

# 2021 Bear Paw Festival

## Vendor Court

Vendor Handbook & Agreement



**Thursday, July 15 from 12noon-6PM**  
**Friday, July 16 from 12noon to 10PM**  
**Saturday, July 17 from 12noon to 10PM**  
**Sunday, July 18 from 12noon to 6PM**

**REGISTER ONLINE TODAY**

COMING SOON

[Alaska Markets & Events, Inc.](http://www.anchoragemarkets.com)  
<http://www.anchoragemarkets.com>  
Anchorage, AK  
Text/Call (907) 272-5634  
Email: [info@anchoragemarkets.com](mailto:info@anchoragemarkets.com)

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## **Vendor Handbook**

The BPFVC Manager requires 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 Mission Statement**

Bear Paw Festival Vendor Court “BPFVC” 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 Chugiak-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 BPFVC Mission”) and the Intended Atmosphere and Use are the primary purposes of BPFVC. 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**

BPFVC and its organizers are committed to providing a vendor court 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 BPFVC 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 BPFVC Manager.

### **Bear Paw Festival Vendor Court Manager**

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

The BPFVC Manager has complete authority to interpret and implement policy, Vendor Online Agreement and this Handbook at the BPFVC site, and to act on any breach or violation of any of these items. Vendor agrees to abide by decisions of the BPFVC Manager that are not specifically addressed in the Vendor Online Agreement or this Handbook.

### **BPFVC Policies**

All participants of the BPFVC will behave toward BPFVC 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.

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The BPFVC 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 BPFVC. It is not permitted that individuals, without paying for the Reserved Space, may come into the BPFVC for the purpose of selling, displaying, or distributing products, services, promotions, or materials without completing the Vendor 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 discretion of the BPFVC Manager, in its sole discretion, when BPFVC quality and atmosphere can be enhanced thereby, and the Intended Atmosphere and Use of the BPFVC is protected.

Due to the nature of BPFVC and its Intended Atmosphere and Use, Vendors specifically agree to the following restrictions, limitations, and policies on the use of the Reserved Space, which shall be strictly construed in favor of the BPFVC Manager and in accordance with the BPFVC 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 Online Agreement and to ensure compliance with the same. The BPFVC 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 BPFVC premises shall be consistent with the BPFVC Mission and the Intended Atmosphere and Use. The BPFVC 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 BPFVC 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 BPFVC 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 BPFVC Manager will be sole judge of the appropriateness of these items and Vendor agrees to cooperate by immediately removing from display or sale any item deemed inappropriate. All items for 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 BPFVC.

## **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

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online or at: <http://www.fireextinguishertraining.com>. Vendor must supply the BPFVC Manager with a certificate of completion of Fire Extinguisher Training by Friday, June 4, 2021.

Failure to provide the BPFVC Manager with the above listed certificates will result in forfeiture of Vendor Booth Space and forfeiture of all Pre-Paid Rents or Fees.

All vendors must complete an online crowd control manager course. This course is offered online by paid subscription or for free at: <https://public.eopsslearning.com/login/index.php>. To complete the free version, you will need approximately 30 minutes on uninterrupted time to watch training videos and complete your certification. This certification will remain valid for a period of not more than 3 years. All vendor businesses must ensure that there is at least 1 certified crowd control manager in their booth at all times. We highly recommend saving your certification to a safe folder in your phone for easy access and retrieval. All vendors must submit their crowd control certificate to the BPFVC Manager no later than June 15, 2021.

## Space Assignments

An area 10 feet wide by 15 feet deep constitutes the base reserved area provided to Vendor for a single-space lease in BPFVC unless otherwise notated or stated during Online Registration. Vendors may request specific spaces in accordance with BPFVC Manager's procedures and subject to BPFVC Manager's right to assign different spaces. Once Grandfather Rights have expired, space assignments are made on a "first-come, first-served" basis.

## Procedures

2020 Vendors, defined as a Vendor named in a 2020 Vendor Online Agreement whom opted to leave 100% of their paid funds on their account, may sign up for the 2021 BPFVC commencing immediately upon release of the 2021 BPFVC Handbook, and activation of the Vendor Online Agreement. These vendors have rights to their same space or a similar space if the 2020 space has been removed from the event for any reason or any space that is not reclaimed by a vendor in this group; also have rights to 2020 space prices. Space numbers and locations are subject to change at any time at the discretion of the BPFVC Manager to meet local regulations or mandates.

2020 Vendors, defined as a Vendor named in a 2020 Vendor Online Agreement who opted to leave 25% of their paid funds on their account, may sign up for the 2021 BPFVC commencing immediately upon release of the 2021 BPFVC Handbook, and activation of the Vendor Online Agreement. These vendors may register at the conclusion of the Grandfather Rights Registration period.

Vendor Online Agreement must be completed by the established deadline, only online by going to <https://shows.map-dynamics.com/bpfest2021/?register>.

The following items are required:

- Vendor Online Agreement 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 Vendor Online Agreement and in this Handbook. If you have funds on your account from 2020, your final invoice will reflect the credits applied to your invoice.

For 2020 Vendors to be given preference in the assignment of 2021 spaces, Vendor Online Agreement must be completed by 4:00 PM AST on Monday, May 17, 2021. The BPFVC Manager will give preference only to Vendors who have a completed 2020 Vendor Online Agreement in their name and who kept 100% of all 2020 paid funds on their account. Workers, employees, or volunteers will

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not in any way be included in any preference group unless they obtain a separate Vendor Online Agreement bearing their name.

## Preferences

### 2021 BPFVC Grandfather Rights will expire on Tuesday, May 26, 2021.

Spaces will be assigned to the following groups of 2020 Vendors, who apply before the Tuesday, May 26, 2021 deadline, in order of preference. Deadline is recognized as the date the Vendor Online Agreement is completed by. Vendor Online Agreement link will be emailed to all Vendors who registered for the 2020 BPFVC to their last email address of record. The Vendor Online Agreement may also be found at: <https://shows.map-dynamics.com/bpfest2021/?register>.

#### **Group 1**

Vendors who reserved and paid for a Space for the 2020 BPFVC and who wish to rent space in the 2021 BPFVC. Vendors requesting their same space as assigned in the 2020 BPFVC will be assigned first and then Vendors requesting spaces other than the space used in 2020 regular season will be assigned second. Exact space numbers and locations cannot be guaranteed due to ever changing city, state and federal regulations/mandates. Vendors that requested a full or partial refund in 2020 are excluded from this group. Food Vendors will be required to request a booth in the 4th row; booths 401 to 428.

**No other vendors are allowed in this row.**

#### **Group 2**

New Vendors who wish to rent space for the 2021 BPFVC, or 2020 Vendors who apply after the May 26, 2020 deadline or Vendors who requested a full or partial refund in 2020 may use the Vendor Online Agreement after May 27, 2021.

**Note:** The number of Vendors allowed to sell food items intended for consumption (i.e. Food Vendors) at the BPFVC will be limited to no more than 32. It is in the best interest of the BPFVC 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 BPFVC Manager, giving preference to those Vendors who participate in other AMEI events and who offer new and desirable food products. Not more than 2 Food Vendors may sell a same “main” product unless approved, in writing, by the BPFVC Manager.

## Deadline for Rent Payments

Not less than One Hundred percent (100%) of the entire Vendor Online Agreement charges due must be paid upon completion of Vendor Online Agreement. Payment in full will be due upon completion of Vendor Online Agreement. In the event any balance or Fee's owed is not paid when due, the Agreement shall be deemed terminated at the option of the BPFVC Manager. If the Vendor Online Agreement is terminated, any reserved space shall be released, and the amount paid shall be forfeited.

## Refunds of Pre-Paid Rent

No refunds of pre-paid rent are available for any reason. All sales are FINAL. It is the Vendor's responsibility to ensure they have reviewed this Handbook, the Vendor Online Agreement. If the BPFVC must be canceled for any reason, the Vendor's pre-paid rent will be credited to the Vendor's account with AMEI. and may be used for any event with AMEI during the current or following calendar year, only.

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## Returned Check Fees

Beginning in 2021, AMEI is no longer accepting check payments for the BPFVC. Vendors may pay by ACH (bank) Transfer, by Credit Card or by cash.

## Convenience Fee

A 3.5% Convenience Fee applies to all Credit Card Transactions. This Fee can be avoided by paying via electronic ACH (bank) transfer or by cash payment.

## 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	\$525.00 per 10'w x 15'd Space	\$450.00 per 10'w x 15'd Space
Premium booth space	\$600.00 per 10'w x 15'd Space	\$600.00 per 10'w x 15'd Space
Additional 5' standard booth space. (If available)	\$275.00 per 5' of additional booth width	\$275.00 per 5' of additional booth width
Single-wide food space	\$825.00 per 10'w x 15'd Space	\$825.00 per 10'w x 15'd Space
Additional 1' food booth space. (If available)	\$425.00 per 5' of additional booth width	\$425.00 per 5' of additional booth width
Electrical outlet	\$130.00 per 15 AMP outlet	\$130.00 per 15 AMP outlet
30AMP or 50AMP electric plug	\$260.00 per outlet	\$260.00 per outlet
Liability insurance	\$75 single; \$108.00 double	\$75 single; \$108.00 double

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

Insurance fee of \$75 shown above have been added to all booths except for food booths and Pony Wheel. If you will be providing your own insurance, please use PROMO Code “ UseOwnInsurance ” at check-out during online registration. If providing your own insurance, your certificate of insurance must meet the minimum qualifications stated on pages 8 & 9 of this handbook, no later than June 10, 2021.

The standard booth size is 10' wide by 15' deep unless otherwise notated or stated on the Vendor Online Agreement. Rented space must be used for a single Vendor's booth/merchandise and not used for another Vendor's benefit. The BPFVC 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 Vendor is responsible for compliance with BPFVC policies and procedures, outlined in this Handbook and our Vendor Online Agreement. Persons sharing a booth must make known at least 7 days in advance of first show set-up date (July 7, 2021), in writing, to the BPFVC Manager, 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 401 to 428. Food Vendors will be given preference in purchase of electricity.

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Price of \$130.00 will be charged for **each single 15 AMP outlet** for the entire 4-day period, beginning at 8:00 PM on Wednesday, July 14, 2021 and operating continuously through 6:15 PM on Sunday, July 18, 2021. **Food Vendors who require higher amperage may purchase a single 50AMP outlet at a price of \$260.00 per outlet, if outlet is reserved by Wednesday, June 10, 2021 (after this date Vendor will be billed on time & materials).**

**NO GENERATORS ARE ALLOWED in the BPFVC.**

## **Food Vendor Space**

A Food Vendor is defined as a Vendor selling food or beverage products which are reasonably determined by the BPFVC Manager, in their sole discretion, to be generally for consumption at or near the point of sale. If no charge is included in the Vendor Online Agreement for a Food Booth, Vendor agrees that they shall not sell or allow to be sold or given away, from their Reserved Space, such food or beverage products (including water). Violation shall be a breach of the Agreement by Vendor, and the BPFVC Manager shall have the right to immediately terminate the Agreement and exercise other remedies available. Food Vendors must receive written permission from the BPFVC Manager prior to changing the menu (adding items) originally stated on the Vendor Online Agreement. A maximum of two Vendors will be approved to sell the exact same main menu items, unless approved in writing by the BPFVC Manager. If an item is similar but considered by the BPFVC Manager to be different variation of the menu item it will be considered for the event; examples include soft-serve ice-cream vs sundaes, Cajun shrimp vs. unseasoned shrimp, reindeer dog vs. pork dog. Breads, beverages (except espresso), smoothies, slushies, and sides such as fries, chips, chili as a topping, etc. are not limited.

## ***NEW Coca-Cola Exclusive***

Coca-Cola of Alaska, Inc. has purchased from the BPFVC organizers exclusive rights to have only their products sold or given away at the BPFVC, 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.

Food Vendors that intend on selling any pre-packaged beverages must purchase the beverages directly through AMEI. Any vendors found selling pre-packaged beverages not purchased through AMEI agree to immediately cease selling beverages for the remainder of the event and must remove all beverages from the premises.

Free delivery on Wednesday, July 14, 2021 will be made for products ordered from Coca-Cola by 4:00pm on Wednesday, July 7, 2021.

## **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 BPFVC in the event of a claim.

**Alaska Markets & Events, Inc. and Chugiak-Eagle River Chamber of Commerce must be named as additional named insured in the “description” section of the Vendor’s COI for the duration of the Bear Paw Festival and a certificate of insurance be provided to BPFVC 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 \$75.00 for a single booth and \$108.00 for two booths; insurance fee will automatically be included in rate calculations for Vendors who are eligible and have not provided a certificate as described above.

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Vendor registration will be considered incomplete if insurance certificate does not reflect the additional insured as stated above. **Alaska Markets & Events, Inc. and Chugiak-Eagle River Chamber of Commerce as additional named insured and listed in the “description” section of Vendor’s COI is received in our office on or before June 10, 2021.**

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

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

## **Attendance & Punctuality**

All Vendors must check-in with the BPFVC Manager by 10:00 AM on Thursday, July 15, 2021. Vendors must be ready and open for business from 12:00 PM through 6:00 PM on Thursday, July 15, 2021; 12:00 PM through 10:00 PM on Friday, July 16, 2021; 12:00 PM through 10:00 PM on Saturday, July 17, 2021; and 12:00 PM through 6:00 PM on Sunday, July 18, 2021. In the event a Vendor arrives after 10:00 AM on Thursday, July 15, 2021, space reservations and any monies paid to the BPFVC Manager shall be forfeited. No vehicle will be allowed to enter the BPFVC areas after 10:00 AM on Thursday, July 15, 2021. For the safety of Vendors and customers, all vehicles must be out of BPFVC areas by 10:30 AM this date. Vehicles will again be allowed in the BPFVC area after 6:15 PM on Sunday, July 18, 2021. Any re-supply of booths during the 10:30 AM on Thursday, July 15, 2021 to 6:15 PM on Sunday, July 18, 2021-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 the BPFVC Manager will be assessed a **\$150 penalty fee.***

***All vendors must vacate the Bear Paw Vendor Court premises by 9:00 PM on Sunday, July 18, 2021 to allow the BPFVC Manager to clean the parking lot and ensure no disruption or irritation of the surrounding businesses.***

## **Opening & Closing BPFVC**

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

Vendors’ rights in such events shall be those set forth in their Vendor Online Agreement and in this Handbook, which is part of each Vendor’s Online Agreement. The decision of the BPFVC Manager shall be final. In making this decision, the BPFVC 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 BPFVC Manager has the discretion to so act, the BPFVC 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.

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## Vendor Court Hours

Vendors are ***required and obligated*** to be open for business – rain, wind, snow, or shine – during BPFVC hours unless *prior* written arrangements have been made with the BPFVC Manager such as in the event of an emergency. The BPFVC shall be open to the public during the following hours:

Thursday, July 15, 2021 from 12:00PM through 6:00PM  
Friday, July 16, 2021 from 12:00 PM through 10:00 PM  
Saturday, July 17, 2021 from 12:00 PM through 10:00 PM  
Sunday, July 18, 2021 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 the BPFVC Manager will be assessed a \$150 penalty fee.

**Note: The Bear Paw Festival Grand Parade is canceled for the 2021 Bear Paw Festival**

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 BPFVC as early as 8:00 AM on the first BPFVC day and remain until 3 hours after posted closing time on the last BPFVC day for the purpose of set-up and takedown. Vendor specifically agrees that they shall have no right of access to the Reserved Space prior to the commencement or after the expiration of this stated term, for any purpose. Nothing may be placed in the BPFVC area prior to 8:00 AM on Wednesday, July 14, 2021 and ***all items must be removed by 9:00 PM on Sunday, July 18, 2021 to allow cleanup, including mechanical sweeping and washing of the BPFVC area.***

All vendor entry to the BPFVC must be from the South end of the lot on Easy Street. Traffic in BPFVC area is one-way only from South to North. Do not turn around in BPFVC 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, opposite the mountains) 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 BPFVC 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 Reserved Space during the term of the lease must sit entirely within the Reserved Space.

Vehicles are not permitted on the BPFVC 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 BPFVC hours only if Vendors have obtained prior written approval from the BPFVC Manager. Upon approval, the BPFVC Manager will designate special placement for vehicles and trailers, designed to

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impose minimal impact on adjacent Vendors. **Food Vendors with trailers are encouraged to park their trailers on Wednesday, July 14, 2021.** Vendors grant the BPFVC 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 Reserved Space and that does not meet the Municipality of Anchorage Fire Code and Regulations. Any emergency movement of vehicles during BPFVC operating hours shall be completed only with approval and supervision of the BPFVC Manager.

Vendors are encouraged to park in the area to the North and East of the BPFVC, behind Garcia's Restaurant adjacent to the BPFVC area; the lot is suggested by the BPFVC Manager for Vendor use.

## **Use of Common Areas**

Common areas are designed to provide sufficient open areas for the common enjoyment of BPFVC visitors, and to allow them to pass from Vendor to Vendor without inconvenience or disruption. Accordingly, the BPFVC 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 BPFVC Vendors. No amplified sound that can be heard outside of the Vendor's Reserved Space may originate in any booth.

Roving entertainers, with prior approval of BPFVC 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 BPFVC Manager. Vendors who are inadvertently disturbed by the activities of roving entertainers are encouraged to contact the BPFVC Manager.

Vendor shall be liable to the BPFVC Manager for any and all costs incurred by the BPFVC 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 Reserved Space, or surrounding area, or which is left upon areas around the Reserved Space and which came to be upon the area around the Reserved Space as a result of the action or inaction of the Vendor, its agents, servants, employees, contractors, guests, customers or invitees. Removal or vandalism of the BPFVC Manager's products, equipment to include fencing will result in fees to cover the cost of the products or equipment. E.G. removal of fence posts from the ground will result in a fee of \$120 per removed post.

## **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 Reserved Space during the term of lease shall be clean, neat, attractive and presentable as determined in the sole discretion of BPFVC Manager, and shall be of a kind and character, the appearance of which is suitable for and consistent with the BPFVC Mission Statement and the Intended Atmosphere and Use, as determined in the sole and absolute discretion of the BPFVC 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 BPFVC Manager'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 BPFVC premises, rights, and interests. The fact that the

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BPFVC Manager's security personnel do so should not be interpreted as a decision by the BPFVC Manager to undertake full security for BPFVC.

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, the Vendor may supply security at their own cost and expense. BPFVC 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 the BPFVC Manager to use BPFVC grounds, shall not use all or any portion of the BPFVC grounds in a manner which impedes, obstructs, or interferes with any Vendor's Reserved Space, any Vendor's ability to conduct business operations from their Reserved Space, or in a manner which impedes, obstructs or interferes with the free flow of pedestrian traffic throughout the BPFVC grounds.

All persons authorized by the BPFVC Manager to use any portion of the BPFVC grounds, whether pursuant to the Vendor Online Agreement or otherwise, shall be bound by the provisions of this Handbook. *The only exception to the No Interfering Use policy is the BPFVC 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 Reserved 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 reserved 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 always remain within their assigned booth.*

## Fire Safety

**Anchorage Fire Department (AFD)** – Several things have evolved over the years to ensure the BPFVC 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: FOOD VENDORS WILL NOT BE ALLOWED TO OPEN THEIR FOOD BOOTH UNTIL THEY ARE IN COMPLIANCE WITH THESE REQUIREMENTS. Food Vendors not in compliance and that are found to be the cause of a re-inspection by AFD will be subject to a fine and fee of up to \$500.00 per incident. This \$500.00 fine and fee must be paid to AMEI within 48 hours from the time of the initial AFD fire inspector inspection.***

Propane is the biggest concern and potential threat to BPFVC fire safety. The maximum amount of propane stored in any booth space should be the amount needed for one weekend (maximum 100lbs on site). Bottles must be securely held in a square case or strapped to a post, wall or specialty

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apparatus designed for this purpose. All propane appliances must have a 20' or longer hose attached to ensure that the 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 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 with manufactured tag attached to all canopy tops and sidewalls stating the NFPA 701 compliance. 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 **10 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. At no time is any member of the public or customer allowed to enter any food tent, cooking tent, food truck, or food trailer for any reason.

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

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 tag affixed to them. Extinguishers should be removed from box, be inspected by a professional fire extinguisher inspection company and ready for instant use if needed. We suggest you call the Fire Marshal's office, 267-4969 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 a minimum of 3 feet from combustibles. Some appliances may need more spacing and should be discussed with Anchorage Fire Department before use. Appliances must sit on

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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 BPFVC. 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.

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 twelve months. The person's certificate must be present in the booth whenever booth is operating, and a copy must be on file with the BPFVC Manager. This course, available online, takes about 2 hours and costs \$0-\$40. Make sure you print out the certificate of completion or save a copy to your phone. One source of free online fire extinguisher training can be found at: <http://www.fireextinguishertraining.com>. Once you have completed your training, you must email your completion certificate to [info@anchoragemarkets.com](mailto:info@anchoragemarkets.com). The BPFVC Manager must have a copy of your annual completion certificate prior to your booth opening at BPFVC.

## Assistance

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

## Health & Regulatory Matters

Vendor and all other personnel authorized by the BPFVC Manager to use all or any portion of the BPFVC grounds shall comply with any and all federal, state and local laws, statutes, enactments, rules, mandates and regulations of any kind or nature whatsoever while in the use of BPFVC grounds. Copies of current Municipality of Anchorage Health Department permits to operate in the BPFVC shall be delivered to the BPFVC Manager before Vendor first occupies Reserved Space. Vendors selling fresh or frozen fish shall also provide the BPFVC 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.

## Product Pricing

Pricing of goods sold at the BPFVC is solely the responsibility of Vendors.

## Policy Exception

The BPFVC Manager has the authority to grant exceptions to BPFVC 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 BPFVC Manager.

## Change of Contact Information

Vendors are responsible for ensuring that the BPFVC Manager has a record of their current address, email address, and telephone number.

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## **Release & Agreement Not to Sue**

Consistent with the exclusive remedy provision set forth in the Vendor Online Agreement, Vendor releases and forever discharges Alaska Markets & Events, Inc., the BPFVC Manager, its agents, clients, servants, employees and contractors and their successors in interest (hereinafter collectively referred to as "Releasees") from all actions, suits, claims, demands and damages of every kind and nature, 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 Vendor or the Vendor Online Agreement between Vendor and AMEI, Vendor's occupancy and/or use of the BPFVC 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 stated 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**

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

## **Enforcement**

These policies, rules and Agreement have been created to ensure that the BPFVC experience is as fun, profitable, and fair as possible for the Vendors, customers, and staff of BPFVC. While the BPFVC Manager will devote energy to enforcement of the provisions of this Handbook and the Agreement, Vendors shall not hold AMEI or its employees responsible for any real or perceived lack of enforcement of such provisions. These policies and Agreement provisions give the BPFVC Manager the option but not the obligation of enforcement. The provisions of each Vendor Online Agreement and of this Handbook, which is incorporated into each Vendor Online Agreement, bind the parties to each Agreement 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 Agreement, the Vendor Online Agreement and this Handbook shall be the prevailing authority.

Thank you for reading through this Handbook. Our single goal is to ensure that the 2021 BPFVC season is fun and profitable for everyone involved.

## **Important Links & Training**

- Crowd Manager Training: <https://public.eopsslearning.com/login/index.php>
- Fire Extinguisher Training: <http://www.fireextinguishertraining.com>

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- Food Vendor Outdoor event Policy: <https://www.muni.org/Departments/Fire/Prevention/Documents/Special%20Outdoor%20Events.pdf>
- Mobile Food Vendor AFD Permit: <https://www.muni.org/Departments/Fire/Prevention/Documents/Mobile%20Food%20Vendors%20Policy.pdf>
- Propane Tank Inspection/Expiration: <https://anchoragemarkets.com/market/wp-content/uploads/2021/04/Propane.pdf>
- Food Vendor Daily Checklist: <https://anchoragemarkets.com/afd-checklist>

## Important Bear Paw Festival 2021 Dates

May 12, 2021	Vendor Online Agreement and registration begins
May 26, 2021	Deadline for Grandfather Rights
May 27, 2021	Vendor Online Agreement open for all open booths
Wednesday, July 7, 2021	Coca – Cola order deadline 4:00PM
Wednesday, July 14, 2021	<b>Trailers Park</b>
Wednesday, July 14, 2021	Vendors may start setting up after 8:00AM; electricity on by 8:00PM
Thursday, July 15, 2021	BPFVC Coca - Cola Delivery 9:00AM -- 11:00AM Gate closes at 10:00AM Vehicles out by 10:30AM Booths Open 12NN-6PM
Friday, July 16, 2021	Bear Paw Vendor Court Booths Open 12NN-10PM
Saturday, July 17, 2021	Bear Paw Vendor Court Booths Open 12NN-10PM
Sunday, July 18, 2021	Bear Paw Vendor Court Booths Open 12NN-6PM
Sunday, July 18, 2021	Bear Paw Vendor Court must be clear of all vehicles, equipment, tents, etc. by 9:00 PM

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