

Santa Fe Fiesta Council, Inc.

Food Vendor Contract

This contract is entered into this ____ day of _____, 2023 by and between the Santa Fe Fiesta, Inc., a New Mexico non-profit corporation, hereinafter referred to as SANTA FE FIESTA INC., and

Business Name: _____ CRS Number: _____

Contact Person: _____ Mailing Address: _____

City, State, Zip Code: _____ Telephone Number: _____

Email Address: _____

Hereinafter referred to as CONTRACTOR.

WHEREAS, the SANTA FE FIESTA INC., acting through its, Arts & Crafts and Food Booth Committee, sponsors an annual event on Labor Day Weekend and Fiesta Weekend for the preservation of the Santa Fe Fiesta and related thereto; and

WHEREAS, the CONTRACTOR wants to provide Food/Novelty sales by participating in either Labor Day Weekend and/or Fiesta Weekend in particular;

(Describe particular products and services to be rendered)

To be present to (mark the number of spaces/booths for each one or all the weekend/events disrobed)

Labor Day Weekend: # of Food, Treat/Novelty Booth Spaces _____

Fiesta Weekend: # of Food, Treat/Novelty Booth Spaces _____

THEREFORE, the SANTA FE FIESTA INC., and CONTRACTOR in consideration of the mutual covenants contained herein do agree as followed:

TERM OF CONTRACT

The term of this contract shall begin upon being signed by both Parties and shall remain in effect until the end of the event for which the application has been made or as otherwise determined by Santa Fe Fiesta Inc., Arts & Crafts and/or Food, Treat/Novelty Chairperson. This contract may be terminated by mutual consent of both parties expressed in writing or as otherwise set forth herein.

This Contract shall be conditioned upon its filling and full payment of all fees by the CONTRACTOR to SANTA FE FIESTA INC.

_____ Initial

Certificate of Liability Insurance will be required of **ALL VENDORS** regardless of type. A minimum amount of \$1,000,000 per occurrence and \$500,000 per person will be required. **Copy of Certificate MUST be provided with upon submission of this contract.**

As further consideration, CONTRACTOR, agrees to comply with the terms and conditions hereof. **CONTRACTOR shall be solely responsible for securing such permits and licenses as may be required by the City of Santa Fe and the State of New Mexico.** SANTA FE FIESTA INC agrees to provide booth space to CONTRACTOR to provide Food/Treat or Novelty sales, as the case may be, during the period hereinabove provided.

Pre-paying for the next year's market, ONLY ensures that you will be IN the market, NOT the space you are currently in. All sums not paid for by the due date required: plus all application fees or the like under this contract shall be forfeited to the SANTA FE FIESTA INC.

_____ Initial

FORCE MAJEURE

In the event that the Fiesta de Santa Fe is prevented by an Act of God, the acts or regulations of public authorities, civil tumult, war, epidemic, interruptions or delay of public transportation services or any cause beyond the control of Santa Fe Fiesta, Inc., the parties shall be respectively relieved of their obligations hereunder with respect to the fiesta so prevented. _____ Initial

GROSS SALES TAX

CONTRACTOR shall be solely responsible for payment of all applicable New Mexico Gross Receipts Taxes as a result of the sales of the products during the event/weekend for which application/s have been made.

BOOTH SELECTION AND SAFETY

SANTA FE FIESTA INC. shall have the exclusive right to make booth space assignments at its discretion and such decisions shall be final and not subject to appeal.

Booth space assignments will be determined by SANTA FE FIESTA INC., Arts and Crafts spaces will be 10' x 10' CONTRACTOR must keep display and booth confined within these dimensions. CONTRACTOR agrees to abide by the decision made by SANTA FE FIESTA INC., to revise booth space assignments or make such other decisions relative to booth space assignment because of public safety reasons or as may be directed by order of the Police or Fire Department or City of Santa Fe.

In the event that SANTA FE FIESTA INC., shall make a decision to relocate or modify a space assignment, CONTRACTOR, will be advised verbally of the change and herein agrees to be bound by the decision of the SANTA FE FIESTA INC. Should the CONTRACTOR not heed the instructions of the SANTA FE FIESTA INC., regarding any matters set forth in ARTICLE IV, CONTRACTOR will be subject to cancellation of all applications and contracts made by same. CONTRACTOR shall be required to remove itself and its personal belongings from the Labor Day and Fiesta Weekend events and shall not be permitted to further participate in these events. All sums paid for application fees or the like under this contract shall be forfeited to the SANTA FE FIESTA INC

FAILURE TO CLAIM DESIGNATED BOOTH SPACE

CONTRACTOR agrees that failure to appear and claim its designated and/or assigned booth space on the day and date designated for the "EVENT" constitutes a breach of this Article and shall be subject to loss of deposits, fees, and assigned space/s. SANTA FE FIESTA INC., through its Santa Fe Arts and Crafts and/or Food, Treat and Novelty Chairperson shall have full authority to reassign the space/s to another provider. In such event, CONTRACTOR shall forfeit all sums paid for application fees.

USE OF ALCOHOL AND OR DRUGS

CONTRACTOR is hereby advised of and further agrees to abide by SANTA FE FIESTA INC., policies regarding the prohibition of and the use of alcohol or drugs during the Santa Fe Fiesta Events.

Should CONTRACTOR be found in violation of SANTA FE FIESTA INC. policies, the Santa Fe Fiesta Arts and Crafts and/or Food, Treat/Novelty Chairperson may declare this contract null and void. CONTRACTOR in such a situation will be required to close the booth and remove all personal items from the Event area, at the direction and time specified by the SANTA FE FIESTA INC., Chairperson.

SANTA FE FIESTA INC. shall be relieved of any further obligation under this contract, and CONTRACTOR shall not be permitted to conduct any further business and/or sales at the Event. All sums paid for application fees or the like under this contract shall be forfeited.

INDEMNIFICATION

CONTRACTOR agrees that it shall indemnify and hold harmless SANTA FE FIESTA INC., its officers, directors, and members from any and all causes of action or legal proceedings brought about by actions or conduct of the CONTRACTOR. Should SANTA FE FIESTA INC., be required to employ an attorney to enforce and provisions hereof, or to protect its interest in any manner arising under this contract to collect damages for the breach hereof or to prosecute or defend any lawsuit resulting from this contract or the actions of CONTRACTOR, the CONTRACTOR agrees to reimburse SANTA FE FIESTA INC. for all costs, expenses and attorney fees expended or incurred therein. _____ Initial

GOVERNING LAW

It is mutually understood and agreed between the parties that the Laws of the State of New Mexico shall govern this contract and venue. In the event of litigation all shall be in held in Santa Fe County, New Mexico.

SEXUAL HARASSMENT

CONTRACTOR agrees to abide by all provisions of SANTA FE FIESTA INC., policies regarding "Sexual Harassment".

Sexual Harassment is defined as:

- ❖ Unwelcome sexual advances.
- ❖ Request for sexual favors.
- ❖ Other verbal or physical conduct of a sexual nature.

MERGER

This contract constitutes the entire agreement between the parties hereto and it is expressly understood and agreed that there are no agreements or promises by and between said parties except as aforesaid and that this contract merges all prior agreements, whether written or oral and this contract governs all such agreements between the parties.

ASSIGNMENT

This contract is binding between the parties hereto and may not be assigned or transferred to any successors without the prior written approval of the SANTA FE FIESTA INC.

APPLICATION SUBMISSION AND DEADLINES

All applications are accepted on a first come first serve basis and requested booth spaces are not final until assigned by committee chairperson. Application deadlines are as follows:

Arts & Crafts Due Date - All Information, contracts, certificates, and payments must be received by August 1, 2023

Fiesta Weekend Due Date - All information, contracts, certificates, and payments must be received by August 8, 2023

NO APPLICATIONS WILL BE ACCEPTED AFTER THE DATES STATED ABOVE.

CONSIDERATION

ARTS & CRAFTS/FIESTA WEEKENDS (09/02/23 – 09/04/23 & 09/08/23 – 09/10/23):

ONE THOUSAND ONE HUNDRED DOLLARS (\$1,100.00) per space, per weekend. Plus a ONE HUNDRED DOLLAR (\$100.00) per space, per weekend **non-refundable** deposit shall be made with each application. Plus, a FIVE HUNDRED (\$500.00) CLEANING DEPOSIT. This deposit **MUST** be a separate check or money order.

VENMO PAYMENT ONLY will be accepted, the Venmo account information is located at the bottom of the application. The Arts and Crafts and/or Food, Treat/Novelty Chairperson shall be contacted if payment method is not feasible.

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_____ Initial

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WITNESSETH:

IN WITNESS WHEREOF, the parties have read this contract, understand it and that the terms stated reflect the exact and whole transaction.

NOW THEREFOR, the parties set their hands making contract effective on the day and year first written above.

CONTRACTOR

(Provider/vendor Sign Here)

CHAIRPERSON

(Arts and Crafts and/or Food/Treat/Novelty Committee)

Venmo Account Information for payment:

@SantaFeFiestaInc-Arts-Crafts

Email completed application to:

fiestabooths2021@gmail.com