

Page Three of Vendor Lease Agreement

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

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. 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

- 1. 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 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.
2. 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.
3. 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.



2012 Anchorage Market & Festival Vendor Booth Request Form



Return this form with signed lease agreement and deposit to:

Webb's Consulting & Management Services, Inc.

741 East 13th Avenue, Anchorage, AK 99501-4621

Phone (907) 272-5634 Fax 272-5635 info@anchoragemarkets.com

Make Checks Payable To: Anchorage Market & Festival

Name: _____

Company: _____

Address: _____

City: _____ State _____ Zip _____

Phone: Business: _____ - _____ - _____ Cell: _____ - _____ - _____ Home: _____ - _____ - _____

Email: _____

May we email invoices, statements and vendor newsletters to you? YES NO

URL http://www. _____

AMF12001

Note: Vendors contracting for 15 or more Saturdays or 15 or more Sundays will be listed on our web site unless they tell us they do not want to be listed... [] We do NOT want to be on Anchorage Market & Festival website.

Products That You Will Sell:

Are your products permitted by the Made In Alaska or Silver Hand or Alaska Grown programs? Yes No

First year that you participated in Anchorage Market & Festival _____

2011 Saturday Booth Address _____ for _____ Saturday Market days.

2011 Sunday Booth Address _____ for _____ Sunday Market days.

Booth (s) Requested: You may put down a general location, i.e. between 121 W. Caribou & 101 W. Caribou. This will give you a better chance of getting a booth in the area that you want. The more information that you provide about the location you prefer, the better we can accommodate your request. Specify North or South facing, the aisle you prefer and East or West side of Salmon Run (market center).

First Choice: _____ Second Choice _____

Circle choices: North or South Facing. Caribou or Moose or Bear or Aurora.

East or West side. Craft Tables Eat Local Section Food Booth Electricity Close to Restrooms

What size width of space do you need? Standard 10' wide or 15' wide or 20' wide or other _____' wide. All spaces are 20' deep except Aurora Alley booths are 15' deep.

If you are a food for consumption at Anchorage Market & Festival vendor, please complete additional booth request information in the Anchorage Market & Festival's Food Vendor Supplemental Handbook.

2012 ANCHORAGE MARKET & FESTIVAL VENDOR LEASE AGREEMENT

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):

2012 Booth Address: _____

Lease dates:	Lease dates:	Lease dates:
1st Week [] Saturday, May 12, 2012	7th Week [] Saturday, June 23, 2012	13th Week [] Saturday, August 04, 2012
[] Sunday, May 13, 2012	[] Sunday, June 24, 2012	[] Sunday, August 05, 2012
2nd Week [] Saturday, May 19, 2012	8th Week [] Saturday, June 30, 2012	14th Week [] Saturday, August 11, 2012
[] Sunday, May 20, 2012	[] Sunday, July 01, 2012	[] Sunday, August 12, 2012
3rd Week [] Saturday, May 26, 2012	9th Week [] Saturday, July 07, 2012	15th Week [] Saturday, August 18, 2012
[] Sunday, May 27, 2012	[] Sunday, July 08, 2012	[] Sunday, August 19, 2012
4th Week [] Saturday, June 02, 2012	10th Week [] Saturday, July 14, 2012	16th Week [] Saturday, August 25, 2012
[] Sunday, June 03, 2012	[] Sunday, July 15, 2012	[] Sunday, August 26, 2012
5th Week [] Saturday, June 09, 2012	11th Week [] Saturday, July 21, 2012	17th Week [] Saturday, September 01, 2012
[] Sunday, June 10, 2012	[] Sunday, July 22, 2012	[] Sunday, September 02, 2012
6th Week [] Saturday, June 16, 2012	12th Week [] Saturday, July 28, 2012	18th Week [] Saturday, September 08, 2012
[] Sunday, June 17, 2012	[] Sunday, July 29, 2012	[] Sunday, September 09, 2012

3. RENTAL CHARGES

- a. Saturday Base rental charges for certified Alaskan grown farmers shall be 50% of the rate charged other Vendors per 10' wide space per Saturday as detailed in the Vendor Handbook. Base rental charges for all Vendors shall be determined by the number of Saturdays covered by this lease agreement and shall be in the following amounts per 10' x 15' space per Saturday.
One (1) — Six (6) or Stand-by Vendors: \$95; Seven (7) — Ten (10) Saturdays: \$90; Eleven (11) — Fourteen Saturdays: \$85; Fifteen (15) — Eighteen (18) Saturdays: \$80
- b. Sunday Base rental charges for certified Alaskan grown farmers shall be 50% of the rate charged other Vendors per 10' wide space per Sunday as detailed in the Vendor Handbook. Base rental charges for all Vendors shall be determined by the number of Sundays covered by this lease agreement and shall be in the following amounts per 10' x 15' space per Sunday.
One (1) — Six (6) or Stand-by Vendors: \$85; Seven (7) — Ten (10) Saturdays: \$80; Eleven (11) — Fourteen Saturdays: \$75; Fifteen (15) — Eighteen (18) Saturdays: \$70

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 2012 season will determine rates based on number of days contacted in that agreement.

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 \$10: + _____
 Extended payments \$5 x _____ # 10' wide spaces + _____
 Saturday Food Vendor Fee: \$20 per day x _____ (# of 5' width leased space): + _____

Daily Saturday Rate: \$ _____
Number of Saturdays Contracted: x _____
Total Rent Due for 2012 Saturdays: \$ _____

Contracted Sundays:

Sunday Base Rate \$ _____ x _____ (# of spaces): \$ _____
 Sunday Headquarters/End Cap area space: \$25 x _____ (# of spaces): + _____
 Sunday Electricity: \$20 x _____ (one duplex plug outlets) additional \$10: + _____
 Extended payments \$5 x _____ # 10' wide spaces + _____
 Sunday Food Vendor Fee: \$15 per day x _____ (# of 5' width leased space): + _____

Daily Sunday Rate: \$ _____
Number of Sundays Contracted: x _____
Total Rent Due for 2012 Sundays: \$ _____

Exclusive Fee: Saturday & Sundays \$200 per season \$ _____
 Additional 5' booth space: \$1,125.00 \$ _____
 Other Charges: Set-up Tent Rental, etc. \$ _____
Total 2011 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*: _____ **Date:** _____

*Same As Name on Alaska Business License

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

Date Payment Made: _____ Check # _____ Visa ___ MasterCard ___ Amount \$ _____

Card # _____ - _____ - _____ Expires ___/___ 3-Digit _____

Once processed, credit card number will be blacked out for security reasons. We do not keep credit card information on record.

Original to Vendor & Copy to Market Manager