

# 2024 VENDOR APPLICATION



FULL PAYMENT DUE: JULY 23, 2024

Submit application to: Ike Johnson, Vendor Coordinators Phone: 505-979-3061

MO or Cashier's Checks and Application Made to: Eastern Navajo Fair, EIN 83-2923069, PO Box 2029, Crownpoint, NM 87313

<b>Business/Organization/Entity:</b>	<b>Business Phone:</b>
<b>Owner Name:</b>	<b>Email:</b>
<b>Contact Name (if other than owner):</b>	<b>Contact Phone (if other than owner):</b>
<b>Contact Title (if other than owner):</b>	<b>Contact Email (if other than owner):</b>

Note: Cashier's Check or Money Order as well as illegible and incomplete applications will not be accepted. This form is subject to change. Contact number will be used for text notifications and alerts during the event. By providing this number, you are agreeing to receive text messages/alerts and recognize that fees may be assessed by your cell phone carrier. Example: 555-555-5555

Vending Type:	<input type="checkbox"/> Food Vendor <input type="checkbox"/> Non-Food <input type="checkbox"/> Information/Services <input type="checkbox"/> Arts and Crafts. <input type="checkbox"/> Refreshment Vendor
Concession Details:	
Type of Concession Stand:	<input type="checkbox"/> Trailor <input type="checkbox"/> Truck/Van <input type="checkbox"/> Other (Please provide info below.)
Do you require electric access?	<input type="checkbox"/> Yes <input type="checkbox"/> No   Electric is available, however limited as upgrades will be taking place over the summer
Do you require water access?	<input type="checkbox"/> Yes <input type="checkbox"/> No   The property has non-potable water with several taps for use.
Fees:	<input type="checkbox"/> \$200 – Weekend Vendor; includes admission for two (2) adults for the duration of the fair. Arrival and set up provided on rules and regulations. (Optional: Vendor information will be shared online. Please email your logo and information about your business to include within the vendor website. Email at <a href="mailto:easternnavajofairinfo@gmail.com">easternnavajofairinfo@gmail.com</a> for more information with subject "Vendor Marketing." <input type="checkbox"/> \$100 Weekend - Refreshment Vendors: Small scale vendors selling snow cones and cold refreshments to help keep people cool. <input type="checkbox"/> \$70 - Individual Day/\$30 Refreshment Vendors - Select Date(s): <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday. <input type="checkbox"/> Sunday Multiple days selected submit vendor fee according to individual day fee. Example: 2 days x \$70 = \$140.00
Payment: Vendors must agree to one of the following otherwise this application will be considered incomplete.	
I agree to one of the following (select only one)	
<input type="checkbox"/> Pay in cash/money order/cashier's check, by today's date, this is a full holding deposit in form of cash, Money Order or Cashier's Check <input type="checkbox"/> Pay by debit/credit card: Please a credit card authorization form. \$5 fee.	
I acknowledge that I will receive the following:	
<input type="checkbox"/> Vendor will receive two (2) vendor badges or (1) for refreshment vendors assigned to individual staff/helpers for the duration of the 2024 Fair. <input type="checkbox"/> Vendor will receive one (1) vendor vehicle parking pass. <input type="checkbox"/> Vendor will receive one 20'x20' vending space at the ENF grounds. Please contact Ike Johnson for other information. Vendor will be placed in a designated location with access to some limited utilities. <input type="checkbox"/> Concessions will be place around a single tent food court style. However, vendors may bring portable canopies for additional shade.	

By signing below, you understand and agree to all rules and regulations outlined in this application/vendor agreement:

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

EASTERN NAVAJO FAIR  
VENDOR RELEASE AND WAIVER OF LIABILITY FORM

Please review the following information and identify any additional individuals assisting in the operations of business.

This Release and Waiver of Liability ("Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 on behalf of \_\_\_\_\_ ("Vendor"). The Vendor releases the Eastern Navajo Fair ("ENF") and its Eastern Navajo Fair Board ("ENFB"), Crownpoint Parks and Rodeo ("CPR"), coordinators, representatives, volunteers, affiliates, sponsors, and agents ("Released Parties").

I, the above-named Vendor, do hereby give my consent to participate in the activities for the 46<sup>th</sup> Annual Eastern Navajo Fair on July 22-28, 2024 produced by the ENFB. The Vendor understands that the scope of the Vendor's relationship with ENFB is limited to participation as a vendor, placed at an exposition booth site and that no compensation is expected to or from ENFB. The Vendor desires that the Vendor engage in activities related to participating in the ENF's activities as a Vendor only. Additionally, Vendor hereby grants full permission to ENF to use photographs and video of me taken at the Expo for ENF marketing.

1. Waiver and Release. I release, agreement not to sue, discharge and hold harmless ENF and its Eastern ENFB, CPR, coordinators, representatives, volunteers, affiliates, sponsors, and agents against any and all liability, claims, actions, damages, costs or expenses, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a Vendor with the ENF, including claims arising out of negligence. I understand and acknowledge that this Release Discharges ENF from any liability or claim that I may have against ENF with respect to bodily injury, personal injury, illness, death, or property damage that may result from participating in the ENF.

2. Insurance. I understand that I am responsible for my own insurance coverage in the event of personal injury or illness as a result of participation in activities of the ENF. Further, I understand that ENF does not assume any responsibility for or obligation to provide the Vendor with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Vendor's injury, illness, death, or damage to his or her property. I expressly waive any such claim for compensation or liability on the part of ENF beyond what may be offered freely by ENF in the event of such injury or medical expenses incurred by the Vendor.

4. Assumption of Risk. I understand that participating in the ENF may include activities that are inherently dangerous to me, including but not limited to exposure to infection by COVID-19. I hereby expressly assume the risk of injury or harm to me from these activities and Release ENF from all liability for injury, illness, death, or property damage resulting from participating in events related to the ENF.

5. Governing Law. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Navajo Nation and that this Release shall be governed by an interpreted in accordance with the laws of the Navajo Nation. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.

By signing below, I, the above-named Vendor, certify that I am eighteen (18) years of age or older, and express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mailing address

\_\_\_\_\_  
Printed name and date

\_\_\_\_\_  
Phone number and email address

PARENTAL LEGAL GUARDIAN AND/OR SUPERVISOR OF ADULT STAFF:

I \_\_\_\_\_ (Name), the Parent Legal Guardian and/or supervisor of the individual/s below, operate knowing the risk involving the event/s and those under the age of 18 and/or under my supervision with matters involving operations in the operations of the Concession.

\_\_\_\_\_  
Name: child 1, and/or staff

\_\_\_\_\_  
Signature if 18 or over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: child 2, and/or staff

\_\_\_\_\_  
Signature if 18 or over

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: child 3, and/or staff

\_\_\_\_\_  
Signature if 18 or over

\_\_\_\_\_  
Date

Vendors are limited to a select number of passes. Completing and filling out a successful application does not guarantee passes for those individuals that exceed the specified limit allowed. Please contact vendor coordinator to purchase additional passes if needed.

**RULES AND REGULATIONS:**

**VENDOR AGREEMENT:** All vendors at the time of the event must have a signed space agreement. The space agreement is the only document that guarantees a space on the fairgrounds and is valid only for the 2024 fair. The space agreement must be signed by the participant and by an authorized representative of Fair management prior to participation.

By signing to this agreement vendors understand and acknowledge the Terms and Conditions of the Vendor Agreement. Failure to comply may constitute grounds for termination of the Space Agreement and may result in forfeiture of all payments, rights, and privileges of the individual or business.

Only those products or services that are listed on the Space Agreement may be promoted, sold, or displayed. If a request to sell or promote certain items on the application is not reflected on the Space Agreement, those items or activities are not approved. Any changes in the availability of items for sale, the purpose or activity, or a change in the amount of space must receive approval from the Fair before the change can be instituted and must be included in written amendment to the Space Agreement.

Should participants fail to submit required documents and fees, as stated in the Space Agreement, the Fair reserves the right to cancel the Space Agreement.

**PRIMARY POINT OF CONTACT:**  
ENF Representatives will be available at the Fair Office located at the southwest corner of Arena.

**PAYMENT:** Cashier's Checks and Money Orders only. No personal or business checks will be accepted. All payments should be provided directly to Ike Johnson, Vendor Coordinator or submitted to a representative at the Fair Office who will register the payment into record.  
**PAYMENTS** should be made payable to:

Eastern Navajo Fair EIN 83-2923069  
PO Box 2029  
Crownpoint, NM 87313

A late fee of \$20.00 will be applied to your total after July 24. All payments should be paid by July 23 to avoid the late fee.

All Space Agreements must be paid in full by July 23, 2024. If the concessionaire or exhibitor has not paid in full and opens for business, the fair has the right to close the booth until full payment is made or cancel the Space Agreement without further notice and have the concessionaire or exhibitor immediately remove merchandise/equipment from the fairgrounds.

Failure to pay all fees associated with the space agreement may result in the concessionaire or exhibitor being permanently banned from doing business with the Fair.

**CANCELLATIONS:** A concessionaire or exhibitor desiring to cancel a Vendor Agreement must notify the Fair in writing or by e-mail stating the reason for cancellation. Phone calls are not an acceptable method to cancel a space, IT MUST BE IN WRITING OR BY E- MAIL. If cancelled, holding deposit will be forfeited.

**VENDORS INSURANCE (Recommended):** Vendor agrees to identify the Eastern Navajo Fair Inc. against claims for damages to persons or property resulting from the actions of the Vendors. Vendors further agrees to identify and hold harmless, the Navajo Nation from any loss, damages, or expenses whatsoever from any and all claims and/or demands arising from accidents occurring on the premises of the Navajo Nation, Crownpoint Chapter, Crownpoint Parks and Rodeo, and the Eastern Navajo Fair. Insurance requirements differ from business to business. Please contact your local insurance provider for information as to how to insure your business.

**GENERAL INFORMATION:** Upon entering the fairgrounds, you must check-in with the Vendor Coordinator to receive space assignment and concessionaries/exhibitor's packets. Please contact our vendor coordinator, for more information

**HOURS OF OPERATION:** The Eastern Navajo Fair Office hours are 8:00 a.m. to 5:00 p.m. Thursday through Sunday July 21 – 28. The Eastern Navajo Fair opens with events beginning as early as Monday, July 22, 2024 and ceases, Sunday, July 28, 2024. All concessions and exhibits must be open, staffed and in full operation daily, during the Fair during the specified times listed below:

	THU – 7/25/2024	FRI – 7/26/2024	SAT – 7/27/2024	SUN – 7/28/2024
FAIR GROUNDS	8 AM - 12 AM	8 AM - 12 AM	8 AM - 10 PM	6 AM - 10 PM
RODEO GROUNDS	8 AM - 9 PM	8 AM - 9 PM	8 AM - 12 AM	8 AM - 12 AM
FOOD PAVILION	8 AM - 9 PM	8 AM - 9 PM	8 AM - 10 PM	8 AM - 10 PM

**SET UP SCHEDULE:** Move into vendor spaces is on a first come first serve basis beginning July 24, 2024 between the hours of 8AM- 5PM. While moving in, please DO NOT park vehicles in areas of foot traffic or other designated areas. Vendors will be required to remain in designated vending locations. This will apply throughout the duration of the Fair. Vehicles in violation will be towed without warning at the owner's expense.

**CREDENTIALS:** Advance purchase of all credentials must be made through the Navajo Nation Fair Office in conjunction with the payment of your Space Agreement. A minimum of two (2) badges allowing Fair admission and one (1) transit vehicle pass have been added to the total cost of your Space Agreement. Additional admission passes and all parking passes may be purchased prior to July 24, 2024.

All admission and parking passes can be purchased after July 22, 2024 by contacting the Parking/Admissions coordinator. Please contact Marsha Barney, Parking/Admission Coordinator at 505-406-7920.

Concessionaires and exhibitors are responsible for reporting all lost or stolen credentials to the Fair Office. The Fair will not replace any credentials which have been lost or stolen. No exceptions will be made.

Vehicles are parked at owner's risk. The Fair and the Navajo Nation assume no responsibility for loss due to fire, theft, collision, or otherwise, to vehicles or its contents.

**SIGNAGE:** It is recommended to utilize professionally painted or printed signs. Signs must be professional in appearance, be proportional to the booth size, and be located within the confines of the assigned space and with courtesy to fellow vendors. The Fair Office reserves the rights to determine the appropriateness of all signage appearance and size.

**EQUIPMENT:** Vendors must provide all materials, decorations, and equipment necessary for operation, including chairs and tables. Rentals are available through local vendors,

community organizations, etc.

Canopies and tents must be of sturdy construction to withstand the elements and must be fire retardant. All booths should be constructed so that they are secure.

All vending spaces should be clean and clear of clutter as to ensure safety standards and promotion of your space. All vendors should be prepared for business prior to 8:00 AM each day of the celebration. Gates open for vendors at 6:00 a.m. and for the public at 8:00 a.m. All storage of supplies, boxes, cases, must be kept from public view.

Trailer units are acceptable and should be constructed for use as a food trailer. It is recommended trailers and trucks be skirted on all sides, including the hitch. All electrical outlets are for use to operate booths.

**EQUIPMENT:** Machinery in motion must be located safely inside exhibitor's space with adequate safe grounds.

**FOOD CONCESSIONS:** No food establishment may open for business until a fire, propane, and environmental inspection has been made and the establishment has passed all inspections. Food concessionaires must submit their menu and price list with the application. A menu board with pricing of all items for sale must be posted at each food concession location. Please label food correctly and accurately, the use of alternate ingredients such as soy or other related ingredients should be disclosed for safety and health purposes. These items will be kept on file at the Fair Office. The Fair Office will not make any copies, however we can send digital copies to a valid email.

Concessionaire may only sell or dispense drinks in disposable plastic bottles, foam or paper cups. Glass containers are discouraged.

**REVIEW AND DOCUMENTS:** Inspections can be rightfully executed during business hours. This applies to officials from inspectors, law enforcement, and fair management. Failure to comply with any environmental, construction industry, fire code, or any associated requirements will be subject to immediate closure until compliance is made.

**GREASE DEPOSITORIES:** Grease shall be disposed of in grease depositories only. Grease depositories will be placed at designated areas of the fairgrounds. Food and liquid waste or garbage is not to be disposed of in grease depositories. This rule will be strictly enforced.

**PERSONNEL REQUIREMENTS/CONDUCT:** Concessionaires and exhibitors assume full responsibility for the character, acts, and conduct of all persons under its employment and direction. Fair reserves the right to remove any person deemed by Fair to be detrimental to the Fair or the operations of its business.

All individuals who are assisting in the operations and functions must submit vendor waiver form

Concessionaires, exhibitors, and their staff must be clean and neat in their personal appearance, hygiene, and dress at all times during the operation of any concession or exhibit.

Vendor must notify any issue/conflict arising between itself and another vendor, with any Fair employee, or Fair Contractor. All issues will be resolved through the Fair.

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