

2019 NM Beer and Food Festival: Panza Llena, Corazon Contento
Food Vendor Application

Name _____

Business Name (DBA) _____

Email _____

Website _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone _____ **Cell** _____

Best contact: Email Phone Mail

APPLICATION CHECKLIST: Due by April 1, 2019

- Completed application form, including contact information, type of space requested.
- Send a complete, proposed menu, including beverages and prices, even if you have been a food vendor at El Rancho de las Golondrinas in the past. Also send drawings or pictures with total dimensions of your set-up, indicating which side you serve from.
- All fees. **Make checks payable to El Rancho de las Golondrinas**. If you are not accepted, your check will be returned to you.
- A completed **Temporary Food Establishment application** from the NM Environment Dept. Do not send completed TFE to the NM Environment Dept.
- Review and Sign the Rules/Regulations and Waiver page in this application. Make a copy for yourself and return a signed copy with your application.

Questions? Contact Kathleen McCloud

Vendor Coordinator

El Rancho de las Golondrinas

kathleenmccloud@golondrinas.org PH (505)471-2261 x 201

Mail all application materials to:

Attn: Kathleen McCloud- Panza Llena Festival

El Rancho de las Golondrinas

334 Los Pinos Rd. Santa Fe, NM 87507

Rules and Regulations

Please read, sign and make a duplicate; keep one copy for your files and return a signed copy with your application. Receipt of signed form constitutes Agreement by the entrant to ALL conditions established in the application

All Vendors:

1. **Full refund if cancellation notice is given at least 30 days prior to the date of Festival.** No refunds for cancellations made less than 30 days from the event.
2. **No pets** allowed on El Rancho de las Golondrinas (the Museum) grounds.
3. No rain dates and no refunds in the event of inclement weather.
4. **No smoking OR vaping on the Museum grounds** (vendor parking lot is OK).
5. **No disruptive behavior.** Vendors disturbing the peace will be escorted out without refund.
6. **No massage, whether the services are free or sold.**
7. Vendors exhibit all work at their own risk. El Rancho de las Golondrinas (the Museum) assumes no liability for damage, loss or theft of Vendor belongings. Security will be on-site during the Festival.
8. A 5# ABC type fire extinguisher must be on-site in vendor tents (not required for Covered Artisan Plaza Booth vendors). Fuel tanks must be clearly secured and marked; NM Liquid Propane inspector and county Fire Marshall inspections will take place prior to Festival.
9. **All Vendors requesting tent space: BRING YOUR OWN TENT**, tables, chairs and display supports unless other arrangements have been made in advance with the Vendor Coordinator.
10. Two or more individuals may share a booth, but each person must make a separate application. The joint application can be sent in one packet. If only one artist is accepted, the other artist is responsible for the space rental.
11. The Museum will try to accommodate special requests or requirements, but no guarantees can be made. This includes vendor placement. **Efforts to assign a prior vendor space will be made but cannot be guaranteed.**
12. Only those items listed on the approved application may be sold at the Festival. **NO ADDITIONAL PRODUCTS ARE TO BE SOLD, including baked goods and beverages.** Work that falls below the quality represented on the application shall be removed from sale at the discretion of the Museum.
13. If you are submitting work as the artist's representative, be sure to put the artist's name on the application and merchandise. List yourself as the representative and sign the application.
14. Vendors are responsible for paying Santa Fe County Gross Receipts tax-Check NM Taxation and Revenue for the rate.
15. If the Museum grounds are muddy due to excessive rain, the Museum reserves the right to prohibit any vehicles from driving onto the grounds. This may require hand carrying supplies and/or delaying set-up or take-down.
16. Vendors not abiding by the **RULES AND REGULATIONS** will not be invited back.

Food Vendors:

17. Take grease with you when you leave- do not dump grease on the Museum grounds.
18. Food concessions must remain open with adequate food stocked during Festival hours.
19. Vendor will provide all equipment necessary for food service, including napkins, utensils, and all condiments and will not make additions to the menu unless pre-approved by the Museum.
20. Once set-up, food vendors will not be permitted to move their vehicles. Have an alternate vehicle to re-stock.
21. Acceptance will be based on panel review and selection of food items to be sold, compliance with the NM Environment Dept. regulations, and electrical and space requirements.
22. The Museum reserves the right to limit the number of vendors selling certain products and the duplication of food items.
23. Vendors supply two trashcans for their space, and are responsible for keeping the area around their booth clean. Sun-shades and small tables are permitted. Use dumpsters for trash disposal at night.

Weapon Vendors:

24. All vendors selling weapons, including but not limited to knives, swords, bows and slingshots, are required to adhere to any state and federal laws governing the sales of weapons and the following Weapons Sales Procedure for El Rancho de las Golondrinas. Weapons may only be sold to customers that are age 18 and older. All weapons must be peace-tied at the time of sale by the merchant. Merchants are required to provide their own zip ties for peace-tying and will advise customers to keep all weapons peace-tied. For any weapon that cannot be properly peace-tied (such as any weapon sold without a scabbard), the vendor is required to carry the weapon out of the festival gates before handing the weapon to the customer. Customers are allowed to carry bows but the sale of arrows is not permitted. The sale and possession of firearms on El Rancho de las Golondrinas property (the 'Museum') is not permitted.

Waiver of Liability and Indemnification

The Museum shall not be responsible in any manner or form whatsoever for the failure of the Festival to open or be operable for any reason or cause beyond the control of the Museum. The Vendor/Participant shall be solely responsible for all damage of any nature or form caused by the operation of their booth to the Museum grounds, to the property of other Participants and to all third parties including, but not limited to, customers of Vendor/Participant and other persons entering the grounds.

The Vendor/Participant and helpers must comply with all rules, regulations and policies set forth by the Museum **RULES AND REGULATIONS**. Minor problems shall be dealt with on an immediate basis. Major infractions shall be handled by the Museum staff and could result in the Vendor/Participant and/or helpers being barred from the Festival.

This agreement contains the entire understanding of the parties and no oral or other representation, not contained herein, shall be binding upon the parties thereto.

It is understood that El Rancho de las Golondrinas (the Museum) shall not be liable for any injury to the Vendor/Participant or damage to the Participant's property. The Artist, Craftsperson, Performer, Food Vendor, herein called the Participant, waives all claims for damage to person or property sustained by the Participant resulting from or by reason of any accident in or about the Museum premises or resulting directly or indirectly from any act of negligence of any other Participant on the Museum's premises. All property belonging to the Participant shall be on the Museum's premises at the risk of the Participant, and the Museum shall not be held liable for damage, theft or misappropriation thereof.

The participant agrees to indemnify and hold harmless the Museum against any and all liability, loss, expense, fee, claim, suit, judgment or damage on account of (i) any injury to the person or property of any registrant, guest, invitee, or employee or agent of the Museum for bodily injury, including death, property damage, personal injury and discrimination arising out of the willful or negligent acts or omissions of the Participant, its agents, contractors, employees, or representatives, or (ii) any breach of the promises, representations and warranties of Participant made herein.

Signature of Participant: _____

Signature of Museum representative: _____

Kathleen McCloud, Vendor Coordinator

Please read, sign and make a duplicate; keep one copy for your files and return one with your application.