

Hoofcare Essentials Foundation Inc.

Host Facility Agreement

This Agreement is made and entered into by and between HOOFCARE ESSENTIALS FOUNDATION INC. (“Foundation” or “HEF”), a not-for-profit corporation with offices at 44 Dorchester B, West Palm Beach, FL 33417 and **Name of Host Facility** (“Host” or “Facility” or “Host Facility”).

Host Facility and Foundation agree as follows:

I. General Agreement Details

1. The Foundation and the Host Facility shall determine that the Host Facility has a desire to provide a location to host a “Sponsored” Hoofcare Essentials Foundation Clinic.
2. The Foundation shall provide the Host with a list of potential clinicians and their respective presentation topics. From this list the Foundation and Host shall agree upon a suitable clinician for a HEF Clinic at the Host Facility.
3. The Host Facility agrees to provide the Foundation with:
 - a. A location to host a “Sponsored” Hoofcare Essentials Foundation Clinic with the following expectations:
 - i. Seating – Ideally the host facility shall have space to seat a minimum of 50 attendees for PowerPoint presentations.
 - ii. Forge and Anvil – If needed, the facility shall accommodate a forge and anvil for demonstration purposes.
 - iii. Audio Visual Equipment – If needed, the facility shall provide a sound system, ideally with wireless microphone, projector, and screen. Should a demonstration with a live horse or other type of demonstration be included, the facility will also be encouraged to provide a camera which is connected to the projector so that the actions can be viewed on the screen. The HEF Event Committee shall contact the Host Facility to determine what audio-visual equipment the Host Facility shall provide and what equipment needs to be provided either by the committee or the clinician.
 - iv. Live Horse – If needed the facility shall make available a horse for demonstration purposes. Cadaver limbs may also be used.
 - v. Hospitality – Additionally, the facility shall provide:
 1. Registration table/area
 2. Coffee (during registration and morning hours)
 3. Breaks (may offer coffee and water)
 4. Lunch (may be provided by the Host Facility or sponsored by a third party as coordinated by the Host Facility)
 - vi. Promotion – The host facility will offer their assistance to the HEF in the promotion of the event. Said promotion may include:
 1. Promotion of the event through posting of fliers in the facility, stuffing of fliers in outbound packages, websites, and other social media opportunities.

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2. Fliers to be designed by the HEF. Reproduction of fliers may be done by Host or HEF.
3. News releases will be created by HEF and distributed to publications. Host Facility may offer their assistance in having releases printed in area or regional farrier chapter newsletters.
- vii. Parking – Adequate parking, especially for large shoeing rigs, shall be made available for attendees. If needed, directional signage should be posted by the host facility.
- viii. Schedule – a model schedule for each event should include:
 1. 8 am – 8:30 am Registration
 2. 8:30 am – Noon Clinic
 3. Noon – 1 pm Lunch
 4. 1 pm – 5 pm Clinic

Variations of the schedule will be allowed based upon various factors including availability of the host facility, other events going on in the area, schedule of the clinicians, etc.

II. Additional Details

1. Registration Fee – Based upon the host facility and costs associated with the production of the event, a registration fee may be imposed.
2. Pre-Registration – Attendees should be able to pre-register for the event, either through the Host Facility or the HEF website.
3. Expenses – The HEF Event Committee shall work with the Host Facility to keep expenses to a minimum. Ideally, materials needed for the event shall be donated or loaned to the host facility and/or HEF. These materials may include: audio/visual equipment, bar stock, forge(s), propane, coke/coal, tools, etc. If budgeted and available, all expenses of the clinicians (travel, lodging, and day fees, etc.) shall be borne by the HEF.
4. Vendors – Invitations to other HEF Educational Partners and suppliers shall be extended so that they may have a vendor table. The Host Facility shall do their best to provide a minimum of one table and two chairs for each vendor. The Host Facility would have the right to remove from the invitation list a vendor/Educational Partner who may be a direct competitor or for any other personal reason.
5. Additional Expenses – The Host Facility shall be encouraged to take the clinician to dinner on either the evening prior to the clinic or the evening of the clinic. Further the Host Facility shall pay for said dinner(s).
6. Payments by the Foundation – Should the Host Facility be unable to take the clinician to dinner, the Foundation may pay for the dinner(s). However, since the Foundation is a non-profit organization and its funds are gained through donations from Educational Partners, Patrons or others, payment for alcohol consumed at said

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dinners shall be the responsibility of the person(s) consuming the alcohol or other third-party other than the Foundation.

7. Share the Clinician's topic information with host of events so that they may suggest topics that they believe will be best suited for their location
 - a. Promote the clinician's commitment, along with their topic(s) through social networks, including but not limited to, Facebook, Instagram, Twitter, Foundation, and host websites, etc.). (Social media language with short links and hashtags will be provided to Clinician by the Foundation prior to the event).
 - b. Provide the Clinician with presentation and handout templates and logos for any presentations and/or handouts Clinician may utilize in connection with their presentation(s).

III. General Terms and Conditions as it Relates to Clinician's Participation

1. With respect to the Clinician's participation in the Event:
 - a. Clinician shall own the copyright in all materials provided for or created by Clinician at the Event except for materials specifically created solely for Foundation's use or materials incorporating Foundation's intellectual property. To the extent the Clinician provides their intellectual property to Foundation for use in the Event, Clinician grants Foundation a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event.
 - b. Clinician grants Foundation and its agents, licensees, members, and employees a royalty-free, perpetual license to publish, reproduce or otherwise use the Clinician's name, picture, likeness, comments, voice for any lawful purpose in all media in connection with the Event.
 - c. Clinician is knowingly and voluntarily taking part in the activities for which their image is being captured and understands the associated requirements.
 - d. Clinician releases and waives all claims, damages, losses, and expenses because of, or arising from, their participation.
 - e. To the best of Clinician's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate.
 - f. Clinician has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Clinician's presentation.

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- g. Clinician shall conduct themselves in a professional and civil manner and in accordance with the Foundation's Codes of Ethics.
- h. Clinician agrees that no portion of the resulting media created at the Event, containing Clinician's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.
- i. If applicable, the Clinician may identify themselves as a representative of a manufacturer, distributor, or service provider of a farrier industry product or service. No part of their presentation may only promote the product(s) or service(s) they are representing.

IV. Non-Discrimination

Foundation prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

Foundation expects that the Host Facility shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and wherever those individuals are conducting Foundation business or participating in Foundation events or activities.

V. Indemnification

- 1. Host Facility shall indemnify, release, defend, and hold harmless Foundation, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of a Foundation's or Clinician's warranties contained herein or arising from or relating to Host Facility's performance under this Agreement.
- 2. Foundation shall indemnify, release, defend, and hold harmless the Host Facility from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of Foundation's or Clinician's warranties contained herein or arising from or relating to Foundation's performance under this Agreement.
- 3. Foundation and Host Facility shall both provide liability insurance coverage for said event.
- 4. None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes.

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VII. Signatures

Host Facility acknowledges that they have read and understand this document and what it means with respect to their participation. Host Facility warrants, represents, and agrees that they have the full power and authority to enter into this agreement; and has obtained all necessary permissions or licenses from any necessary individuals or Foundation's prior to the Hoofcare Essentials Foundation Clinic.

HOST FACILITY:

Signature:	
Name:	
Name of Host Facility:	
Address:	
City, State, Zip:	
Phone:	
Email:	

FOUNDATION:

Signature:	
Name:	
Address:	44 Dorchester B
City, State, Zip:	West Palm Beach, FL 33417
Phone:	561-914-8278
Email:	hoofcareessentials@gmail.com

As of October 16, 2023