

VALENCIA COUNTY COMMUNITY EXPO

www.vccexpo.com

**Vendor Contact: Elaine Moore 505-720-3744
Linda Herrera 505-264-5412**

**PO Box 1264
Los Lunas New Mexico 87031**

**2011 Application
(Indoor Exhibits)**

August 18th-21st 2011

The Valencia County Community Expo is celebrating its 3rd annual community event.

- ◆ Please print or type name as it will appear on any correspondence.
- ◆ The list of products and/or services you plan to sell.
- ◆ Please note rules regarding set up times, return of deposit and the banning of any cars on the lot during the times the show is open to the public.

Please state exact name that will need to appear on refund check if different than Company Name (DBA).

Business Information

Company _____ Name _____ (DBA) _____

Name _____

Address _____

Phone _____ E-mail: _____ Fax: _____

List of Products and/or Services

You must list ALL products and/or services that you will be selling or displaying at the Fair. Your Contract will be processed on the basis of this application. Once a Contract is issued, you may not offer any additional items without approval. Violations may mean cancellation of Contract and forfeiture of monies paid as well as expulsion from the grounds. For additional space please list on back of application.

Rental Rates and Space Request

10x10 Inside Commercial Booth 4 day rental fee (Thur., Fri., Sat., Sun.) \$150.00 ea. \$_____

All commercial booths include 2 EXPO passes.

Set-Up time for inside booths will be Wednesday, August 17th, 2011 from 1:30-5:30 pm. Building will open to the public on Thursday, noon - 9 pm; Friday, noon - 9 pm; Saturday 9 am - 9 pm; Sunday 9 am - 5 pm. *No vendor vehicles on the grounds during open hours.*

Additional Fees and Requirements

Insurance Requirements **Additional Passes**

All non-food vendors will be covered under the Expo Insurance.
Additional EXPO passes may be purchased for \$4.00 each.

Number of extra EXPO passes (if needed) _____ All passes are good for entire EXPO and will be checked at the gate.
\$_____

Security Deposit

A \$100.00 security deposit is required in addition to space rent. **Separate check**, please. \$

This will be refunded (within 30 days following Expo) IF and only IF

#1 Your exhibit or concession remains intact until the end of the Expo

#2 All rules regarding products approved for selling are upheld, and

#3 All rules regarding set up times, removal of cars from lot and breakdown, and driving onto the lot are followed.

#4 Hours of operation must be maintained.

Thursday August 18th noon - 9:00 pm

Friday August 19th noon - 9:00 pm

Saturday August 20th 9:00 am - 9:00 pm

Sunday, August 21st - 9:00 am - 5:00 pm

Please sign below indicating you have read and understand all fees, rules, deadlines and product guidelines as explained above.

Concessionaire/Exhibitor

Booths spaces are available on a first come first served basis. Your booth space will be reserve when ALL money has been received. Upon receiving application and payment, you will be sent confirmation including receipt.

Please keep a copy of these rules for your reference and return a signed and dated copy with your application.

Valencia County Community Expo or VCCE

Your completed application form, with your signature, will confirm to us that you have read and understood all rules and regulations concerning vendors at the 2011 Valencia County Community Expo

Reservations

Applicants will be placed on a waiting list and considered in the order in which they are received. Exhibitors will not have exclusivity. Other competing exhibitor's products or services may be allowed at the discretion of the Valencia County Community Expo

Acceptance

This application becomes a contract when accepted by VCCE. You will receive a confirmation letter along with any additional instructions that may be necessary.

Insurance/Risk of Loss

Exhibitor warrants and represents to The VCCE that it is insured and at all times of this event and will be insured by a licensed insurance company authorized to do business in the State of New Mexico for liability. Such insurance will be in full force and effect at all times of the event. Exhibitor agrees and acknowledges that all risk of loss relating to any of Exhibitor's equipment, displays or merchandise shall be borne by Exhibitor and not by The VCCE, regardless of whether the loss is caused by weather, fire, theft or other causes. Please have Certificates of insurance available.

Operation

Exhibitors must keep their exhibit open and staffed at all times during the event contracted hours. The VCCE reserves the right to restrict exhibit to a maximum noise level, and to suitable methods of operation and display of materials. Exhibitors will not be allowed to "vend" from racks and/or tables that are not located completely within the rented space. If for any reason an exhibit or its contents is deemed objectionable, the exhibit will be subject to removal. This reservation includes, but is not limited to, persons, things, conduct, printed matter or any item of poor character that The VCCE, in its sole discretion, considers objectionable. In the event such an eviction or restriction occurs, all monies paid by Exhibitor shall be forfeited. Each exhibit must remain within the confines of its space(s). Attendants, models, and other employees must confine their activities to the space(s) occupied by the Exhibitor. Approved handouts, including literature and souvenir items, and any and all promotional materials, can be distributed only from the Exhibitor's space. Literature and /or other promotional materials cannot be handed, out, left for display, or otherwise distributed in any other area at any time without prior written permission from The VCCE. No solicitation of any sort shall be conducted outside of Exhibitor's space.

Security

Security will be provided during the hours in which the tent is NOT open. The VCCE and its management are not responsible for any theft, damage, etc. that may occur during the Expo.

Electricity

Electrical outlets on the grounds are extremely limited. Plan to be as self-sufficient as possible. If you must have electricity, plan to bring your own extension cords with you as these are not supplied by the Expo. PLEASE be very specific when stating your electrical needs on the application form.

Parking

All vehicles should be parked outside of the exhibit area.

Lodging:

There are NO campsites available.

Restricted Merchandise:

Vendors may NOT sell fireworks or other potentially dangerous or offensive merchandise. This includes "cap snappers." No space, either indoor or outdoor will be rented to serve food other than packaged nuts, candies, etc., without completing a Food Booth Application.

Cancellation

All cancellations must be in writing and one subject to all of the terms and conditions of this Agreement. No refunds will be issued in the event of your cancellation after July 22, 2011.

Sales Tax

ALL VENDORS selling retail at the EXPO are required to have a New Mexico State Sales Tax License or a Special Event Sales Tax number.

EXHIBITOR SHALL BE RESPONSIBLE FOR THE COLLECTION OF ALL APPLICABLE SALES AND USE TAX AND ITS SUBSEQUENT REPORTING AND DISBURSEMENT TO THE NM DEPARTMENT OF REVENUE.

EXHIBITOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PERMIT AND LICENSE FEES.

Fire, Safety & Health Regulation:

Exhibitor agrees to comply with local, city and state laws, ordinances and regulations covering fire, safety, health and all other matters. All exhibit equipment and materials will be reasonably located within the space and protected by safety guards when appropriate. All booths not inside the commercial tent need to be in compliance with Los Lunas Village (505-839-3040), county and state regulations (vendor fees and application paid).

No Subletting or Assignment:

No subletting, assignment or subdividing of space by any Exhibitor shall be permitted without the prior written permission of The VCCE. NO EXCEPTIONS.

Liability:

Neither The VCCE nor any sponsor associated with the event, their officers, directors, agents and employees ("Releasees") are responsible for any injury, loss or damage from or to any Exhibitor, its staff or property. Exhibitor, upon execution of this contract, expressly releases the lessees from any and all claims for loss, damage or injury and agrees to indemnify lessees against such claims. To prevent lost or stolen articles, all items must be securely fastened to display boards or locked up when space is unattended. Limited overnight security will be provided at all times. The VCCE shall not be held responsible for the Exhibitor's merchandise. All exhibitors are responsible for proper protection of their merchandise. Any and all restrictions enforced or imposed by The VCCE must be observed by Exhibitor.

No responsibility is assumed by The VCCE for goods delivered to The Expo, or for materials left in the exhibit space. Exhibitors wishing to insure their display materials or components thereof, including merchandise, must do so at their own expense.

The parties expressly acknowledge and agree that no employer employee relationship exists between Exhibitor and The VCCE and that Exhibitor is acting as an independent contractor at all times material hereto.

Exhibitor shall, at its own expense, procure and maintain in effect during the event, commencing with the time Exhibitor enters the Expo space area to set up operations, and ending with the time the Exhibitor dismantles and removes all material from the Expo space(s), General Liability insurance including Products Liability, \$1,000,000 per occurrence, Auto Liability Insurance \$1,000,000 per occurrence and Statutory Workmen's Compensation insurance coverage. Exhibitor must name The VCCE and their directors, officer, employees and agents, as additional insured. The VCCE liability is limited to items expressly assumed herein. In no event shall The VCCE's' liability exceed the amount of rental agreed hereunder. UNDER NO CIRCUMSTANCES SHALL THE VCCE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OR EXPENSES. THE VCCE SHALL NOT BE SUBJECT TO ANY LIABILITY OR OBLIGATION NOT EXPRESSLY ASSUMED HEREIN, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT OR OTHER THEORIES OF LAW, AND EXHIBITOR WARRANTS AND AGREES TO INDEMNIFY THE VCCE FROM SUCH LIABILITY AND SUCH INDEMNITY SHALL INCLUDE INDEMNIFICATION FROM CLAIMS BY EXHIBITORS' EMPLOYEES OR AGENTS.

If for any reason the event is not held, Exhibitor's deposit and fees will be refunded in their entirety, except for any cost already incurred on behalf of the Exhibitor. The event will not be cancelled because of weather; therefore, no refunds will be given as a result. Exhibitors are responsible for protecting themselves and/or their property against the weather.

Signature _____

Date _____