

2026 AKC Performance Events – **VENDOR AGREEMENT**AKC Open Fast CATs: September 17th / AKC Open CATs: September 18th - September 20thAKC Fast CAT Invitational: September 18th - September 21st

Sycamore Creek Family Ranch - 2657 Sunset Inn Road, Branson, Missouri 65616

Company Name: _____

Contact Person at the Event: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Business Phone #: _____ Cell Phone #: _____

E-mail: _____ Type of Business: _____

Product/Service to be sold: _____

Vendor space is outdoors on a field taking up approximately an area of 10'x10' and will have a vendor fee of \$50/day. Please check specific days you would like to vend:

☐ 9/17 ☐ 9/18 ☐ 9/19 ☐ 9/20 ☐ 9/21 Total Vendor Fee Due: \$_____

By signing below I acknowledge that I (a) have all necessary authority to sign this Application and Agreement on behalf of the Applicant, and (b) have read, understand, and agree to be bound by the provisions of this Application and Vendor Terms & Conditions ("**Agreement**"), including those set forth in the TERMS AND CONDITIONS on the reverse side. I further acknowledge that our failure to abide by this Agreement, and the rules set forth in the Event Manual, may result in the loss of our exhibit privileges without recourse or refund.

COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OF INTERIM PAYMENTS OR DEPOSITS BY THE AMERICAN KENNEL CLUB, INC. SHALL BE CONSTRUED AS ACKNOWLEDGMENT OF PAYMENT IN FULL OR A GUARANTEE OF SPACE.

Print Name: _____

Title: _____

Signature: _____

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VENDOR TERMS & CONDITIONS**1. DEFINITIONS**

“(a) “Vendor” means the applicant identified on this form; (b) “Event” means the specific event identified on the front hereof; (c) “Event Management” means American Kennel Club, Inc. their respective agents, employees, affiliates, volunteers, and assigns; (d) “Hall Management” means the owner and/or manager of the facility in which the Event is conducted, and its employees and agents; and (e) “Hall” means the facility in which the Event is conducted.

2. AGREEMENT

These terms (the “Terms”) shall constitute a valid and binding license agreement. Event Management reserves the right to accept or refuse any application for participation in the Event in its sole discretion. Event Management reserves the right to interpret the Terms and to adopt further regulations as may be deemed necessary by it for the general success of the Event, including the conditions, rules and regulations stated herein and the Vendor agrees to be bound thereby. The Terms apply to this Event only and does not, in any way, grant or imply future invitations. If your response is not made in a timely manner and/or your products/services sold or promoted are in conflict with Event standards or contractual agreements, the Terms can be revoked at any time.

3. USE OF SPACE

Event Management reserves the right to decline, prohibit or expel any exhibit, or item or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Event, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, and the like. Balloons are prohibited. Neon or other gas-based signs are prohibited. Noisy or obstructive exhibits or activities producing objectionable noise or odors are prohibited. Sound amplifying devices may be operated only at levels not objectionable to other Vendors or dogs. Distribution of advertising material and solicitations of any sort shall be restricted to the Vendor’s booth. Vendor’s exhibit or products may not extend beyond the limits of the Vendor’s booth and no part of any exhibit or product may extend into any aisle. No Vendor shall arrange its exhibit so as to obscure or prejudice adjacent Vendors, as determined by Event Management. All demonstrations by Vendor must be located so that assembled crowds are within the Vendor’s space and not blocking any aisle or neighboring exhibits. No Vendor shall assign or sublet or share any part of its assigned space without the consent of Event Management in writing. Any space not occupied by Vendor at the time set for completion of installation of displays will be reassigned at the discretion of Event Management, in which case all amounts paid or payable by Vendor will be forfeited unless special arrangements have been approved in writing by Event Management. Vendor agrees to keep its exhibit open and staffed at all times during the Event hours.

4. PROTECTION OF PERSONAL INFORMATION; PCI COMPLIANCE

Vendor shall implement and maintain commercially reasonable and appropriate technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access to or publication of any data collected from attendees, including without limitation, any information of an individual person that can be used to identify that person and that is protected by law, such as name, street address, email address, or phone number (“Personal Information”). Vendor shall implement processes and maintain procedures designed to comply with all applicable laws (“Applicable Laws”) and data security obligations with respect to Personal Information, including without limitation, to the extent applicable, (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council and any applicable laws enacted by an EU member state implementing the requirements of the regulation; (ii) the Australian Privacy Act 1988 and National Privacy Principles; (iii) the Canadian Personal Information Protection and Electronic Documents Act; (iv) California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and implementing regulations; (v) Colorado Privacy Act, CO Rev. Statutes §§ 6-1-1301

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(effective 7/1/2023); (vi) Oregon Consumer Privacy Act, ORS §§ 646A.570 to 646A.589 (effective 7/1/2024); (vii) New Jersey Data Protection Act, N.J. Stat. § 56:8-166.4 et seq (effective 1/15/2025); (viii) Minnesota Consumer Data Privacy Act, Minn. Stat. §§ 325M.01 to 325M.21 (effective July 31, 2025); (ix) Maryland Online Data Privacy Act, Ch. 454, Laws of Md., 2024 (effective 10/1/2025); Delaware Personal Data Privacy Act, DE Code, Title 6, Chapter 12D (effective 1/1/2025); and (x) any amendments and successors to the aforementioned privacy laws, or any newly enacted laws regarding privacy. Vendor is exclusively responsible for compliance with Applicable Laws with respect to all Personal Information collected from attendees and shall indemnify and hold Event Management and Hall Management harmless from and against any and all claims or liabilities arising from any violation or alleged violation of the Applicable Laws arising from exhibitor's participation in the Exhibition. To the extent that exhibitor accepts, processes, or handles any merchant, credit, or payment card, exhibitor represents that it will do so in full compliance with the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council. All processing, transmission, storage or cardholder data shall be in compliance with PCI DSS. The vendor is exclusively responsible for compliance with PCI DSS and shall indemnify and hold Event Management and Hall Management harmless from and against any and all liabilities of any nature arising from non-compliance or alleged non-compliance with PCI DSS.

5. BOOTH CONSTRUCTION AND ARRANGEMENT

For events Vendors provide their own setup including any chairs or tables needed or power supply. If a Vendor plans to install a completely constructed display of such a character that the Vendor will not require or desire the use of standard booth equipment, no part thereof shall so project as to obstruct the view of adjacent booths or protrude into the aisles, and cannot be any higher than 10 feet. Further restrictions may apply as necessitated by field conditions. Failure to comply with the rules and regulations of this contract will result in the alteration or removal of the booth at the Vendor's expense. Vendors shall be bound by all pertinent laws, codes and regulations of municipal or other authorities, having jurisdiction over the Hall or the conducting of said exhibit, together with the rules and regulations adopted by Hall Management.

6. CHANGE OF SPACE

Event Management shall have the right, in its sole discretion, to change Vendor's space assignment after the acceptance of the Terms if it is deemed to be in the best interest of the Event. In the event Event Management elects to exercise its right to change Vendor's exhibit space, Vendor will be notified of its newly assigned space. Event Management will make reasonable efforts to ensure that any reassignment will be to an exhibit space, which is of the same general style and size as Vendor's original space. Vendor acknowledges and agrees that Event Management may change the dates and/or venue of the Event without the consent of Vendor, and that the Terms shall remain in full force and effect as to such changed dates and/or venue.

7. CANCELLATION

All cancellations, withdrawals or requests for reduction in space by Vendor must be in writing, emailed to Event Management with CANCEL in the reference line. The date of cancellation, withdrawal or reduction in space, as applicable, shall be the postmark date on the notice. There is no fee

If a reduction in space is requested, Vendor's booth space on field may be moved in the sole discretion of Event Management. In the event Vendor fails to make any payments as contemplated herein, Vendor shall be deemed in default, and Event Management shall have the right to retain Vendor's deposit and all monies paid as Event Management's non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Event Management's right to collect the full amount set forth on the front hereof. In the event of default by Vendor, Event Management shall have the right, but not the obligation, to license the subject Event space to another exhibitor prior to the Event without any rebate or allowance whatsoever to the Vendor and without in any way releasing said Vendor from any liability hereunder, and said Vendor expressly agrees to pay Event Management the full sum set

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forth on the front hereof. Vendor shall remain liable for the full balance under the Terms together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest.

Event Management will not be liable for the fulfillment of the Terms as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the Event, or for any cause beyond its control. If Event Management cancels or terminates the Event, for any reason other than stated in the previous paragraph, the Vendor waives all claims it might have against Event Management for damages or expenses and Vendor agrees to accept in complete satisfaction and discharge of all claims against Event Management a refund of all amounts paid by the Vendor to Event Management in accordance with the Terms.

8. INSURANCE - MANDATORY

A. Vendor agrees to maintain adequate insurance to fully protect Event Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from claims, arising from Vendor's activities including, but not limited to, the installation, operation and dismantling of Vendor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Vendor understands that neither Event Management nor the Hall maintains insurance covering the Vendor's property and it is the sole responsibility of the Vendor to obtain such insurance.

B. Vendor is responsible for damages caused by Vendor or Vendor's agents, employees or guests. Vendor agrees to indemnify, defend and hold harmless Event Management, Hall Management, Hall and their affiliates, subsidiaries, agents, assigns and employees from and against any liability for loss or damage of any kind, which Vendor may directly cause.

C. Vendors in the Event must carry: (i) Statutory limits for workers' compensation coverage for all work performed in the State of Missouri; (ii) Commercial General Liability including blanket contractual liability, with limits of liability of at least \$1,000,000, combined for bodily injury and property damage, per occurrence, which shall include all incidents of death or injury to person or persons, or loss or damage to property, arising out of the use or occupancy by Vendor, its agents, employees, contractors, exhibitors, exhibitor appointed contractors, vendors or invitees of the Event, equipment, or of the Hall; (iii) Commercial Automobile Liability insurance insuring owned vehicles (if any), and non-owned or hired vehicles to be used in and out of the Hall, such policy to insure loading or unloading hazards with limits of liability of at least \$1,000,000 in respect of injuries to any one person in any occurrence and \$1,000,000 in respect of injuries to more than one person in any occurrence and at least \$1,000,000 in respect of damage to property; and (iv) Excess Umbrella of \$1,000,000. These coverages must be evidenced by a Certificate of Insurance which must name American Kennel Club, Inc., and Sycamore Creek Family Ranch, LLC, 2657 Sunset Inn Road, Branson, Missouri 65616 as additional named insured and be provided electronically as a PDF attachment sent to Caroline Murphy to email ckm@akc.org no later than September 10, 2026.

9. LIABILITY

Vendor voluntarily assumes full responsibility for any risks of loss of to property (including but not limited to Vendor's displays, merchandise, and equipment) and/or personal injury, including serious illness, injury or death, that may be sustained by Vendor and Vendor's employees, agents, guests and volunteers or by others who come into contact with Vendor and Vendor's employees, agents, guests and volunteers, as a result of Vendor's gross negligence or willful misconduct.

Limitation of Liability and Timing of Claims. IN NO EVENT SHALL EVENT MANAGEMENT OR HALL MANAGEMENT OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A)

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WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT EVENT MANAGEMENT OR HALL MANAGEMENT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL EVENT MANAGEMENT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO EVENT MANAGEMENT PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

If any of the provisions, terms or clauses of this Waiver is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Waiver shall remain valid and binding upon both parties.

10. PROTECTION OF FACILITIES

Nothing shall be installed on the grounds that are harmful, hazardous, or toxic. Packing, unpacking and assembly of exhibits shall be done only in the designated areas and in conformity with directions of Event Management, the Hall Management or their assistants.

11. EXHIBIT MOVE IN, MOVE OUT

No exhibit will be allowed on or off the field of the Hall without an official clearance from Event Management. The Vendor must make its own arrangements for transportation of exhibits and packing material. After the close of the Event as the Event Management may specify or upon sooner termination of the Terms, all exhibits shall be removed and cleared from the Event space and vacant possession of the exhibit space shall be delivered to Event Management in as good and clean order and condition as it was when delivered to Vendor. Vendors will pay the cost of repairing any damage caused to the grounds by the Vendor and/or its contractors. Any property remaining after the last day designated by Event Management for it to be removed may be held or otherwise disposed of by Event Management or Hall Management at the Vendor's expense. No property may be removed from the Event before the Event ends.

12. SAFETY

All display materials used for decoration must be flameproof. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Vendor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Vendor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of a Vendor's booth discloses a failure to comply with any applicable law, code or regulation, or if Event Management determines that all or any part of an exhibit presents a fire hazard or other danger, Event Management may cause the removal of all or a portion of such exhibit at the Vendor's expense. Vendor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

Rules applying to vendors on the grounds of the Sycamore Creek Family Ranch (SCFR): Vendors must conduct themselves professionally and may not engage in abusive, threatening, hostile, offensive, or harassing behavior toward SCFR staff or others. Vendors may be asked to leave if the behavior continues. Driving is restricted to designated roads, entrances, exits, and parking areas. Vehicles may not be driven across the property to the Heartwood Barn or Sycamore Tree area. All vendor vehicles must be removed from the property at the conclusion of the event to avoid towing. Music must comply with Branson noise regulations, with particular care taken to be respectful in the mornings. Deliveries must occur during the event hours and dates. Materials not picked up on time may incur additional charges. Chalk, crayons, paint, and paint pens may not be used. No pushpins, nails, screws, staples, tacks, glue, adhesive materials, chains, or Command Strips may be used on buildings, trees, furniture, or

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landscaping. Glitter, rice, confetti, silk flower petals, Chinese lanterns, sparklers, anything with a live flame are prohibited. Smoke effects, explosives, fireworks, and unauthorized pyrotechnics are prohibited. No one may be on the event grounds outside of event hours. Smoking and vaping are prohibited anywhere on the property. Recreational drugs (legal or illegal) are prohibited anywhere on the property. NO alcohol permitted at the venue. No one may bring their own alcohol onto the property. Animals must be leashed or crated, when not actively participating in events. Animal waste must be immediately picked up and disposed of properly. Venue décor owned by SCFR may not be moved or removed. Vendors selling goods must utilize the Lower Field unless special permission is given to set up on the Upper Field. All vendors must have signed a contract with the host, AKC.

13. SECURITY

There will be no security offered on the grounds during the event. Vendor agrees that Event Management is not liable for any breach of security including, but not limited to, damage, theft, or loss sustained by Vendor's exhibit or its representatives. Vendor may not arrange by private security for its specific booth space for either during or after Event hours.

14. ATTENDANCE

Event Management shall have sole control over admission policies at all times.

15. FILMING, STREAMING AND VIDEO RECORDING RIGHTS/ELECTRONIC MESSAGES

From time to time, photographs, motion pictures, streaming video and/or video recordings may be made on the Event grounds, which recordings may include images of Vendor, its employees, agents and related merchandise and displays. Vendors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Event Management, its agents, attendees or other exhibitors, and hereby consent to Event Management's use of such photography or recordings for commercial purposes. To the extent necessary to fulfill Event Management's express obligations hereunder, Vendor hereby grants Event Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license to use Vendor's trademarks, service marks, Logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Event Management the e-mail addresses set forth on the first page of the Terms, Vendor hereby consents to receiving unsolicited commercial e-mail messages from American Kennel Club, Inc., its affiliates, partners and assigns as well as third parties licensed to send such messages to Vendor by any of the foregoing.

16. USE OF EVENT INSIGNIA. Vendor may not reproduce the Event's or Event Management's logo, name, marks, or other insignia on items, documents, or advertising materials, without Event Management's prior written consent.

17. EVENT PREMIUM LIST. A Premium List is available to the Contact Person listed on the front side of this Agreement. The Manual will include information essential to participating in the Event, including but not limited to additional applicant rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, applicant display rules, and final move-in and move out schedules. The Event Premium List is available at www.akc.org/akcfastcatinvitational.

18. EXHIBITION ACTIVITIES

Vendor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Event, whether such activities are held at or away from the Hall facility, except with the written approval of Event Management.

19. ERRORS AND OMISSIONS

Vendor agrees that Event Management will not be liable in the event of any errors or omissions in the Event's directory listing or in any related materials. Vendor acknowledges and agrees that Event Management makes no

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representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

20. ASSIGNMENT

The Terms cannot be assigned, in whole or in part, without the written approval of Event Management. American Kennel Club, Inc. may assign the Terms without the prior written consent of Vendor, and any such assignee shall become “Event Management” for all purposes hereunder and shall acquire all of rights and obligations of American Kennel Club, hereunder.

21. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of the Terms will continue in full force and effect.

22. COSTS, EXPENSES AND ATTORNEYS’ FEES

If either party commences any action or proceeding against the other party to enforce or interpret the Terms, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys’ fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

23. APPLICABLE LAW AND VENUE

The Terms shall be governed by Missouri law without application of its conflict of laws principles.

24. AMERICAN DISABILITIES ACT

Vendor acknowledges and agrees that, in connection with the Event, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act (“ADA”). As a public accommodation, Vendor agrees that in connection with the Event, Vendor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Vendor by attendees of the Event; (ii) assure, at its expense, that displays posted at or on Vendor’s booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

25. PERMISSIONS

Vendor consents and agrees to receive communications sent by or on behalf of Event Management including from third parties to the email address provided.

26. ADDITIONS OR CORRECTIONS

Event Management may amend these terms from time to time in the best interest of the Event upon written notice to Vendor. Vendor agrees to accept notice of additions or amendments and to consider them as part of the Terms.

Remember to Submit:

- 1) Signed Vendor Agreement**
- 2) Vendor Fee**
- 3) Certificat of Insurance**