

Southwest Chocolate and Coffee Fest: 2022 Participant Agreement

Business Name (Vendor/Exhibitor):

This agreement made by and between Vendor/Exhibitor ("Vendor") and Blue River Productions, LLC., hereinafter known as "Producer."

1. Producer agrees to provide the Vendor a display space in the Southwest Chocolate and Coffee Fest, ("Festival"), scheduled for April 2-3, 2022 at the Expo New Mexico State Fairgrounds, Albuquerque, NM ("Venue").
2. The Vendor agrees to staff the space during show hours and not to remove the exhibit until the Festival closes at 6 PM.
3. The Vendor agrees to be fully responsible for the exhibit, the contents thereof, and the activities therein; to abide by all the rules and regulations of the State of New Mexico, Producer, Expo New Mexico, the New Mexico Department of Environmental Health and the New Mexico Fire Marshal's Office and to hold harmless the Producer and Expo NM from any damages, thefts, show interruptions, show cancellations, or claims which might occur.
4. The Vendor agrees to submit the required permits and paperwork by the published deadline dates.
5. Both parties agree that the Producer may cancel the space of the Vendor, without refund, if the vendor fails to submit required fees, information and/or documents by the stated dates.
6. Full refund is issued if the Vendor cancels their participation more than 8 weeks prior to the Festival.
7. Partial refund may be issued if the Vendor cancels less than 8 weeks prior to the Festival and Producer is able to re-sell their booth space.
8. No refunds or exchanges of vendor fees are provided for festival closure, cancellations, or postponement, in whole or in part, due to weather, events or acts outside the control of the Producer.
9. Vendor agrees to pay any additional fees charged by the Venue which may result by loading equipment in or out at times or dates other than those published.
10. The Vendor grants the Producer full right to use the Vendor's business name, logo, website, images, and public information, in addition to any photos or video taken during the Festival, in all media for the purpose of promotion and advertising.
11. Vendor agrees to display, and make readily available for customers at any and all retail location(s), any and all marketing materials provided by Producer. Vendor also agrees to utilize any and all on-line and social media (i.e. Facebook, email blasts, website mention, e- newsletters etc.) to advertise the Festival.
12. Vendor agrees to maintain liability insurance during the run of the show and agrees to provide a certificate of liability insurance, naming Blue River Productions LLC as an additional insured.
13. Both parties agree that the Producers, at their discretion, may alter the floor plan of the Event and change the space of the Vendor.

14. It is agreed and understood that it is the Vendor's responsibility to abide by any applicable local, state and national business and tax regulations.
15. As per Producer's agreement with Expo NM:
 - a. Vendors are restricted from selling bottled water, power drinks, and sodas unless securing product directly through an Expo NM approved vendor. Selling of savory, hot, plated foods (burritos, hamburgers etc) – must receive prior approval in writing.
16. Vendor recognizes and acknowledges that Vendor assumes full risk of any injury, property damage or loss which they may sustain as a result of participation in any and all activities connected with or associated with their participation in the Festival. Vendor agrees that the Producer and Expo NM shall not be liable for any damages to Vendor operation and equipment and that Vendor shall be liable for any damages to the event premises in their assigned area, and to any State-owned or rented personal property. Furthermore, Vendor understands that they will carry their own insurance and despite overnight security being provided, they store their products and equipment overnight at their own risk.
17. Vendor agrees to indemnify, defend, and save harmless the Producer and Expo NM 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 Vendor's operation and their employees or in any other manner arising out of or directly or indirectly connected with the Vendor's operation at the Festival and/or use of that part of the their designated location made available for their operation at the Festival.

AGREED BY VENDOR:

Authorized Vendor Representative

Print Name: _____

Signature:

AGREED BY BLUE RIVER PRODUCTIONS

Dean Strober


