

High Rolls Mountain Park Lions Club
PO Box 82
High Rolls – Mountain Park, NM 88325

June 10, 2023

Food Vendors

The High Rolls-Mountain Park Lions Club will sponsor the 2023 Fall Apple Fest on **Saturday, September 16, 2023, from 9:00 am to 5:00 pm and Sunday, September 17, 2023, from 9:00 am to 4:00 pm**. The rental fee for a 10' by 10' booth is \$75.00. If you wish to apply for a booth space, please READ THE FOLLOWING RULES, WARRANTIES, AND GENERAL PROVISIONS, then complete the attached application, signing to indicate that you understand all of the RULES, WARRANTIES, AND GENERAL PROVISIONS, and return the last page of the application by **September 11, 2023**, to apply for a vendor booth space. **No spaces will be rented out after September 11.**

You may call Dylan Poindexter, Vendor Booth Coordinator, at 575-682-6044 and leave a message. Dylan works, so please give him a little time to get back to you. You may also e-mail him at HighRollsLions@gmail.com.

Your participation is important for the success of our festivals, and we enjoy serving you.

Thank you for making our festivals a success!

RULES, WARRANTIES, AND GENERAL PROVISIONS

Definitions:

- As used in this agreement, the Club, You, and Your refers to the High Rolls Mountain Park Lions Club and its membership in entirety. The pronouns I, Me, and My as well as the term the Vendor refers to individuals, partnerships, corporation, organizations, and any combination of the aforementioned, or any other means of business wishing to contract booth space for the purpose of selling or otherwise distributing goods and/or services during either of the Club's two annual festivals.
- Contract refers to the mutually agreed upon terms of both the Club and the Vendor effective the date this agreement is received by the Club appropriately signed and approved by the Vendor, and payment is received and clears the bank account of the Club.

General provisions:

- I am aware and understand that booth spaces are approximately ten (10) feet by ten (10) feet in dimension, and are assigned on a first-come, first-served basis, with a preferential choice given to returning vendors who rented a booth at the last festival. I realize there is no guarantee that the space I am assigned will be even and level or that it will be sheltered by trees. I understand that I am responsible for providing tables, chairs, tents, and/or any other applicable equipment and/or tools required for the conduct of my business at the festival. I also understand that there is no

electricity, telephone, water, or any other utility provided to my assigned booth space(s), and should I require any such utility, it is my responsibility to procure said requirements in accordance with any applicable restrictions or laws.

- Since security is not provided by the Club, I agree to secure my area, money and/or valuable merchandise against theft and/or vandalism and relieve the Club of responsibility from any such acts.
- **Because I am providing food for sale at the fest, I will post both my food handler's permit and my food vendor permit where they are visible to customers in my booth.**
- **If I require a generator for power for my booth, I agree that I will place it where the noise will be muffled from the customers.**
- The Club reserves the right to deny the distribution or display of any item(s) deemed inappropriate and I fully agree to discontinue presentation of said item(s) upon request.
- I agree, to the best of my ability, that I will complete the set-up of my assigned booth space prior to the festival and avoid set-up or tear-down activities during festival hours. **Immediately after unloading any necessary items for the conduct of my business I agree that I will move my vehicle from the main parking area.**
- **I AGREE THAT I WILL NOT BRING PETS TO THE FESTIVAL.**
- I agree to haul my trash and empty boxes to the dumpster on the side of the main building.
- The vendor areas of the festival are located on private property wholly owned by the High Rolls Lions Club. I agree that I am a guest on this property and will treat the members of the High Rolls Lions and all other guests respectfully and with the same courtesy as I would expect of anyone in my own home. Furthermore, I agree that permission to remain on the property can be withdrawn at any time and that my failure to vacate from the premises will be considered a violation of New Mexico statute 30-14-1 regarding criminal trespass.

Insurance:

- Concerning my presence at the festival, I am responsible for my safety and the safety of other conducting business or otherwise visiting my assigned booth space. I agree to indemnify the Club and its parent organization, The International Organization of Lions Clubs from claims by assuming full financial responsibility, insured or otherwise, should I, the Club, another Vendor, or any other individual or party be injured or killed as a result of my actions or presence, to include the sale or distribution of defective or harmful products and/or materials.

Payment:

I agree that the required fee for contracting booth space must be received by the Club, prior to the festival, before I will be permitted to enter the vendor area with the intent to display, sell, or otherwise distribute goods and/or services, or for the purpose of conducting any other business on or in the vicinity of the

festival grounds. I further agree to pay a service charge of \$25.00 in addition to bank fees should my draft (check, or money order) be returned unpaid, as well as any collection and/or attorney fees paid by the Club in an attempt to recover all or part of my outstanding financial obligation.

Warranties and Representation:

- I am aware that the Club reserves the right to cancel or close a festival:
- Although the Club can provide indications of attendance at previous festivals, I agree that no guarantee can or will be made concerning expected attendance and/or profit and that I will not hold the Club liable for any losses that I may sustain during the festival.

Refunds:

- This contract provisions for one entire festival. Although I am not required to attend and conduct business for the entire duration, I agree that no refund is provided should I choose or am otherwise prevented from doing so.
- I agree that if I am expelled from the festival for any reason, to include but not be limited to failure to comply with the terms of this agreement, I am not entitled to a refund.
- I understand that the Club provides no refund and no alternate date for the festival should there be inclement weather.
- If I cancel before the first day of the month of the festival, a full refund will be provided to me, but no refund will be provided after that.
- I may re-assign, sublet, or share my space with the approval of the Club, provided that the vendor accepting, subletting, or sharing my assigned space is willing to also accept the terms of this agreement and contract separately with the Club.

Privacy:

- I agree that you may only furnish information regarding the nature of my business and any associated products and/or services without further written consent for the purpose of promoting the festival, to include any printed and/or transmitted form of media deemed appropriate by the Club.
- To the extent permitted by law, and after I am notified of your intent to do so, I further agree that you may furnish my personal information, to include addresses and/or phone numbers, for the purpose of:
 - Collecting outstanding financial obligation due the Club as outlined in the paragraph concerning "Payment"
 - Resolving any claims against me as outlined in the paragraph concerning "Insurance"

Legal:

- I am solely responsible for the conduct of my business to include the collection and reporting of applicable local, state, and federal tax. The Club has no interest in, and is therefore not made aware of, any financial aspect of my business.

Waivers:

- I waive protest to this agreement in its entirety and accept the terms and conditions outlined within.
- Applicant agrees to abide by all conditions, rules, and policies in the enclosed Contract Conditions and Agreement.
- Mail application with payment to HRMP Lions PO Box 82 High Rolls, NM 88325

Signature: _____

Date: _____

Print name:
Doing Business As:
Address:
City:
State and zip code:
Telephone and email:
Vehicle description and state and license plate #
Amount enclosed:
If you are a returning vendor, what was your booth space number at the last festival?

PLEASE NOTE THAT RETURNING VENDORS CAN RENT THE SAME SPACE AS THE LAST FESTIVAL IF THEY RETURN THE APPLICATION BY AUGUST 15.

Description (or pictures) of your food or a list of your menu items:
