

2017 Anchorage Market & Festival Vendor Booth Request Form

Return this form with signed lease agreement and deposit to:
Webb's Consulting & Management Services, Inc.
741 East 13th Avenue, Anchorage, AK 99501-4621
Phone (907) 272-5634 Fax 272-5635 info@anchoragemarkets.com
Make Checks Payable To: **Anchorage Market & Festival**

Name: (1 individual) _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: Business: _____ Cell: _____ Home: _____

***Email:** _____

**We will email invoices, statements and vendor newsletters to you unless requested otherwise.*

URL: _____

Products That You Will Sell: _____

Are your products permitted by the Made In Alaska or Silver Hand or Alaska Grown programs? _____

First year that you participated in Anchorage Market & Festival: _____

2016 Booth Address _____ [] None

Booth (s) Requested: You may put down a general location, i.e. between 121 W. Caribou & 101 W. Caribou. This will give you a better chance of getting a booth in the area that you want. The more information that you provide about the location you prefer, the better we can accommodate your request. Specify North or South facing, the aisle you prefer and East or West side of Salmon Run (market center).

First Choice: _____ Second Choice _____

Circle choices: **North** or **South** Facing. **Caribou** or **Moose** or **Bear** or **Aurora**.

East or **West** side. **Craft Tables** **Eat Local Section** **Food Booth** **Electricity** **Close to Restrooms**

All spaces are 10' wide x 20' deep (includes sidewalk) except Aurora Alley booths are 10' wide x 15' deep and E. Bear Boulevard Food booths are 15' wide x 20' deep.

If you are a food for consumption at Anchorage Market & Festival vendor, please complete additional booth request information in the Anchorage Market & Festival's Food Vendor Supplemental Handbook.



2017 Anchorage Market & Festival Vendor Lease Agreement — Page One

This lease agreement is entered into this _____ day of _____, 20__ by and between WEBB'S CONSULTING & MANAGEMENT SERVICES, INC. DBA Anchorage Market & Festival (hereinafter "lessor or Promoter") located at 741 E. 13th Avenue, Anchorage, AK 99501-4621 and _____ (hereinafter "Tenant").

1. AGREEMENT

For and in consideration of Tenant's agreement to pay rent in exchange for Lessor's agreement to let space to Tenant on the terms, covenants, and conditions set forth hereafter, Lessor does hereby lease, demise, and let unto Tenant and Tenant does hereby hire and take from Lessor the portion of the Anchorage Market & Festival Area (more fully described in paragraph 6 of this lease) specified in paragraph 2 below (said portion being referred to hereafter as the "Leased Space").

2. TERM: LEASED SPACE

- a. The term of this lease shall commence at 6:00 a.m. Alaska Daylight Savings Time on each of the Saturdays or Sundays designated hereafter, for which Tenant has paid, in advance, the appropriate rental charges set forth below and the term shall end at 9:00 p.m. Alaska Daylight Savings Time, on each Saturday; or on each Sunday; or on the Sunday should both days have been contracted within one weekend.
- b. The Leased Space and the days included in the term of this lease, so long as Tenant has paid the appropriate rental charge in advance, shall be the space numbers noted hereafter for the days noted next to the space numbers (*SB indicates stand-by status with no booth number currently assigned and T(n) indicates table in a Craft Tent*):

2017 Booth Address:

RENTAL CHARGES Base rental charge for all vendors per a 10' x 15' space as detailed in the Vendor Handbook. Base rental charges for all vendors shall be determined by the number of Saturdays and the number of Sundays covered by this lease agreement in the following amounts per space per a Saturday or Sunday:

Lease dates:		Lease dates:		Lease dates:	
1st Week	[] Saturday, May 13, 2017	7th Week	[] Saturday, June 24, 2017	13th Week	[] Saturday, August 5, 2017
	[] Sunday, May 14, 2017		[] Sunday, June 25, 2017		[] Sunday, August 6, 2017
2nd Week	[] Saturday, May 20, 2017	8th Week	[] Saturday, July 1, 2017	14th Week	[] Saturday, August 12, 2017
	[] Sunday, May 21, 2017		[] Sunday, July 2, 2017		[] Sunday, August 13, 2017
3rd Week	[] Saturday, May 27, 2017	9th Week	[] Saturday, July 8, 2017	15th Week	[] Saturday, August 19, 2017
	[] Sunday, May 28, 2017		[] Sunday, July 9, 2017		[] Sunday, August 20, 2017
4th Week	[] Saturday, June 3, 2017	10th Week	[] Saturday, July 15, 2017	16th Week	[] Saturday, August 26, 2017
	[] Sunday, June 4, 2017		[] Sunday, July 16, 2017		[] Sunday, August 27, 2017
5th Week	[] Saturday, June 10, 2017	11th Week	[] Saturday, July 22, 2017	17th Week	[] Saturday, September 2, 2017
	[] Sunday, June 11, 2017		[] Sunday, July 23, 2017		[] Sunday, September 3, 2017
6th Week	[] Saturday, June 17, 2017	12th Week	[] Saturday, July 29, 2017	18th Week	[] Saturday, September 9, 2017
	[] Sunday, June 18, 2017		[] Sunday, July 30, 2017		[] Sunday, September 10, 2017

2017 Grandfather & Early Sign-up Rates

For Contracts signed on or before October 21, 2016

Days Contracted	Saturdays	Sundays
1 — 6	\$ 100	\$ 90
7 — 10	\$ 95	\$ 85
11 — 14	\$ 90	\$ 80
15 — 18	\$ 85	\$ 75
Food 15 — 18	\$ 125	\$ 105

2017 Standard Day Rates

For contracts signed after October 22, 2016

Days Contracted	Saturdays	Sundays
1 — 6	\$ 105	\$ 95
7 — 10	\$ 100	\$ 90
11 — 14	\$ 95	\$ 85
15 — 18	\$ 90	\$ 80
Food 15 — 18	\$ 130	\$ 110

Page Two of Vendor Lease Agreement

Additional rental charges are due based on certain variables fully described in the Anchorage Market & Festival Vendor Handbook. The parties agree that the amount of rent due under this lease, including amounts due for Base Rent and for additional charges is as follows:

Contracted Saturdays:

Saturday Base Rate \$ _____ x _____ (# of spaces): \$ _____

Saturday Headquarters/End Cap area space: \$25 x _____ (# of spaces): + _____

Saturday Electricity: \$20 x _____ (one duplex plug outlet) 2nd additional \$10: + _____

Daily Saturday Rate: \$ _____

Check here if this is a food booth.

[]

Number of Saturdays Contracted: _____ x

Total Rent Due for 2017 Saturdays: \$ _____

Contracted Sundays:

Sunday Base Rate \$ _____ x _____ (# of spaces): \$ _____

Sunday Headquarters/End Cap area space: \$25 x _____ (# of spaces): + _____

Sunday Electricity: \$20 x _____ (one duplex plug outlets) additional \$10: + _____

Daily Sunday Rate: \$ _____

Number of Sundays Contracted: _____ x

Total Rent Due for 2017 Sundays: \$ _____

Exclusive Fee: Saturday & Sundays \$200 per season (Must be in by 10/14/16) \$ _____

Additional 5' booth space: \$1,275.00. Food \$1,800 (≥15 Sat. and 15 Sun.) \$ _____

Other Charges: Set-up Tent Rental — 1 day \$ 65 or 2 days \$ 85 \$ _____

Food Fire Extinguisher Training _____ x \$35 May 6 or May 10 \$ _____

Total 2017 Rent Due Under This Lease (Saturdays + Sundays + Exclusives + Other) \$ _____

ADDITIONAL IMPORTANT TERMS AND PROVISIONS APPEAR ON PAGE 3 OF THIS LEASE. THESE ADDITIONAL TERMS AND PROVISIONS AND THE ENTIRE ANCHORAGE MARKET & FESTIVAL VENDOR HANDBOOK ARE A PART OF THIS LEASE AND ARE BINDING ON TENANT.

IN WITNESS WHEREOF, the parties have caused this lease to be duly executed, intending to be legally bound hereby as of the day and year first above-written.

TENANT: (Print) _____ Signature: _____

Business Name _____ Date: _____ (Lease must be in ONE person's name)

Date Payment Made: _____ Cash ___ Check # _____ Visa ___ MasterCard ___ **Amount \$** _____

Name on card: _____ Expires ____/____ 3-Digit _____

Card # _____ - _____ - _____ - _____ Zip Code of Card _____

Once processed, credit card number will be blacked out for security reasons.

We do not keep credit card information on record without your signed permission.

For Webb's Consulting & Management Services, Inc. : _____ Date: ____/____/____

4. BALANCE OWED

In the event any balance of rent owed is not paid when due, the lease shall be deemed terminated at the option of Lessor, any reserved space shall be released, and the amount paid shall be forfeited.

5. FOOD AND MERCHANDISE

If no charge is shown above for a food vendor fee, Tenant agrees that Tenant shall not sell, from the Leased Space, food or beverage products which are reasonably determined by Lessor, in its discretion, to be generally intended for consumption at or near the point of sale. **Tenant also agrees that if Tenant sells merchandise, it shall only sell new items or items, which Lessor determines in its discretion, to be authentic antiques or collectibles generally recognized as valuable among a broad base of collectors, and shall not sell garage-sale type items.** Should Tenant fail to comply with these restrictions, this shall be a breach of this lease by Tenant and Lessor shall have the immediate right to terminate this lease and exercise other remedies available to the Lessor.

6. ANCHORAGE MARKET & FESTIVAL AREA

The Anchorage Market & Festival Area is more particularly described as that area encompassing the area known as the "Chinook Parking Lot" located between C and E Streets and 3rd and 2nd Avenues.

7. LESSOR'S RIGHT TO SUBSTITUTE SPACE/ LIMITS ON LEASED SPACE

Lessor reserves and Tenant grants the right to Lessor to substitute spaces other than the Leased Space, at any time and for any reason whatsoever, in Lessor's sole and absolute discretion, provided that Tenant is given the number of spaces in the Anchorage Market & Festival Area for which Tenant has paid, in advance, the rental charges set forth herein. Tenant specifically acknowledges and agrees that the Leased space shall include only the area of the surface of the Anchorage Market & Festival Area (and the air space above this area, to a height of 15 feet) within the area designated as the Leased Space. This lease confers no right with respect to the subsurface below the surface of the Anchorage Market & Festival Area; no right with regard to air space above a height of 15 feet; and no right to an easement for light or air.

8. TENANT'S INDEMNITY

Except for those matters caused solely by Lessor's intentional (as opposed to negligent) actions, or those of its agents, servants, employees, or contractors, Tenant shall indemnify, defend, and save and hold Lessor harmless from and against any and all claims, suits, actions, damages, liabilities or expenses (including actual attorney's fees and costs) arising from or out of, or in any way related to or connected with, Tenant's occupancy of the Leased Space or the use by Tenant or its agents, servants, employees, or contractors, guests, or invitees of the Leased Space or the Anchorage Market & Festival Area.

9. LESSOR'S RIGHTS

1. Should Tenant default in payment or performance of any obligation of Tenant hereunder, Tenant agrees that Lessor shall have, in addition to each and every remedy available at law or in equity, the following rights and remedies which may be exercised by Lessor at its discretion and without prior notice to Tenant: the right to self-help enforcement of Tenant's obligations and Lessor's rights, the right to specific enforcement of Tenant's obligations, the right to immediate possession of the Leased Space, the right to physically remove all of Tenant's property, from the Leased Space and from the Anchorage Market & Festival Area, and the right to store, dispose, or discard any or all of such property at Lessor's sole discretion and at Tenant's expense and on Tenant's account.
2. Lessor reserves the right to terminate this lease at any time, to shorten the term of this lease by months, by weeks, by days, by hours, or by minutes, and to make different, fewer, or less Leased Space available to Tenant, for any reason or for no reason, all in Lessor's sole and absolute discretion, and without prior notice to Tenant.
3. Lessor shall only be required to refund pre-paid charges to Tenant if Lessor cannot provide Tenant the same number of spaces called for hereunder or if a presently scheduled Anchorage Market & Festival does not occur at all. In such event, Lessor shall refund to Tenant only that portion of Tenant's pre-paid rental charges applicable to the amount of space Lessor did not make available to Tenant or applicable to the Anchorage Market & Festival that did not occur. Tenants who do not claim reserved or pre-paid space by 9:00 a.m. on a contracted day have forfeited right to the space and any rent or deposit monies, freeing Landlord to reassign the space (s) to another or other Tenants, for the balance of that day.

10. TENANT'S EXCLUSIVE REMEDY

Tenant acknowledges and agrees that its sole and exclusive remedy under this lease shall be to require Lessor to refund rental charges not earned by Lessor as set forth herein. Tenant specifically waives any and all other rights or remedies which might otherwise be available to Tenant at law or in equity, specifically including the right to seek damages, including but not limited to lost profits, whether special, incidental, consequential or otherwise, except only the right to seek reimbursement of pre-paid rents not earned by Lessor as set forth herein.

11. ANCHORAGE MARKET & FESTIVAL HANDBOOK

Tenant acknowledges and agrees that it has received and read the Anchorage Market & Festival Vendor Handbook ("Handbook") provided by Lessor. All of the terms and provisions of the Handbook are incorporated into this lease, are a part of this lease, and define and limit rights and responsibilities of Lessor and Tenant. Specifically, the Handbook contains important provisions, which, among other things, set forth Lessor's rules and regulations and place restrictions on Tenant's use of the Leased Space. By signing this lease Tenant accepts and agrees to be bound by these and all other terms and provisions set forth in the Handbook.

Anchorage Market & Festival 2017 Payment Plans



Option 1: Standard Payment Terms

All Anchorage Market & Festival signed lease agreements require a minimum of 50% of total contracted amount to be paid at time of the lease signing and the remaining balance to be paid on or before February 10, 2017; unless another optional payment plan is accepted.

Option 2: Standard Payment Terms for 15 or more Saturdays and/or 15 or more Sundays

Vendors who lease 15 or more Saturdays and 15 or more Sundays may elect to pay 25% of the total contracted amount at each of the following intervals: lease signing; February 10, 2017; June 1, 2017 and July 1, 2017.

Option 3: Extended Payments

Lease payments for Vendors who lease 15 or more Saturdays and 15 or more Sundays may be extended out into smaller amounts that are payable during the operating season of Anchorage Market & Festival. A surcharge of \$5.00 per contracted day (Saturday or Sunday) will be added to contracted amount. A down payment equal to two weekend's rent or \$250 (\$500 Food Vendors), whichever is greater, is due at lease signing. The average weekly lease amount will be multiplied by 125% and rounded to the highest \$5 to determine weekly payments. Weekly payments are due each week Vendor is contracted to participate in Anchorage Market & Festival by 4:00 PM of the last day of participation in that week, Saturday or Sunday. Payment is due even if Vendor fails to participate, for any reason. Payment for missed week, or weeks, must be made on the next day vendor participates. Anchorage Market & Festival Manager will make one collection run between 2:30 PM and 4:30 PM each market day to collect amounts owed. Vendors should have payment ready for pickup at this time or make arrangements to bring payment to Headquarters building prior to 4:00 PM.

Option 4: Stand-by or Daily Purchase

Vendors may elect to purchase their booth space on a daily or weekend basis without signing a lease agreement or obtaining an assigned booth space or table space for the season. Full payment is due prior to set-up of booth or table each day of participation. Rates are those appropriate for 1 to 6 weeks (\$105 Saturday/\$95 Sunday).

For your convenience, a worksheet for all 4 of the above Options is on the other side of this form.

Note: Failure to pay on time under any of the above payment options may result in a \$100.00 statement charge being added to offset cost of collections as detailed in the Anchorage Market & Festival Vendor Handbook on Pages 10 & 11, Administrative Fee.

Note: You are entering into a binding agreement for the full amount of the lease agreement plus surcharges, if appropriate. No refunds, credits or discounts will be made other than as addressed in the Lease Agreement.

2017 Anchorage Market & Festival Payment Options Worksheet

Vendor Name: _____ Company: _____

2017 Booth Address _____

2017 Contracted Amount due (from Lease agreement) \$ _____

[] Option 1: Standard Payment Terms

Minimum of 50% of contracted amount due at signing \$ _____

Balance of contracted amount Due on or before February 10, 2017 \$ _____

[] Option 2: Standard Payment Terms for 15 or more Saturdays

AND 15 or more Sundays

- 25% (minimum) of contracted amount due at signing \$ _____
- 25% (minimum) due on or before February 10, 2017 \$ _____
- 25% (minimum) due on or before June 1, 2017 \$ _____
- Balance of contracted amount due on or before July 1, 2017 \$ _____

[] Option 3: Extended Payments

1. Contracted Amount: (From Lease agreement) \$ _____
2. Surcharge: Multiply number of contracted days ____ X \$5.00 per day \$ _____
3. Total Amount to be paid: (#1 plus #2) \$ _____
4. Down payment: Two weeks or \$250 (\$500 Food Vendors), whichever is more) \$ _____
5. Total contracted amount extended: (#3 minus #4) \$ _____
6. Average weekly amount: (#5 ÷ by number of weekends contracted less 1) \$ _____
7. Weekly Payment amount: (#6 x 125%) \$ _____
8. Actual weekly payment rounded to closest \$5: (Round #7 ±\$5) _____ wks @ \$ _____

[] Option 4: Stand-by or Daily Purchase

Amount due must be paid in full prior to setup of booth or table each day of participation. Without lease agreement, amount is \$105 per Saturday and \$95 per Sunday.

Note: You are entering into a binding agreement for the full amount of the lease agreement plus surcharges, if appropriate. No refunds, credits or discounts will be made other than as addressed in the Lease Agreement.



Webb's Consulting & Management Services, Inc.

741 E 13th Ave.

Anchorage, AK 99501

Phone: 907-272-5634 Fax: 272-5635

Email: info@anchoragemarkets.com



Recurring Payment Authorization Form

If you would like to enjoy the convenience of automatic recurring billing, simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement. You may cancel this automatic billing authorization at any time by contacting us.

Customer Information (to be completed by merchant)

Customer/company _____

Contact name _____ Account number _____

Email address _____ Phone () - Ext: _____

Payment Information (to be completed by merchant)

I authorize _____ to automatically bill the card listed below as specified:

Product/service description _____

Recurring amount _____

Frequency (check one) ☐ Once ☐ Daily ☐ Weekly ☐ Twice/month ☐ Monthly ☐ Quarterly

Start on _____ / _____ / _____ End on: (check one) ☐ _____ / _____ / _____
Month Day Year Month Day Year

☐ No end date

Credit Card Information (to be completed by customer)

Card type ☐ MasterCard ☐ VISA ☐ Discover ☐ AMEX ☐ Other _____

Cardholder name _____ Cardholder ZIP Code _____
(as shown on card) (from credit card billing address)

Card number _____ Expires _____ / _____

☐ Notify me via email when my credit card is charged. (Make sure email address above is correct.)

Customer's signature _____

Date _____