



Eastern New Mexico State Fair
 P.O. Box 824, Roswell, New Mexico 88202-0824
 Phone (575) 623-9411
www.enmsf.com
leslie.enmsf@yahoo.com



Commercial Building Vendors

Fair Dates

September 30-October 5, 2024

Please note changes in fees, passes, and sanitation.

All vendors should contact the City of Roswell regarding business licenses. Food vendors should contact the Environmental Department and Fire Marshall regarding regulations several weeks prior to Fair.

Please use this checklist to ensure your space is confirmed.

- Pass policy has been explained to all employees or agents. Send a copy of pages 1-4 to every person working your booth. (GATES ARE NOT FREE, PASSES BEYOND WHAT YOU RECEIVE WITH YOUR BOOTH MUST BE PURCHASED)**
Passes MUST be pre-purchased for 2024.
- Booth fee is paid**
- Insurance certificate listing ENMSF as ADDITIONAL INSURED has been submitted OR purchased through ENMSF**
- Performance deposit has been submitted**

Quick Reference

SET UP:

Friday, Sept 27- Sunday Sept 29: 9am-8pm
 Monday, September 30: 9am-12pm
 All vendors must be in place and ready to operate by 12pm on Opening Day.

ACCESS TO BOOTHS:

Vehicles are PROHIBITED beyond the parking lots while the public is present. After opening day, Commercial Building Vendors may only restock and prepare for the day one hour prior to opening to the public.

TEAR DOWN:

Please ensure your electronic items are safe; we will unplug cords upon closing.
 Saturday 10pm-12am
 Sunday 10am-12pm

ENMSF is not responsible for items left after the close of fair.

HOURS:

Failure to have a functional booth in place during the following hours will result in a performance deposit forfeiture.

Monday	12:00 pm-10:00 pm
Tuesday through Friday	4:00 pm-10:00 pm
Saturday	12:00 pm-10:00 pm

EXHIBITOR/VENDOR PASSES:

Passes must be pre-purchased for the 2024 year. We will not sell passes after opening day.

For every 10 linear feet of booth space, vendors will receive:
 Either 1 Manager pass (Gate 1) and 12 Shift passes (Gates 2, 3, or 4) or 2 Manager passes. Additional passes must be purchased.
 Manager's Pass (limit of 3) \$50 ea.
 Shift Pass \$6 ea.
 Parking included in all passes.

Policies are fully detailed in the following pages.

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Welcome to the Eastern New Mexico State Fair! Please read the information carefully.

PASS REQUIREMENTS:

There are no free gates.

Manager passes are applied to the vehicle and will allow the vendor to enter through gate 1. These are non-transferrable and are valid for the entire week. These should be distributed to the vendor most likely to be restocking the booth. Manager passes must be securely applied (no tape!) to the driver's side lower windshield to be valid. Passes not adhered to the window will be subject to forfeit and the vendor must pay full price for replacement.

Shift passes are valid for one admission. Shift passes are surrendered at the gate. They are valid at gates 2, 3, or 4. **Vendors should purchase enough to accommodate their staff/volunteers throughout the week. Pass sales will cease upon opening of fair.** Passes are meant for employees and volunteers only and should not be purchased for public use.

The parking lot may be a long walk to your actual booth space. Please have a plan for moving your product (wagon, dolly, golf cart, etc.). Street vehicles are not allowed on the grounds during operating hours, including field trip times.

Shift passes arriving for the access hour prior to opening to the public should park in gate 2. A vendor walk-through gate at the southeast parking side of gate 2 will be available for that hour only.

Please share this information with all employees/people within your agency. Passes may be picked up the week prior to fair.

On the carnival's Ride em Cowboy special, shift passes will not be accepted. The vendor must provide a shift worker list to the office 24 hours prior to opening to the public on this date. Only the shift workers on this list will be allowed to enter without admission.

Passes will not be issued until booth is paid in full, deposits are paid, and insurance is purchased or provided.



ACCOMMODATIONS

All vendors must provide their own tables, chairs, and extension cords. Commercial Building booth rental includes space and curtained dividers only. Signage may be hung on the curtains using pins or other non-damaging methods. Tape is prohibited on poles. No signage, products, etc. may exceed the perimeters of the booth space.

Commercial Building needing electrical should bring their own labeled extension cord. A crew will periodically roam and plug in any cords left in a clear, visible location.

The Eastern New Mexico State Fair is proud to be one of the longest running fairs in the state. As such, our facilities are rustic. The grounds are gravel. The Commercial Building is enclosed in a large metal building. We provide heating and cooling, but the weather can fluctuate greatly, and our doors remain open. Please prepare for extreme weather conditions. The buildings and grounds may leak or flood with inclement weather. Vendors are encouraged to use canopies or have tarps readily available. We are not responsible for damage or loss due to weather conditions. While we strive to ensure vendor comfort and success, we offer no guarantees on the climate inside the building or the size of the crowds.

DISPLAY/SALES

All signage, displays, pamphlets, and products must be family appropriate. Items depicting weapons, drugs, gangs, nudity, or other illicit behaviors or items are prohibited. Fireworks or popping items are not allowed. Religious and political displays must be non-offensive. Any questions in this regard will be presented to the Eastern New Mexico State Fair Board for resolution in its sole discretion. Any pamphlets or presentations must be distributed or occur within your Vendor space. Roaming or soliciting outside of contracted booth space is prohibited.

All supplies, boxes, stock, and extra materials must be fully enclosed and not visible to the public. Enclosures must be of appealing, quality material. ENMSF makes every effort to provide a secure location. Loss or theft is however at the Vendor's risk.

LICENSE/INSPECTION/SANITATION

ALL Vendors must obtain a business license from the City of Roswell to display at their booth. Booths and/or Vendors are subject to any license, permits, or inspections as required by any governing agency pertaining to their sales. Vendor should be aware EID, Fire Marshall, and other inspectors may inspect booths, trailers, and displays for compliance. It is the vendor's responsibility to know and follow all requirements. Refunds shall not be issued due to non-compliance.

VENDOR EXCLUSIVITY

The Eastern New Mexico State Fair strives to not only offer a unique and diverse fair experience to our patrons but will also make every effort to provide a successful venue to our vendors. In this regard we will always limit the number of vendors with similar products. While it is our intent to keep our vendors as exclusive as possible, we will not allow any vendor to have a monopoly on any product and absolute product rights will not be granted or enforced by the Eastern New Mexico State Fair. Vendors participating in the Eastern New Mexico State Fair can assist the fair staff in keeping like products to a minimum by specifically listing all products on the contract.

RVs

RV spaces may be available. Call ahead for current pricing and space reservations.

PERFORMANCE DEPOSIT

Exhibitors/Vendors must submit a \$200.00 PERFORMANCE DEPOSIT ON ALL SPACES, NO EXCEPTIONS! This deposit is submitted as a guarantee from the vendor to operate during all fair hours and to comply with all rules and regulations as outlined in the contract. The deposit will be returned upon completion of the fair providing the vendor is in compliance at all times. Failure to adhere to hours, pass procedures, or displaying or selling prohibited items may result in loss of performance deposit. Non-profit vendors, vendors affiliated with the fair or providing services for the fair are also subject to the performance deposit and must comply with all rules. Performance deposits from the previous year may be applied to the next year's booth fee. A new performance deposit must be submitted yearly. The fair office will be open for at least an hour at the close of fair Saturday night. Vendors may pick up cash or checks written for performance deposits at that time. The fair office will be open again between the hours of 10am and 12pm on Sunday. After this date, the office will begin to operate by appointment. Performance deposits not picked up or applied to the following year will be mailed.

BEVERAGES

The Eastern New Mexico State Fair may have a beverage contract in place. This information will be conveyed to the vendor prior to the fair. Vendors must comply with the beverage policy in place at the time of fair. There will be a maximum of two beverage coolers at each booth.

Selling of alcohol beverages is prohibited unless a "Beer Garden" is contracted by the Eastern New Mexico State Fair.

INSURANCE

Vendor must have liability insurance. Two options are available.

1. Vendor may provide the Eastern New Mexico State Fair with a certificate of liability insurance. Eastern New Mexico State Fair must be listed as a certificate holder **AND** additional insured. Vendors with display booths, food booths, or selling general merchandise must carry \$1,000,000 liability coverage. Vendors with rides, inflatable bouncers, or other physical activities must hold \$2,000,000 liability coverage. *Certificates not listing ENMSF as ADDITIONAL INSURED are not valid.* Insurance agents or Vendor may email certificates to the fair office at leslie.enmsf@yahoo.com

-----OR-----

2. Vendor may purchase liability insurance through the Eastern New Mexico State Fair at \$200. Please note this is liability insurance only. Loss or theft is not covered. Vendors arriving to set up at fair without a valid insurance certificate MUST purchase insurance offered by ENMSF. After the start of fair, any vendor not in compliance with insurance requirements will forfeit their performance deposit. Insurance is for liability only. Theft and/or loss is not covered. If being invoiced, insurance will be added. Once the vendor provides a valid insurance certificate, the insurance fee will be reversed.

INDEMNIFICATION

Exhibitor/Vendor shall indemnify, defend and hold harmless the Eastern New Mexico State Fair, Inc., including its officers, members, agents and employees, from any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings and causes of action of every kind and nature arising out of or in any way connected with Exhibitor's/Vendor's activities at the Eastern New Mexico State Fair. The Eastern New Mexico State Fair will not be responsible for any loss of goods or property by theft, fire, rain, accident or force of nature.

CANCELLATION POLICY

Vendors must cancel prior to September 1 to receive a refund.

This contract does not allow subletting the booth. Booths are non-transferrable between Vendors.

. Eastern New Mexico State Fair may renumber or relocate Vendor booth, if necessary, without prior notice or approval by the Vendor. Refunds will not be granted due to location changes.

. Any vendor not in place by the start of opening day will forfeit all monies paid and space will be leased to new vendor.

Payment Schedule

New vendors are on a first come, first serve basis.

ENMSF is not responsible for vendor missing deadlines due to mail service.

Payment	Due by
To qualify for 10% discount, paid in full by:	
Half booth fee to confirm participation:	3/1/24 After this date, unsecured booths will be placed on the waiting list and spaces will open to new vendors
Booth fee balance, Insurance Certificate or \$200 purchase fee, Performance Deposit:	Sept 1 All fees are non-refundable after this date.

The following map is for your reference. All spaces are 10x10 but are expandable in 10 foot increments

79	Serra Fire
78	
77	
76	
75	Tadpoles Daycare
74	
73	Nikki Lynn's
72	
71	Farmers Insurance

Door

70	Ballard
69	Chaves Co. Search & rescue
68	Courthouse Dogs
67	

Door

66	Cards & Crafts by Cathy
65	Lovelace
64	
63	Fun Stuff

62	Republicans
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J	Andrew Ramos		
61	Kate & Clarie	51	Freeze Treats
60		50	Joshy's cravings
I	Champion Motorsports		

H	Lifetime Spas		
59			
58	J.R Wireless	49	Touch of Purple
57		48	T & T Satellite and Security
56	Dragon Solider	47	
G	Pecos Valley production		

F	Wineglass Cowboy		
55	ENMUR	46	isa M
54		45	C+T Warehouse
53	American Legion	44	
52	Chaves Co. Soil & Water	43	
E	National Furniture		

D	File & Style		
42	SENM Down Syndrome	30	Scentsy
41	SWOP	29	Berkshire
C	Berkshire		

40	State Farm	28	Dexter FFA
39	Kymen	27	Marshall Financial
38		26	Xcel Energy
37	Sunrise Optimist	25	
36	NM	24	
	Advanced Living & Engstrom Laser Center		

35	Flawless Result	23	Puma
34		22	Accessories for Less
33	Referendum Project	21	
32	Trust Mark	20	
31		19	
A	Sheriff's Dept		

Correction Dept

18	PVCA
17	American Porta
16	NM Dept of Ag
15	
14	Enhabit Home
13	Ronika Thomas
12	Straight Shot
11	Bulldog Bouncing Adventures

Door

10	Masons
9	
8	Gideons
7	Fulkerson Plumbing
6	Legacy Monuments
5	Amazing Grace
4	Roswell Elks Lodge
3	Democratic Party
2	
1	Cutco

Door

	KBIM Radio
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KEEP FOR YOUR INFORMATION AND DISTRIBUTE TO ANY PERSON WORKING YOUR BOOTH

If not completed prior to the close of the 2023 fair; print, complete, scan, and email pages 7 and 8 to leslie.enmsf@yahoo.com. An invoice will follow based on your requirements. Your space is not reserved until this contract, the payment, and insurance is received.

This is a sample of a valid certificate of insurance. Please ensure the date is correct, ENMSF is the certificate holder, and listed as ADDITIONAL INSURED



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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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	SUB	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		<input checked="" type="checkbox"/>		9/30/23	10/10/23	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						\$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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						PER STATUTE <input type="checkbox"/> OTHER 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

Holder's Nature of Interest : Additionally Insured

EASTERN NEW MEXICO STATE FAIR
 2500 SE MAIN ST
 ROSWELL NM 88203

CANCELLATION

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

Return to Fair Office

2024 Fair Dates: September 30-Oct 5 Loc:
COMPLETE EVERY FIELD

Business Name			
Contact		Phone	
Address			
City		State	Zip
Email		CRS Number	

Please check requested booth type:

<input type="checkbox"/>	10'X10' Non-profit (limited availability)	\$250	<input type="checkbox"/>	10'x20' In Line	\$700
<input type="checkbox"/>	10'x10' In Line	\$350	<input type="checkbox"/>	10'x20' Single Corner	\$750
<input type="checkbox"/>	10'x10' Corner	\$400	<input type="checkbox"/>	10'x20' Endcap	\$800

Every 10 feet of Booth space comes with either 1 Manager's Pass and 12 Shift Passes **or** 2 Manager's Passes. Please indicate the total number of passes requested INCLUDING those in your package.

Manager's Passes
 Shift Passes

Requesting RV space if available (\$200)

Vendor contact information may be shared with agencies related to the operations of the fair. Examples of this include but are not limited to government agencies, other fairs and festivals, etc.

My signature below signifies that I have read, understand, agree, and will comply with all policies and procedures of the Eastern New Mexico State Fair Contract, pages 1-6.

This signature page must be returned with the vendor contract in order to participate in the Eastern New Mexico State Fair.

THIS AGREEMENT TOGETHER WITH ANY ATTACHMENTS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ASSIGNED BY EXHIBITOR/VENDOR WITHOUT THE FAIR BOARD'S PRIOR WRITTEN CONSENT.

 Exhibitor/Vendor Signature

 Date

OFFICE USE ONLY

Booth Fee				
PAYMENT HISTORY				
Date	Type	Amount	Balance	By
Insurance of Liability certificate listing ENMSF as <u>additional insured</u> . -OR- \$200 LIABILITY insurance purchased through ENMSF				
<input type="checkbox"/> \$200 Performance Deposit submitted		<input type="checkbox"/> Reversed	<input type="checkbox"/> Mailed	<input type="checkbox"/> Picked Up

Passes Received

Notes
