

**19th Annual Mayor's Sunday is Funday
August 18, 2024 at Haynes Park off NM 528
Vendor Registration Form**

Name of Organization: _____
Contact: _____ Cell# _____
Mailing Address: _____
City _____ State _____ Zip Code _____
Phone# _____ Email: _____

Items to Be Sold or Marketed:

Please Indicate Space and Service you require:

Electricity \$30.00 No Yes Used for? _____ AMPs _____

Single Booth Fee (10 X 10 space \$135.00 if paid by **7/24/24**, \$160 thereafter)

Double Booth Fee (10 X 20 space \$245.00 if paid by **7/24/24**, \$270 thereafter)

Triple Booth Fee (10 X 30 space \$355.00 if paid by **7/24/24**, \$380 thereafter)

For larger space or tent and equipment or special services please see contact info below.

For Online Registration and Payment, complete this form and email it to daveheil16@msn.com Then click on the Donate Button on the "Registration Form" page and pay the amount due.

For Checks, Make Payable to: Rio Rancho Kiwanis Club

Total Amount Enclosed \$ _____ Check# _____

Mail registration and payment to:
Rio Rancho Kiwanis
Dave Heil
160 Itasca Rd se
Rio Rancho, NM 87144

Vendor Signature is required at the end of this form.

Please return or submit this form via online or by mail before 07/28/2024; after 07/28/2024 we may not be able to accommodate your booth space request.

For Questions please contact: Dave Heil, 505-228-7189

PLEASE NOTE: AS APPLICABLE TO THEIR RESPECTIVE FOOD SALES ACTIVITIES, FOOD VENDORS MUST PROVIDE PERMIT(S) WITH THIS APPLICATION

Sunday is Funday Event Vendor Rules and Regulations

As a condition of participating in the Annual Sunday is Funday (the “Event”), the undersigned agrees to the following:

1) The Event shall take place at the Haynes Park & Pool on NM 528 across from Intel, in Rio Rancho.

2) There is no rain day for this Event.

3) The fee for each vendor space is \$135 for a 10 x 10 space or \$245 for a 10 X 20 space or \$355 for a 10 x 30 space if submitted by the 07/24/2024 deadline. Hours are noon to 4:00 p.m., Sunday, August 18, 2024.

4) Each vendor will be assigned a space approximately 10 x 10 or 10 x 20 or 10 x 30 based on fees paid. No signs or furniture or canopies will be provided (**VENDORS MUST BRING SHADE CANOPIES, TABLES AND CHAIRS**). **Electrical power is available for those who have timely requested it and paid the applicable fee.**

ALL VENDORS USING SHADE CANOPIES OR TENTS SHALL ENSURE THEY ARE STAKED OR SANDBAGGED SUFFICIENTLY TO PREVENT AND ELIMINATE RISK OF INJURY OR PROPERTY DAMAGE IN THE EVENT OF ANY BREEZY OR WINDY CONDITION.

5) Vendors may begin to set up their spaces at 7:00 a.m. and must be ready by 11:45 a.m. Vendors shall vacate the area and remove all belongings, recyclables, and trash by 6:00 p.m. on August 18, 2024.

6) All vendors are responsible for obtaining and exhibiting as required their respective permits, licenses, fee payments and shall be responsible to pay all applicable New Mexico gross receipts taxes, if any. If the primary purpose is marketing and nothing is being sold this may not apply.

7) All **FOOD VENDORS** shall have liability insurance, as evidenced by a certificate of insurance (COI) of at least \$750,000 of liability coverage, to be provided with this application. No food vendor application shall be accepted or considered unless it includes a COI. No vendor may sell food outside the vendor’s assigned booth space. Each vendor shall be solely responsible for obtaining and exhibiting a current and valid food permit issued by the New Mexico Environment Department’s Food Program. Expect the City to contact you to verify your documents are complete.

8) No vendor shall be entitled to any reimbursement for a booth fee if the vendor fails to participate.

9) No space shall be shared or sublet without advanced approval.

10) Compliance with laws: All vendors shall comply with all federal, state, and local laws, ordinances, and regulations.

11) All vendors shall be responsible for ensuring safety and security in their respective booth spaces. All vendors shall monitor and manage their respective booth spaces at all times during the event to ensure a safe and sanitary environment.

12) RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE CITY OF RIO RANCHO AND THE RIO RANCHO KIWANIS, INCLUDING RESPECTIVELY THEIR EMPLOYEES, MEMBERS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (THE "ORGANIZERS"), for any and all loss or damage, and any claims, actions, or causes of action, whether known or unknown, arising out of or related in any way to the Sunday is Funday event, the City of Rio Rancho's facilities, equipment, vehicles, and operations, including but not limited to bodily injury, death, property damage or loss, or other damages to the Vendor's owners, employees, possessions, whether caused directly or indirectly or negligently by the Organizers; and, otherwise; Vendor agrees to defend, indemnify, and save and hold harmless the Organizers from liability for personal injury, property damage, wrongful death, or any other loss, damage, or cost that they may incur arising out of the Vendor's participation in the Sunday is Funday event, whether caused directly, indirectly, or negligently by the Organizers; and, otherwise, Vendor expressly acknowledges and agrees that participation in this event involves some risk of injury, paralysis, death, or property damage and that Vendor voluntarily engages voluntarily in this event activity.

13) Vendor expressly acknowledges, accepts, and promises that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New Mexico, and that if any portion is held invalid by a court of competent jurisdiction, the rest of this Agreement shall continue in full legal force and effect.

14) Vendor expressly acknowledges and represents that:

I. No promise or agreement which is not herein expressed has been made to me in executing this Agreement, and that I do not rely upon any statement(s) or representation of any of the Organizers;

II. I have read, understood, and accepted the above rules, conditions, and requirements for this event;

III. This agreement shall be binding upon me, my business, my family, my estate, my heirs, my successors, and my assigns;

IV. Upon my signature and acknowledgement below, this agreement shall continue in perpetuity;

V. I have read this document and understand that it includes a release of all claims; and,

VI. I voluntarily sign my name evidencing my acknowledgement, understanding, and assent to all express and implicit conditions and provisions herein.

By signature, I agree also that I have read, understood, and assented to all the Event's Rules and Regulations.

Signature of Vendor's authorized owner, agent, or representative: _____

Print Name _____ Today's date _____