

## 2013 Southwest Bacon Fest Vendor Agreement

**As a participant of the 2013 Southwest Bacon Fest (“Festival”), a production of Blue River Productions (“Producer”) and the City of Albuquerque, I fully understand and agree to the following:**

1. I recognize and acknowledge that I assume full risk of any injury, property damage or loss which I may sustain as a result of my participation in any and all activities connected with or associated with my participation in the Festival. I agree that the Producer and City of Albuquerque shall not be liable for any damages to my operation and equipment and that I shall be liable for any damages to the event premises in my assigned area, and to any City-owned or City-rented personal property. Furthermore, I understand that I will carry my own insurance and that I store my products and equipment overnight at my own risk.
2. I agree to secure Commercial General Liability Insurance with combined limits of no less than \$1,000,000 Per Occurrence and \$1,000,000 Policy Aggregate and provide certificate(s) of insurance listing both Producer and the City of Albuquerque as additional insureds.
3. I understand that I must comply with all City of Albuquerque regulations pertaining to food sales at special events. All equipment, including self-contained mobile units, utilized by my operations permitted under this Agreement must pass City Environmental Health and Fire Department inspections, as required by the City. I understand that failure to comply with city regulations may result in being asked to leave the Festival, forfeiting all fees.
4. I agreed to abide by any applicable local, state and national business and tax regulations.
5. I agree that the Producer may cancel my space, without refund, if I fail to submit required fees, information and documents by October 1, 2013, including required Health Department, Fire Department and Insurance paperwork. An extension may be approved by Producer.
6. I understand that all cancellations must be made in writing and must be postmarked, emailed, or faxed by no later than September 15, 2013 in order to receive a refund.
7. I agree to set up my operation at least one hour prior to the scheduled starting time. If I have not set up by 9am on Saturday, November 2, or if I leave the Festival early, I may forfeit my booth space and all fees. If I intend to be late, I must acknowledge this to the Producer or I may forfeit my booth space.
8. I grant the Producer full right to use my business name, logo website, images and public information, in addition to any photos or video taken during the Festival of my exhibit, activities and staff, in all media for the purpose of promotion and advertising.
9. I agree to display and make readily available for customers at any retail location(s) any Festival marketing materials provided by Producer. I agree to utilize any and all on-line and social media (i.e. Facebook, email blasts, website mention, e-newsletters etc.) to advertise the Festival.
10. I agree to indemnify, defend, and save harmless the Producer and City of Albuquerque from and against all claims, actions, causes of actions, demands, judgments, costs, expenses and all damages of every kind and nature incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person, or loss of or damage to property of whatever ownership, including the parties to this Agreement and their employees, arising out of any act, or failure to act on the part of the my operation and my employees or in any other manner arising out of or directly or indirectly connected with my operation at the Festival and/or use of that part of the my designated location made available for my operation at the Festival.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

BUSINESS NAME (print) \_\_\_\_\_