

2019 Bear Paw Festival

Vendor Court

Vendor Handbook



BEAR PAW FESTIVAL 2019
chugiak-eagle river, alaska

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

REGISTER ONLINE TODAY

<https://shows.map-dynamics.com/bpfest2019/?register>

[Alaska Markets & Events, Inc.](http://www.anchoragemarkets.com)
<http://www.anchoragemarkets.com>
741 E. 13th Avenue • Anchorage, AK 99501
Email: info@anchoragemarkets.com
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Vendor Handbook

Bear Paw Festival Vendor Court Manager encourages each Vendor to read and understand all items in this Handbook, as well as their Online Registration, to eliminate, as much as possible, any misunderstandings or conflicts. It is recommended that these documents be brought to the event and referred to should a question or disagreement arise. Bear Paw Festival Vendor Court Manager may be reached at (907) 272-5634 during the event. Other staff cell numbers and emergency numbers will be listed in our Bear Paw Festival Vendor Court Vendor Newsletter.

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, maintaining the family friendly reputation of Eagle River and providing Vendors with a 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

Alaska Markets & Events, Inc. operates & manages Bear Paw Festival Vendor Court. Throughout this Handbook, reference is made to the Bear Paw Festival Vendor Court Manager and this reference shall mean Alaska Markets & Events, Inc. and its authorized or designated representatives.

Alaska Markets & Events, Inc.
<http://www.anchoragemarkets.com>
741 East 13th Avenue
Anchorage, Alaska 99501-4621

The Bear Paw Festival Vendor Court Manager has complete authority to interpret and implement policy, Online Registration and this Handbook at the Bear Paw Festival Vendor Court site, and to act on any breach or violation of any of these items. Vendor agrees to abide by decisions of Bear Paw

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Festival Vendor Court Manager that are not specifically addressed in Vendor's Online Registration or this Handbook.

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, encourages a spirit of cooperative involvement and 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 Vendor Court for the purpose of selling, displaying or distributing products, services, promotions or materials without Online Registration, payment in full and being subject to the rules therein set forth. Individuals attempting to do so without registering Online and paying fees will be asked to cease such activity; if they continue such activity, they may be ejected and possibly arrested as trespassers.

The above-mentioned policy may be relaxed for entertainers, at the option of the Bear Paw Festival Vendor Court Manager, in their sole discretion, when Bear Paw Festival Vendor Court quality and atmosphere can be enhanced thereby, and the Intended Atmosphere and Use of the Bear Paw Festival Vendor Court is 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, alcohol, drug paraphernalia, firearms, BB guns, air guns, paintball guns, paintball supplies, fireworks, poppers, stink bombs and lethal martial arts items, as well as materials depicting or presenting the following to the casual passer-by: violence, inebriation, boisterous behavior, nudity, obscenity, pornography or any violations of law. It is the policy of the Bear Paw Festival Vendor Court that no Vendor will offer for sale any item that would be deemed inappropriate for sale to an eight-year-old child, except age restricted items sold to persons of legal age. Sale of knives, swords or non-lethal martial arts weapons to persons under the age of 18 is prohibited. Vendors selling age restricted items must prominently display, in their booths, a sign indicating that sales to persons under the legal age (list age) is prohibited. The Bear Paw Festival Vendor Court is intended to encourage use by all members of the family, and Vendors 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 Vendor agrees to cooperate in immediately removing from display or sale any item deemed inappropriate. All items for

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sale must be new merchandise. Gaming is restricted to local nonprofit groups who are raising funds for the organization, on condition 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.

Required Vendor Employee Training

All Food Vendors must ensure that an employee who is properly trained and certified to use a fire extinguisher is in the Food Vendor booth space at all times. Fire Extinguisher training can be found online or at: <http://www.fireextinguishertraining.com/en/introduction.html>. Vendor must supply Bear Paw Festival Vendor Court Manager with a certificate of completion of Fire Extinguisher Training by Friday, May 3, 2019.

Failure to provide the Bear Paw Festival Vendor Court Manager with the above listed certificates may result in forfeiture of Vendor Booth Space and forfeiture of all Pre-Paid Rents or Fees.

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 Bear Paw Festival Vendor Court (booths 99 and 100 are the exception and are 10 feet wide by 10 feet deep). An area 20 feet wide by 15 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

2018 Vendors, defined as a Vendor named in a 2018 Online Registration who fully performed the terms of the Online Registration for the 2018 season, may sign up for the 2019 Bear Paw Festival Vendor Court commencing immediately upon release of the 2019 Bear Paw Festival Vendor Court Handbook, and activation of the Vendor Online Registration. Online Registration must be completed by the established deadline, only online by going to <https://shows.map-dynamics.com/bpfest2019/?register>, or at the offices of Alaska Markets & Events, Inc., 741 East 13th Avenue, Anchorage, Alaska 99501-4621.

The following items are required:

- Online Registration indicating choice of booths and/or booth requirements.
- Payment of not less than **100%** of the total rent due for the entire term of the lease as calculated in the Online Registration and in this Handbook.

For 2018 Vendors to be given preference in the assignment of 2019 spaces, Online Registration must be completed by 4:00 PM AST on Friday, April 12, 2019. Bear Paw Festival Vendor Court Manager will give preference only to Vendors who have a completed 2018 Online Registration in their name. Workers, employees or volunteers will not in any way be included in any preference group unless they obtain a separate Online Registration bearing their name.

Preferences

2019 Bear Paw Vendor Court grandfather rights will expire on Friday, April 12, 2019.

Spaces will be assigned to the following groups of 2018 Vendors, who apply before the Friday, April 12, 2019. deadline, in order of preference. Deadline is recognized as the date the Online Registration is completed by. Online Registration link will be emailed to all Vendors who participated in the 2018

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Bear Paw Festival Vendor Court to their last email address of record. Online Registration may also be found at <https://shows.map-dynamics.com/bpfest2019/?register>

Group 1 Vendors who Leased Space for the 2018 Bear Paw Festival Vendor Court and who wish to lease space in the 2019 Bear Paw Festival Vendor Court. Vendors requesting their same space as assigned in the 2018 Bear Paw Festival Vendor Court will be assigned first and then Vendors requesting spaces other than the space used in 2018 regular season will be assigned second. Exact space numbers and locations cannot be guaranteed due to ever changing city, state and federal regulations. Food Vendors will be required to request 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 2019 Bear Paw Festival Vendor Court, or 2018 Vendors who apply after the April 12, 2019 deadline may use Online Registration after April 15, 2019.

Note: The number of Vendors allowed to sell food items intended for consumption (i.e. Food Vendors) at the Bear Paw Festival Vendor Court 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 participate in other Alaska Markets & Events, Inc. events and who offer new and desirable food products. Not more than 2 Food Vendors may sell a same or similar “main” product unless approved, in writing, by the Bear Paw Festival Vendor Court Manager.

Deadline for Rent Payments

Not less than one hundred percent (100%) of the entire rental charges due for the entire contract must be paid upon completion of Online Registration. Payment in full will be due upon completion of Online Registration, for any leases where Vendor does not submit written request and payment request, in writing, and pay for the Extended Payment Option. 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. If lease is terminated, any reserved space shall be released, and the amount paid shall be forfeited.

Extended Payment Option

This option may be selected by Vendor through written request to Bear Paw Festival Vendor Court Manager. If the Extended Payment Option is chosen and approved, Sixty percent (60%) or more of the total lease amount is due with submittal of application for space. A fee of \$50.00, required by all Vendors who request or select the Extended Payment Option, is due at the time of Online Registration and will be added to Vendor’s invoice. Balance owed is due no later than 60 days prior to the event (May 12, 2019). In the event that 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. If lease is terminated, any reserved space shall be released, and the amount paid shall be forfeited.

Refunds of Pre-Paid Rent

The Bear Paw Festival Vendor Court Manager will refund 75% of rents paid in advance, less any Credit Card Transaction Fee and the Extended Payment Option Fee, for any reason, so long as written request for refund is received by Bear Paw Festival Vendor Court Manager on or before

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Friday, April 12, 2019. No refunds will be made thereafter, except as noted in the Online Registration. A 25% 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 to Alaska Markets & Events, Inc. in cash, by money order or certified check within 3 business days and prior to Vendor's entry into Bear Paw Festival Vendor Court.

Credit Card Transaction Fee

A 2.5% Credit Card Transaction Fee applies to all Credit Card Transactions. This Fee can be avoided by paying via electronic ACH(bank) transfer, check or cash.

Rental Charges

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

Item	Regular Vendor	Non-Profit Vendor*
Single-wide space	\$450.00 per 10'w x 15'd Space	\$400.00 per 10'w x 15'd Space
Premium booth space	\$550.00 per 10'w x 15'd Space	\$550.00 per 10'w x 15'd Space
Additional 1' standard booth space. (If available)	\$50.00 per 1' of booth width	\$50.00 per 1' of booth width
Single-wide food space	\$700.00 per 10'w x 15'd Space	\$700.00 per 10'w x 15'd Space
Additional 1' food booth space. (If available)	\$75.00 per 1' increment of booth width	\$75.00 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	\$260.00 per plug	\$260.00 per plug
Liability insurance (if eligible)	\$65 single; \$98.00 double	\$65 single; \$98.00 double
Extended Payment Option*	\$50.00 fee	\$50.00 fee

*Nonprofits must verify their 501(C)(3) IRS tax filing status as approved by the IRS within 24 hours of registration.

*Extended Payment Option request must be made, in writing, to Alaska Markets & Events, Inc. and approved by the Bear Paw Festival Vendor Court Manager.

The standard booth size is 10' wide by 15' 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 rates.

Sharing or Subleasing Booths

Vendor may share their booth with someone else; however, the person sharing Vendor's booth will have no rights in terms of future events, and the leasing Vendor is responsible for compliance with Bear Paw Festival Vendor Court policies and procedures, outlined in this Handbook and our Online Registration. Persons sharing a booth must make known at least 7 days in advance of first show date (July 5, 2019), in writing, to Bear Paw Festival Vendor Court Manager, Leasing Vendor's name as well as sharing Vendor's name, contact information and product description. Subleasing is not allowed.

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 outlet** for the entire 3-day period, beginning at 4:00 PM on Thursday, July 11, 2019 and

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operating continuously through 6:15 PM on Sunday, July 14, 2019. **Food Vendors who require higher amperage may purchase a single 30AMP or a 50AMP outlet at a price of \$260.00 per outlet, if plug is reserved by Wednesday, June 26, 2019 (after this date Vendor will be billed on time & materials).** Beginning with the 2019 Bear Paw Festival Vendor Court, Vendors may NOT park RV's or campers in the grassy area directly behind booths 401 through 437, as requested by the Municipality of Anchorage Fire Inspector.

NO GENERATORS ARE ALLOWED in the Bear Paw Festival Vendor Court

Food Vendor Space

A Food Vendor is defined as a Vendor selling food or beverage products which are reasonably determined by Bear Paw Festival Vendor Court Manager, in their sole discretion, to be generally for consumption at or near the point of sale. If no charge is included in the Online Registration for a Food Booth, Vendor agrees 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 during Online Registration. A maximum of two Vendors will be approved to sell the same or like main menu items, unless approved in writing by the Bear Paw Festival Vendor Court Manager. Breads, beverages (except espresso), smoothies, slushies 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 Vendor Court organizers exclusive rights to have only their products sold or given away at the Bear Paw Festival Vendor Court, including: bottled water, carbonated and non-carbonated sodas, fruit juices, energy drinks and sports drinks. Food Vendors are required to honor this agreement and will receive special pricing from Coca-Cola of Alaska. Free delivery on Friday, July 12, 2019 will be made for products ordered from Coca-Cola by 4:00pm on Wednesday, July 10, 2019.

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 Bear Paw Festival Vendor Court in the event of a claim.

Alaska Markets & Events, Inc. and Chugiak-Eagle River Chamber of Commerce must be named as additional named insured for the duration of the Bear Paw Festival and a certificate of insurance be provided to Bear Paw Festival Vendor Court Manager at the time of registration.

Should Vendor 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; insurance fee will automatically be included in rate calculations for Vendors who are eligible and have not provided a certificate as described above. Vendor registration will be considered incomplete if insurance certificate does not reflect the additional insured. **Alaska Markets & Events, Inc. and Chugiak-Eagle River Chamber of Commerce as additional named insured is received in our office prior to registration.**

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. Vendors providing these services

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must obtain insurance on their own in amounts stated above. Any Vendor may obtain qualifying insurance on their own.

No refunds of insurance deposits will be made for any reason.

Attendance & Punctuality

All Vendors must check-in with the Bear Paw Festival Vendor Court Manager by 10:00 AM on Friday, July 12, 2019. Vendors must be ready and open for business from 12:00 PM through 10:00 PM on Friday, July 12, 2019; 12:00 PM through 10:00 PM on Saturday, July 13, 2019; and 12:00 PM through 6:00 PM on Sunday, July 14, 2019. In the event a Vendor arrives after 10:00 AM on Friday, July 12, 2019, space reservations and any monies paid to the Bear Paw Festival Vendor Court Manager shall be forfeited. No vehicle will be allowed to enter the Bear Paw Festival Vendor Court areas after 10:00 AM on Friday, July 12, 2019. 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 Bear Paw Festival Vendor Court area after 6:15 PM on Sunday, July 14, 2019. Any re-supply of booths during the 10:30 AM on Friday, July 12, 2019 to 6:15 PM on Sunday, July 14, 2019-time period must be done via hand cart, or be hand carried in from the parking lot.

All booths must be occupied during event hours by the Vendor leasing the booth. Vendors who close their booth early or decide to leave for any reason without first speaking directly with and receiving written permission from Bear Paw Festival Vendor Court Manager will be assessed a \$100 penalty fee.

All vendors must vacate the Bear Paw Vendor Court premises by 9:00 PM on Sunday, July 14, 2019 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/or 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 Online Registration and in this Handbook, which is part of each Vendor's Online Registration. 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 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 Manager 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, wind, snow or shine – during Bear Paw Festival Vendor Court hours unless **prior** written 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 following hours:

Friday, July 12, 2019 from 12:00 PM through 10:00 PM

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Saturday, July 13, 2019 from 12:00 PM through 10:00 PM
Sunday, July 14, 2019 from 12:00 PM through 6:00 PM

Vendors who close their booth early or decide to leave for any reason without first speaking directly with and receiving written permission from Bear Paw Festival Vendor Court Manager will be assessed a \$100 penalty fee.

•Note: The Bear Paw Festival Grand Parade is held on Saturday morning. Business Boulevard will be closed from 9:40AM until the end of parade, around 12:00PM. Vendors should plan their resupply and staffing around this closure as they 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 3 hours after posted closing time on the last Bear Paw Festival Vendor Court day for the purpose of set-up and takedown. Vendor specifically agrees that they shall have no right of access to the Leased Space prior to the commencement or after the expiration of this stated term, for any purpose. Nothing may be placed in the Bear Paw Festival Vendor Court area prior to 8:00 AM on Wednesday, July 10, 2019 and **all items must be removed by 9:00 PM on Sunday, July 14, 2019 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 barricades. 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 or 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 when 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 Festival Vendor Court grounds except as provided herein. All Vendors may use vehicles during set-up and takedown hours.

Vehicles and trailers inspected and approved for use by the Municipality of Anchorage Fire Inspector for use within the Municipality of Anchorage, may be used by Vendors and Food Vendors during Bear Paw Festival Vendor Court hours only if Vendors have obtained prior written approval from the Bear Paw Festival Vendor Court Manager. Upon approval, Bear Paw Festival Vendor Court Manager will designate special placement for vehicles and trailers, designed to impose minimal impact on adjacent Vendors. **Food Vendors with trailers are encouraged to park their trailers on Wednesday, July 10, 2019.** 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

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other property of any kind, which does not sit entirely within the Leased Space and that does not meet the Municipality of Anchorage Fire Code and Regulations. Any emergency movement of vehicles during Bear Paw Festival Vendor Court 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 to the North and East of the Bear Paw Festival Vendor Court, behind Garcia's Restaurant adjacent to the Bear Paw Festival Vendor Court area; the lot issuggested by the Bear Paw Festival Vendor Court Manager and reserved for Vendor use.

Use of Common Areas

Common areas are designed to provide sufficient open areas for the common enjoyment of Bear Paw Festival Vendor Court visitors, and to allow them 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 that can be heard outside of the Vendor's Leased Space may originate in any booth.

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 (e.g. CDs) 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 action 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 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 their own premises, for the advancement of their 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.

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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.

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 Vendor's Leased Space, any Vendor's ability to conduct business operations from their 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. *The only exception to the No Interfering Use policy is the Bear Paw Festival Vendor Court Manager.*

Safety

All Vendors agree to keep any open flame or combustible material(s) away from any canopy or covering, to conform to all fire safety requirements and to maintain an operable and appropriate fire extinguisher with current inspection tag on Vendor's premises. ALL BOOTHS and decorations MUST comply with Municipality of Anchorage, State and Federal fire regulations. Any violations may result in the removal of any materials found to be in violation. All Vendor booths must supply and have a properly inspected and tagged fire extinguisher and a person knowledgeable in its proper use. Further, Vendors will be responsible for ensuring 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 noncombustible tent sides and roofs or other cloth goods may be used in the booth. Food vendors must ensure that all open flames are at least 10' from propane tanks; propane tanks are securely anchored in a basket or chained to a post; proper fire extinguisher type(s) is/are available in the booth and no trip hazards are in the booth. *All items belonging to Vendor, including personnel, must remain behind the 15' depth of their assigned booth at all times.*

Fire Safety

Anchorage Fire Department (AFD) – Several things have evolved over the years to ensure the Bear Paw Festival Vendor Court is fire safe for our Vendors and our many thousands of customers. Be aware of the following requirements and make sure that you comply from the first day to the last.

NOTE: YOU WILL NOT BE ALLOWED TO OPEN YOUR FOOD BOOTH UNTIL YOU ARE IN COMPLIANCE WITH THESE REQUIREMENTS.

Propane is the biggest concern and potential threat to Bear Paw Festival Vendor Court fire safety. The maximum amount of propane stored in your booth space should be the amount needed for one weekend (maximum 100# on site). Bottles should be securely held in a square case or strapped to a post, wall or specialty apparatus designed for this purpose. All propane appliances should have a 20' or longer hose attached to ensure that your propane source (bottle) is at least 10' from any open flame...yours and your neighbors...and does not create a trip hazard in your booth (some appliances

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with tanks designed in are exempt from 10' rule). Design your booth's layout with this in mind. Tanks must be re-inspected every 5-12 years. All equipment, hoses and connectors must be in good shape. Tight fitting lids must be available for all deep fryers and used in case of rain.

NO TURKEY FRYERS ARE ALLOWED.

All tents, temporary membrane structures and cooking booths used for non-open flame cooking or warming of food shall be made of flame-resistive materials or treated with flame retardant in a manner approved by NFPA 701 and/or CPAI 84. Membrane structures or tents, including canopies, shall have a legible permanently affixed label meeting the flame propagation performance. Manufacturers of tents and canopies recommend that open flames should never be used under any tent or canopy.

Cooking appliances or devices that produce grease-laden vapors or flying embers shall not be used within 20 feet of a tent or membrane structure. A minimum 10' foot separation will be maintained between mobile food vendors and any tents or canopies.

Cooking in tents is allowable if the separation of the tent to other membrane structures and cooking booths meets a minimum distance of 20 feet and noncombustible materials are placed/installed around the cooking devices.

Cooking in a tent, temporary membrane structure or food booth accessible to the public is prohibited.

Open flame or other devices emitting flame, fire or heat, use of flammable liquids, gas, charcoal or cooking devices shall not be located within 20 feet of a tent or membrane structure while it is open to the public unless approved by the fire code official.

Only commercially sold charcoal lighter fluid or electric starters may be used. No gasoline or other propellant may be used at any time. Lighter fluid may not be stored in the tent/membrane structure or within 10 feet of the grill. Coals will be disposed of in metal containers approved by the Fire Marshall. Dumping of coals into trash container is prohibited.

Each food booth must have a minimum of one 2A-10-BC or larger fire extinguisher that is made for and approved for use on your appliances. Deep fryers, grills and other appliances creating grease laden vapors will require additional one or more Type K extinguishers (minimum 10 lbs.) in your booth. All fire extinguishers must have current – annual inspection affixed to them. Extinguishers should be removed from box, be inspected and ready for instant use if needed. We suggest you call the Fire Marshal's office, Jennifer S. Tulare, Fire Inspector, @ 267-4969 (TulareJS@ci.anchorage.ak.us) or Cleo Hill, Fire Marshall, @ 267-4911 (fireprevention@muni.org) for guidance as to what will be appropriate for your booth. Anchorage Fire Department: 4700 Elmore Road, Anchorage, AK 99507. AFD's website is found at: <http://www.muni.org/departments/fire/pages/default.aspx>.

Any appliance in the booth that could be tipped over must be restrained and protected while being located at least 3 feet from combustibles. Some appliances may need more spacing and should be discussed with Anchorage Fire Department before use. Appliances should sit on noncombustible materials. *Portable heaters are not permitted inside tents. Exception: exterior heaters that are ducted into the tent.* Tents used for cooking must have noncombustible tops over the cooking appliances, e.g. fryer, grill, BBQ, kettle, etc. Trailers or trucks used for cooking must have vented hoods and an automatic fire suppression unit in addition to fire extinguishers and be annually inspected by Anchorage Fire Department (make appointment) prior to opening of Bear Paw Festival Vendor Court. Inspection sticker must be attached to trailer/food truck and be prominently displayed, and vehicle must be kept in and remain in compliance with inspection at all times.

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Only flame-resistant materials that are clearly marked as such should be used within or for the tent or shelter. Use of sterno (<http://www.sternopro.com/scl-tv>) cans is restricted to a noncombustible cover on the table where sterno is present. Anchorage Fire Department requires that each food booth always have present in the booth at least one employee who has completed an approved **fire extinguisher class** within the last 2 years. The person's certificate must be present in the booth whenever booth is operating, and a copy must be on file with Bear Paw Festival Vendor Court Manager. This course, available online, takes about 2 hours and costs \$40. Make sure you print out certificate of completion. Go to https://www.compliancetrainingonline.com/portable_fire_extinguishers.cfm. Once you have completed your training, please email your completion certificate to info@anchoragemarkets.com. Bear Paw Festival Vendor Court Manager must have a copy of your completion certificate prior to your booth opening at Bear Paw Festival Vendor Court.

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 and this Handbook on an individual basis in their 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 Contact Information

Vendors are responsible for ensuring that the Bear Paw Festival Vendor Court Manager has a record of their current address, email address, and telephone number.

Release & Agreement Not to Sue

Consistent with the exclusive remedy provision set forth in the Online Registration, Vendor releases and forever discharges Alaska Markets & Events, Inc., the Bear Paw Festival Vendor Court Manager,

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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 Online Registration between Vendor and Alaska Markets & Events, 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.

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 Alaska Markets & Events, Inc. 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 provisions 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 Online Registration and this Handbook shall be the prevailing authority.

Thank you for reading through this Handbook. Our single goal is to ensure that the 2019 Bear Paw Festival Vendor Court season is fun and profitable for everyone involved.

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Important Bear Paw Festival 2019 Dates

Tuesday, March 12, 2019	Online registration begins
Friday, April 12, 2019	Deadline for Grandfather Rights and last day for refunds
Monday, April 15, 2019	Online registration open for all open booths
Sunday, May 12, 2019	Extended Payment Option balance is due.
Wednesday, July 10, 2019	Trailers Park Coca – Cola order deadline 4:00PM
Thursday, July 11, 2019	Vendors may start setting up after 8:00AM; electricity on by 4:00PM
Friday, July 12, 2019	Bear Paw Festival Vendor Court Coca - Cola Delivery 9:00AM -- 11:00AM Gate closes at 10:00AM Vehicles out by 10:30AM Booths Open 12NN-10PM
Saturday, July 13, 2019	Bear Paw Vendor Court Booths Open 12NN-10PM
Sunday, July 14, 2019	Bear Paw Vendor Court Booths Open 12NN-6PM
Sunday, July 14, 2019	Bear Paw Vendor Court must be clear of all vehicles, equipment, tents, etc. by 9:00 PM



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