



FOOD VENDOR Agreement/Application

First Annual Do-It-Yourself Expo

Clovis Civic Center
 Clovis, New Mexico
 April 6 & 7, 2019

Placement determined by category and the date deposit received.

Company			
Street			
Contact Name	City	State	Zip
Email	Phone		
Website			

Food Vendor Package Selection				Show Schedule			
<i>*Booths are in Ballroom & Include:(1)-10' Back, (2)-3' Sides, (1)-8' Table,& (2)-Chairs; ** Lobby Tables include: (1)-8' Back, (1)-8' Table,& (2)-Chairs</i>				Setup Hours Friday April 5 11 AM – 7 PM Saturday April 6 7 AM – 10 AM			
Quantity	Items	Price	Total Cost	Show Hours Saturday April 6 10AM - 4 PM Sunday April 7 10AM - 4 PM			
	FOOD TRUCK (outside)	\$50/day		Breakdown Sunday April 7 4 PM - 7 PM			
	DEMO (w/Booth* space)	\$75/day		Payment Schedule <ul style="list-style-type: none"> • Full Payment Must Accompany This Agreement • Payment Due by February 23, 2019 • Payments are NON REFUNDABLE for cancelled contracts. 			
	Add 1 Booth*	\$75/day		Checks made payable to and returned to: Clovis Civic Center 801 Schepps Blvd Clovis, NM 88101			
	8' Table in Lobby**	\$50		<ul style="list-style-type: none"> *Payments may be cash, cashier's check, money order, or credit card and payment in full must be received by February 23, 2019. Pay By Credit Card ONLINE @ https://squareup.com/store/clovis-civic-center 			
	Electricity	\$10					
			Subtotal				
			Gross Receipts Tax – 5%	INCLUDED			
			TOTAL AMOUNT PAID W/AGREEMENT				
NOTE: Water, Ethernet Internet Connection, Additional Tables & Chairs can be ordered for an additional charge.				What Do You Need for Your Set-Up?			

APPROVED BY:

The undersigned exhibitor agrees to fulfill the terms and conditions set forth in the Agreement.

Clovis Civic Center GM Signature

Exhibitor Signature

Misty Bertrand

Print Name and Date

Print Name and Date

PLEASE FILL OUT THE AGREEMENT COMPLETELY, ENCLOSE PAYMENT AND RETURN ALL PAGES TO THE ADDRESS LISTED ABOVE.

1. The conditions set forth herein and conditions set forth in the Exhibitors Manual constitute the entire agreement between the parties and, except as contained herein, there are no representations or warranties, expressed or implied. Any changes in this agreement must be in writing and signed by both parties. Show Management reserves the right to render all interpretations and to establish further conditions as may be deemed necessary for the general success of the show. This Agreement shall be governed by the laws of the State of New Mexico applicable to contracts made and to be performed in such state, without regard to conflicts of laws principles.
2. Only exhibitors and exhibits pertaining to do-it-yourself activities, and or products that can be applicable towards D.I.Y. will be allowed to rent space at this Show. Show Management reserves the right to decline, prohibit or expel any exhibit which in its judgment is out of keeping with the theme, character, and general well-being of the Show, this reservation being all inclusive as to person, companies, things, printed matter, product, conduct, etc.
3. Distribution of advertising material and exhibitor solicitation of any sort shall be restricted to the exhibitor's booth. Exhibitor's display or product may not extend beyond the limits of the exhibitor's booth and no part of any exhibit or product may extend into any aisle. No exhibitor shall so arrange his exhibit as to obscure or prejudice adjacent exhibitors in the opinion of Show Management. Special exceptions are given for displays that must conform to setups that require other than traditional booth design. No exhibitor shall assign or sublet any part of his assigned space.
4. The selling of chances during the Show by paying or nonpaying exhibitors is strictly forbidden. Exhibitors may offer a free door prize or prizes of their products or service to Show patrons wishing to register at the exhibitor's booth. Nonprofit organizations may sell memberships and/or one noncompetitive product that is not available through retail selling booths, i.e.: hat or tee shirt with nonprofit group's name and logo. Non-retail exhibitors, etc., cannot sell pins, t-shirts, caps, etc., at their booth(s). However, such items may be given away at no cost to show patrons who book a trip or contract for services offered by the exhibitor. Promotional items with the name and/or logo of the exhibitors may also be given away at no cost.
5. Signs, literature, & sales must be restricted to the product(s), or service(s) being displayed at the Show. Any signs or literature other than those being displayed must be reviewed by Show Management and approval given before display at the Show. No selling off of other dealer's products.
6. Exhibitors shall fully abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of the United States of America, the State of New Mexico, the City of Clovis, Curry County and their respective agencies, as well as all rules, regulations and policies of Licensor for the use, occupancy and operation of the Premises. Exhibitor agrees to pay promptly all taxes assessed on its activities at the Show hereunder, including any sales tax on the payment of fees hereunder (which shall be in addition to the amounts due hereunder).
7. Cancellation Fees: Payments are Non-Refundable.
8. A \$75 charge will be assessed for all checks received with insufficient funds. Issuer must also pay any fees or finds associated with checks with insufficient funds.
9. Exhibitor hereby agrees to indemnify, defend, and hold harmless the Clovis Civic Center, Spectra LP and the City of Clovis, and their respective officials, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys' fees) and liabilities (collectively, "Claims") arising or alleged to arise from (i) any breach of this Agreement by Exhibitor, (ii) any alleged or actual violation or infringement by Exhibitor or its employees, agents or contractors of any copyright or other intellectual property right of a third party in connection with the Event or activities occurring at the Event, (iii) the use of occupancy of the Center by Exhibitor, its employees, agents, contractors, exhibitors, invitees, guests or patrons, and (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Exhibitor or any of its employees, agents, contractors, exhibitors, invitees, guests or patrons. Notwithstanding the foregoing, the obligations of Exhibitor in this paragraph shall not apply to the extent the Claims or Costs arise out of the gross negligence or intentional misconduct of Show Management, Spectra LP, City of Clovis or its employees or agents.
10. **Exhibitors MUST carry their own insurance.** The Show Management and the Facility are not responsible for the safety of properties of the exhibitor, its officers, agents, or employees from theft, damages by fire, accident or any other cause whatsoever. The Show provides Security Guards. However, attention is called to the necessity for insurance covering all risks (liability, fire, theft, damage, vehicle, etc.) on your exhibit from the place of shipment to the exhibition facility and return, including the period during which the materials remain in the exhibition.
11. It is agreed that if the exhibitor fails to comply in any respect with the terms of this agreement, the Show Management shall have the right without notice to the exhibitor, to sell or offer for sale the exhibit space covered by this agreement; said exhibitor to be liable for any deficiency, loss or damage suffered by the Show by reason of the premises stated, which loss or damage the exhibitor agrees to pay the Show upon demand, together with reasonable expenses and costs incurred by reason thereof. It is further agreed that actual occupation of the exhibit space by an exhibit is of the essence thereof and that should the Show be unable to effect the sale of the space as herein provided, the Show Management is then expressly authorized to occupy or cause said space to be occupied in such manner that it may deem to be in the best interest of the Show, without any rebate or allowance whatsoever to the original exhibitor.
12. Exhibitor agrees that whenever an attorney is retained by Show Management, to represent the interest of Show Management in any civil or criminal proceeding, arbitration or mediation hearing, arising out of the terms of this Agreement or any disputes regarding payment due, contract view differences, participation difficulties, or any other legal action, all attorney and court fees (both Show Managements and Exhibitor's) shall be payable by the Exhibitor.
13. Sponsor or Show Management will not be liable for the fulfillment of this contract as to the delivery of exhibit space if a Force Majeure Event is declared. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist threats, epidemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any obligation contained in this Agreement be construed to be an Event of Force Majeure.
14. Show Management shall have the full power in the interpretation and enforcement of all rules and regulations contained herein and the power to make such amendments thereto, and such further rules and regulations as it shall consider necessary for the proper conduct and success of the Show.
15. No food sales or food demonstrations are allowed without the proper clearance and approval from Show Management. Exhibitors must have permits required by state and local government agencies.



INITIAL HERE: _____

DATE: _____