

2008 Holiday Food & Gifts Festival

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

(Lease must be in one person's name ONLY)

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 Holiday Food & Gift Festival (more fully described in paragraph 6 of this lease) specified in paragraph 2 below (said portion being referred to hereafter as the "Leased Space").

2. TERM: LEASED SPACE

- a. The term of this lease shall commence at 7:00 a.m. Alaska Daylight Savings Time on **Friday November 7, 2008** designated hereafter, for which Tenant has paid, in advance, the appropriate rental charges set forth below and the term shall end at 11:00 p.m. Alaska Daylight Savings Time, on **Sunday November 9, 2008**.
- 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:

Location:	
Booth: #	Size:

3. RENTAL CHARGES

- a. **Base rental charges for all Vendors is determined by the location of the booth and shall be in the following amount:**

Location	Booth Rental Charge	End Cap Booth Fee	Booth Size Wide x Deep
1st Booth by one vendor	\$550.00	\$100.00	10' x 10'
2nd + Booth by same vendor	\$500.00	\$100.00	10' x 10'
Double booth w/post	\$825.00	n/a	20' x 10'
Shared by 2 Vendors	\$300.00 per Vendor	\$350.00 per Vendor	½ of 10' x 10'
Shared by 3 Vendors	n/a	\$450.00 per Vendor	1/3 of 20' x 10'

- b. Additional rental charges are due based on certain variables fully described in the Holiday Food & Gift Festival 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: Holiday Food & Gift Festival	Booth Rental Rate \$ _____ + _____ + _____ + _____ = \$ _____ End Cap Booth Fee @ \$100.00 per end cap \$ _____ TOTAL RENT DUE UNDER THIS LEASE: \$ _____
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ADDITIONAL IMPORTANT TERMS AND PROVISIONS APPEAR ON PAGE 2 OF THIS LEASE. THESE ADDITIONAL TERMS AND PROVISIONS AND THE ENTIRE HOLIDAY FOOD & GIFT FESTIVAL 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: «Company»

Address: _____ **Phone:** _____ **Email:** _____

City/State/Zip: _____

Products to be sold: _____

Date Paid: _____ **Check #** _____ **Cash** _____ **Visa** _____ **MasterCard** _____ **Amount: \$** _____ **By** _____

Credit Card # _____ **Expires** ____ / ____ **Name** _____

Original to Vendor & Copy to Anchorage Holiday Food & Gift Festival 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 AND MERCHANDISE

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. Food Vendors must have a current temporary food license and food handlers card and comply with all health and fire regulations and the Dena'ina Civic & Convention Center's Food and Beverage Policy.. 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. HOLIDAY FOOD & GIFT FESTIVAL

The Holiday Food & Gift Festival area is more particularly described as that area leased out to the Anchorage Holiday Food & Gift Festival in the Dena'ina Civic & Convention Center.

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 Holiday Food & Gift Festival 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 Holiday Food & Gift Festival 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 Holiday Food & Gift Festival 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

Except for those matters caused solely by Lessor's intentional (as opposed to negligent) actions, or those of its agents, servants, employees, or contractors, 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 Holiday Food & Gift Festival.

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 Anchorage Holiday Food & Gift Festival, 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 or if a presently scheduled Anchorage Holiday Food & Gift 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 Anchorage Holiday Food & Gift Festival that did not occur. Tenants who do not claim reserved or pre-paid space by 9:00 a.m. on a contracted day 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 that day.

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, including but not limited to lost profits, 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. ANCHORAGE HOLIDAY FOOD & GIFT FESTIVAL HANDBOOK

Tenant acknowledges and agrees that it has received and read the Anchorage Holiday Food & Gift 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.