is allowed.

SALES AND USE TAX: Applicable sales taxes will be added to sponsorship fee, but itemized only on taxable portions of sponsorship contract related to receipt of tangible goods (hospitality tickets, event programs, wearables, etc.) and rental fees (vendor space, parking fees, etc.). Sponsorship fees related to advertising, naming rights and other promotional fees are not subject to sales tax. In-kind sponsorships will be subject to sales and/or use tax based on sponsorship fair market value. Sponsor agrees to pay sales tax on items deemed to be taxable.

PAYMENTS: Payments may be made in cash, check, money order, PayPal, certified check or credit card. Checks are to be made payable to "Ocala Jockey Club". Payments made by personal check must be made 10 days prior to the deadlines otherwise required. An NSF fee of \$35 per returned check and a finance charge of 2% per month may be assessed on all past due accounts.

PAYMENT SCHEDULE: A 50% non-refundable deposit is required to hold the sponsor space and to begin activation of sponsorship benefits, at the time of booking. If this deposit, along with a signed copy of this contract, is not received within seven days of receipt of this contract, OJC will release the sponsorship space from hold and the reserved slot may be freely available to any party. The final 50% is payable 30 business days before the event date. The OJC reserves the right to request full payments for events up front. Payment for any additional tables, chairs or other supplies rented through the Ocala Jockey Club during the run of the Vendor Village must be made in full when requesting same. Failure to do so will automatically render the sponsor ineligible to participate in the Event again.

CANCELLATION POLICY: Cancellation by Sponsor must be requested in writing and results in the forfeiture of any deposit made to date. In addition, Sponsor may be charged for any actual out-of-pocket expenses paid by the OJC for the purposes of activation of the Sponsor's sponsorship of the event and not recoverable otherwise. Any loss of funds charges will be billed to the Sponsor. Sponsor's failure to pay any deposits or funds due to OJC results in automatic Cancellation and forfeiture of any deposits made to date. In the event of voluntary Event cancellation by OJC, OJC's liability is limited to deposits actually paid to OJC by Sponsor. In the event of Event cancellation due to acts of God, no refunds will be due to Sponsor.

REFUNDS: A refund less a handling charge of \$100.00 will be made if the notice of withdrawal and request for refund are received in the OJC office, in writing, prior to June 30th. No refunds requested after June 30th will be granted. Sponsor understands and agrees that the Event production takes place over a number of months prior to the Event, and that reductions in expected sponsorship amounts after this date would adversely effect the OJC's ability to properly produce the Event and pay retained suppliers, and would provide Sponsor with possible exposure benefits even after Sponsor withdrawal date due to previously scheduled efforts.

USE OF IMAGES: Sponsor hereby grants and assigns OJC the irrevocable and unrestricted right to photograph (including video), use and publish for editorial, trade, advertising or any other purpose and in any manner and medium, including social media, website and internet promotion, all photographic, video and digital images from the Event as it relates to the Sponsor or Sponsor's guests and invitees. Sponsor hereby releases OJC from all claims and liability relating to said photographs, video, digital images and/or publication thereof.

LIABILITY INSURANCE: If the Sponsor is providing any onsite advertising, product placement, vendor booth, and/or other products or services other than cash payment, the Sponsor must provide evidence of a \$1,000,000 liability insurance policy, workers compensation (if required by State of Florida), and products liability insurance in a form, and in amounts, satisfactory to OJC. The acceptability of this insurance coverage shall be in the sole discretion of OJC, and OJC reserves the right to prohibit the Sponsor's participation if the insurance coverage is not to OJC's satisfaction. If the Sponsor fails to submit sufficient proof of coverage as required, the Sponsor will have released all liability by the submission of the application and acceptance of the terms and conditions for the duration of the event week, November 15-18, 2018. The policy shall name the OJC as the Certificate Holder/Additional Insured as follows: "Valhalla Estates LLC, dba Ocala Jockey Club & Valhalla Holdings LLC & Erik & Pavla Nygaard & OJC Home Owners Association, No. 1, Inc., and the United States Eventing Association, et. al." The policy must be provided to the OJC at least 21 days prior to the Event in order to be approved by the OJC's insurer.

USE AND ACCESS RESTRICTIONS: Neither Sponsor nor any of Sponsor's guests or invitees are allowed to use the swimming pool adjacent to the OJC Clubhouse. The Sponsor recognizes that horses on the OJC farm may be unpredictable and dangerous. Horses may kick, bite or strike when playful or threatened. No guests, vendors, or other invitees of Sponsor are permitted to enter any paddocks or areas containing horses, nor to touch horses over fences. No feeding of horses is permitted unless accompanied and allowed to do so by the horse's owner and/or trainer of record. Sponsor acknowledges that Thoroughbred horses are highly valuable animals. Food other than their normal diet could cause severe illness or death. The Sponsor will be responsible for any damage to horses on the OJC farm due to failure to heed this paragraph. The OJC will not be responsible for any damage to person or property due to failure to heed this caution.

PROHIBITED ITEMS: Smoking is prohibited inside the OJC Restaurant and anywhere on the OJC farm property not specifically designated for the use by smokers. The Sponsor acknowledges that the OJC is a working horse farm and that the disposal of cigarettes on the pastures poses a fire hazard and health hazard to the horses stabled at the farm. The use of non-enclosed candles, smoke or fog machines, and fireworks are considered a fire hazard and not permitted under any circumstance. Possession of firearms is not permitted anywhere on the OJC property. Motorcycles are prohibited anywhere on the Ocala Jockey Club property, which includes the Clubhouse, the OJC horse farm, and all access roads.

CHILDREN AND PETS: Children must be supervised by a parent or guardian at all times. All pets must be on a leash at all times and well behaved. Only registered service dogs are allowed in the OJC Clubhouse or in any other area serving food. All vendors are responsible and liable for the actions of their pets. All pet waste must be picked up by the owner. OJC reserves the right to request any vendor to remove any pets not adhering to these rules.

DECORATIONS AND DISPLAY MATERIALS: Only such signage, vendor tents, private hospitality tents, pamphlets, brochures or other display materials are allowed on the OJC property that have been agreed to within a sponsorship package, and if there are no outstanding charges remaining under such sponsorship contract. No floating display materials or decorations such as sparklers, bubbles, confetti or glitter may be used without prior approval by OJC. Nothing may be affixed to any walls of the OJC Clubhouse, fences or other permanent structures without prior OJC approval. The OJC may withhold approval at its discretion, such approval will not be unreasonably withheld. A list of all caterers, vendors and/or suppliers must be submitted to OJC at least three weeks prior to the event. Setup maps and logistics must be finalized by four working days prior to the event.

SIGNAGE, VENDOR STANDS AND PRODUCT PLACEMENT: Goods, exhibits and units may arrive on the grounds NO earlier than Tuesday, November 12, 2108 AT 9:00 AM. All sponsors must be checked in BY 5:00 P.M., Wednesday, Nov 14, 2018. Sponsors not checked in by 6:00 P.M. Wednesday, Nov 14, 2018 may face loss of space and no refund. All vehicles must be removed from the Vendor Village area by 7:30 AM, THURSDAY. No Vendor will be allowed to place exhibits of any type or description so that any part thereof projects beyond the limits of the space allocated, or in such a manner as to unduly obscure the exhibits of an adjacent stand in OJC's sole discretion. Fixture height of back or side walls and/or back or side walls not to exceed 8'. Goods, exhibits and units MAY NOT BE REMOVED prior to 4:00PM, Sunday, November 18, and

MUST BE REMOVED no later than 12:00 Noon, Monday November 19. Vendors are responsible for securing that ALL items rented to them (i.e., tables, chairs, etc.) by OJC are signed in to an OJC Representative upon leaving. Vendor will be charged replacement cost of items not in allocated spot upon check out.

VEHICLES/PARKING: All vehicles must be removed from the OJC 3-Day International Event Vendor Village area by 7:30 AM until 30 minutes after closing Thursday, Friday, Saturday and Sunday and all vehicles must be parked in the designated Sponsor or Vendor Village Parking Lot. Vehicles associated with the Vendor Village that are parked illegally (not in the Vendor Village Lot) will be towed, without notice to owner, at owner's sole cost and expense. Any vehicles blocking other vehicles in the Vendor Village Lot will be towed, without caution to owner, at owner's sole expense.

LIMITATION OF LIABILITY and DISCLAIMER: OJC's liability to Sponsor is limited to the deposit(s) actually paid to OJC by Sponsor. OJC assumes no further liability to Sponsor for any loss, injury, damage or otherwise incurred as a consequence of anything arising in relation to this Contract, Event, or any related matter. Sponsor is advised to purchase Event Cancellation insurance to protect against losses related to cancellation of the Event. OJC cannot be held responsible for any disruption or cancellation of the Event, or for the damage or loss of any property which the Sponsor or Sponsor's guests and invitees bring to the event.

THEFT AND DAMAGES: Sponsor agrees to be responsible for any damage to or theft of Sponsor's property at the OJC Clubhouse or anywhere on the OJC farm by the Sponsor's guests, invitees, vendors, or other individuals responsible by Sponsor. OJC will assume no financial responsibility for damaged or stolen property brought to the facility by Sponsor, Sponsor's guests or outside vendors.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS: Every Sponsor shall indemnify, defend and hold harmless OJC and OJC's officers, employees, directors, sponsors, agents and volunteers from any and all claims, demands, damages, actions, costs and charges to which OJC may be subject or to which OJC may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with, the character, condition, or use of the premises or any means of ingress thereto or egress therefrom unless such injury or loss arises solely from the negligence of OJC, and shall at his own expense, assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against OJC by a third person; and shall pay any such judgments that may be rendered in such actions.

RIGHT OF EXCLUSION: OJC reserves the right to exclude any person or firm from exhibiting, or to remove advertising, or close the stand of any Sponsor for conduct objectionable to OJC, in its sole discretion. In the event of such exclusion or closure, the person or firm WILL NOT be entitled to any refund any part of the sponsorship fee.

SECURITY: OJC will have staff on hand during the open hours of the Vendor Village but cannot provide 24-hour security. OJC will not be responsible for any items shipped-in prior to the start of event. OJC is not responsible for any items stolen, damaged or lost from Vendor Village, Sponsor Village or any other area of the Ocala Jockey Club.

GOVERNING LAW, SIGNATURES AND ATTORNEY'S FEES: This contract will be governed by the laws of the State of Florida. Each person who executes this Contract on behalf of Sponsor and OJC, respectively, represents and warrants that he/she has the authority to do so. By signing, the person signing indicates that he or she has read, understand and agree in full to the terms and conditions in this Contract. If OJC is required to commence any action or proceeding against Sponsor by reason of any breach of this contract, OJC will be entitled to recover from Sponsor actual attorney's fees and costs, whether or not the proceeding or action proceeds to judgment.

ENTIRE AGREEMENT: This agreement contains the entire agreement of OJC and Sponsor, and supersedes any prior or contemporaneous written or oral agreements between them with respect to the event. There are no representations, warranties, agreements or understandings, oral or written, between Sponsor and OJC relating to the subject matter contained in this contract which are not fully expressed in this contract. This contract may be amended only in writing signed by the Sponsor and OJC.

Sponsor Signature, Name and Title

Date

OJC Representative, Name and Title

Date