

TERMS AND CONDITIONS

In consideration of the character of the Virginia Gold Cup Association (VGCA), the races, other guests, the horses, and public health and safety regulations, I, hereinafter referred to as Member, do understand and agree to all terms and conditions listed upon this form by my signature below.

- 1. Reservation-** Deadline to renew space from last year is March 1, 2012. After deadline, due to the limited number of spaces available, reservations are accepted on first paid, first assigned basis. In event full payment and proper documentation is not received, VGCA reserves the right to cancel Member's booking. There are absolutely NO REFUNDS once contract is received by VGCA. Races will run rain or shine.
- 2. Tickets –** Each vehicle entering the grounds must display a VGCA issued vehicle pass. Each individual desiring access to Members Hill must wear a Members Hill badge issued by VGCA. Members Hill badges are non-transferable and do not admit a vehicle. Member will not issue any other form of ticket to admit vehicles or guests to the grounds. VGCA reserves the right to refuse any ticket or space sale. Sublease of and/or admission charge to any party without VGCA written permission is strictly prohibited. **By law, only Non-Profit Organizations may charge admission fee that includes alcohol.** To obtain VGCA's permission to charge admission to a party, Member must obtain a VA ABC Special Event license (www.abc.state.va.us) and provide VGCA a copy of the license with written request to hold such party at the races no later than April 1, 2012.

Admission Policy:

Admission to my party is free and extended to a personal or corporate list of invited guests.

Admission to my party is public, for which I charge a fee, and includes service of alcoholic beverages (please review #2 above carefully, as this reservation will not be deemed complete until all requirements in said paragraph are met).

3. Vehicles – Member vehicles or hired vehicles including cars, buses/vans, limousines and motorcycles must have proper parking passes for admittance to grounds. Vehicles may not leave and re-enter the event. Vehicle parking passes will be collected once parked by VGCA staff. No limousines may park on Members Hill. Member may exchange 4 general car passes for 1 **GENERAL** van/limo pass.

4. Food and Beverages – Catering for Members Hill parties may only be provided by Marriott Ranch. Member may bring their own food and beverages provided that 1) any alcoholic beverage served is purchased in the state of VA, as required by law; 2) guests consuming alcoholic beverages are at least 21 years of age; 3) Member shall not cook food on premises via grills, stoves, barbeques, ground fires or other cooking implement of any kind; 4) Member complies with set/clean up regulations herein. Non-approved VGCA caterers will not be permitted onto the premises. A \$1000 penalty will be charged to Member, if a non-approved caterer is serving their space on Members Hill.

5. Equipment – Member may rent equipment (tables, chairs, linen etc.) from VGCA official contractor Capital Party Rentals 703-661-8290. Deadline to reserve equipment is April 26, 2012. Orders received after April 26, will be charged a \$60 late fee. No non-licensed VGCA contractor will be permitted on the grounds. A \$500 penalty will be billed to Member, if non-approved contractor is providing equipment to their space. .

No personal tents, canopies, tarps or large umbrellas may be used at any time.

6. Glass and Litter – In consideration of the safety of people and horses, Member will only provide shatterproof, non-glass drinking containers. Glass beer bottles are strictly prohibited. Member must leave trash bagged, tied at the space or take it away upon leaving the grounds. Member is subject to a \$500 fine and future loss of space for violations of the glass and litter term. Each site will be evaluated and if necessary photographed after the event.

7. Personal Conduct – Member understands that this is a family oriented event, and that guests are expected to wear proper afternoon attire. Conduct infringing on neighboring parties or the rights of other members is prohibited. Those engaging in drunken or disorderly conduct risk eviction from the event. All vehicles have to park **WITHIN** the assigned parking area. **PETS ARE PROHIBITED AT THE EVENT.**

8. Signage, Music and Promotion – A standard sign with both the space number and Member's party name will be provided by VGCA to identify space. No other banners or signs may be displayed. Flags, balloons, or other promotional materials will not be placed or distributed by Member. Member agrees not to place any signage on the racecourse perimeter fence! Public or political solicitation, leafleting, signage, public advancement of any cause, for or against, is strictly prohibited. Member will not use any live or recorded musical entertainment, or electrical generators.

9. Gates Close 7PM – Member will close down activities by 6:30PM, shall remove trash and personal property, and leave the grounds by 7 PM. Member will not remove any equipment rented through VGCA contractors from the grounds.

10. Liability – Member releases VGCA directors, officers, staff, agents, volunteers and sponsors; Great Meadow Foundation directors, officers, staff and agents; and Landowners from any liability for personal injury, death, damage or loss of personal property. Member accepts responsibility to repair or replace any rented equipment if damaged by Member or guests. Violation of any of the above lawful provisions may result in legal action to stop such activity, as well as non renewal of Member's space, fines, or other actions as permissive by law or space contract. Member and their guests accept all risks and dangers of injury incidental to presence at this event.

11. Trademark – Any use of trademarks licensed to the VGCA including the Virginia Gold Cup Association and/or Virginia Gold Cup races logo or name is strictly prohibited unless Member has received prior written approval by VGCA for a specific use.

By signing on the front of this form , I hereby agree to all Terms and Conditions as stated in this document and agree to submit full payment for the space indicated above to VGCA for the May 5, 2012 Virginia Gold Cup Races,. NO REFUNDS granted after this form is received by VGCA.