



**ANGEL FIRE RESORT OPERATIONS, LLC
ART+FARMERS MARKET VENDOR AGREEMENT – FRONTIER PLAZA – Summer
2021**

THIS FARMERS MARKET VENDOR AGREEMENT between Angel Fire Resort Operations, LLC, (“the Resort”) and _____ (“the Vendor”) is entered into this ___ day of _____, 2021.

FOR GOOD CONSIDERATION, the Resort retains the Vendor on the following terms and conditions:

1. **Duties and Responsibilities of Vendor.** The Vendor agrees and assumes the following duties and responsibilities as a part of this Agreement:

- a. Set up [food truck] [food/art booth] on June 6, 2021 to September 5, 2021 from from 10 am to 1 pm;
- b. Exclusively promote and include AF RESORT AND LODGING on all promotional materials.

2. **Duties of Angel Fire Resort:**

- a. The Resort shall provide space for the Vendor’s [pop-up tent] [truck] at the Frontier Plaza as directed by AF Resort staff;

3. **Payment.** Vendor shall pay the Resort \$300 by May 1st 2021. If agreement is not signed and payment submitted by May 1st 2021 the price will increase to \$350. This may be paid in full or in two installments of \$175 which will be collected by May 31st 2021 and again on July 31st 2021. Should AF Resort not receive payment in full as set forth herein, it may deny Vendor access on premise.

4. **Duration.** This Agreement shall commence June 6, 2020 and shall terminate on September 6, 2020 or as otherwise agreed upon by the Parties. Either party can terminate the Agreement without cause at any time by giving the other party two (2) days prior written notice.

5. **Expenses.** The Vendor will be responsible for its own expenses, including any expenses necessary to perform the services as set forth herein.

6. **Independent Contractor.** All activities performed by the parties and their employees pursuant to this Agreement shall be rendered as independent contractor.

Additionally, it is expressly agreed that the Resort shall carry no Workers' Compensation insurance or any health or accident insurance to cover the Vendor.

7. **Indemnification.** The Vendor agrees to indemnify and hold harmless the Resort from and against any and all claims, suits, actions, damages, or liability, including reasonable attorneys fees and litigation expenses which the Resort may incur as a result of the Vendor's actions or inaction or for a breach of any representation, covenant, or warranty contained in this Agreement.

8. **Liability Insurance.** The Vendor, in consideration of this Agreement, hereby agrees and covenants to carry and maintain in full force and effect during the term of this Agreement at his/her own expense, public, property & vehicle liability insurance covering bodily injury and property damage liability, in a form and with an insurance Resort acceptable to Angel Fire Resort with limits of coverage of not less than one million dollars (\$1,000,000) aggregate and five hundred thousand dollars (\$500,000) per individual occurrence for bodily injury or death liability for each accident for the benefit of both the Vendor and Angel Fire Resort Operations, LLC, as protection against all liability claims arising from the Vendor's activities, causing Angel Fire Resort Operations, LLC and Angel Fire Real Estate, LLC to be named as an additional-named insured on such policy, and the Vendor agrees to deliver a copy of said policy to the Resort within five (5) days of the beginning of the term of this Agreement. Said policy shall include thirty (30) days advance notification to the Resort of any changes or amendments to, or cancellation of, such policy. The Resort reserves the right to modify, waive or alter the amount of this requirement in its sole and absolute discretion.

9. **Confidentiality or Proprietary Information.** The Vendor agrees, during or after the term of this Agreement, not to reveal confidential information or trade secrets to any person, firm, corporation, or entity. Should the Vendor reveal or threaten to reveal this information, the Resort shall be entitled to an injunction restraining the Vendor from disclosing same, or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Resort may pursue any other remedies it has against the Vendor for a breach or threatened breach of this condition, including the recovery of damages for the Vendor.

10. **Policy and Guidelines.** The Vendor agrees to and shall abide by all of the policies, rules and requirements as set forth in the attached "Angel Fire Resort Policies and Guidelines" attached hereto and incorporated herein.

11. Representations, Covenants, and Warranties.

- a. The Vendor represents and covenants that it has obtained all permits and licenses necessary to comply with all local, state, and federal laws relating to the work described in this Agreement; and
- b. The Vendor agrees and will comply with all state, local, and federal laws, rules, and regulations necessary for it to comply with the terms and conditions of this Agreement.

12. **Effect of Prior Agreements.** This Agreement supersedes any prior agreement between the Resort and the Vendor, except that this Agreement shall not affect or operate to

reduce any benefit or compensation given to the Vendor of a kind elsewhere provided and not expressly provided in this Agreement.

13. **Severability.** If, for any reason, any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect. If this Agreement is held invalid or cannot be enforced, then to the full extent permitted by law, any prior agreement between the Resort (or any predecessor thereof) and the Vendor shall be deemed reinstated as if this Agreement had not been executed.

14. **Attorneys Fees and Costs.** In the event of any action by either party in any way connected with the enforcement of the party’s rights hereunder, the prevailing party shall be entitled to reasonable attorneys fees and costs.

15. **Governing Law.** This Agreement will be governed by and construed pursuant to the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year written below.

ANGEL FIRE RESORT OPERATIONS, LLC

By: _____
Daniel E. Rakes, General Counsel

Date

VENDOR

By: _____

Date