

Zozobra Vendor Instructions

Friday, August 30, 2019 – Fort Marcy Park



Ryan Miller - **Mail:** 442 Old Las Vegas Hwy, Santa Fe, NM 87505 **Call:** (570) 856-1116 **eMail:** zozobrarian@gmail.com

DEADLINE: AUGUST 9, 2019 (Thursday):

1.) **The Kiwanis Club of Santa Fe Vendor Application**

✓ **Vendor Maps**

Location 1: 20' wide x 16' deep - Booths in tennis court parking lot (Ballpark west)

Location 2: 20' wide x 14' deep - Booths near scoreboard (Ballpark east)

Location 3: 14' wide x 20' deep - Booths on Magers field (Magers field)

a.) If area requested is not available, you will be contacted with alternative site availability.

b.) All Booths must be totally self-contained. There is no electricity or water available.

✓ **Vendor Booth Fee** (check or credit card):

- \$1,000 for ANY booth space. \$1,000 for ANY additional booth space.
- \$35 for City license fee if vendor does not already have valid 2019 food truck license
- No ground spiking - must bring weights for pop-up tents any other structures.
- Tar paper must be placed under entire booth area for ALL booths.

✓ If you'd like to pay your booth fee via credit card a 3.5% transaction fee will be added to total. Please call Jessica Miller at (505) 699-6160 to make a credit card payment.

✓ Fee is nonrefundable. Make checks payable to: **Kiwanis Club of Santa Fe**

✓ **A separate \$250.00 deposit check** in addition to booth fee is due at the time of application. Deposits must be made via check or money order and will be returned after October 1st as long as booth space passes tear down and cleaning inspection. If green initiative is not adhered to entire deposit will be forfeited (see below).

2.) **City of Santa Fe Special Event License** (if you have 2019 Food Truck license - please send copy) Complete Special Event form and return to Kiwanis with Vendor Application. New Mexico State CRS Number required.

✓ City of Santa Fe Requirements Food Booth Rules and Regulations are available directly from the city.

3.) **INDEMNITY AGREEMENT:** the agreement must be returned with your packet.

4.) **PROOF OF INSURANCE:** A certificate of Commercial General Liability is required. Please have your insurance company complete the certificate using the sample certificate attached.

DEADLINE: AUGUST 23, 2019 (Friday):

✓ Submit request for bags of ice. (must be ordered and paid for in advance - \$4.50 per 20lb. bag).

5.) **New Mexico Environment's Temporary Food Service Permits** If possible, return with Vendor Application

✓ NMED requires food safety permits for food handlers.

DEADLINE: AUGUST 29, 2019 (Thursday):

✓ Staggered load in beginning 7am

✓ All Vendors must set up their booth for each designated area the day of the event by 4:00 pm. If you do not arrive and start setup by 4 PM your space will be forfeited. The gates will be locked by 5pm.

✓ Display business license and health permit prominently.

✓ All extra vehicles must be removed from vendor booth area as quickly as possible.

DEADLINE: Zozobra day (Friday):

✓ Keep your vending items/waste from spreading out of your designated area. A dumpster is located near vendor area for use.

✓ **AFTER EVENT:** You must clean your designated area and remove all booths, vending materials and trash at the conclusion of the event to receive your deposit.

6.) **Fire Inspection**

✓ City Fire Inspector will begin inspections at 10 am day of event.

✓ Fee paid directly to inspector. Please bring check or cash.

7.) **LP Inspection**

✓ No fee is required unless you have **LP gas**. Inspector will collect fee day of event. Please bring check or cash.

✓ NMED Rules & Regulations LP Gas at Special Events. State inspectors will be starting inspections during the afternoon.

8.) **City Inspection**

✓ Inspections are planned to start at 11am. You may start serving as soon as you've been approved by all authorities.

✓ Grease traps are provided. You must bring proper cleaning and sanitizing equipment per NMED requirements.

9.) **Kiwanis Club Green Initiative**

✓ All Vendors **MUST** use biodegradable plates, cups, utensils, and paper goods or deposit (see above) will be forfeited. Booth inspection will occur during Zozobra day at any time.

✓ "Eco Products" can be purchased from US Food, Sysco New Mexico, and Standard Restaurant Equipment.

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REQUIRED ATTACHMENTS to be mailed/mailed to Kiwanis Club c/o Ryan Miller.

Booth Fees can be paid via check, credit card or money order. Make checks payable to: **Kiwanis Club of Santa Fe**
 If paid via credit card, a 3.5% transaction fee will be added to total. Please call Jessica Miller at (505) 699-6160 to make a payment.

- Kiwanis Vendor Fee - \$1,000 per booth (Fee is nonrefundable), ice and parking fees (if applicable) see below.
- \$250 Security Deposit – Due at time of application submission via check or money order
- City of Santa Fe Special Event License Application
- State of NM temporary food permit (Submit to us as soon as available from NMED)
- Fire inspection & LP inspection Fee will be collected by Inspectors.
- Indemnity Agreement
- Proof of Insurance (Sample Attached). **Kiwanis Club of Santa Fe MUST be listed as additional insured.**
- Copy of "2019 Santa Fe Street Vehicle Vendor License" (if you have one)

Vendor Name:	DBA:
Address:	City, State, Zip:
Phone #	Cell #
Federal EIN# (SS# if you don't have one)	NM CRS #
Insurance Co.	LOCATION REQUESTED (No spot is guaranteed):

Please indicate how many employees you will have day of event. Please ask that your employees carpool if possible, to reduce the parking used by them.

Number of employees working event: _____.

Number of bags of ice requested: _____. (20 lb bags are \$4.50 each and are available starting around 10am)

Number of additional parking spots: _____. (1 spot per booth included, \$50 per additional spot if available)

Description of product-food/drink (REMINDER: No water to be sold during event):

I _____ understand and agree to the outlined permit & license requirements.

It is further understood that use of Will Shuster's Zozobra™ or Kiwanis International copyright or trademark will NOT be used at any time by Vendor. **ZOZOBRA IS A RAIN OR SHINE EVENT.** It is also understood that Kiwanis International and the Kiwanis Club of Santa Fe and/or Santa Fe Downtown Kiwanis Foundation will not be responsible for unused product or lost revenue.

Vendor: Signature

Vendor: Print name

Date of Application

Zozobra Vendor Chairperson: Signature

Date

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How many spaces?

City of Santa Fe

SPECIAL EVENT LICENSE APPLICATION

(505) 955-6551 FAX (505) 955-6401

ALL INFORMATION ON THIS FORM TO BE COMPLETED BY APPLICANT

Applicant's Name: _____ Business Name: _____

Mailing Address _____
Street City State Zip

Social Security #: _____

Business Phone: _____ Emergency Phone: _____

Artist/Artisan Food Merchandise

Event Name _____ Dates _____

CRS GROSS RECEIPTS TAX NUMBER IS REQUIRED TO CONDUCT BUSINESS IN THE CITY OF SANTA FE.

IF YOU DO NOT HAVE A CRS GROSS RECEIPT TAX I.D. NUMBER, CONTACT TAXATION AND REVENUE AT (505) 827-0951 OR THE CITY OF SANTA FE AT (505) 955-6551.

Prior City License Yes No, If Yes, enter License Number _____

*CRS I.D.# _____

Contact Person: _____ Phone: _____

Title: _____ Date: _____

Signature: _____

* The gross receipts tax is a tax imposed by the state of New Mexico on persons engaged in business in New Mexico for the privilege of doing business in New Mexico.

FOR OFFICE USE ONLY

Control # _____ Amount _____

Receipt # _____ Date _____

License # _____

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EXTERNAL FOOD & BEVERAGE INDEMNIFICATION AGREEMENT

To the fullest extent of the law, _____ (Food/Beverage VENDOR) hereby declared that food and beverage items brought into the Zozobra Event Premises for the purpose of sale to attendees for consumption at the Event and therefore agrees to defend, pay on behalf of, indemnify and hold harmless the Kiwanis Club of Santa Fe (SFKC) and any of the SFKC's Representatives and all the respective Directors, Officers, Employees, Volunteers and Agents from and against any claims for personal injury, death and/damage to property, infringement of copyright and patent, any other losses, damages, charges or expenses including legal fees, any orders, judgement or decrees which may be entered and/or which arises or are alleged to have arisen, in whole or in part, out of the acts or omissions of the Food/Beverage VENDOR. This obligation includes claims, damages, injuries, or expenses which are alleged to also arise from SFKC's shared or contributory negligence, but not for those which arise solely from SFKC's own negligence. The terms of this provision shall survive the termination or expiration of this Agreement.

INDEPENDENT LEGAL FREVIEW: Food Beverage VENDOR has been informed to have their own independent legal counsel review this binding legal document. This indemnity agreement is a risk transfer mechanism in which one party is transferring risk to another party. In this indemnity agreement, one party, the "Food/Beverage VENDOR," agrees to "indemnify" the other party, the "Kiwanis Club of Sant Fe," for things spelled out in this indemnity agreement.

COMPLETE AGREEMENT: The Agreement constitutes the complete agreement between the parties, any prior dealings, prior negotiation, and/or prior agreements to the contrary of this Agreement are void.

INVALID PROVISIONS: If any provision of this Agreement is held to be invalid the remaining provisions of this Agreement are still binding and enforceable.

ASSIGNMENT: This Agreement shall be binding upon FOOD/BEVERAGE VENDOR, its/her heirs, executors and assigns and upon her successors and assigns.

TIME IS OF THE ESSENCE: the specified time and dates in this agreement are vital and thus, mandatory. Therefore, any delay, reasonable or not, slight or not, will be grounds for breach of the agreement.

GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. In the event that any ambiguity or questions of intent or interpretation arise, no presumption or binder of proof shall arise favoring or disfavoring the KIWANIS by virtue of authorship of this Agreement and the terms and provisions of this Agreement shall be given their meaning under law.

CERTIFICATION: Food/Beverage VENDOR certifies that they have read and understands this indemnity agreement. That they sign this document with no reservation and under his/her/its own free will and have been given the opportunity to have my own legal counsel review this document. In addition, my insurance, which I am required to have, has named the Kiwanis Club of Santa Fe as a co-insured.

Food/Beverage VENDOR

By its

Printed name

Signature

Dated

OLD TAOS

S

CUE

LOMA BOREAL

BRILLAN

CAMINO LA SIERRA

**Food Vendors on the Westside Parking Lot
Enter off Old Taso Hwy & Murales Rd (5:00am-3:00pm)**

**Fort Marcy & Magers Field Food booths 10x14,
10' space required between all food Booths
Total of 29 Food Booths**

- 7
- 6
- 5
- 4
- 3
- 2
- 1

**Food Vendors behind Fire Station
Enter off Bishops Lodge Rd & Murales Rd (7:00am-4:00pm)**

- 4
- 3
- 2
- 1

65

87

Popcorn Cart

Fort Marcy Complex

- 1
- 2
- 3

Food Cart

- 6
- 7
- 8
- 9
- 10
- 11
- 12

1413

BISHOPS LODGE

WILLIAMS

CALLECITA

SUNSET

**Vendors
Enter off Bishops Lodge Rd & Artist Rd (5:00am-3:00pm)**

1 Food Booth #

ARTIST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

POLICY NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE CERTIFICATE HOLDER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> UNOWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIABILITY EXCESS LIAB <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as additional insured for Zozobra Event on August 30, 2019

CERTIFICATE HOLDER

CANCELLATION

**Kiwanis Club of Santa Fe,
Santa Fe Downtown Kiwanis Foundation
PO Box 622
Santa Fe, NM 87504**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE