



**Serving
New Mexico
Fund**

Main Contact

**SERVING NM FUND
PARTICIPANT
AGREEMENT**

Should any dispute arise between an employee applicant and the Participant with regards to any grant funding obtained through the Serving New Mexico, including, but not limited to use of funds for the repayment of liens or other financial debts, obligations or loans owed by an applicant to Participant, Participant agrees to indemnify and hold harmless the Hospitality Industry Education Foundation against any claims emanating therefrom.

Entered into this _____ day
of _____.

Signed by:

Signature

Printed Name

Date

Phone number

On behalf of (Company)

Number of employees

By signing this Agreement, the individual named above asserts that they have authority to act on behalf of the Participating party to enter into the binding terms of this Agreement.

The following is an agreement between the Hospitality Industry Education Foundation, located at 9201 Montgomery Blvd. NE Suite 602, Albuquerque, NM 87111 (Contractor) and

_____,
located at

(Participant). Contractor and Participant hereinafter shall collectively be known as “the Parties.” By entering into this agreement, Participant agrees to abide to the following terms:



**Hospitality
Industry
Education
Foundation**

SERVING NEW MEXICO FUND PARTICIPANT AGREEMENT

- Participant acknowledges that the terms and conditions included within this Agreement, including any obligations established as part of this Agreement, are entered into solely between the Contractor and the Participant separate and apart from the rights and obligations established as part of the New Mexico Restaurant Association Membership agreement previously entered by the parties. Termination of this contract does not affect Participant's membership status with the New Mexico Restaurant Association.
- Prior to entering into this Agreement, Participant must be a New Mexico Restaurant Association member in good standing.
- Immediately upon enrollment into the New Mexico Fund, Participant agrees to pay an enrollment fee of \$2.50 per employee of record at the time the Agreement is consummated between the parties.
- Upon enrollment into the Serving New Mexico Fund, Participant agrees to immediately furnish an accounting of all employees directly to Contractor. Such accounting must be furnished annually on the original date of enrollment by Participant to continue participation in the fund. Failure to provide such an accounting within a reasonable time of the due date will result in automatic termination as a participant in the Serving New Mexico Fund.
- For those participants with a compatible POS system enrolling into the Serving New Mexico Fund, Participant also agrees to simultaneously enroll into the RoundUp® program for the duration of this Agreement and agree to all terms and conditions, implicit and explicit, therein. Participant must also agree to designate Hospitality Industry Education Foundation as the beneficiary of all proceeds gained through enrollment in the RoundUp® program immediately upon enrollment in the Serving New Mexico Fund. Participation in the RoundUp® program is mandatory for all Serving New Mexico participants, and Participant agrees to maintain enrollment in the RoundUp® program for the duration of this Agreement. Disenrollment from the RoundUp® program will result in automatic termination as a participant in the Serving New Mexico Fund.
- Upon execution of this Agreement, Participant acknowledges that all decisions as to grant awards for qualifying applicants will be made independently and exclusively by the Contractor, and Participant may not intervene or interfere with such decisions in any way. Participant also acknowledges that grant awards are not guaranteed upon application at any time.
- Revocation of this Agreement resulting in termination of participation in the Serving New Mexico Fund must be made in writing and immediately provided to the non-terminating party.