



**VILLAGE OF ANGEL FIRE  
ART+FARMERS MARKET VENDOR AGREEMENT – FRONTIER PLAZA – Summer  
2025**

**THIS FARMERS MARKET VENDOR AGREEMENT** between the Village of Angel Fire, New Mexico, (“the Village”) and \_\_\_\_\_ (“the Vendor”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

FOR GOOD CONSIDERATION, the Village 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/art booth] on Sundays from June 13, 2025 to September 14, 2025 from 10 am to 2 pm; ad
  - b. Exclusively promote and include Visit Angel Fire on all promotional materials.
2. **Duties of the Village of Angel Fire:**
  - a. The Village shall provide space for the Vendor’s [pop-up tent] at the Frontier Plaza as directed by the Village of Angel Fire staff;
3. **Payment.** Vendor shall pay the Village \$300 by May 2<sup>nd</sup>, 2025. This may be paid in full or in two installments of \$150 which will be collected by May 31<sup>st</sup>, 2025 and again on July 31<sup>st</sup>, 2025. Should the Village of Angel Fire not receive payment in full as set forth herein, it may deny Vendor access on premise.
4. **Duration.** This Agreement shall commence June 12, 2025 and shall terminate on September 15, 2025 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 Village shall carry no Workers' Compensation insurance or any health or accident insurance to cover the Vendor.

7. **Indemnification.** Vendor shall defend, indemnify and hold harmless the Village of Angel Fire, its elected officials, officers, agents, employees, and insurers from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Vendor, its officers, employees, or agents, or if caused by the actions of any client of the Vendor resulting in injury or damage to persons or property during the time when the Vendor or any officer, agent, employee, thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Vendor or any officer, agent, employee, under this Agreement is brought against the Vendor, the Vendor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Village of Angel Fire.
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 Village acceptable to the Village of Angel Fire 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 the Village of Angel Fire as protection against all liability claims arising from the Vendor's activities, causing the Village of Angel Fire to be named as an additional- named insured on such policy, and the Vendor agrees to deliver a copy of said policy to the Village within five (5) days of the beginning of the term of this Agreement. Said policy shall include thirty (30) days advance notification to the Village of any changes or amendments to, or cancellation of, such policy. The Village 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 Village 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 Village 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. **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.

- 11. **Effect of Prior Agreements.** This Agreement supersedes any prior agreement between the Village 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.
- 12. **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 Village (or any predecessor thereof) and the Vendor shall be deemed reinstated as if this Agreement had not been executed.
- 13. **Attorney's 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 attorney's fees and costs.
- 14. **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.

The Village of Angel Fire

By: \_\_\_\_\_

\_\_\_\_\_  
Date

VENDOR

By: \_\_\_\_\_

\_\_\_\_\_  
Date