

**Eastern New Mexico State Fair 2025
Lodgers' Tax Sponsorship Agreement**

Article 1.0 PARTIES AND DURATION

- 1.1 The parties to this Agreement are Eastern New Mexico State Fair ("Party"), an incorporated business and the City of Roswell, NM. ("City" or "Sponsor").
- 1.2 **Eastern New Mexico State Fair** is incorporated in the **State of New Mexico** having its principal office located 2055 SE Main, Roswell, NM 88203.
- 1.3 The Sponsor is a municipal corporation agency located in New Mexico having an office at 425 N. Richardson, Roswell, NM 88201.
- 1.4 This Agreement is effective immediately upon its authorized execution by both parties.

Article 2.0 PURPOSE

- 2.1 **Eastern New Mexico State Fair** is in an annual tourist event organized by **Eastern New Mexico State Fair Board**.
- 2.2 In order to generate funds to pay the expenses of operating **Eastern New Mexico State Fair**, Eastern New Mexico State Fair contracts with businesses to promote their goods and services at the event.
- 2.3 The Sponsor desires to utilize the public relations opportunities offered by **Eastern New Mexico State Fair** to promote goods/services and the City as a whole.

Article 3.0 SPONSORSHIP PACKAGE

- 3.1 **Eastern New Mexico State Fair** shall:
 - a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist related event, or at attraction from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, Exhibit 1,
 - b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to the youth (36" or shorter) when accompanied by an adult ticket holder during the **Eastern New Mexico State Fair**,
 - c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly,
 - d. expend or encumber all funds before the final day of the **Eastern New Mexico State Fair**,

- e. comply with all policies, rules and regulations applicable to each event under City laws and policies, and
- f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

3.2 Sponsor will be included on the Sponsor Page of **Eastern New Mexico State Fair** with a link to a sponsor page (link: www.seeroswell.com).

3.3 Sponsor will be included on the sponsor page of any event programs, fliers, postcards, posters or any other advertising, if produced.

Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to **Eastern New Mexico State Fair** cash consideration of **\$AMOUNT** in consideration for the advertising services provided under Article 3.0. The sponsor shall also waive the Special Event Fees owed to the City of Roswell for street closures and personnel, Exhibit A.

4.2 The amount set forth in paragraph 4.1 shall be due to Eastern New Mexico State Fair within seven (7) days of the signing of this Agreement.

Article 5.0 INSURANCE

5.1 **Eastern New Mexico State Fair** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 6.0 TERMINATION

6.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 7.0 ASSIGNMENTS

7.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by **Eastern New Mexico State Fair** without prior written consent of the City, which the City may withhold in its total discretion.

Article 8.0 MISCELLANEOUS

8.1 City shall have the right, at all reasonable times, to inspect **Eastern New Mexico State Fair** goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

- 8.2 The Parties agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.
- 8.3 Any failure to submit receipts shall result in an obligation that **Eastern New Mexico State Fair** return any unaccounted-for consideration.
- 8.4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, **Eastern New Mexico State Fair** and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the EFFECTIVE DATE, the Effective Date hereof.

“City”

CITY OF ROSWELL

By: Chad Cole
City Manager

“Eastern New Mexico State Fair”

Eastern New Mexico State Fair

By: Adriann Ragsdale
Director

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Hessel Yntema

City Attorney