

2009 ANCHORAGE MARKET & FESTIVAL VENDOR LEASE AGREEMENT S-

This lease agreement is entered into as of this _____ day of _____, _____ by and between WEBB'S CONSULTING & MANAGEMENT SERVICES, INC. DBA Anchorage Market & Festival (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 Anchorage Market & Festival Area (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 6:00 a.m. Alaska Daylight Savings Time on each of the Saturdays or Sundays designated hereafter, for which Tenant has paid, in advance, the appropriate rental charges set forth below and the term shall end at 8:30 p.m. Alaska Daylight Savings Time, on each Saturday; or on each Sunday; or on the Sunday should both days have been contracted within one week.
- b. The Leased Space and the days included in the term of this lease, so long as Tenant has paid the appropriate rental charge in advance, shall be the space numbers noted hereafter for the days noted next to the space numbers (*SB indicates stand-by status with no booth number currently assigned and T(n) indicates table in the Craft's Tent*):

2009 Booth#:

Booth #	Booth #	Booth #
1 st Week _____ Saturday 05/16/09	7 th Week _____ Saturday 06/27/09	13 th Week _____ Saturday 08/08/09
_____ Sunday 05/17/09	_____ Sunday 06/28/09	_____ Sunday 08/09/09
2 nd Week _____ Saturday 05/23/09	8 th Week _____ Saturday 07/04/09	14 th Week _____ Saturday 08/15/09
_____ Sunday 05/24/09	_____ Sunday 07/05/09	_____ Sunday 08/16/09
3 rd Week _____ Saturday 05/30/09	9 th Week _____ Saturday 07/11/09	15 th Week _____ Saturday 08/22/09
_____ Sunday 05/31/09	_____ Sunday 07/12/09	_____ Sunday 08/23/09
4 th Week _____ Saturday 06/06/09	10 th Week _____ Saturday 07/18/09	16 th Week _____ Saturday 08/29/09
_____ Sunday 06/07/09	_____ Sunday 07/19/09	_____ Sunday 08/30/09
5 th Week _____ Saturday 06/13/09	11 th Week _____ Saturday 07/25/09	17 th Week _____ Saturday 09/05/09
_____ Sunday 06/14/09	_____ Sunday 07/26/09	_____ Sunday 09/06/09
6 th Week _____ Saturday 06/20/09	12 th Week _____ Saturday 08/01/09	18 th Week _____ Saturday 09/12/09
_____ Sunday 06/21/09	_____ Sunday 08/02/09	_____ Sunday 09/13/09

3. RENTAL CHARGES

- a. Saturday Base rental charge for certified Alaskan grown produce farmers shall be 50% of the rate charged other Vendors per 10' wide space per Saturday as detailed in Vendor Handbook. Base rental charges for all Vendors shall be determined by the number of Saturdays covered by this lease and shall be in the following amounts per 10' x 15' space per Saturday;

One (1) – Six (6) Saturdays or Stand-by Vendors: \$90 Seven (7) – Ten (10) Saturdays: \$85
Eleven (11) – Fourteen (14) Saturdays: \$80 Fifteen (15) – Eighteen (18) Saturdays: \$75

- b. Sunday Base rental charge for certified Alaskan grown produce farmers shall be 50% of the rate charged other Vendors per 10' wide space per Sunday as detailed in Vendor Handbook. Base rental charges for all Vendors shall be determined by the number of Sundays covered by this lease and shall be in the following amounts per 10' x 15' space per Sunday;

One (1) – Six (6) Sundays or Stand-by Vendors: \$80 Seven (7) – Ten (10) Sundays: \$75
Eleven (11) – Fourteen (14) Sundays: \$70 Fifteen (15) – Eighteen (18) Sundays: \$65

The rate determined under these sub-paragraphs is the "Base Rate" and is applicable to days contacted under this lease agreement. Additional lease agreements signed for 2009 season will determine rates based on number of days contacted in that agreement.

Page Two of Vendor Lease Agreement – S

Additional rental charges are due based on certain variables fully described in the Anchorage Market & 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:

Contracted Saturdays:

Saturday Base Rate \$ _____ x _____ (# of spaces): \$ _____

Saturday Headquarters/End Cap area space: \$25 x _____ (# of spaces): + _____

Saturday Electricity: \$20 x _____ (one duplex plug outlets): + _____

Additional Electricity: \$10 x _____ (# of additional duplex plug outlets): + _____

Saturday Food Vendor Fee: \$20 per day x _____ (# of 5' width leased space): + _____

Saturday Terms: 50% of rent due at signing of lease agreement; balance due February 13, 2009.

Daily Saturday Rate: \$ _____

Number of Saturdays Contracted: x _____

Total Rent Due for 2009 Saturdays: \$ _____

Contracted Sundays:

Sunday Base Rate \$ _____ x _____ (# of spaces): \$ _____

Sunday Headquarters/End Cap area space: \$25 x _____ (# of spaces): + _____

Sunday Electricity: \$20 x _____ (# of duplex plug outlets): + _____

Additional Electricity: \$10 x _____ (# of additional duplex plug outlets): + _____

Sunday Food Vendor Fee: \$15 per day x _____ (# of 5' width leased space): + _____

Sunday Terms: 50% of rent due at signing of lease agreement; balance due February 13, 2009; except Vendors contracting for 15 to 18 Saturdays & 15 to 18 Sundays may pay 25% down; 25% due February 13, 2009; 25% due June 1, 2009 and balance due July 1, 2009.

Daily Sunday Rate: \$ _____

Number of Sundays Contracted: x _____

Total Rent Due for 2009 Sundays: \$ _____

Exclusive Fee: Saturday & Sundays \$200 per season \$ _____

Additional 5' booth space: \$1,050.00 \$ _____

Other Charges: Set-up Tent Rental, etc. \$ _____

Total 2009 Rent Due Under This Lease (Saturdays + Sundays + Exclusives + Other) \$ _____

ADDITIONAL IMPORTANT TERMS AND PROVISIONS APPEAR ON PAGE 3 OF THIS LEASE. THESE ADDITIONAL TERMS AND PROVISIONS AND THE ENTIRE ANCHORAGE MARKET & 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*: _____

Address: _____

City/State/Zip: _____

** Same As Name on Alaska Business License*

LESSOR: Webb's Consulting & Management Services, Inc.
 By: _____
 Date: _____

Phone: _____ **Email:** _____

Products to be sold: _____

Original to Vendor & Copy to Market Manager

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

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

(Once processed, credit card number will be blacked out for security reasons.)

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

If no charge is shown above 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. ANCHORAGE MARKET & FESTIVAL AREA

The Anchorage Market & Festival Area is more particularly described as that area encompassing the area known as the "Lower Bowl Parking Lot" located between C and E Streets and 3rd and 2nd Avenues.

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 Anchorage Market & 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 Anchorage Market & 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 Anchorage Market & 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 Anchorage Market & Festival 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 Anchorage Market & Festival 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 or if a presently scheduled Anchorage Market & 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 Market & 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 MARKET & FESTIVAL HANDBOOK

Tenant acknowledges and agrees that it has received and read the Anchorage Market & Festival 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.