



2018 Food Vendor Application

BOOTH DESCRIPTION:

Type of booth: Trailer, canopy, booth, other: _____

For trailers only: Length in feet **INCLUDING TONGUE:** _____

Will you need maneuvering room to place your unit? Yes No

Please note the preferred access to your booth for customers.

Front Rear Right Side Left Side

Fees & Payment

All vendor operations including storage and displays shall remain within the rented allocated area as stated below. Vendor is responsible for any damage to concrete, grass, or rental equipment and will be billed for repair or placement costs for any damage found.

Space Fees

Regular Price

Non-Profit

10x20 \$50.00

10x20 \$35.00

20x20 \$75.00

20x20 \$50.00

30x20 \$100.00

30x20 \$75.00

Food Truck \$75.00 per space

Food Trailer \$75.00

Please include length of trailer including tongue _____

Booth Fee: \$ _____

This application is due Second Friday of May 2018 and you will be notified of your status by **June 30, 2018.**

Basic Information:

Vendor Name to be displayed on booth: _____

Business Name: _____

Mailing Address: _____

Contact Person(s): _____

Phone: Home _____ Cell _____

E-Mail- _____

Returning Vendor New Vendor *

***NEW vendors must provide a picture of their booth**

FOOD VENDOR REQUIREMENTS AND GUIDELINES

The deadline for submitting the Otero County Fair and Rodeo/The Pavilion “Food Vendor Application” form to the Otero County Fair Office is the second Friday in May. Food vendor applicants will receive a decision from the Otero County Fair Association by the last business day of May. Every food vendor must obtain a food permit from the New Mexico Environment Department (NMED) to be eligible to operate a temporary food establishment at the Otero County Fair. This includes but is not limited to annually permitted restaurant food establishments that do NOT have a catering permit, charitable or non-profit organizations and all food vendors permitted outside the State of New Mexico. For information on permit applications and fees, please contact the NMED Alamogordo Field Office:

New Mexico Environment Department Alamogordo Field Office

811 E. First Street Alamogordo, NM 88310

575-437-7115

https://www.env.nm.gov/fod/Food_Program/

Food vendors will be required to submit a copy of their NMED food permit to the Otero County Fair Office no later than the last business day of August. Approval of Temporary Food Establishment (TFE) permit applications can take up to 10 business days by NMED. Therefore, do not wait until the last business day in August to submit your food permit application to NMED. If you have an annually permitted or unpermitted, self-contained mobile unit (e.g., food trucks and trailers) please contact NMED to discuss your operation and determine if any other additional food permit(s) are required. Please note, fees for permit applications must be made in the form of a check or money order to NMED (i.e., cash is not accepted).

NMED staff may conduct a food establishment inspection of any food booths, trucks or trailers prior to opening and at any time for the total duration of the Otero County Fair. All rules and regulations must be followed during the total length of the hours of operation during the County Fair. Otero County Fair Association management will also closely monitor all food vendors. Any food vendor that is not compliant with NMED inspectors or contractual agreements made with the Otero County Fair Association management or fails to meet any rules or regulations may be subject to additional enforcement action to include but not limited to closure and/or a \$250 fee by the Otero County Fair Association. Per the Otero County Fair Association, violators will not be allowed to re-apply for subsequent years of the Otero County Fair and Rodeo.

Food vendors are to sell ONLY the items/merchandise for which they have been approved during the application process; any deviation from the approved menu must be cleared by NMED and the Otero County Fair Office. Any menu changes that have not been pre-approved may result in the loss of County Fair participation. Per the Otero county Fair Association, sales of soda or water during the Otero County Fair and Rodeo will be strictly prohibited.

PRODUCT DESCRIPTION

Attach a complete menu and list of merchandise to the application with prices for approval. The Otero County Fair Association reserve the right to limit sales on ALL menu items. NO SALES OF BEVERAGES WITH AN EXCEPTION OF FRESH SQUEZZED FRUIT DRINKS AS APPROVED BY THE OTERO COUNTY FAIR ASSOCIATION.

Terms & Conditions

This is a contract for a vendor for the Dia de los Muertos and the Burning of the Bull October 27, 2018. The terms “you” and “your” refer to”

Vendors Name: _____ Booth Name: _____

Mailing address: _____ Contact Person: _____

Telephone: _____ Contact person phone: _____

E-Mail: _____

The terms “we”, “us” and “our” refer to:

Otero County Fair Association

Our contact person for this contract: Caitlin Chadborn at the Otero County Fair office

Our Telephone:

575-434-0788

Fax:

575-437-6134

Our Address:

Otero County Fair Association

401 Fairgrounds Rd.

Alamogordo, NM 88310

Our Email:

oterocountyfair@yahoo.com

Payment Terms:

You agree to pay the rent specified for the booth size and electrical requirements marked on **Exhibit 1** to this agreement. All fees will be due by the second Friday in May 2018 if rental is not paid in full by the second Friday in May 2018, booths will be offered to waiting list on a first come first served bases. All checks will be made payable to the Otero County Fair Association.

If this contract is signed by the vendor, and you fail to use your booth at the Otero County Fair, a fee of \$250.00 per day will be assessed.

Certificate of insurance:

You agree to submit a Certificate of liability of Insurance by the second Friday in August 2018 to the fair office confirming a minimum of 1,000,000 of insurance coverage naming Otero County, and Otero County Fair Association as additional insureds under your policy. You further agree to indemnify and hold harmless Otero County, the Otero County Fair Association, Staff and Board of Directors of each organization against any claim or action for any cause. You also agree that you will be responsible for your own insurance under this clause, which is made a part of this contract.

Otero County Fair Proprietary Materials:

Except by our prior written authorization, you may not use our trade names, trademarks, or service marks for promotional or other commercial purposes.

Banners and Signs: If banner and signs are used at the 2018 Otero County Pavilion, you agree to limit information posted on banners or signs to products sold and current pricing being used in your booth at the 2018 Otero County Pavilion.

Booth Workers:

Included with the price of your booth, Vendors allotted 2 vendor passes per day which can be given to next shift at the gate. Additional badges may be obtained at the fair office until August 15, 2018 for \$5.00 apiece.

Vendor Badge Fee: \$ _____

Please add up your total application fees:

Total Fees: \$ _____

Electrical Needs:

All booth prices include (1) 120v/20-amp circuit cord drop to within 50' of their booth. Vendors are required to provide their own extension cords. All cords must be grounded (3 prong UL approved)

Vendor Rules & Guidelines

We strive to provide a high-quality event. These rules and guidelines have been put in place to create a safe, comfortable and enjoyable experience for all. Please review these guidelines carefully.

I have read and accept the Otero County Fair Vendor Rules & Guidelines:

SIGNATURE OF APPLICANT

DATE

Additional Fees: You understand that any fees for services or products incurred during the event will be identified at the close of business on October 27, 2018. You will be billed for repair or replacement costs for any damage founds during your post-event area inspection. Removal of your booth and its contests must be completed no later than Monday October 29, 2018. Failure to do so will result in additional fees requirements set forth by the governing laws and regulations, or in a manner not consistent with the established and ethical standards for the Otero County Fair Association.

Hold Harmless: For, and in consideration of the foregoing terms and conditions, the Vendor covenants and agrees to indemnify and save harmless the Otero County Fair Association, against any claim for damages by Third Parties, and the Vendor agrees to reimburse or make good any loss, or damages, or costs arising out of your operation at the Otero County Fair that the Otero County Fair Association may have to pay if any litigation arises on account of any claims made by the Third Parties, or any one on their belief against the Otero County Fair Association and Dia de los Muertos and Burning of the Bull rules and Regulations for Vendors. (Attached to agreement.)

Rules and Regulations: By signing this agreement, you agree to follow the 2018 Otero County Fair Association and Dia de los Muertos and the Burning of the Bull Rules and Regulations for Vendors.

VENDOR (print name): _____

VENDOR SIGNATURE: _____

DATE: _____