

2009 BEAR PAW FESTIVAL VENDOR COURT LEASE AGREEMENT

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This lease agreement is entered into as of this _____ day of _____, _____ by and between WEBB'S CONSULTING & MANAGEMENT SERVICES, INC. DBA Bear Paw Festival Vendor Court Manager (hereinafter "Lessor or Promoter"), located at 741 East 13th Avenue, Anchorage, AK 99501-4621 and _____ (hereinafter "Tenant").

1. AGREEMENT

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

2. TERM: LEASED SPACE

- a. The term of this lease shall commence at 8:00 a.m. Alaska Daylight Savings Time on Friday, July 10, 2009 for which Tenant has paid, in advance, the appropriate rental charges set forth below and the term shall end at 7:00 p.m. Alaska Daylight Savings Time, Sunday, July 12, 2009.
- b. The space included in the Leased Space, so long as Tenant has paid the appropriate rental charge in advance, shall be the space numbers noted hereafter for the term of the lease:

Booth _____ and _____

3. RENTAL CHARGES

- a. Base rental charges for all Vendors shall be in the following amounts:

	<u>Single Space</u>	<u>Double Space</u>
	*10' wide x 20' deep	20' wide x 20' deep
Regular Tenant	\$250.00	\$375.00
Non-profit Tenant	\$200.00	\$300.00
Extra Foot – width	\$25.00	
Food Vendors – additional	\$75.00	
Electrical Service --additional	\$90.00 per 15 AMP plug	
End Cap -- additional	\$75.00	

*Booths 501-504 are 10' wide x 10' deep

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

Make checks payable to:
Anchorage Markets

Base Rate: \$_____ x _____ (# of booth spaces)	=	_____
Extra footage \$25.00 x _____ (# of feet)	=	_____
End Cap Fee: \$75 additional	+	_____
Food Vendor Fee: \$75 additional	+	_____
Electrical Service: \$90 additional	+	_____
*Insurance from Organizer (if eligible) 1-\$65 2-\$97.50	+	_____

*Will be refunded if appropriate certificate of insurance is received by Market Manager on or before **Friday, May 30, 2009**.

TOTAL RENT DUE Under This Lease: \$ _____

ADDITIONAL IMPORTANT TERMS AND PROVISIONS APPEAR ON THE REVERSE SIDE OF THIS LEASE. THESE ADDITIONAL TERMS AND PROVISIONS AND THE ENTIRE BEAR PAW FESTIVAL VENDOR COURT VENDOR HANDBOOK ARE A PART OF THIS LEASE AND ARE BINDING ON TENANT. IN WITNESS WHEREOF, the parties have caused this lease to be duly executed, intending to be legally bound hereby as of the day and year first above-written.

TENANT: (Print) _____

Signature: _____

Business Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ **Products to be sold:** _____

LESSOR: **Webb's Consulting & Management Services, Inc.**

By: _____

Date: _____

Date Deposit Paid: _____ **Check No:** _____ **Amount:** _____ **By:** _____

Credit Card #: _____ **Expires:** ___/___/___ **Name:** _____

(Vendor keeps one copy of the Vendor Lease Agreement, and returns the other copy to the Market Manager)

--OVER--

4. **BALANCE OWED**

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

5. **FOOD**

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

6. **BEAR PAW FESTIVAL VENDOR COURT MARKET AREA**

The Bear Paw Festival Vendor Court Market Area is more particularly described as: That area of the Parking Lot located on the South side of the Valley Center Mall, Eagle River, Alaska; marked into vendor booth spaces and described as Market area by the Lessor.

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

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

8. **TENANT'S INDEMNITY**

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

9. **LESSOR'S RIGHTS**

- a. Should Tenant default in payment or performance of any obligation of Tenant hereunder, Tenant agrees that Lessor shall have, in addition to each and every remedy available at law or in equity, the following rights and remedies which may be exercised by Lessor at its discretion and without prior notice to Tenant: the right to self-help enforcement of Tenant's obligations and Lessor's rights, the right to specific enforcement of Tenant's obligations, the right to immediate possession of the Leased Space, the right to physically remove Tenant, Tenant's agents, servants, employees, or contractors, and all of Tenant's property, from the Leased Space and from the Market Area, and the right to store, dispose, or discard any or all of such property at Lessor's sole discretion and at Tenant's expense and on Tenant's account.
- b. Lessor reserves the right to terminate this lease at any time, to shorten the term of this lease by months, by weeks, by days, by hours, or by minutes, and to make different, fewer, or less Leased Space available to Tenant, for any reason or for no reason, all in Lessor's sole and absolute discretion, and without prior notice to Tenant.
- c. Lessor shall only be required to refund pre-paid charges to Tenant if Lessor cannot provide Tenant the same number of spaces called for hereunder during the lease period or if the Bear Paw Festival does not occur at all. In such event, Lessor shall refund to Tenant only that portion of Tenant's pre-paid rental charges applicable to the amount of space Lessor did not make available to Tenant or applicable to the Bear Paw Festival Vendor Court which did not occur. Tenants who do not claim reserved or pre-paid space by 11:00 a.m. on Friday, July 10, 2009 have forfeited right to the space and any rent or deposit monies, freeing Landlord to reassign the space(s) to another or other Tenants, for the balance of the lease period.

10. **TENANT'S EXCLUSIVE REMEDY**

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

11. **BEAR PAW FESTIVAL VENDOR COURT HANDBOOK**

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