

# AZTEC CHAMBER OF COMMERCE VENDOR APPLICATION

#### **Rules & Regulations:**

• Vendor is responsible for having all required permits, licenses within the state and city and insurance policies and have copies with them during the event(s).

This includes but is not limited to:

- ✓ Items regulated and permitted under the <u>New Mexico Environment Department</u> (NMED) New Mexico Environmental Department.
- ✓ Aztec Business License or a Special Event Permit obtained through <u>Aztec Business Licenses</u> (aztecnm.gov).
- ✓ Food Vendor Permits from the City of Aztec (for Food Trucks)
- ✓ For Bouncy Houses or the like, update certificate of liability Insurance naming the City of Aztec as additionally insure for \$1,000,000 as per City requirements.
- Vendor releases Aztec Chamber of Commerce, City of Aztec and all property owners which the vendor is selling on for all liability. A signature on an indemnity agreement MUST be signed at the time of application submittal.
- Vendors must represent their products in an honest manner at all times. It is expected that all vendors or their representatives be courteous and professional at all times to customers and other vendors.
- No selling of ANY Marijuana Products.
- Acceptance of vendors for the event(s) will be based on receipt of completed registration form, release and available spaces. After vendor has been approved, an invoice will be sent through Square for credit card payment, or vendor may submit payment by check to addresses listed below.
- Vendor applications will be sent to P.O. Box 1303 Aztec, NM 87410 or emailed to secretary@aztecchamber.com.
- Vendors will receive <u>space assignments</u> on a first come, first serve basis. Vendor spaces are 10'x10', you need to supply your own canopy with weights. If areas are in concrete and asphalt, please plan accordingly. If you need 2 spaces, please indicate on the application.
- You must agree to be completely set-up by the event start time and to remain set-up until the event end time, you also are responsible to leave your area clean before you leave.
- After unloading at the event, you will be required to move your vehicle to designated parking areas. Event includes a Car Show, and there are areas designated for the Car Show, **please do NOT park in Car Show areas**.
- There is limited access to electricity. If electricity is required, please note on your application (assigned to vendor when application is paid, limited # of spots).
- There will be no cancellations due to weather. Rain, snow, sleet or hail the event will proceed.
- We will not hold your space without appropriate waivers and payment received.



# **Release and Indemnity Agreement**

WHEREAS, a vendor, charitable organization or other type of

(Business name listed)

legal entity ("User") desires to participate in the Aztec Chamber of Commerce Event(s) (sometimes hereinafter referred to as "Event(s)"); and WHEREAS, such User represents and certifies that it meets the criteria for participation in the Event(s) and agrees to obey the rules of the Event and understands the nature of participating in the Event(s) are the User's responsibilities as a Vendor, including but not limited to assuming all responsibility for safe operation and conduct of its business and associated activities within the Event(s);

NOW THEREFORE, in consideration of the Aztec Chamber of Commerce authorizing said

User, to participate in the Event(s) the User agrees to

(Owner of Business),

indemnify, hold harmless and defend the Aztec Chamber of Commerce, City of Aztec, Property and Business Owners (if event is on private property) where the Event is located, their officers, agents, volunteers and employees from and against all liability for any and all claims, suits, demands, and/or actions of damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and reasonable attorney's fees and other costs occasioned by or arising out of User's participation in the Event(s) and all other activities conducted in connection with or incidental to participation in the Event(s) and arising out of or resulting from the intentional acts, omissions or negligence of User, its officers, agents, volunteers, employees, or other persons under the control or supervision of the User.

User further agrees that it shall, at all times, exercise reasonable care and undertake precautions on behalf of, and be solely responsible for the safety of its officers, agents, volunteers, employees, participants, visitors, and other persons, as well as its property, while participating in the Event(s) or on the properties and surrounding areas. It is expressly understood and agreed that the entities listed above shall not be liable or responsible for the intentional acts, omissions or negligence of User, officers, agents, volunteers, employees, customers, visitors, and participants in the Event.

It is further agreed with respect to the release and indemnity provided for herein, that the Aztec Chamber of Commerce and User will provide the others with prompt and timely notice of any event or incident covered in any way by this Agreement, directly or indirectly, contingently, or otherwise affected, or which might affect the User or Aztec Chamber of Commerce.

User further agrees that this Release and Indemnity Agreement shall be considered as an additional remedy for the Event(s), and shall not be considered as an exclusive remedy or as a limitation on the remedies available to the Event(s).

By signing this application, I agree that I have read the rules and regulations and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form. I acknowledge full responsibility for all my actions and activities at the Event(s), and for those assisting me. I acknowledge the authority of the Event Committee to settle any disputes regarding product legitimacy, procedural, and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the Event.

### The signed Release and Indemnity Agreement must accompany this application.

Signature of Applicant

Date

Release and Indemnity Agreement to: Please email your completed and signed application to <u>secretary@aztecchamber.com</u>. Or mail to Aztec Chamber of Commerce P.O. Box 1303, Aztec, NM 87410



### Vendor Form 2024

Event: October Fall Festival (Formerly Oktoberfest) – Saturday. October 12, 2024 9am-6pm (times may be subject to change)

Business/Organization:		
Cell #:		
Phone #:		
Email Address:		
Address:		
Describe items for sale:		

Check all that apply to calculate proper payment:

#### **Aztec Fall Festival & Car Show**

0	Basic Booth Fee (10'x10' space)	\$50.00	
0	Additional Booth Fee (10'x10' space)	\$40.00	
0	Food Truck (12'x20' space)	\$80.00	
O Disc	Electricity 30 amps or 50 amps (circle requirement) counts	\$10.00 (limited locations)	
0	Sponsor of Event	*	
Current Chamber Members			
0	General	-\$20.00	
0	Bronze, Silver, Gold and Diamond Members	*	
	*Vendor fee waived		
	Total Fee =		
O Credit Card O Check			

If paying by credit card, an invoice will be sent to you via Square after application and signed waiver has been submitted and approved. If paying by check (*make checks payable to Aztec Chamber of Commerce*) P.O. Box 1303 Aztec, NM 87410

#### Information about the event:

The Aztec Fall Festival & Car Show will be held at Minium Park 303 S. Ash Street Aztec, NM (behind (south of) Safeway). The car show will be located at and around the park (in the park and nearby parking lots/streets).

When the event gets closer, we will be sending out your assigned booth spaces, vendor parking, set up time, proposed road closures and any pertinent information. We look forward to a successful event!

If you have any questions, please contact Greta Quintana <u>secretary@aztecchamber.com</u> or (505) 860-4487.