

Bear Paw

Vendor Court 2018

Vendor Handbook



Friday, July 13 from 12noon to 10PM
Saturday, July 14 from 12noon to 10PM
Sunday, July 15 from 12noon to 6PM

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THIS EVENT SELLS OUT

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[Webb's Consulting & Management Services, Inc.](#)
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Table of Contents

BEAR PAW FESTIVAL VENDOR COURT MISSION STATEMENT-----3
CODE OF ETHICS-----3
BEAR PAW FESTIVAL VENDOR COURT MANAGER -----3
MARKET POLICIES-----4
SPACE ASSIGNMENTS-----5
PROCEDURES -----5
PREFERENCES -----5
DEADLINE FOR RENT PAYMENTS-----6
REFUNDS OF PRE-PAID RENT -----7
RETURNED CHECK FEES-----7
SUBLEASING-----7
RENTAL CHARGES -----7
ELECTRICITY -----8
FOOD VENDOR FEE -----8
INSURANCE -----8
OPENING & CLOSING BEAR PAW FESTIVAL VENDOR COURT -----9
VENDOR COURT HOURS ----- 10
PARKING & ACCESS – SAFELY----- 10
USE OF COMMON AREAS ----- 11
SIGNS, DISPLAY & PLACEMENT----- 11
SECURITY----- 12
NO INTERFERING USE ----- 12
SAFETY ----- 12
ASSISTANCE ----- 12
HEALTH & REGULATORY MATTERS----- 13
PRODUCT PRICING----- 13
POLICY EXCEPTION ----- 13
CHANGE OF ADDRESS OR TELEPHONE ----- 13
RELEASE AND AGREEMENT NOT TO SUE ----- 13
PRODUCT RESTRICTIONS ----- 14
ENFORCEMENT----- 14
CONFLICTS----- 14
IMPORTANT BEAR PAW FESTIVAL 2018 DATES ----- 15

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Bear Paw Festival Vendor Court Mission Statement

Bear Paw Festival Vendor Court strives to provide Festival participants and visitors with a summer attraction featuring a large variety of Alaskan arts and crafts, food and imports at reasonable prices, for the purpose of enhancing their enjoyment of the Bear Paw Festival Participants and the reputation of Eagle River; and is designed for the enjoyment of adults and children of all ages, (“the Intended Atmosphere and Use”); and to provide Vendors with a low cost, premier location which affords them an opportunity to successfully showcase and display their products to a broad base of consumers and potential consumers (“The Intended Atmosphere and Use”), and which best positions them to be successful.

This mission statement (The “Bear Paw Festival Vendor Court Mission”) and the Intended Atmosphere and Use are the primary purposes of Bear Paw Festival Vendor Court. In the interest of the Bear Paw Festival and its participants, any other purpose, advantage, or benefit is secondary and is subordinate to the primary purposes.

Code of Ethics

Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court Manager.

Bear Paw Festival Vendor Court Manager

Webb’s Consulting & Management Services, Inc. operates & manages Bear Paw Festival Vendor Court. It’s Owner and President is William (“Bill”) F. Webb. Throughout this Handbook reference is made to the Bear Paw Festival Vendor Court Manager and this reference shall mean Webb’s Consulting & Management Services, Inc. and its authorized or designated representatives.

Webb’s Consulting & Management Services, Inc.
741 East 13th Avenue
Anchorage, Alaska 99501-4621
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The Bear Paw Festival Vendor Court Manager has complete authority to interpret and implement policy, the leases and this Handbook at the Bear Paw Festival Vendor Court site, and to act on any breach or violation of any of these items.

Bear Paw Festival Vendor Court Policies

All participants of the Bear Paw Festival Vendor Court will behave toward Bear Paw Festival Vendor Court customers, staff and volunteers in a professional manner which fosters a sense of Bear Paw Festival community and camaraderie, a spirit of cooperative involvement, and which promotes the Bear Paw Festival as a whole to the community that it serves.

The Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court. It is not intended that individuals, without paying for the Leased Space, may come into the Bear Paw Festival 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 Bear Paw Festival Vendor Court Manager, in its sole discretion, when Bear Paw Festival Vendor Court quality and atmosphere can be enhanced thereby, and the intended use of the Bear Paw Festival Vendor Court protected.

Due to the nature of Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court Manager and in accordance with the Bear Paw Festival Vendor Court 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 the policies, terms, conditions, rules and regulations set forth in this Handbook and in Vendor's lease and to ensure compliance with the same. The Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court premises shall be consistent with the Bear Paw Festival Vendor Court Mission and the Intended Atmosphere and Use. The Bear Paw Festival Vendor Court Manager intends to prevent the display or sale of drugs, ***including marijuana (legal or not)***, alcohol, drug paraphernalia, firearms, BB Guns, air guns, fireworks, poppers, silly string, 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 Bear Paw Festival Vendor Court Manager that no vendor will offer for sale any item that would be deemed inappropriate for sale to an eight-year-old child. The Bear Paw Vendor Court 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 Bear Paw Festival Vendor Court Manager will be sole judge of the appropriateness of these items and Vendors agree to cooperate in immediately removing any item deemed inappropriate for family viewing or listening.

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Gaming is restricted to local nonprofit groups who are raising funds for the organization, on condition that that all labor used to sell tickets is by volunteers or staff members of the organization; no “operator” or “fundraiser” or “consultant” who shares in the profits or receipts is utilized; all federal, state and local laws are complied with and required permit is posted on site. Pull tabs are not allowed to be sold in the Bear Paw Festival Vendor Court.

Space Assignments

An area 10 feet wide by 20 feet deep constitutes the base leased area provided to Vendor for a single-space lease in Bear Paw Festival Vendor Court. (Booths 99 and 100 are the exception and are ten feet wide and ten feet deep). An area 20 feet wide by 20 feet deep constitutes the base leased area provided to Vendor for a double-space lease in Bear Paw Festival Vendor Court. Vendors may request specific spaces in accordance with Bear Paw Festival Vendor Court Manager’s procedures and, subject to Bear Paw Festival Vendor Court Manager’s right to assign different spaces. Space assignments are made on a “first-come, first-served” basis.

Procedures

2017 Vendors, defined as a Vendor named in a 2017 Lease Agreement who fully performed the terms of the Lease Agreement for the 2017 season, may sign up for the 2018 Festival commencing immediately upon release of the 2018 Bear Paw Festival Vendor Court Handbook, and shall do so by delivering to the Bear Paw Festival Vendor Court Manager by the established deadline, online, 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 required items:

- Bear Paw Festival Vendor Court booth request form or online registration;
- A fully executed 2018 Vendor Lease Agreement, filled in with all required information other than the space designation (s); and
- Payment of not less than 50% of the total rent due for the entire term of the lease as calculated in the Lease Agreement.
- Applicants may and are encouraged to register online by visiting www.anchoragemarkets.com and clicking on the Bear Paw Vendor Court Logo. Online registration will be found in upper left corner of screen and marked Vendor Info. Vendors may fill out all needed information, make payment by Visa, MasterCard, Discover or American Express and select, pay for and confirm a booth selection on this site.

For 2017 Vendors to be given preference in the assignment of 2018 spaces, lease packages must be returned to Webb’s Consulting & Management Services, Inc. (using the above procedure) or online registration completed by 4:00 PM AST on Friday, February 23, 2018. Bear Paw Festival Vendor Court 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.

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Preferences

2018 Bear Paw Vendor Court grandfather rights will expire on Friday February 17, 2018.

Spaces will be assigned to the following groups of 2018 Vendors, who apply before the Friday, February 23, 2018 deadline, in order of preference. Deadline is recognized as the date the application and the appropriate deposit is physically received in Webb's Consulting & Management Services, Inc. office; not date of postmark. Vendor Handbooks and Lease Agreements will be mailed or emailed to all Vendors who participated in the 2017 festival to their last address of record. Vendor Handbooks may also be found at www.anchoragemarkets.com.

Group 1 Vendors who leased space for 2017 Bear Paw Festival Vendor Court and who wish to lease space in the 2018 Bear Paw Festival Vendor Court. Vendors requesting their same space as assigned in 2017 regular season will be assigned first and then Vendors requesting spaces other than the space used in 2017 regular season will be assigned second.

Online registration is available for those selecting the same booth as assigned to them in 2017. Food vendors will be required to select a booth in the 4th row; booths 401 to 437. **No other vendors are allowed in this row.**

Group 2 New Vendors who wish to lease space for the 2018 Bear Paw Festival Vendor Court, or 2017 Vendors who apply after the February 23, 2018 deadline may use online registration after February 26, 2018. Paper applications may be submitted anytime but booth assignments will not be confirmed until after February 26, 2017 when grandfather rights have been exercised.

Note: The number of vendors allowed to sell food items intended for consumption at the Bear Paw Festival will be limited to no more than 32 Food Vendors. It is in the best interest of the Bear Paw Festival Vendor Court to have a wide variety of quality food items available for Bear Paw Festival customers. New vendors, if any, will be selected solely by the Bear Paw Festival Vendor Court Manager, giving preference to those vendors who offer new and desirable food products. Not more than two food vendors may sell a same or similar "main" product.

Deadline for Rent Payments

Not less than fifty percent (50%) of the entire rental charges due for the entire contract must be paid upon signing of the lease agreement. The entire balance must be paid in full by Friday, May 11, 2018. Payment in full will be due upon signing of all leases executed thereafter. In the event any balance or rent owed is not paid when due, the lease shall be deemed terminated at the option of Bear Paw Festival Vendor Court Manager, any reserved space shall be released, and the amount paid shall be forfeited. Vendor acknowledges that late payment by Vendor to Webb's Consulting & Management Services, Inc. of any rent or other sums due will cause Webb's Consulting & Management Services, Inc. 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, marketing, communication expenses, postage, etc. The

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parties hereby agree that such administrative charge is not a penalty and that it represents a fair and reasonable estimate of the costs that Webb's Consulting & Management Services, Inc. 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 Webb's Consulting & Management Services, Inc. on demand.

Refunds of Pre-Paid Rent

The Bear Paw Festival Vendor Court Manager will refund 100% of rents paid in advance, for any reason, so long as written request for refund is received by Bear Paw Festival Vendor Court Manager on or before Friday, February 23, 2018. No refunds will be made thereafter, except as noted in the lease agreement. ***A \$100 processing fee will be assessed for all refunds.**

Returned Check Fees

Should the bank for any reason return 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, money order or certified check to Bear Paw Festival Vendor Court Manager prior to Vendor's entry into Bear Paw Festival Vendor Court.

Subleasing

The subleasing of booth space(s) is prohibited. Only the Vendor appearing on the original Bear Paw Festival Vendor Court Lease Agreement may occupy the assigned booth space at any given time.

Rental Charges

Base rental charges for Vendors shall be determined by the number and sizes of space rented as well as other services listed below:

Item	Regular Vendor	Non-Profit Vendor*
Single-wide space	\$300.00 per 10' x 20' Space	\$250.00 per 10' x 20' Space
Additional 1' standard booth space. (If available)	\$30.00 per 1' of booth width	\$30.00 per 1' of booth width
Single-wide Food space	\$500.00 per 10' booth width	\$500.00 per 10' booth width
Additional 1' Food booth space. (If available)	\$50.00 per 1' increment of booth width	\$50.00 per 1' increment of booth width
Electrical Plug	\$125.00 per 15 AMP plug	\$125.00 per 15 AMP plug
30AMP or 50AMP Electric Plug	\$240.00 per plug	\$240.00 per plug
Liability Insurance (If eligible)	\$65 single, \$98.00 double	\$65 single, \$98.00 double
End Cap or Premium Booth	\$100.00 fee	\$100.00 fee

*Nonprofits must verify their 501 (C) (3) IRS tax filing status as approved by the IRS.

The standard booth size is 10' wide by 20' deep. Rented space must be used for a single Vendor's booth/merchandise and not used for another Vendor's benefit. The Bear Paw Festival Vendor Court Manager will be the sole judge of the booth's appropriate use and eligibility for above discounts.

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Electricity

Limited electrical service is available in booths 201 to 224; 301 to 324 and 405 to 437. Food vendors will be given preference in purchase of electricity. Price of \$125.00 will be charged for **each single 15 AMP plug** for the entire three-day period beginning at 4:00 PM on Thursday, July 12, 2018 and operating continuously through 6:15 PM on Sunday, July 15, 2018. **Food Vendors who require higher amperage may purchase a 30AMP or a 50AMP plug at a price of \$240.00 per plug, if plug is reserved by Wednesday, June 27, 2018 (after this date will be billed on time & materials).** Vendors may park RV's or campers in the grassy area in the area East and South of Booth 426 indicated on the 2018 Bear Paw Vendor Court map on a first-come/first-served basis after 8pm on Thursday, July 12, 2018. No electrical will be available for RV's at any time during the Festival. No RV may be parked in the area to the east of booths 401 through 425. *Vendors in booths 406-425 may park their utility trailers behind their booths on a first come first served basis, providing that vendors leave a mandatory 6' buffer zone between the curb for electrical apparatus and service as indicated on the map. No generators are allowed in the Vendor Court Area other than RV Generators used in the grassy area East of booth 426.*

Food Vendor Space

Vendors selling food or beverage products which are reasonably determined by Bear Paw Festival Vendor Court Manager, in his sole discretion, to be generally for consumption at or near the point of sale. If no charge is included in the lease agreement for a food Vendor fee, Vendors agree that they shall not sell or allow to be sold or given away, from their Leased Space, such food or beverage products (including water). Violation shall be a breach of the lease by Vendor and Bear Paw Festival Vendor Court Manager shall have the right to immediately terminate the lease and exercise other remedies available. Food Vendors must receive written permission from the Bear Paw Festival Vendor Court Manager prior to changing the menu (adding items) originally stated on the Lease Agreement. A maximum of two Vendors will be approved to sell the same or like main menu item. Breads, beverages (except Espresso), smoothies, slushes and sides such as fries, chips, chili as a topping, etc. are not limited.

Coca-Cola of Alaska, Inc. has purchased from the Bear Paw Festival organizers exclusive rights to have only their products sold or given away at the Bear Paw Festival, including: bottled water, carbonated and non-carbonated sodas, fruit juices, energy and sports drinks. Food Vendors are required to honor this agreement and will receive special pricing from Coca-Cola of Alaska. Free delivery will be made for products ordered from Coca-Cola on Friday, July 13, 2018.

Insurance

Vendors are each required to secure and maintain during the lease period Comprehensive General Liability Insurance with minimum bodily injury limits of \$1,000,000 each occurrence. This protects both the Vendor and the Festival in the event of a claim. **Webb's Consulting & Management Services, Inc. and Chugiak-Eagle River Chamber of Commerce must be named as additional named insured for the duration of the Festival and a certificate of insurance be provided to Bear Paw Festival Vendor Court Manager at the time of application.**

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Should you not have a suitable insurance policy a temporary insurance policy may be obtained through the Bear Paw Festival organizer's vendor policy with K&K Insurance for a fee of \$65.00 for a single booth and \$98.00 for a double booth and will automatically be included in rate calculations for vendor booths that are eligible and have not provided a certificate as above. Your application will be considered to be incomplete if your certificate does not reflect the additional insured.

The following risks cannot be covered under this policy: Medical Tests, Medical Exams, Blood Tests, Body Piercing, Permanent Tattoos, Mechanical Rides, Non-Mechanical Rides, Stroller or Wheelchair Rentals, Animal Rides, Animal Acts, Petting Zoos, National Companies/Chain Stores, Motor Sports Activities, Haunted House Attractions, Fireworks and Weapons. Vendor's providing these services must obtain insurance on their own in amounts stated above. Any Vendor may obtain this insurance on their own and will be credited the appropriate amount provided a certificate of insurance naming **Webb's Consulting & Management Services, Inc. and Chugiak-Eagle River Chamber of Commerce as additional named insured is received in our office prior to 4:00 PM AST on Friday, May 11, 2018.** No refunds of insurance deposits will be made.

Attendance & Punctuality

All Vendors must sign in by 10:00 AM on Friday, July 13, 2018 with the onsite customer service agent. Vendors must be ready and open for business from 12:00 PM through 10:00 PM on this day; ready and open by 12:00 PM through 10:00 PM on Saturday, July 14, 2018 and ready and open by 12:00 PM through 6:00 PM on Sunday, July 15, 2018. Space reservations and any monies paid by that Bear Paw Festival Vendor Court day shall be forfeited in the event a Vendor arrives after 10:00 AM on Friday, July 13, 2018 unless prior arrangements for late arrival have been made with Bear Paw Festival Vendor Court Manager. No vehicle will be allowed to enter the Bear Paw Festival Vendor Court areas after 10:00 AM on Friday, July 13, 2018. For the safety of Vendors and market-goers, all vehicles must be out of Bear Paw Festival Vendor Court areas by 10:30 AM this date. Vehicles will again be allowed in the market area after 6:15 PM on Sunday, July 15, 2018. Any re-supply of booths during the 10:30 AM on Friday, July 13, 2018 to 6:15 PM on Sunday, July 15, 2018-time period must be done by hand cart or hand carried in from the parking lot.

All vendors must vacate the Bear Paw Vendor Court premises by 9:00 PM on Sunday, July 15, 2018 to allow Bear Paw Festival Vendor Court Manager to clean the parking lot and ensure no disruption or irritation of the surrounding businesses.

Opening & Closing Bear Paw Festival Vendor Court

The Bear Paw Festival Vendor Court Manager reserves the right to shorten any Bear Paw Festival Vendor Court day by minutes or hours, to allow Vendors to leave due to inclement weather (or for other reasons) while keeping the Bear Paw Festival Vendor Court open, to close the Bear Paw Festival Vendor Court, and to close Bear Paw Festival Vendor Court and then reopen it. The decision to do so rests solely with the Bear Paw Festival Vendor Court Manager during each Bear Paw Festival Vendor Court day.

Vendors' rights in such events shall be those set forth in their leases and as set forth in this Handbook, which is part of each Vendor's lease. The decision of the Bear Paw Festival Vendor Court Manager shall be final. In making this decision, the Bear Paw Festival Vendor Court Manager may be guided by considerations of convenience, weather or the like, and the decision may – but is not

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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 Bear Paw Festival Vendor Court Manager has the discretion to so act, Bear Paw Festival Vendor Court does not, by doing so, undertake to protect the health, safety or welfare of any persons; the responsibility for doing so lies solely and exclusively with the Vendors.

Vendor Court Hours

Vendors are **required** to be open for business – rain or shine – during Bear Paw Festival Vendor Court hours unless **prior** arrangements have been made with the Bear Paw Festival Vendor Court Manager. The Bear Paw Festival Vendor Court shall be open to the public during the hours of:

Friday, July 13, 2018 from 12:00 PM through 10:00 PM

Saturday, July 14, 2018 from 12:00 PM through 10:00 PM

Sunday, July 15, 2018 from 12:00 PM through 6:00 PM

•Note: The Bear Paw Festival Grand Parade is held on Saturday morning and Business Boulevard will be closed from 9:40AM to end of parade, around noon. Vendors should plan their resupply and staffing around this closure as you will not be able to access the Bear Paw Festival Vendor Court area during the closed period. See the Bear Paw Guide for more details on closure.

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 & Access – Safety

Vendors may arrive at the Bear Paw Festival Vendor Court as early as 8:00 AM on the first Bear Paw Festival Vendor Court day and remain until three hours after posted closing time for the purpose of set-up and takedown on the last Bear Paw Festival Vendor Court day. 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. Nothing may be placed in the vendor court area prior to 8:00 AM on Wednesday, July 11, 2018 and ***all items must be removed by 9:00 PM on Sunday, July 15, 2018 to allow cleanup including mechanical sweeping and washing of the Bear Paw Festival Vendor Court area.***

All vendor entry to the Bear Paw Festival Vendor Court must be from the South end of the lot on Easy Street. Traffic in Bear Paw Festival Vendor Court area is one-way only from South to North. Do not turn around in Bear Paw Festival Vendor Court area. If in the wrong aisle, exit on the North end of lot and reenter through the South entry. Do not move or remove a barricade. Park on the left side of the aisle (West side) and unload your vehicle quickly. Park your vehicle before starting set up of your tent, displays and merchandise. Do not park in other booth spaces for even a temporary period. Vendors need to make sure all persons entering the Bear Paw Festival Vendor Court area know the number of their booth.

Vendors will use extreme caution in moving vehicles; maximum speed limit is 3 M.P.H., 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 Bear Paw

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Festival Vendor Court grounds except as provided herein. All Vendors may use vehicles during set-up and takedown hours.

Vehicles and trailers may be used by food Vendors during Bear Paw Festival Vendor Court hours only if they have obtained the prior written approval of the Bear Paw Festival Vendor Court Manager who will designate special placement designed to impose minimal impact on adjacent Vendors.

Food Vendors with trailers are encouraged to park their trailers on Wednesday. Vendors grant the Bear Paw Festival Vendor Court Manager the right to require Vendors to move, or to remove at Vendor's sole cost and expense, any vehicle, trailer, 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 Bear Paw Festival Vendor Court Manager.

Vendors are encouraged to park in the area adjacent to the Bear Paw Festival Vendor Court area suggested by the Bear Paw Festival Vendor Court Manager and reserved for their use to the North and East of the Bear Paw Festival Vendor Court area behind Garcia's Restaurant.

Use of Common Areas

Common areas are designed to provide sufficient open areas for the common enjoyment of Bear Paw Festival Vendor Court visitors to pass from Vendor to Vendor without inconvenience or disruption. Accordingly, the Bear Paw Festival Vendor Court 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 Bear Paw Festival Vendor Court Vendors. No amplified sound may originate in any booth that can be heard outside of the Vendor's leased space.

Roving entertainers, with prior approval of Bear Paw Festival Vendor Court Manager, may use open or common areas. 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 the Bear Paw Festival Vendor Court Manager. Vendors who are inadvertently disturbed by the activities of roving entertainers are encouraged to contact the Bear Paw Festival Vendor Court Manager.

Vendor shall be liable to Bear Paw Festival Vendor Court Manager for any and all costs incurred by Bear Paw Festival Vendor Court Manager, or others, 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 & 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 Bear Paw Festival Vendor Court Manager, and shall be of a kind and character, the appearance of which is suitable for and consistent

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with the Bear Paw Festival Vendor Court Mission Statement and the Intended Atmosphere and Use, as determined in the sole and absolute discretion of the Bear Paw Festival Vendor Court Manager.

Security

Bear Paw Festival organizers 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 Bear Paw Festival organizer's decisions in a manner that avoids disputes or other breaches of the peace.

Security personnel may incidentally observe and undertake to prevent disputes, breaches of the peace, or other violations of law unrelated to Bear Paw Festival Vendor Court premises, rights and interests. The fact that Bear Paw Festival organizer's security personnel do so should not be interpreted as a decision by Bear Paw Festival Vendor Court Manager to undertake full security for Bear Paw Festival Vendor Court.

Responsibility for the health, safety and welfare of Vendors, their agents, servants, employees, invitees, guests and customers remain the sole and exclusive responsibility of Vendors. Should Vendors determine that security is necessary, they may supply security at their own cost and expense. Bear Paw Festival Vendor Court staff will not be involved in incidences of theft or shoplifting other than to provide phone usage to call the police and/or other security.

No Interfering Use

Vendor, its agents, servants, employees, invitees, guests, customers, or other persons authorized by Bear Paw Festival Vendor Court Manager to use Bear Paw Festival Vendor Court grounds shall not use all or any portion of the Bear Paw Festival Vendor Court grounds 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 Bear Paw Festival Vendor Court grounds.

All persons authorized by Bear Paw Festival Vendor Court Manager to use any portion of the Bear Paw Festival Vendor Court grounds whether pursuant to a lease agreement or otherwise, shall be bound by the provisions of this Handbook.

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 and to maintain an operable and appropriate fire extinguisher with current inspection tag on Vendor's premises. Further, Vendors will be responsible for insuring their tents, tables, inventory and other items located in their leased space area are securely anchored in case of wind gusts or other inclement weather conditions. Vendors remain solely responsible for any damages caused by items within their leased area. Only fire resistant tent sides and roofs or other cloth goods may be used in the booth. Food vendors must insure all open flames are at least 10' from propane tanks; that propane tanks are securely anchored in a basket or chained to a post; that proper fire extinguisher type (s) is available in the booth and no trip hazards are in the booth.

All items belonging to Vendor, including personnel, must remain behind the 20' depth of their assigned booth at all times.

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Assistance

If the Bear Paw Festival Vendor Court Manager or worker provides a Vendor with assistance, Vendor shall in no way hold that (those) person(s) or Bear Paw Festival Vendor Court Manager responsible for any real or perceived loss or injury.

Health & Regulatory Matters

Vendor and all other personnel authorized by Bear Paw Festival Vendor Court Manager to use all or any portion of the Bear Paw Festival Vendor Court grounds 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 Bear Paw Festival Vendor Court grounds. Copies of current Municipality of Anchorage Health Department permits to operate in the Bear Paw Festival Vendor Court shall be delivered to the Bear Paw Festival Vendor Court Manager before Vendor first occupies leased space. Vendors selling fresh or frozen fish shall also provide Bear Paw Festival Vendor Court Manager with copies of appropriate Municipality of Anchorage and/or State of Alaska permits and certificates. Food Vendors should contact the Municipal Health Department to obtain information, temporary food permit and food handler's training/card.

Product Pricing

Pricing of goods sold at the Bear Paw Festival Vendor Court is solely the responsibility of Vendors.

Policy Exception

Bear Paw Festival Vendor Court Manager has the authority to grant exceptions to Bear Paw Festival Vendor Court policies on an individual basis in its sole discretion. Suggested improvements or changes to existing policy may be made in writing and given to the Bear Paw Festival Vendor Court Manager.

Change of Address or Telephone

Vendors are responsible for ensuring that the Bear Paw Festival Vendor Court Manager has a record of their current addresses and telephone numbers.

Release and Agreement Not to Sue

Consistent with the exclusive remedy provision set forth in the Lease Agreement, Vendor releases and forever discharges Webb's Consulting & Management Services, Inc., the Bear Paw Festival Vendor Court Manager, its agents, clients, servants, employees and contractors and their successors in interest (hereinafter collectively referred to as "Releases") from all actions, suits, claims, demands and damages of every kind and nature, 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 Bear Paw Festival Vendor Court area or any portion thereof, or any acts, omissions, faults or negligence of Releasees.

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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.

Product Restrictions

Bear Paw Festival Vendor Court Manager currently reserves the option of not leasing space to Vendors whose activities or products do not assist in fulfilling the Bear Paw Festival Vendor Court Mission as determined in the Bear Paw Festival Vendor Court Manager's sole discretion. The right to establish categories and quality standards for items to be sold at Bear Paw Festival Vendor Court is reserved by the Bear Paw Festival Vendor Court Manager. Only new items or items determined by Bear Paw Festival Vendor Court Manager to be authentic antiques or collectibles generally recognized as valuable among a broad base of collectors will be allowed to be sold at Bear Paw Festival Vendor Court. Garage sales or garage sale items are prohibited. Sale of used paperback books is not allowed.

Enforcement

These policies and rules have been created to ensure that the Bear Paw Festival Vendor Court experience is as fun, profitable and fair as possible for the Vendors, customers and staff of Bear Paw Festival Vendor Court. While the Bear Paw Festival Vendor Court Manager will devote energy to enforcement of the provisions of this Handbook and the leases, Vendors shall not hold it or its employees responsible for any real or perceived lack of enforcement of such provisions. These policies and lease provisions give the Bear Paw Festival Vendor Court 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.

Conflicts

Where verbal direction or policy may be interpreted to conflict with the Vendor lease, the lease agreement and this Handbook shall be the prevailing authority.

Thank you for reading through this Handbook. Our single goal is to ensure that the 2018 Bear Paw Festival Vendor Court season is fun and profitable for everyone involved.



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Important Bear Paw Festival 2018 Dates

Tuesday, January 23, 2018	Online & hard copy registration begins
Friday, February 23, 2018	Deadline for Grandfather Rights and last day for refunds
Monday, February 26, 2018	Online registration open for all open booths
Friday, May 11, 2018	Entire balance is due. Proof of Comprehensive General Liability Insurance due with Webb's Consulting & Management Services, Inc. & Chugiak- Eagle River Chamber of Commerce named as additional named Insured
Wednesday, July 11, 2018	Trailers Park Coca – Cola order deadline 4:00PM
Thursday, July 12, 2018	Vendors may start setting up after 8:00AM; electricity on by 4:00PM
Friday, July 13, 2018	Bear Paw Vendor Court Coke Delivery 9:00AM -- 11:00AM Gate closes at 10:00AM Vehicles out by 10:30AM Booths Open 12NN-10PM
Saturday, July 14, 2018	Bear Paw Vendor Court Booths Open 12NN-10PM
Sunday, July 15, 2018	Bear Paw Vendor Court Booths Open 12NN-6PM
Sunday, July 15, 2018	Bear Paw Vendor Court must be clear of all vehicles, equipment, tents, etc. by 9:00 PM



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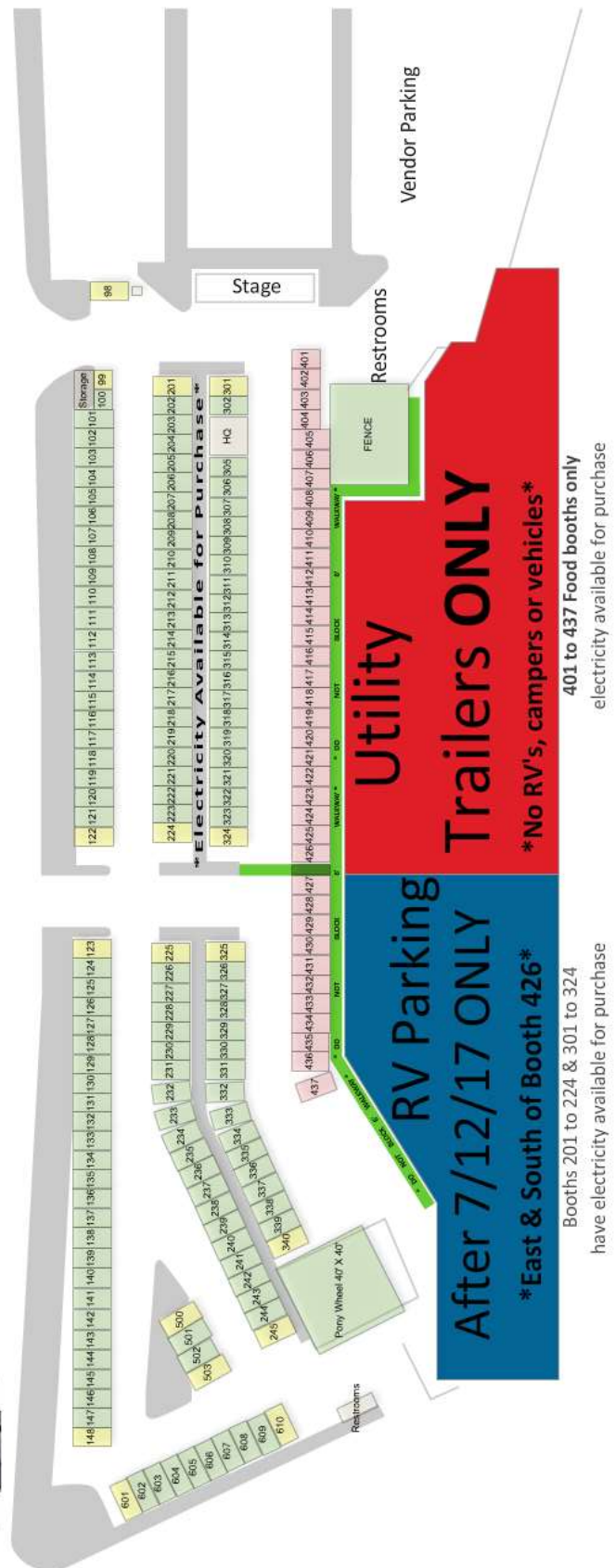


2018 Bear Paw Festival

Bear Paw Festival Vendor Court

July 13-15, 2018

MAP:



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