

# 2017

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## Vendor Handbook

*May 13 to September 10, 2017*



## 26 GREAT YEARS

This is the 26<sup>th</sup> season of the Anchorage Market & Festival

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## **Anchorage Market & Festival Mission Statement**

**A**nchorage Market & Festival strives to provide the Anchorage community and its visitors with a summer weekly attraction featuring a large variety of Alaskan arts and crafts, food and imports at reasonable prices; enhance the quality of life of Anchorage residents, visitors and vendors; and enhance the reputation of Anchorage by creating an atmosphere of a carnival or fair, designed for the enjoyment of adults and children of all ages (“the intended atmosphere and use”); to provide vendors with a low cost, premier location that affords them an opportunity to showcase and display their products to a broad base of consumers and potential consumers, both local and long distance; and to make productive use on weekends of Anchorage’s downtown parking facilities.

This mission statement (The “Anchorage Market & Festival mission”) and the intended atmosphere and use are the primary purposes of Anchorage Market & Festival. In the interest of the market and its participants, any other purpose, advantage or benefit is secondary and is subordinate to the primary purposes.

*Note: The Anchorage Market & Festival regular season consists of the 18 consecutive weekends beginning on Saturday, May 13, 2017, and ending on Sunday, September 10, 2017.*

### **Code of Ethics**

Anchorage Market & Festival and its organizers are committed to providing a market place that is free of discrimination and unlawful harassment. Actions, words, jokes or comments of vendors, their agents, servants, employees, invitees, guests or customers based on an individual’s sex, race, ethnicity, age, religion, disability or any other legally protected characteristic will not be tolerated. It is the policy of the Anchorage Market & Festival to comply with the letter and the spirit and intent of Federal Equal Employment Opportunity laws and rules and other similar state and municipal laws and rules. Vendors observing or having knowledge of illegal incidents or practices or violations of this policy are encouraged to immediately report such incidents to the Anchorage Market & Festival manager.

### **Anchorage Market & Festival Manager**

Webb’s Consulting & Management Services, Inc. operates Anchorage Market & Festival. Its owner and president is William (“Bill”) F. Webb. Throughout this handbook, reference is made to the Anchorage Market & Festival manager and this reference shall mean Webb’s Consulting & Management Services, Inc. and its authorized or designated representatives.

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## **Market Policies**

The Anchorage Market & Festival manager has complete authority to interpret and implement policy, the leases and this handbook at the Anchorage Market & Festival sites, and to act on any breach or violation of any of these items. Vendors, merchants and others are encouraged to provide the Anchorage Market & Festival manager with written suggestions for improvement and for consideration of the Anchorage Market & Festival manager.

All participants of the Anchorage Market & Festival will behave toward Anchorage Market & Festival customers, fellow vendors, staff and volunteers in a professional manner that fosters a sense of market community and camaraderie, a spirit of cooperative involvement and that promotes the market as a whole to the community that it serves.

The Anchorage Market & Festival is designed to project a family atmosphere where people can come together to buy and sell merchandise. Accordingly, fees are collected from vendors to promote attendance and conduct the operations of the Anchorage Market & Festival. It is not intended that individuals, without paying for the leased space, may come into the market for the purpose of selling, displaying or distributing products, services, promotions or materials without signing leases and being subject to the rules therein set forth. Individuals attempting to do so without signing a lease and paying fees will be asked to cease such activity; if they continue to do so, they may be ejected and possibly arrested as trespassers.

This policy may be relaxed for entertainers, at the option of the Anchorage Market & Festival manager, in its sole discretion, when Anchorage Market & Festival quality and atmosphere can be enhanced thereby, and the intended use of the Anchorage Market & Festival protected.

Due to the nature of Anchorage Market & Festival and its intended atmosphere and use, vendors specifically agree to the following restrictions, limitations and policies on the use of the leased space, which shall be strictly construed in favor of the Anchorage Market & Festival manager and in accordance with the Anchorage Market & Festival manager's interpretation of these restrictions, limitations and policies.

It is the responsibility of vendors to fully understand and fully inform their agents, servants, employees, invitees, guests and customers of all of the policies, terms, conditions, traffic patterns, rules and regulations set forth in this handbook and in the vendor's lease agreement and to ensure compliance with the same. The Anchorage Market & Festival manager may issue written additions and addenda to these policies, terms, conditions, rules and regulations and they shall become part of this handbook.

All uses of Anchorage Market & Festival premises shall be consistent with the Anchorage Market & Festival mission and the intended atmosphere and use. The Anchorage Market & Festival manager intends to prevent the display or sale of drugs, alcohol, drug paraphernalia, firearms, BB guns, air guns, paintball guns, paintball supplies, fireworks, poppers, stink bombs, lethal martial arts items, materials depicting or presenting to the

casual passer-by, violence, inebriation, boisterous behavior, nudity, obscenity, pornography or any other violations of law. It is the policy of the Anchorage Market & Festival that no vendor will offer for sale any item that would be deemed inappropriate for sale to an eight-year-old child. The Anchorage Market & Festival is intended to encourage use by all members of the family and actions, products, displays, language and dress must all be compatible with this intent. The Anchorage Market & Festival manager will be sole judge of the appropriateness of these items and vendors agree to cooperate in immediately removing from display or for sale any item deemed inappropriate. Sale of knives, swords or lethal martial arts weapons to persons under the age of 18 is prohibited and vendors selling these items must prominently display, in their booths, a sign indicating that sales to persons under the age of 18 are prohibited. Sale or display of items promoting tobacco or tobacco products, e-cigarettes or marijuana is prohibited.

### **Space Assignments**

An area 10 feet wide by 15 feet deep constitutes the base leased area provided to vendor for a single-space lease in Anchorage Market & Festival. Vendors may request specific spaces in accordance with Anchorage Market & Festival manager's procedures and subject to Anchorage Market & Festival manager's right to assign different spaces. Space assignments are generally made on a "first-come, first-served" basis, with preference given to current vendors who meet other criteria. Vendors requiring booth space larger than 10 feet wide by 15 feet deep for 15 or more Saturdays and Sundays in the 2017 season may purchase additional space in five-foot-wide increments. Additional space is subject to availability and may be restricted to certain areas or rows. Vendors, except stand-by vendors, requesting booths for 14 Saturdays or Sundays or less, will be provided a booth 10 feet wide by 15 feet deep. Booth numbers and width of leased space are assigned by use of numbered tape on the curb, not by the metal placards hanging on post or wire. Certain booths, where space allows, will be up to 20 feet deep measured from the centerline of the concrete island. The booth's 15-foot or 20-foot depth will be marked by white lines on the parking lot's surface. Questions regarding vendor's correct booth placement should be brought to Anchorage Market & Festival manager's attention prior to the set-up of vendor's booth. It is the vendor's responsibility to ensure that adequate space is contracted for the size of canopy or tent and inventory to be used by vendor. All of vendor's displays, activities and personnel must be held within the boundaries of their leased space. No item of any type may extend beyond the 20-foot mark as indicated by the white line. Vendors must recognize the leasehold rights of other vendors and not interfere with these rights by creation of sounds, odors or smells, smoke, infringement of space or other distractions that bother their neighboring vendors, including smoking.

Anchorage Market & Festival manager will not allow "scamming" of the booth assignment system. Vendors who rent two booths or more on Saturday and a lesser amount of booths on Sunday may not use the space left vacant on Sundays. Vendors may not request that we leave a booth open next to them and only pay for that booth if someone else wants it. Vendors should order the amount of space they need without regard as to what booths are open or not.

Craft tables are available for rent in Caribou Corridor and Moose Hollow aisles. Each craft tent has the capacity to accommodate up to eight 30-inch by 72-inch tables. Each table will be regarded as a leased space and all rules and procedures listed within this handbook will be applicable to a craft table the same as it will be for a booth, except as noted here within.

### **Procedures**

2016 vendors, defined as a vendor named in a 2016 lease agreement who fully performed the terms of the lease agreement for the 2016 season, may sign up for the 2017 market commencing immediately upon release of the 2017 Anchorage Market & Festival handbook/manual, and shall do so by delivering to the Anchorage Market & Festival manager by the established deadline, by mail or in person, during regular business hours, only at the offices of Webb's Consulting & Management Services, Inc., 741 East 13th Avenue, Anchorage, Alaska 99501 - 4621, the following three required items:

1. A completed 2017 Anchorage Market & Festival booth request form;
2. A fully executed 2017 vendor lease agreement, filled in with all required information other than the space designation(s); and
3. Payment of not less than 25% or 50%, as appropriate, of the total rent due for the entire term of the lease as calculated in the lease agreement. Vendors selecting the extended payment plan must make a nonrefundable deposit equal to two times the first week's rent or \$250, whichever is greater, at time of signing (food vendor's minimum deposit of \$500).

For 2016 vendors to be given preference in the assignment of 2017 spaces and receive lower than standard rates, lease packages must be returned to Webb's Consulting & Management Services, Inc. (using the above procedure) by 4:00 PM AST on Friday, October 21, 2016. Anchorage Market & Festival manager will recognize only vendors who have a lease in their name. Workers, employees or volunteers will not in any way be included in any preference group unless they obtain a separate lease bearing their name. Leases must be in an individual's name unless the leasing entity is a corporation or LLC.

### **Preferences**

Spaces will be assigned to the following groups of 2016 vendors, who apply by the Friday, October 21, 2016, 4:00 PM deadline, in order of preference. Deadline is recognized as the date the application and appropriate deposit are physically received in Webb's Consulting & Management Services, Inc. office; not date of postmark. Vendor handbooks and lease agreements will be mailed or delivered by hand to address of record to all vendors who participated in the 2016 season.

**Group 1**      2016 vendors who leased space for 15 or more Saturdays and/or 15 or more Sundays and actively operated their booth in at least 12 Saturdays and/or Sundays and who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2017 Anchorage Market & Festival regular season (18 Saturdays and 18 Sundays). Vendors requesting their same space as assigned in 2016 regular season on the same day (Saturday or Sunday) will

be assigned first and then vendors requesting spaces other than the space used in 2016 regular season will be assigned in order of receipt of application.

**Group 2** 2016 vendors who leased space for any part of the 2016 Anchorage Market & Festival season (18 Saturdays and 18 Sundays) and who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2017 Anchorage Market & Festival regular season (18 Saturdays and 18 Sundays) and vendors who leased 15 Saturdays and/or 15 Sundays in the 2016 season but did not participate in at least 12 Saturdays and/or Sundays. Booths assigned in order of receipt of application.

**Group 3** New vendors who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2017 Anchorage Market & Festival regular season (18 Saturdays and 18 Sundays). Booths assigned in order of receipt of application.

**Group 4** 2016 vendors who leased space for any part of the Anchorage Market & Festival season and who wish to lease space for any part of the 2017 Anchorage Market & Festival season (18 Saturdays and 18 Sundays). These vendors will be given preference based on the most Saturdays and/or Sundays committed and will be assigned space after January 20, 2017, or when appropriate space becomes available, whichever is earlier.

**Group 5** New vendors who were not 2016 vendors may apply and be assigned space after groups above have been assigned. A Group 5 vendor may also be a 2016 vendor who does not apply for 2017 space by the October 21, 2016, deadline for preference assignments. Group 5 will be given preference based on the most Saturdays and/or Sundays committed. These vendors will be assigned space after Friday, January 20, 2017, or when appropriate space becomes available, whichever is earlier.

### **Booth Selection**

Anchorage Market & Festival manager will assign booths and craft tables in accordance with the above procedures. When a vendor is the next to select a booth in accordance with the above procedures, Anchorage Market & Festival manager will allow vendor to select from any available booth for which vendor is eligible. Before selecting a booth, the vendor is encouraged to consider what they do and do not want in a booth location. Following are some of the criteria that vendors may wish to consider:

- North or south facing – the sun may have a positive or negative effect on your products, i.e. chocolate melts, jewelry shines, wrapped photos may “sweat”.
- Traffic flow, entrances, street, cross streets within the market area.
- Noise – booths closer to the stage or restroom frontage (sometimes used for entertainment) will be louder; the public address system is located on the five

light poles and the closer to those polls a booth is the louder the announcements will be.

- Location of restrooms and/or handicap parking across 3rd Avenue in the Coho parking lot may be serious considerations for some.
- Competition with the immediate area of the booth may be considered but is difficult to predict as Anchorage Market & Festival manager does not control vendors' product selection other than for meeting the Anchorage Market & Festival family value guidelines, and vendors are allowed to change their product mix during the season.
- Electrical service is in limited quantity and in limited areas of Anchorage Market & Festival. Additional charges apply.

Vendors may request to move to another available open booth after the season has commenced should they not be satisfied with their first selection.

### **Food Vendors**

The number of vendors allowed to sell food items intended for consumption at the market will be limited to no more than 32 food vendors. It is in the best interest of the market to have as wide a variety of quality food items as possibly available for market customers. New food vendors, if any, will be selected solely by the Anchorage Market & Festival manager, giving preference to those vendors who offer new and desirable food products. More information regarding food vendor is contained in the Food Vendor Supplement to Vendor Handbook. Food booths in E. Bear Boulevard are 15' Wide x 20' deep.

### **Deadline for Rent Payments**

Not less than 50% of the entire rental charge due for the entire initial contract term must be paid upon signing of the lease agreement. The entire balance must be paid in full by 4:00 PM AST on Friday, February 10, 2017. A vendor who contracts for 15 or more Saturdays **and** 15 or more Sundays **and** who made payments when due during the **2016 regular season** or is a new vendor in 2017, may pay 25% of the contracted amount upon signing of the lease agreement; 25% of the contracted amount on or before February 10, 2017; 25% of the contracted amount on or before June 1, 2017, and the balance in full by July 1, 2017.

Payment in full will be due upon signing of all leases executed after February 10, 2017, except those who contract for 15 Saturdays and 15 Sundays or more, or those who have selected the extended pay plan. Vendors selecting the extended payment plan must make a deposit equal to two times the first week's rent or \$250, whichever is greater, at time of signing (food vendors \$500 minimum).

No lease agreement will be accepted nor is a booth assigned by Anchorage Market & Festival manager until a signed lease agreement and appropriate payment received in



the office of Anchorage Market & Festival manager. Booths will not be held for more than 10 consecutive days awaiting signed agreements and/or receipt of payments.

### **Alternate Payment Agreement**

Vendors who have contracted for 15 or more Saturdays or 15 or more Sundays may choose the extended payment plan and will pay an additional \$5 per booth per day and must make a payment at time of lease signing of twice the first weekend's lease amount or \$250 (food vendors \$500), whichever is more. Payments will then be due weekly by 4:00 PM of the last day of the week that vendor is participating in Anchorage Market & Festival at a rate of 125% of the average weekend's lease amount balance until full amount of lease agreement has been paid. The week ends on Sunday for purposes of this paragraph. Extended payments must be fully paid prior to 4:00 PM on Sunday, August 20, 2017. Upon Vendor's request we can set up weekly payments as an auto-pay to their Visa or MasterCard credit card.

### **Binding Contract**

Regardless of which payment plan a vendor selects, the full amount of that contract, including any appropriate fees, must be paid in full. No refunds, credits or discounts will be made except as detailed elsewhere in this vendor handbook and/or lease agreement.

### **Refunds of Pre-Paid Rent**

The Anchorage Market & Festival manager will retain 25% of rents contracted and refund all other pre-paid amounts, for any reason, so long as Anchorage Market & Festival manager receives written request for refund on or before Friday, October 21, 2016. No refunds will be made thereafter, except as noted in the lease agreement.

### **Administrative Late Fee**

Vendors are responsible for the timely payment of all money owed to Anchorage Market & Festival manager. Collection of past due lease amounts is a poor use of Anchorage Market & Festival manager's time and resources. We are not in the collection business. If something is preventing you from paying the amount due give the Anchorage Market & Festival manager a call and explain the situation and come to agreement as to when the amount will be paid.

Any payment owed by a vendor that is not made within seven calendar days after its due date shall be subject to an administrative fee of \$100. Vendor acknowledges that late payment by vendor to Anchorage Market & Festival of any rent or other sums due will cause Anchorage Market & Festival to incur costs not contemplated by vendor's lease agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs may include processing and accounting/bookkeeping charges, labor, communication expenses, postage, etc. The parties hereby agree that such administrative charge is not a penalty and that it represents a fair and reasonable estimate of the costs that Anchorage Market & Festival will incur by reason of such late payment.

Additionally, all delinquent payments shall bear interest at the then legal rate of interest as established by Alaska law and vendor shall pay such interest to Anchorage Market & Festival on demand. This administrative fee may be assessed again 30 days after prior assessment if account is not brought up to date by vendor for any reason.

### **Rentals and Space Fee Schedules**

A fee schedule for rentals and space will be established prior to each Anchorage Market & Festival season. Separate or additional fee schedules may be established for other categories, including:

- Grandfather and early signing discounts
- Certified Alaska Grown produce vendors selling only fresh, unadulterated produce
- Exclusive “multi-level franchise” lines, i.e. Mary Kay, Tupperware, etc.
- Exclusive rights to sell Anchorage Market & Festival logo items
- Non-profit organizations and Anchorage area youth groups
- Food vendor
- Anchorage area children under age of 18

### **Rental Charges**

Base rental charges for certified Alaska Grown produce vendors shall be 50% of the prevailing rate for other vendors. All products sold by these vendors are required to be “fresh,” unadulterated and in the raw state with no added ingredients. Anchorage Market & Festival manager retains the right to lease any and all spaces. Base rental charges (standard rates) for all vendors shall be determined by the number of market days covered by a single lease agreement and shall be in the following amounts per space per Saturday or Sunday:

<b>2017 Grandfather and Early Day Rates</b>			<b>2017 Standard Day Rates</b>		
For contracts signed on or before October 21, 2016			For contracts signed after October 22, 2016		
<b>Days Contracted</b>	<b>Saturdays</b>	<b>Sundays</b>	<b>Days Contracted</b>	<b>Saturdays</b>	<b>Sundays</b>
<b>1 — 6</b>	<b>\$ 100</b>	<b>\$ 90</b>	<b>1 — 6</b>	<b>\$ 105</b>	<b>\$ 95</b>
<b>7 — 10</b>	<b>\$ 95</b>	<b>\$ 85</b>	<b>7 — 10</b>	<b>\$ 100</b>	<b>\$ 90</b>
<b>11 — 14</b>	<b>\$ 90</b>	<b>\$ 80</b>	<b>11 — 14</b>	<b>\$ 95</b>	<b>\$ 85</b>
<b>15 — 18</b>	<b>\$ 85</b>	<b>\$ 75</b>	<b>15 — 18</b>	<b>\$ 90</b>	<b>\$ 80</b>
<b>Food 15 — 18</b>	<b>\$125</b>	<b>\$105</b>	<b>Food 15 — 18</b>	<b>\$130</b>	<b>\$110</b>

Appropriate rate above is determined by number of Saturdays and Sundays reserved within one contract and is not cumulative during the season when multiple contracts are signed. The above 2017 grandfather and early day rates will be used to calculate rent for all contracts signed on or before October 21, 2016. The above 2017 standard day

rates will be used to calculate rent for all contracts signed on or after October 22, 2016, for the 2017 season. Food Vendors must select a minimum of 15 Saturdays and 15 Sundays. Food booth rental rates include food vendor fees.

Cost of each extra five-foot space is \$1,275.00 per 2017 season (Food booth \$1,800.00) and is available only to vendors who lease their space for 15 to 18 Saturdays **and** 15 to 18 Sundays in the 2017 season and is subject to availability of extra space on the vendor's assigned row or area. Maximum of five feet of purchased extra space will be allowed for any one vendor, if space is available. Additional rental charges are due based on certain variables. These charges are in addition to the above base rental charges. The following variables affect the additional rental charges: headquarters space area, end row or premium location spaces, electricity, Alaska Grown discount, non-profit organizations, restricted sales and exclusive product sales.

### **Food Vendor Fee**

Vendors selling food or beverage products, which are reasonably determined by Anchorage Market & Festival manager, in its sole discretion, to be generally for consumption at or near the point of sale, will be required to pay a food fee that is built into the food booth lease rate. If food rates are not included in the lease agreement, vendors agree that they shall not sell or allow to be sold or given out free, from their leased space, such food or beverage products except where allowed elsewhere in this handbook. Violation shall be a breach of the lease by vendor and Anchorage Market & Festival manager shall have the immediate right to terminate the lease and exercise other remedies available.

Home-baked goods that are deemed by the Municipality of Anchorage health department to be of no or low risk may be sold at Anchorage Market & Festival and will not be regarded as a food booth. Only designated food booths may sell beverages of any kind.

### **Subleasing**

The subleasing of booth space(s) is strictly prohibited. Only the vendor appearing on the original Anchorage Market & Festival lease agreement may occupy the assigned booth space at any given time. Vendors requiring the assistance of business partners or family members to operate their assigned booth space(s) must receive permission from Anchorage Market & Festival manager prior to the beginning of the market day. If a vendor is unable to occupy the leased rental space on any given Saturday or Sunday, it is necessary to contact the Anchorage Market & Festival manager prior to 8:00 AM of the contracted day that vendor will be absent. No refunds are made.

### **Craft Tents**

Anchorage Market & Festival manager will make available each market day a set-up tent or tents reserved for Alaskan crafters where the Alaskan crafter or members of their immediate family may sell products that they have made themselves or Alaskan authors who are selling books that they or members of their immediate families have written. Each

crafters or authors will be provided one 30-inch-wide by six-foot-long table and two chairs in the tent to display and sell their merchandise or books. Rates for use of the table on Saturdays are the same as if the vendor were renting a booth space without tent, table or chair. Rates for Sundays are the same as if vendor were renting a booth space without tent, table or chair, except vendors who purchase a Saturday may purchase the next day, Sunday, at a reduced rate providing Sunday's reservation is made at same time as Saturday's reservation. One extra table may be leased by a vendor so long as it is positioned to fit in that vendor's allotted six-foot space. Cost of extra table is \$10 per day if ordered in advance or \$20 per day if ordered on day of use.

Market manager will strive to have craft tents ready for occupancy by 8:30 AM each market day.

Anchorage Market & Festival will have a craft tent on Caribou Corridor that is for exclusive use of Made in Alaska or Silver Hand certified crafts products. Another craft tent on East Moose Hollow will be for use of other crafts persons that have Alaska-made products that may or may not be certified by the Made in Alaska or Silver Hand programs. A third craft tent on West Moose Hollow will be for use by anyone.

Any damages to vendor's products or other items due to high winds or rain is the sole responsibility of the lessee. Opening of the tent sides to avoid wind damage to a craft or rental tent will be at the sole discretion of the Anchorage Market & Festival manager and occupants should take actions to protect their property and personal safety.

### **Tent Rentals**

Anchorage Market & Festival manager will supply, set-up and tear-down a 10-foot by 10-foot popup tent for an additional \$65 per single day or \$85 per two-day weekend if reserved in advance. Day of use rentals are \$85 per single day and \$105 per two-day weekend. Included will be two six-foot tables, two chairs, four sidewalls and a minimum 30-pound weight on each leg of the tent. Price does not include space rental fees. A limited number of tents are available. Extra tables are available with advanced notice for \$10 per day/weekend. Day-of-use table rentals are \$20 per day/weekend. Additional chairs are available with advanced notice for \$5 per day of use or \$10 per weekend. Anchorage Market & Festival manager will supply a 10-foot rack for the hanging of a banner in front of a rental tent and hang a 10-foot by three-foot or smaller banner (nine feet six inches by two feet six inches is recommended) for an additional \$10 fee. Banner must be constructed of heavy duty commercial sign material and have grommets on the ends and in the middle. Any damages to vendor's products caused by high-winds or rain in rental tents remains the sole responsibility of lessee.

### **Headquarters and End Cap/Premium Space Areas**

The additional rental charge for leased space near Anchorage Market & Festival headquarters or in an end cap (booths 01, 02, 03, 04, 05, 06, 101, 102, 137 and 138 W. Caribou Corridor) will be \$25.00 per space per each market day. The additional rental charge for leased space in an end cap or premium location booth (139, 142, 178, 180,

and 191 E. Caribou Corridor; 201, 202, 235 and 238 W. Moose Hollow; 237, 240, 289 and 290 E. Moose Hollow; 301, 302, 338 and 341 W. Bear Boulevard; 340, 343, 390 and 395 E. Bear Boulevard) will be \$25 per space for each market day. Vendors occupying these booths must contract for at least 15 Saturdays and 15 Sundays in the 2017 Anchorage Market & Festival season. Preference will be given in the assignment of end cap or premium location booths to vendors who sell Made in Alaska or Silver Hand certified and labeled products.

### **Electricity**

Electrical service is available in limited supply to some booths in East and West Moose Hollow and East Bear Boulevard. Food Vendors are given preference for electrical service. A 115v/20amp duplex outlet or a single 240v/50amp outlet for electricity will be provided, as available, for an additional rental charge of \$20.00 per outlet each Saturday contracted and \$20.00 per outlet per each Sunday contracted. No generators are allowed in the Anchorage Market & Festival area.

Vendor must use only the electrical plug assigned to them and marked with their name. Vendor may not move their electrical cord to another plug without approval of Anchorage Market & Festival manager. Power problems (outages) should be reported immediately to Anchorage Market & Festival manager for reinstatement of power and resolution of problem causing the outage.

Extension cords of adequate length are the responsibility of vendor and should be the three wire/grounded type commercial type (essential for safety), as short as possible to reach from appliance to outlet with little or no extra cord, and of #12 conductor, 3 wires with ground wire.

### **Returned Check Fees**

If the bank for any reason returns a vendor's check there will be a \$45.00 fee assessed. This fee and the face amount of the check must be paid in cash or money order or certified check to Anchorage Market & Festival manager within five days and prior to vendor's entry to another Anchorage Market & Festival day.

### **Nonprofit Organizations**

Anchorage Market & Festival each market day will have available at no charge for the use of one or two local nonprofit organizations that are designated as such under Internal Revenue Code Section 501(c) (3) and provide appropriate documentation of this status, a double wide booth space with a set-up tent, two tables and two chairs in each side for use by two selected nonprofit organizations to conduct their business. Groups may use this space a maximum of three Saturdays and three Sundays during the market season. Booth will be assigned by Anchorage Market & Festival manager based on, in his or her sole discretion, the best and highest use for the community good. Community health projects will have priority.

Local nonprofit groups desiring reserved space for more than three free market-day stand-by spaces will be given a 50% discount on regular market prices for space rental for all days. Anchorage Market & Festival operates 36 days in the 2017 regular season (18 Saturdays and 18 Sundays).

No beverages may be sold in the nonprofit booth. Food products may only be sold upon approval prior to the date of sale by the Anchorage Market & Festival manager and with required permit or approval to sell by the Anchorage health department. No electric service is available to the nonprofit booth. Nonprofit organization must agree to have booth open and staffed during market hours.

### **Exclusive Product Sales**

Exclusive rights to sell on a leased space a national multi-level franchise product, i.e. Mary Kay, Avon, Tupperware, Lip Sense, etc. will be granted to one vendor in the Anchorage Market & Festival for the season. Franchise line exclusivity is \$200.00 per season for exclusivity on Saturdays and Sundays; exclusivity is based on franchise name, not product type. Vendor is obligated to have available for purchase or order multiple items for which exclusive rights were purchased on each of at least 15 Saturdays and 15 Sundays during the season and must be able to document such performance. Exclusivity will not be granted or sold for brand name consumer products.

Rights to sell national multi-level franchise products will be granted on a “first-come first-served” basis by product, except that grandfather rights will be recognized for vendors who held these rights in 2016 and completely fulfilled their contract. Exclusivity agreements must be signed and paid before Friday, October 14, 2016. Anchorage Market & Festival manager will make known to all vendors that an exclusivity agreement for these products has been signed. Vendors, other than the vendor purchasing the exclusivity rights, may not display, advertise or sell those products in their booth.

### **Attendance and Punctuality**

All vendors must sign in by 9:00 AM each market day with the customer service agent (E Street entrance by the headquarters building). Sign in is accomplished when vendor gives preprinted entry pass to gate attendant. Vendors must be ready for business by 10:00 AM on each Anchorage Market & Festival day. **Space reservations and any monies paid for that Anchorage Market & Festival day shall be forfeited in the event a vendor arrives after 9:00 AM.** Vendors arriving late should immediately check in with the Anchorage Market & Festival manager and will be moved to the end of the stand-by waiting list and assigned any available space at no additional charge. In the event that a vendor will be absent from the market and gives advance notice to the Anchorage Market & Festival manager prior to 8:00 AM of the contracted day to be missed, the Anchorage Market & Festival manager will attempt to resell the booth. No refund will be made but another Saturday or Sunday may be selected.

No vehicle will be allowed to enter the Anchorage Market & Festival areas after 9:00 AM. For the safety of vendors and market-goers, all vehicles must be out of Anchorage Market

& Festival areas by 9:30 AM; except 9:00 AM for vendors whose booths are located in Bear Boulevard or booths 401 E. thru 407 E. Aurora Alley. If Anchorage Market & Festival manager has not re-assigned a late arriving vendor's space, the late arriving vendor may occupy the space after signing in with the Anchorage Market & Festival manager, but cannot drive a vehicle on the Anchorage Market & Festival area.

Once a late-arriving vendor receives a booth space, they may then hand cart, carry, and scoot or push their items to their assigned booth space. NO vehicles are allowed in market at this time. A vendor may borrow a cart from the Anchorage Market & Festival when one is available, provided they return it to the storage area west of the restrooms immediately after unloading. Vendors may wish to bring their own carts and helpers.

Stand-by vendors are required to follow the same rules as other vendors and should be familiar with their lease agreement and vendor handbook. Upon mutual agreement, stand-by vendors may be assigned a booth that is less than the standard 10-foot-wide by 15-foot-deep space with no adjustment in rates.

### **Opening and Closing Anchorage Market & Festival**

The Anchorage Market & Festival manager reserves the right to shorten any Anchorage Market & Festival day by minutes or hours, to allow vendors to leave due to inclement weather (or for other reasons) while keeping the Anchorage Market & Festival open, to close the Anchorage Market & Festival, and to close Anchorage Market & Festival and then reopen it. The decision to do so rests with the Anchorage Market & Festival manager during each Anchorage Market & Festival day.

Vendors' rights in such events shall be those set forth in their leases and as set forth in this handbook which is itself part of each vendor's lease. The decision of the Anchorage Market & Festival manager shall be final.

In making this decision, the Anchorage Market & Festival manager may be guided by considerations of convenience, weather or the like, and the decision may – but is not guaranteed to – facilitate or contribute to the health, safety or welfare of vendors, their agents, servants, employees, guests, invitees, customers and others. Notwithstanding the fact that the Anchorage Market & Festival manager has the discretion to so act, Anchorage Market & Festival does not, by doing so, undertake to protect the health, safety or welfare of such persons; the responsibility for doing so lies solely and exclusively with the vendors.

### **Market Hours**

Vendors are **required** to be open for business – rain or shine – during Anchorage Market & Festival hours unless **prior** arrangements have been made with the Anchorage Market & Festival manager. The Anchorage Market & Festival shall be open to the public during the hours of 10:00 AM through 6:00 PM local time each Anchorage Market & Festival day on Saturdays and 10:00 AM to 5:00 PM local time each Anchorage Market & Festival day on Sundays. The Anchorage Market & Festival manager will attempt to communicate with vendors in writing regarding an exception to this policy. Vendor agrees to operate the

leased space continuously these market hours each Anchorage Market & Festival day that has been contracted. Prior planning, with respect to inventory, is essential. Vendors should plan for inclement weather by having ready for use a waterproof shelter, weights, heaters and other equipment necessary for operation during bad weather.

### **Parking and Access**

Vendors may arrive at the Anchorage Market & Festival as early as 6:00 AM on market days and remain until 8:30 PM Saturdays and 9:00 PM Sundays for the purpose of set-up and takedown. Vendor specifically agrees that it shall have no right of access to the leased space prior to the commencement or after the expiration of the stated term, for any purpose. Vendors arriving earlier than 6:30 AM must leave the 3<sup>rd</sup> Avenue loading/bus zone open until the market staff has placed the fencing barricades along 3<sup>rd</sup> Avenue. Likewise, this zone must be open for retrieval of the fencing barricades by 4:30 PM on Sundays.

The first four hours (from 6:00 AM to 10:00 AM) and the last two and one half hours (from 6:00 PM to 8:00 PM (Saturdays) or 5:00 PM to 7:30 PM (Sundays)) shall be used for set-up and takedown of the vendor's equipment, furniture and other personal property. Vehicle access to and from the leased space shall be restricted to the period of 6:00 AM to 9:30 AM (9:00 AM for vendors in booths located on Bear Boulevard) **(Note: All Vehicles must enter the market area prior to 9:00 AM)** and 6:15 PM to 8:30 PM Saturdays or 5:15 PM to 9:00 PM Sundays. All gates will be sealed at 8:00 PM each Saturday of the market season. Parking after 9:00 PM Sunday is not allowed as it interferes with the sweeping and cleaning of the lot.

Vendors may park their trailers, not tents, in their assigned places on Friday provided their space is not being used by a parking lot customer and they pay the appropriate parking charge from time parked until 1:00 AM or they display a valid seasonal parking permit as detailed below.

Vendors may purchase one or more seasonal weekend parking passes that are valid Friday in the Chinook (market's parking lot) parking lot from 12:01 AM to 9:00 PM and/or valid each market day in the Coho parking lot or the Sockeye parking lot close to the Anchorage Market & Festival area for the parking of vendor's and their employees' vehicles. These parking passes must be purchased at Easy Park's office located at 245 W 5th Avenue, Anchorage, AK 99501 during regular business hours M-F 7:30 AM to 5:00 PM. The permit cost is \$50 for the season or \$25 after July 15. Anchorage Market & Festival manager will enclose the proper vendor ID and form with each contract when returned to vendor that allows purchase of the seasonal pass. Vendors are not required to purchase this permit and may park in any legal location of their choosing. Vendors should not park in the alleyway across from the Anchorage Market & Festival E Street entry as this is a no parking tow away zone. Vendors and their employees should not park in front of a downtown business. We encourage vendors to purchase parking passes for all booth workers.



Vendors may park on a first-come first-served basis in the graveled area to the immediate east of the market area, known as “Old C Street” unless told not to by the Alaska Railroad authorities. However, vehicles may not be driven or parked on the grass at any time. Parking in this area will **not** be designated or controlled by Anchorage Market & Festival manager.

A loading zone is established on the eastern end (between booths 142 to 156 E. Caribou Corridor) and western end (between booths 138 to 102 W. Caribou Corridor) of 3rd Avenue each Anchorage Market & Festival day. This area may be used for expeditious loading and unloading for up to 15 minutes only and vendors must remove their vehicles from this area as soon as it is unloaded and before they commence setting up their tent and displays. This limitation will be strictly enforced. **At no time should anyone block any portion of the 3<sup>rd</sup> Avenue Exit or E Street entrance.**

Vendors will use extreme caution in moving vehicles; maximum speed limit in the market area is 3 mph, when safe. Any vehicle that is specifically authorized in writing to remain on the leased space during the term of the lease must sit entirely within the leased space. Vehicles are not permitted on the Anchorage Market & Festival area except as provided herein. All vendors may use vehicles during set-up and takedown hours. Traffic in the market area is all one-way from west to east and north to south. Vendors who find they are in the wrong market street should exit the market area at the southeastern 3<sup>rd</sup> Avenue exit and reenter at the E Street entrance. It is the vendor’s responsibility to ensure all family members and booth employees are aware of Anchorage Market & Festival rules and traffic patterns. Additional vendor handbooks and traffic maps are available from Anchorage Market & Festival manager at no cost.

Vendors are required to assist in facilitating efficient set-up and takedown by:

- Parking their vehicle as close to booth as possible and leaving center aisle open for traffic to continue past booth.
- Parking on the left side (north side) of the Moose Hollow when unloading or loading between the hours of 6:00 AM and 9:30 AM and 6:15 PM and 8:00 PM Saturdays and from 5:15 PM to 9:00 PM on Sundays to allow traffic to continue to move on the right.
- Immediately upon arrival at booth location, unloading vehicle and moving vehicle to outside of market area prior to set-up of tent or booth contents.
- Not entering market area to load at the end of the day until all merchandise, tents and other booth items are packed and ready to load. Loading vehicle as quickly as possible and immediately removing vehicle from the market area.
- Turning off vehicle while loading, unloading or idling in traffic to assist in reducing noxious fumes and noise.
- Not being overanxious about leaving the market area after close of the business day. Booths are required to be open for business until 6:00 PM Saturday and 5:00 PM Sunday.
- Not blocking the traffic lanes on 3<sup>rd</sup> Avenue or E Street. Between the hours of 6:15 PM and 6:30 PM on Saturdays or 5:15 PM and 5:30 PM on Sundays, vehicles must be traveling south on E Street to be eligible to enter the market

area to avoid congestion and gridlock on 3<sup>rd</sup> Avenue. The proper entry to E Street is via a right turn from 3<sup>rd</sup> Avenue onto F Street; another right turn onto 2<sup>nd</sup> Avenue and another right turn onto E Street. Wait your turn in line to enter the Anchorage Market & Festival area.

- Reducing to a minimum the number of vehicles and trips taken into the market area.

Vehicles and trailers may be used within lease area by vendors during Anchorage Market & Festival hours only if they have a demonstrated need for the vehicle during market hours, the vehicle or trailer fits within the leased area and vendor has obtained the prior written approval of the Anchorage Market & Festival manager who will designate special placement designed to impose minimal impact on adjacent vendors. This approval is usually limited to produce trucks and food trailers. Vendors grant the Anchorage Market & Festival manager the right to require vendors to move, or to remove at vendor's sole cost and expense, any vehicle, equipment, furniture or other property of any kind, which does not sit entirely within the leased space. Any emergency movement of vehicles during market operating hours shall be completed only with approval and supervision of the Anchorage Market & Festival manager.

### **Use of Common Areas**

Common areas are designed to provide sufficient open areas for the common enjoyment of Anchorage Market & Festival visitors to pass from vendor to vendor without inconvenience or disruption. Accordingly, the Anchorage Market & Festival manager will endeavor to prevent individuals from congregating, soliciting, selling, promoting or in any manner interrupting, impeding or interfering with the free and easy access of visitors as they attempt to visit Anchorage Market & Festival vendors. Center of aisle may be used for sponsor and market signs, tables, benches, decorations (critters), refuse containers, recycling bins and the placement of raffle vehicles, snow machines, boats, etc. at the sole discretion of the Anchorage Market & Festival manager.

Roving entertainers, with prior approval of Anchorage Market & Festival manager, may use open or common areas including the aisles. Entertainers may receive donations for their performances; however, if they provide a product (i.e. CDs or cassettes) for sale, they must lease a space from Anchorage Market & Festival. Another option is to arrange with the entertainment coordinator to perform on stage or in front of restrooms. Vendors who are inadvertently disturbed by the activities of roving entertainers are encouraged to contact the Anchorage Market & Festival manager for resolution of the problem.

Vendors should consider use of common areas for activities described above when selecting their booth.

Hawking, making excessive noise, creating odors or scents, or other disruptive activities by vendors to draw attention to their booth or products is not allowed in the Anchorage Market & Festival. All vendor activity must be confined to their leased area and if music, sounds or loud talk is audible from adjoining booths, it should be reported to the Anchorage Market & Festival manager. He or she will inform the offending vendor that

the noise is disruptive and they must take immediate actions to lower the volume or eliminate the noise. No public address systems may be used in the vendor booths.

### **Clean Up**

By the end of the term of the lease each Anchorage Market & Festival day (8:30 PM Saturdays and 9:00 PM Sundays), vendors shall remove all equipment, furniture, other property and trash from the leased space and surrounding area and shall leave the leased space and surrounding area in good order and broom cleaned. Vendor shall remove all trash from the Anchorage Market & Festival, or deposit trash in the containers located throughout the market area. Vendors should endeavor to place trash in trash cart pushed through the aisles by market staff regularly throughout the day. All trash should be placed in a heavy duty garbage bag not weighing more than 30 pounds when filled and placed to the edge of the aisle by 7:30 PM Saturdays and 6:30 PM Sundays each market day for market employees to pick-up. **Trash left after these times will be vendor's responsibility to remove from the market area.**

In using the leased space, vendor shall not damage the leased space or surrounding area, or apply markings or other signs or things of any kind to the leased space and surrounding area. Vendor shall not intentionally or accidentally cause or allow any substance of any kind to be spilled, dropped or placed upon or around the leased space, or surrounding area, unless such item can be readily and easily removed or cleaned off entirely by sweeping or rinsing with water. No nails or screws or anchors may be embedded into the asphalt paving of the parking lot.

No substance other than clear, clean water may be poured down the parking lot or street drains, as this is a storm sewer emptying directly into Cook Inlet. Solids should be strained from liquids and disposed of in sealed plastic bags in the normal trash containers. Minor amounts of liquids may be disposed of in the utility sink of the restroom facility storeroom. Additional quantities of liquids should be removed from the market area by vendor and properly disposed of in an approved facility in accordance with good industry practice and Municipality of Anchorage ordinances. All oil and grease or shortenings should be placed in the provided grease barrel or removed from the market area.

Vendor shall be liable to Anchorage Market & Festival manager for any and all costs incurred by Anchorage Market & Festival in cleaning or removing or in causing to be cleaned or removed, any substance of any kind which is left upon the leased space, or surrounding area, or which is left upon areas around the leased space and which came to be upon the area around the leased space as a result of the actions or inaction of the vendor, its agents, servants, employees, contractors, guests or invitees.

### **Signs, Display and Placement**

All of vendor's equipment, furniture, items offered for sale or otherwise displayed and all other property of any kind maintained on the leased space during the term of lease shall be clean, neat, attractive and presentable as determined in the sole discretion of

Anchorage Market & Festival manager, and shall be of a kind and character, the appearance of which is suitable for and consistent with the Anchorage Market & Festival mission statement and the intended atmosphere and use, as determined in the sole and absolute discretion of the Anchorage Market & Festival manager. No sign or other vendor-owned item may be placed outside of the lease area's boundaries at any time. No going out of business, liquidation sale or similar signs are allowed.

### **Security**

Anchorage Market & Festival manager will supply minimal plant security for the protection of its own premises, for the advancement of its own interests, and for the enforcement of the Anchorage Market & Festival manager's decisions in a manner that avoids disputes or other breaches of the peace.

Market staff personnel may incidentally observe and undertake to prevent disputes, breaches of the peace, or other violations of law related to Anchorage Market & Festival premises, rights and interests. The fact that Anchorage Market & Festival staff or contracted security personnel do so should not be interpreted as a decision by Anchorage Market & Festival manager to undertake full security for Anchorage Market & Festival.

Responsibility for the health, safety and welfare of vendors, their agents, servants, employees, invitees, guests and customers remains the sole and exclusive responsibility of vendors. Should vendors determine that security is necessary they shall supply security at their own cost and expense. Anchorage Market & Festival manager, its agents, servants, employees or contractors will not be involved in incidences of theft or shoplifting other than to provide phone usage to call the police and/or other security.

### **Leaving Equipment and Merchandise Overnight**

Anchorage Market & Festival vendors who participate in both Saturdays and Sundays, and retain the same booth for both days, may leave their tent or shelter as well as any equipment or merchandise they desire in place with the understanding that it is left at their own risk and peril. Anchorage Market & Festival manager will attempt to secure the market area from 8:00 PM Saturday to 6:00 AM Sunday by use of private security guards and/or market staff personnel but can make no guarantee that theft or damages will not occur. The Anchorage Market & Festival manager, its agents, servants, employees or contractors shall not be responsible for any vendor losses or of damages to equipment or merchandise due to wind, temperature, fire, theft, vandalism or for any other reason. Vendors leaving items should be aware of the wind and weather considerations in the market area and ensure that their tents and other items in their leased space are securely tied down with sandbags or weights.

No vendor or other market personnel other than security guards and Anchorage Market & Festival manager will be allowed in the market area from 8:30 PM Saturday through 6:00 AM Sunday. Violators will be subject to arrest for trespassing.

## **Advertising, Promotions and Special Events**

Anchorage Market & Festival manager will devise and implement an advertising and promotion program to encourage Anchorage visitors and residents to regularly participate in the festivities and shop at vendor's booths as well as established downtown merchant's facilities. Quantity of advertising will be dependent upon available revenues from the rental of booths and sale of sponsorships. Vendors are encouraged to help promote Anchorage Market & Festival by displaying signs, decals or other provided materials on their vehicles and other appropriate venues.

Anchorage Market & Festival offers door prize drawings each market day using prizes donated by vendors. We encourage vendors to sign up to donate a prize at least twice during the season so the burden is borne by all.

Vendors are encouraged to attach a legible sign to their booth stating the name of the business. Voluntary compliance will help enhance the professional appearance of Anchorage Market & Festival. The Anchorage Market & Festival manager reserves the right in its sole discretion to approve all signage.

The Anchorage Market & Festival manager encourages all vendors, merchants, and their employees to wear personalized nametags indicating their first name and when requested will provide name tags at no cost to vendor.

Anchorage Market & Festival manager may make available for purchase by vendors and the general public items of clothing, shopping bags, decals, stickers and other items that display the Anchorage Market & Festival logo.

## **Speakers Corner**

Based on availability, and to the extent there is interest, the Anchorage Market & Festival manager will make available certain limited space for use by volunteer (uncompensated) speakers, debaters, or others making presentations, vocally, visually, or by handout, or those collecting signatures on topics of general community interest. Space granted for these activities will not conflict with, obstruct, or in any way impede uses by vendors and Anchorage Market & Festival visitors. Such space shall be the exclusive space available for such use at the Anchorage Market & Festival. All parties making use of such space shall do so in a manner that is consistent with the Anchorage Market & Festival mission and the intended atmosphere and use. If such individuals are being compensated, they must request leased space in the dedicated promotional area. All petitions and gathering of signatures must be done only within one's booth area or at market entrances on non-leased property.

## **No Interfering Use**

Vendor, its agents, servants, employees, invitees, guests, customers or other persons authorized by Anchorage Market & Festival manager to use Anchorage Market & Festival area shall not use all or any portion of the Anchorage Market & Festival area in a manner

which impedes, obstructs or interferes with any other vendor's leased space or any vendor's ability to conduct business operations from its leased space, or in a manner which impedes, obstructs or interferes with the free flow of pedestrian traffic throughout the Anchorage Market & Festival area.

All persons authorized by Anchorage Market & Festival manager to use any portion of the Anchorage Market & Festival area whether pursuant to a lease agreement or otherwise, shall be bound by the provisions of this handbook.

### **Release and Agreement Not To Sue**

Vendor releases and forever discharges Webb's Consulting & Management Services, Inc., the Anchorage Market & Festival manager, its agents, servants, employees and contractors and their successors in interest (hereinafter collectively referred to as "releasees") from all actions, suits, claims, demands and damages of every kind and nature, including but not limited to those beyond the inherent risk of an outdoor market, whether special, incidental, consequential or otherwise, mature or to mature in the future, arising out of or in any way connected with the relationship created by the lease agreement between vendor and Webb's Consulting & Management Services, Inc., vendor's occupancy and/or use of the Anchorage Market & Festival area or any portion thereof, or any acts, omissions, faults or negligence of releasees.

Vendor agrees not to sue the releasees for any of the matters released above. In the event vendor breaches this agreement not to sue, releasees shall be entitled to recover their actual reasonable attorney's fees and costs in defending against any action brought by vendor.

### **Logo Use**

Webb's Consulting & Management Services, Inc. is the owner of and claims copyright and trademark protection for the Anchorage Market & Festival logo and has the sole and exclusive right to use, market, license and profit from use of the logo. Vendors wishing to use the Anchorage Market & Festival logo must apply in writing to the Anchorage Market & Festival manager.

### **Product Pricing and Competition**

Pricing of goods sold at the Anchorage Market & Festival is solely the responsibility of vendors. Competitive pricing is encouraged.

No exclusives are granted to any vendor at Anchorage Market & Festival other than those addressed earlier regarding multi-level franchises and food vendors. It is likely that other vendors will offer for sale items similar or identical to those sold by another vendor, and often within close proximity. It is the vendor's sole responsibility to ensure that their products are competitive in price, quality and other criteria. Should a vendor wish to move to another location to avoid a competitor, or for other reasons, Anchorage Market &

Festival manager will assist, provided that an open space is available where requested, and that the move is made the next weekend or later after the request is made.

### **Health and Regulatory Matters**

Vendors and all other personnel authorized by Anchorage Market & Festival manager to use all or any portion of the Anchorage Market & Festival area shall comply with any and all federal, state and local laws, statutes, enactments, rules and regulations of any kind or nature whatsoever in the use of Anchorage Market & Festival area. Vendors selling fresh or frozen fish shall also provide Anchorage Market & Festival manager with copies of appropriate Municipality of Anchorage and/or State of Alaska permits and certificates.

All vendors selling food product of any type are required to obtain a Municipality of Anchorage health permit. Further, food employees must have a current food handler's card. Contact Municipality of Anchorage, Department of Health & Human Services, Environmental Services Division, 825 L Street (Post Office Box 196650), Anchorage, AK 99519-6650. Call 343-4815 for more information. Copies of current Municipality of Anchorage health department permits to operate in the Anchorage Market & Festival shall be delivered to the Anchorage Market & Festival manager before vendor first occupies leased space.

Pets (animal, reptile or other) will be allowed in leased space or elsewhere on Anchorage Market & Festival area provided they are securely caged or leashed within the vendor's leased space. The public is allowed to bring pets, on leashes, into the market area, provided they are in compliance with Municipality of Anchorage Code Title 17. Owners agree to immediately remove aggressive animals and clean up after their pets. Live animals may not be sold in Anchorage Market & Festival without prior approval of Anchorage Market & Festival manager and proof of compliance by vendor with all applicable federal, state and local laws and licensing requirements.

### **Safety**

Vendors agree to keep any open flame, or other combustible material(s) away from any canopy or covering, and to conform to all fire safety requirements, laws and regulations **and to maintain an operable and appropriate fire extinguisher on vendor's premises**. Further, vendors will be responsible for ensuring their tents, tables, inventory and other items located in their leased space area are securely anchored with weight bags or bricks weighing at least 30 pounds on each leg of a tent in case of wind gusts or other inclement weather conditions. Vendors remain solely responsible for any damages caused by items within their leased area (including craft tables) or by their vehicles while in the market area and are encouraged to obtain liability insurance in a sufficient amount to cover such potential damages.

### **Insurance**

Vendors are responsible for anything that happens in their leased space and should make sure that they have adequate insurance or the ability to absorb losses. Many homeowner

or apartment rental coverages may be expanded at no or low cost to cover vendor's Anchorage Market & Festival activities.

### **Policy Exception**

The Anchorage Market & Festival manager has the authority in its sole discretion to grant exceptions to Anchorage Market & Festival policies on an individual basis. Suggested improvements or changes to existing policy may be made in writing and given to the Anchorage Market & Festival manager. Anchorage Market & Festival manager will review policy changes and up to a month may be required for a response.

### **Change of Address or Telephone**

Vendors are responsible for ensuring that the Anchorage Market & Festival manager has a record of their current addresses, telephone numbers and email address.

### **Conflicts**

Where verbal direction or policy may be interpreted to conflict with the vendor lease agreement, the lease agreement and written policies shall be the prevailing authority.

### **Product Restrictions**

The Anchorage Market & Festival manager currently reserves the option of not leasing space to vendors whose activities or products do not assist in fulfilling the Anchorage Market & Festival mission as determined in the Anchorage Market & Festival manager's sole discretion. The right to establish categories and quality standards for items to be sold at Anchorage Market & Festival is reserved to the Anchorage Market & Festival manager. Only new items or items determined by the Anchorage Market & Festival manager to be authentic antiques or collectibles generally recognized as valuable among a broad base of collectors are allowed to be sold at the Anchorage Market & Festival. Garage sales or garage sale items are prohibited. Sale of used paperback books is not allowed. Sale of pull-tabs or "rippies" or lottery tickets is prohibited. Sale of raffle tickets is limited to non-profit organizations who possess a State of Alaska gaming permit, operate all aspects of the raffle themselves and limit sale to persons 18 years of age or older.

Vendors who have not paid food fees may not sell or give away any food or beverage for onsite consumption except that vendors may sell cookies and other baked goods, with permission of the Anchorage health department. Vendors may give away samples of food or beverages in portions of two ounces or less providing the items and dispensing methods have been approved by the Anchorage health department and the item(s) dispensed is compatible with Anchorage Market & Festival Sponsorship agreements and does not compete with our food vendors. Anchorage Market & Festival manager will be sole judge of what is appropriate.

Vendors acknowledge that they will not display, promote or sell drugs (including marijuana), alcohol, drug paraphernalia; tobacco products, e-cigarettes, firearms, air



guns, BB guns, water guns, paintball guns, paintball supplies; fireworks, stink bombs, poppers; violent, dangerous, lethal martial arts items; lewd, erotic or pornographic material or displays; or engage in or promote loud, disruptive or boisterous behavior. Sale of knives, swords or non-lethal martial arts weapons to persons under the age of 18 is prohibited and vendors selling these items must display a sign provided by Anchorage Market & Festival manager indicating that sales to persons under the age of 18 is prohibited by market policy.

The Anchorage Market & Festival manager may enter into sponsorship agreements with various companies or organizations that include restrictions on what brand of products may be sold at Anchorage Market & Festival, i.e., soft drinks, potato chips and similar items. Vendors agree to abide by these sponsorship agreements as a condition of their contract providing such notice is given at least 30 days in advance of a market date.

### **Suggestions**

The Anchorage Market & Festival manager welcomes suggestions from Anchorage Market & Festival vendors and their employees. It is requested that suggestions be in writing and mailed or hand delivered to the Anchorage Market & Festival manager, 741 East 13<sup>th</sup> Avenue, Anchorage, AK 99501-4621. Email [info@anchoragemarkets.com](mailto:info@anchoragemarkets.com).

### **Anchorage Market & Festival Manager Enforcement**

These policies and rules have been created to ensure that the Anchorage Market & Festival experience is as fun, profitable and fair as possible for the vendors, customers and staff of Anchorage Market & Festival. While the Anchorage Market & Festival manager will devote energy to enforcement of the provisions of this handbook and the leases, vendors shall not hold the manager or its agents, servants, employees and contractors responsible for any real or perceived lack of enforcement of such provisions. These policies and lease provisions give the Anchorage Market & Festival manager the option but not the obligation of enforcement. The provision of each lease and of this handbook, which is incorporated into each lease, bind the parties to each lease and create and confer no rights or benefits in favor of any third party.

Thank you for reading through this handbook. Our single goal is to ensure that the 2017 Anchorage Market & Festival season is safe, fun and profitable for everyone involved. Thank you for being part of the Anchorage Market & Festival. We look forward to a successful, profitable and fun 2017 season.

## **Webb's Consulting & Management Services, Inc.**

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## Photos





## 2017 Important Dates

<b>Saturday, August 13, 2016</b>	<b>Vendor information available</b>
<b>Friday, October 14, 2016</b>	<b>Deadline for exclusive applications</b>
<b>Friday, October 21, 2016</b>	<b>Deadline for grandfather rights and early pay discount</b>
<b>Friday, February 10, 2017</b>	<b>Balance due if less than 15 Saturdays and 15 Sundays (25% due if 15 Saturday and 15 Sundays or more are contracted)</b>
<b>Friday, April 21, 2017</b>	<b>Deadline for food menu submission</b>
<b>Saturday, May 13, 2017</b>	<b>First day of Anchorage Market &amp; Festival</b>
<b>Sunday, May 14, 2017</b>	<b>Mother's Day</b>
<b>Monday, May 29, 2017</b>	<b>Memorial Day</b>
<b>Thursday, June 1, 2017</b>	<b>25% due if 15 Saturdays and 15 Sundays or more contracted</b>
<b>Sunday, June 18, 2017</b>	<b>Fathers' Day</b>
<b>Saturday, July 1, 2017</b>	<b>Balance due if 15 Saturdays and 15 Sundays or more contracted</b>
<b>Tuesday, July 4, 2017</b>	<b>Independence Day</b>
<b>Sunday, August 20, 2017</b>	<b>Final payment plan payments due</b>
<b>Monday, September 4, 2017</b>	<b>Labor Day</b>
<b>Sunday, September 10, 2017</b>	<b>Last day of Anchorage Market &amp; Festival for 2017 season</b>





Welcome!  
 Willkommen!  
 Bienvenida!  
 歡迎!  
 Benvenuto!  
 בברכה!  
 добро пожаловать!  
 Bienvenue!  
 환영!  
 Bem-vindo!  
 欢迎!

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STAIRS TO:  
 Ulu Factory  
 Ship Creek Fishing  
 Alaska Railroad Depot  
 (5-10 min. walk)



WALK DOGS HERE



# 2017 Anchorage Market & Festival

Since 1992 \* Celebrating Our 26<sup>th</sup> Year \* May - September

