



**Friday, July 10, 2009 from 12NN-10PM**  
**Saturday, July 11, 2009 from 12NN-10PM**  
**Sunday, July 12, 2009 from 12NN-6PM**



**Proudly Operated By:**  
**Webb's Consulting & Management Services, Inc.**  
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## **Bear Paw Festival Vendor Court Mission Statement**

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

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

### **Code of Ethics**

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

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

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

*Webb’s Consulting & Management Services, Inc.  
741 East 13<sup>th</sup> Avenue  
Anchorage, Alaska 99501-4621  
Phone (907) 272-5634 Fax 272-5635 E-mail: [info@anchoragemarkets.com](mailto:info@anchoragemarkets.com)*

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

## **Market 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 Market community and camaraderie, a spirit of cooperative involvement, and which promotes the Market 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 market for the purpose of selling, displaying or distributing products, services, promotions or materials without signing leases and being subject to the rules therein set forth. Individuals attempting to do so without signing a lease and paying fees will be asked to cease such activity; if they continue to do so, they may be ejected and possibly arrested as trespassers.*

*This policy may be relaxed for entertainers, at the option of the Bear Paw Festival Vendor Court Manager, in its sole discretion, when Bear Paw Festival Vendor Court quality and atmosphere can be enhanced thereby, and the intended use of the Bear Paw Festival Vendor Court protected.*

*Due to the nature of Bear Paw Festival Vendor Court and its Intended Atmosphere and Use, Vendors specifically agree to the following restrictions, limitations and policies on the use of the Leased Space, which shall be strictly construed in favor of the Bear Paw Festival Vendor Court Manager and in accordance with the Bear Paw Festival Vendor Court Manager's interpretation of these restrictions, limitations and policies. It is the responsibility of Vendors to fully understand and fully inform their agents, servants, employees, invitees, guests and customers of all of 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, fireworks, poppers, silly string, stink bombs, lethal martial arts items, materials depicting or presenting to the casual passer-by, violence, inebriation, boisterous behavior, nudity, obscenity, pornography or any other violations of law. The Bear Paw Festival Vendor Court is intended to encourage use by all members of the family and actions, products, displays, language and dress must all be compatible with this intent. The Bear Paw Festival Vendor Court Manager will be sole judge of the appropriateness of these items and Vendors agree to cooperate in immediately removing any item deemed inappropriate for family viewing or listening.*

## Space Assignments

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

## Procedures

2008 Vendors, defined as a Vendor named in a 2008 Lease Agreement who fully performed the terms of the Lease Agreement for the 2008 season, may sign up for the 2009 Festival commencing immediately upon release of the 2009 Bear Paw Festival Vendor Court Handbook, and shall do so by delivering to the Bear Paw Festival Vendor Court Manager by the established deadline, by mail or in person, during regular business hours, only at the offices of Webb's Consulting & Management Services, Inc., 741 East 13<sup>th</sup> Avenue, Anchorage, Alaska 99501-4621, the following required items:

- Bear Paw Festival Vendor Court booth request form;
- A fully executed 2008 Vendor Lease Agreement, filled in with all required information other than the space designation (s); and
- Payment of not less than 50% of the total rent due for the entire term of the lease as calculated in the Lease Agreement.

For 2008 Vendors to be given preference in the assignment of 2009 spaces, lease packages must be returned to Webb's Consulting & Management Services, Inc. (using the above procedure) by 4:00 PM AST on January 30, 2009. Bear Paw Festival Vendor Court Manager will recognize only Vendors who have a lease in their name. Workers, employees or volunteers will not in any way be included in any preference group unless they obtain a separate lease bearing their name.

## Preferences

Spaces will be assigned to the following groups of 2008 Vendors, who apply before the Friday, January 30, 2009 deadline, in order of preference. Deadline is recognized as the date the application and the appropriate deposit is physically received in Webb's Consulting & Management Services, Inc. office; not date of postmark. Vendor Handbooks and Lease Agreements will be mailed to all Vendors who participated in the 2008 festival.

**Group 1** Vendors who leased space for 2008 Bear Paw Festival Vendor Court and who wish to lease space in the 2009 Bear Paw Festival Vendor Court. Vendors requesting their same space as assigned in 2008 regular season will be assigned first and then Vendors requesting spaces other than the space used in 2008 regular season will be assigned. Some adjustments in the assignment of booths may be necessary due to compliance with fire code and availability of electricity.

**Group 2** New Vendors who wish to lease space for the 2009 Bear Paw Festival Vendor Court, or 2008 Vendors who apply after the January 30, 2009 deadline.

**Note:** The number of vendors allowed to sell food items intended for consumption at the market will be limited to no more than 30 Food Vendors. It is in the best interest of the market to have as wide a variety of quality food items as possible available for market customers. New vendors, if any, will be selected solely by the Bear Paw Festival Vendor Court Manager, giving preference to those vendors who offer new and desirable food products. Not more than two food vendors may sell a similar product.

### **Deadline for Rent Payments**

Not less than fifty percent (50%) of the entire rental charges due for the entire contract must be paid upon signing of the lease agreement. The entire balance must be paid in full by Friday, May 29, 2009. Payment in full will be due upon signing of all leases executed thereafter. In the event any balance or rent owed is not paid when due, the lease shall be deemed terminated at the option of Bear Paw Festival Vendor Court Manager, any reserved space shall be released, and the amount paid shall be forfeited.

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

The Bear Paw Festival Vendor Court Manager will refund 100% of rents paid in advance, for any reason, so long as written request for refund is received by Bear Paw Festival Vendor Court Manager on or before January 30, 2009. No refunds will be made thereafter, except as noted in the lease agreement.

### **Returned Check Fees**

Should the bank for any reason return a Vendor's check there will be a \$25.00 fee assessed. This fee and the face amount of the check must be paid in cash or money order or certified check to Bear Paw Festival Vendor Court Manager prior to Vendor's entry to Bear Paw Festival Vendor Court.

### **Subleasing**

The subleasing of booth space(s) is prohibited. Only the Vendor appearing on the original Bear Paw Festival Vendor Court Lease Agreement may occupy the assigned booth space at any given time. Vendors requiring the assistance of business partners or family members to operate their assigned booth space(s) must receive permission from the Bear Paw Festival Vendor Court Manager prior to the Market.

### **Rental Charges**

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

<b>Item</b>	<b>Regular Vendor</b>	<b>Non-Profit Vendor*</b>
Single-wide space	\$250.00 per 10' x 20' Space	\$200.00 per 10' x 20' Space
Double-wide space	\$375.00 per 20' x 20' Space	\$300.00 per 20' x 20' Space
Extra foot of width	\$25.00 per each foot of width	\$25.00 per each foot of width
Food for Consumption at Market	\$75.00 fee	\$75.00 fee
Electrical Plug	\$90.00 per 15 AMP plug	\$90.00 per 15 AMP plug
Liability Insurance (If eligible)	\$65 single, \$97.50 double	\$65 single, \$97.50 double
End Cap	\$75.00 fee	\$75.00 fee

\*Non profits must verify their 501 (C) IRS status as approved by the IRS.

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

## **Electricity**

*Limited electrical service is available. Food vendors will be given preference in purchase of electricity. Price of \$90.00 will be charged for **each single 15 AMP plug** for the entire three-day period beginning at 6:00 PM on Thursday, July 9, 2009 and operating continuously thorough 6:30 PM on Sunday, July 12, 2009. **Food Vendors whom require higher amperage should discuss this with the Bear Paw Vendor Court Manager, and must pay any extra costs associated with providing their power needs.** Vendors may park RV's or campers in the grassy area in the area indicated on the map on a first-come/first-served basis. No electrical will be available for RV's at any time during the Festival.*

Vendors in booths 406-424 may park their trailers behind their booths on a first come first served basis, providing that vendors leave a 10' buffer zone between the curb and their trailer for electrical apparatus and service.

## **Food Vendor Fee**

*Vendors selling food or beverage products which are reasonably determined by Bear Paw Festival Vendor Court Manager, in his sole discretion, to be generally for consumption at or near the point of sale, will be required to pay an additional rental charge of \$75.00 per booth (single or double). If no charge is included in the lease agreement for a food Vendor fee, Vendors agree that they shall not sell or allow to be sold, from their Leased Space, such food or beverage products. Violation shall be a breach of the lease by Vendor and Bear Paw Festival Vendor Court Manager shall have the right to immediately terminate the lease and exercise other remedies available. Food Vendors must receive written permission from the Bear Paw Festival Vendor Court Manager prior to changing the menu (adding items) originally stated on the Lease Agreement. A maximum of two Vendors will be approved to sell the same or like main menu item. Breads, beverages (except Espresso) and sides such as fries, chips, etc. are not limited.*

*Coca-Cola of Alaska, Inc. has purchased from the festival organizers exclusive rights to have only their products sold at the Bear Paw Festival including, bottled water, carbonated and non-carbonated sodas, fruit juices and sports drinks. Food Vendors are required to honor this agreement and will receive special pricing from Coca-Cola of Alaska. Free delivery will be made for products ordered from Coca-Cola on Friday, July 10, 2009. Coca-Cola will prepare a banner for food vendors for \$10 each and will loan food vendors insulated barrels on a first come first served basis. Banners must be ordered by May 29, 2009.*

# Market Map

## Insurance

Vendors are each required to secure and maintain during the lease period Comprehensive General Liability Insurance with minimum bodily injury limits of \$500,000 each occurrence. Webb's Consulting & Management Services, Inc. must be named as additional named insured and proof of insurance be provided to Bear Paw Festival Vendor Court Manager at the time of application. A temporary insurance policy may be obtained through the Bear Paw Festival organizer's vendor policy for a fee of \$65.00 for a single booth and \$97.50 for a double booth and will automatically be included in rate calculations for vendor booths that are eligible. The following risks cannot be covered under this policy: Medical Tests, Medical Exams, Blood Tests, Body Piercing, Permanent Tattoos, Mechanical Rides, Non-Mechanical Rides, Stroller or Wheelchair Rentals, Animal Rides, Animal Acts, Petting Zoos, National Companies/Chain Stores, Motor Sports Activities, Haunted House Attractions, Fireworks and Weapons. Vendor's providing these services must obtain insurance on their own in amounts stated above. **Any Vendor may obtain this insurance on their own and will be refunded or credited the appropriate amount provided a certificate of insurance naming Webb's Consulting & Management Services, Inc. as additional named insured is received in our office prior to 4:00 PM AST on Friday, May 29, 2009. No refunds of insurance deposits will be made after this date.**

## Attendance & Punctuality

All Vendors must sign in by 11:00 AM on Friday, July 10, 2009 with the on site customer service agent. Vendors must be ready and open for business from 12:00 PM through 10:00 PM on this day; ready and open by 12:00 PM through 10:00 PM on Saturday, July 11, 2009 and ready and open by 12:00 PM through 6:00 PM on Sunday, July 12, 2009. Space reservations and any monies paid for by that Bear Paw Festival Vendor Court day shall be forfeited in the event a Vendor arrives after 11:00 AM on Friday, July 10, 2009 unless prior arrangements for late arrival have been made with Market Manager. No vehicle will be allowed to enter the Bear Paw Festival Vendor Court areas after 11:00 AM on Friday, July 10, 2009. For the safety of Vendors and market-goers, all vehicles must be out of Bear Paw Festival Vendor Court areas by 11:30 AM this date. Vehicles will again be allowed in the market area after 6:15 PM on Sunday, July 12, 2009. Any re-supply of booths during the 11:30 AM on Friday, July 10, 2009 to 6:15 PM on Sunday, July 12, 2009 time period must be done by hand cart or hand carried in from the parking lot.

## Opening & Closing Bear Paw Festival Vendor Court

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

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

*contribute to the health, safety or welfare of Vendors, their agents, servants, employees, guests, invitees, customers and others. Notwithstanding the fact that the Bear Paw Festival Vendor Court Manager has the discretion to so act, Bear Paw Festival Vendor Court does not, by doing so, undertake to protect the health, safety or welfare of any persons; the responsibility for doing so lies solely and exclusively with the Vendors.*

## **Market Hours**

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

*Friday, July 10, 2009 from 12:00 PM through 10:00 PM  
Saturday, July 11, 2009 from 12:00 PM through 10:00 PM  
Sunday, July 12, 2009 from 12:00 PM through 6:00 PM*

*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**

*Vendors may arrive at the Bear Paw Festival Vendor Court as early as 8:00 AM on the first Bear Paw Festival Vendor Court day and remain until three hours after posted closing time for the purpose of set-up and takedown on the last Bear Paw Festival Vendor Court day. Vendor specifically agrees that it shall have no right of access to the Leased Space prior to the commencement or after the expiration of the stated term, for any purpose. Nothing may be placed in the market area prior to 8:00 AM on Thursday, July 9, 2009 and all items must be removed by 5:00 PM on Monday, July 13, 2009 to allow mechanical sweeping and washing of the market area.*

*Vendors will use extreme caution in moving vehicles; maximum speed limit is 3 M.P.H., when safe. Any vehicle that is specifically authorized in writing to remain on the Leased Space during the term of the lease must sit entirely within the Leased Space. Vehicles are not permitted on the Bear Paw Festival Vendor Court grounds except as provided herein. All Vendors may use vehicles during set-up and takedown hours.*

*Vehicles may be used by food and produce Vendors during Bear Paw Festival Vendor Court hours only if they have obtained the prior written approval of the Bear Paw Festival Vendor Court Manager who will designate special placement designed to impose minimal impact on adjacent Vendors. 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, equipment, furniture, or other property of any kind, which does not sit entirely within the Leased Space. Any emergency movement of vehicles during market operating hours shall be completed only with approval and supervision of the Bear Paw Festival Vendor Court Manager.*

*Vendors are encouraged to park in the area adjacent to the Market area suggested by the Bear Paw Festival Vendor Court Manager and reserved for their use to the North and East of the market area behind Garcia's Restaurant. Vendor parking in the portion of the lot south of the market area is not available for vendor parking at any time.*

## **Use of Common Areas**

*Common areas are designed to provide sufficient open areas for the common enjoyment of Bear Paw Festival Vendor Court visitors to pass from Vendor to Vendor without inconvenience or disruption. Accordingly, the Bear Paw Festival Vendor Court Manager will endeavor to prevent individuals from congregating, soliciting, selling, promoting or in any manner interrupting, impeding or interfering with the free and easy access of visitors as they attempt to visit Bear Paw Festival Vendor Court Vendors. No amplified sound may originate in any booth that can be heard outside of the Vendor's leased space.*

*Roving entertainers, with prior approval of Bear Paw Festival Vendor Court Manager, may use open or common areas. Entertainers may receive donations for their performances; however, if they provide a product (i.e. CDs or cassettes) for sale, they must lease a space from the Bear Paw Festival Vendor Court Manager. Vendors who are inadvertently disturbed by the activities of roving entertainers are encouraged to contact the Bear Paw Festival Vendor Court Manager.*

*Vendor shall be liable to Bear Paw Festival Vendor Court Manager for any and all costs incurred by Bear Paw Festival Vendor Court Manager, or others, in cleaning or removing or in causing to be cleaned or removed, any substance of any kind which is left upon the Leased Space, or surrounding area, or which is left upon areas around the Leased Space and which came to be upon the area around the Leased Space as a result of the actions or inaction of the Vendor, its agents, servants, employees, contractors, guests or invitees.*

## **Signs, Display & Placement**

*All of Vendor's equipment, furniture, items offered for sale or otherwise displayed, and all other property of any kind maintained on the Leased Space during the term of lease shall be clean, neat, attractive and presentable as determined in the sole discretion of Bear Paw Festival Vendor Court Manager, and shall be of a kind and character, the appearance of which is suitable for and consistent with the Bear Paw Festival Vendor Court Mission Statement and the Intended Atmosphere and Use, as determined in the sole and absolute discretion of the Bear Paw Festival Vendor Court Manager.*

## **Security**

*Bear Paw Festival organizers will supply minimal plant security for the protection of its own premises, for the advancement of its own interests, and for the enforcement of the Bear Paw Festival organizer's decisions in a manner that avoids disputes or other breaches of the peace.*

*Security personnel may incidentally observe and undertake to prevent disputes, breaches of the peace, or other violations of law unrelated to Bear Paw Festival Vendor Court premises, rights and interests. The fact that Bear Paw Festival organizer's security personnel do so should not be interpreted as a decision by Bear Paw Festival Vendor Court Manager to undertake full security for Bear Paw Festival Vendor Court. Responsibility for the health, safety and welfare of Vendors, their agents, servants, employees, invitees, guests and customers remains the sole and exclusive responsibility of Vendors. Should Vendors determine that security is necessary they*

shall supply security at their own cost and expense. Bear Paw Festival Vendor Court staff will not be involved in incidences of theft or shoplifting other than to provide phone usage to call the police and/or other security.

Vendors are encouraged to attach a legible sign to their booth stating the name of the business. Voluntary compliance will help enhance the professional appearance of Bear Paw Festival. The Bear Paw Festival Vendor Court Manager encourages all Vendors, merchants, and their employees to wear personalized nametags indicating their first name.

### **Speakers Corner**

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

### **No Interfering Use**

Vendor, its agents, servants, employees, invitees, guests, customers, or other persons authorized by Bear Paw Festival Vendor Court Manager to use Bear Paw Festival Vendor Court grounds shall not use all or any portion of the Bear Paw Festival Vendor Court grounds in a manner which impedes, obstructs or interferes with any other Vendor's leased space or, any Vendor's ability to conduct business operations from its leased space, or in a manner which impedes, obstructs or interferes with the free flow of pedestrian traffic throughout the Bear Paw Festival Vendor Court grounds. All persons authorized by Bear Paw Festival Vendor Court Manager to use any portion of the Bear Paw Festival Vendor Court grounds whether pursuant to a lease agreement or otherwise, shall be bound by the provisions of this Handbook.

### **Safety**

Vendors agree to keep any open flame, or other combustible material(s) away from any canopy or covering, and to conform to all fire safety requirements and to maintain an operable and appropriate fire extinguisher on Vendor's premises. Further, Vendors will be responsible for insuring their tents, tables, inventory and other items located in their leased space area are securely anchored in case of wind gusts or other inclement weather conditions. Vendors remain solely responsible for any damages caused by items within their leased area.

### **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. Pets (animal, reptile or other) will be allowed in lease space or elsewhere on Bear Paw Festival Vendor Court grounds provided they are securely caged or leashed within the Vendor's leased space. The public is allowed to bring pets, on leashes, into the Market area, provided they are in compliance with Municipality of Anchorage Code Title 17. Owners agree to immediately remove aggressive animals and clean up after their pets.*

## **Product Pricing**

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

## **Policy Exception**

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

## **Change of Address or Telephone**

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

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

*Consistent with the exclusive remedy provision set forth in the Lease Agreement, Vendor releases and forever discharges Webb's Consulting & Management Services, Inc., the Bear Paw Festival Vendor Court Manager, its agents, clients, servants, employees and contractors and their successors in interest (hereinafter collectively referred to as "Releases") from all actions, suits, claims, demands and damages of every kind and nature, whether special, incidental, consequential or otherwise, mature or to mature in the future, arising out of or in any way connected with the relationship created by the Lease Agreement between Vendor and Webb's Consulting & Management Services, Inc., Vendor's occupancy and/or use of the Bear Paw Festival Vendor Court area or any portion thereof, or any acts, omissions, faults or negligence of Releasees.*

*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.*

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

*These policies and rules have been created to ensure that the Bear Paw Festival Vendor Court experience is as fun, profitable and fair as possible for the Vendors, customers and staff of Bear Paw Festival Vendor Court. While the Bear Paw Festival Vendor Court Manager will devote energy to enforcement of the provisions of this Handbook and the leases, Vendors shall not hold it or its employees responsible for any real or perceived lack of enforcement of such provisions. These policies and lease provisions give the Bear Paw Festival Vendor Court Manager the option but not the obligation of enforcement. The provision of each lease and of this Handbook, which is incorporated into each lease, bind the parties to each lease and create and confer no rights or benefits in favor of any third party.*

## **Conflicts**

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

*Thank you for reading through this Handbook. Our single goal is to ensure that the 2009 Bear Paw Festival Vendor Court season is fun and profitable for everyone involved. Thanks for being part of this great event, and we look forward to a successful, profitable and fun 2009 season.*



## Important Bear Paw Festival 2009 Dates



<b>Friday, January 30, 2009</b>	<b>Deadline for Grandfather Rights</b>
<b>Friday, May 29, 2009</b>	<b>Proof of Comprehensive General Liability Insurance due with Webb's Consulting and Management Services, Inc. named as additional named insured</b>
<b>Friday, May 29, 2009</b>	<b>Entire balance is due</b>
<b>Thursday, July 9, 2009</b>	<b>Vendors may start setting up after 8am</b>
<b>Friday, July 10, 2009</b>	<b>Bear Paw Vendor Court 12NN-10PM</b>
<b>Saturday, July 11, 2009</b>	<b>Bear Paw Vendor Court 12NN-10PM</b>
<b>Sunday, July 12, 2009</b>	<b>Bear Paw Vendor Court 12NN-6PM</b>
<b>Monday, July 13, 2009</b>	<b>Bear Paw Vendor Court must be clear of all vehicles, equipment, tents, etc.</b>