

APPENDIX L

2011
Vendor
Handbook

May 14 to September 11,
2011



19th year

Webb's Consulting & Management Services, Inc.
741 East 13th Avenue
Anchorage, AK 99501

Phone: 272-5634 Fax 272-5635
Email: info@anchoragemarkets.com
Web: <http://www.anchoragemarkets.com>

Table Of Contents...

ANCHORAGE MARKET & FESTIVAL MISSION STATEMENT	4
CODE OF ETHICS	4
ANCHORAGE MARKET & FESTIVAL MANAGER	4
MARKET POLICIES	5
SPACE ASSIGNMENTS	6
PROCEDURES	6
PREFERENCES	7
BOOTH SELECTION	8
FOOD VENDORS	8
DEADLINE FOR RENT PAYMENTS	9
REFUNDS OF PRE-PAID RENT	9
ADMINISTRATIVE FEE	9
ALTERNATE PAYMENT AGREEMENT	10
RENTALS AND SPACE FEE SCHEDULES	10
RENTAL CHARGES	10
SUBLEASING	11
ALASKA CRAFT TENTS	11
TABLE TENT	11
TENT RENTALS	12
HEADQUARTERS & END CAP SPACE AREAS	12
ELECTRICITY	12
FOOD VENDOR FEE	13
RETURNED CHECK FEES	13
NONPROFIT ORGANIZATIONS	14
EXCLUSIVE PRODUCT SALES	14
ATTENDANCE & PUNCTUALITY	15
OPENING & CLOSING ANCHORAGE MARKET & FESTIVAL	17
MARKET HOURS	17
PARKING & ACCESS	17
USE OF COMMON AREAS	19
CLEAN UP	20
SIGNS, DISPLAY & PLACEMENT	21
SECURITY	21
LEAVING EQUIPMENT AND MERCHANDISE OVERNIGHT	21
ADVERTISING, PROMOTIONS AND SPECIAL EVENTS	22

SPEAKERS CORNER -----22
NO INTERFERING USE -----22
RELEASE AND AGREEMENT NOT TO SUE-----23
LOGO USE -----23
PRODUCT PRICING AND COMPETITION-----23
HEALTH & REGULATORY MATTERS -----23
SAFETY -----24
INSURANCE -----24
POLICY EXCEPTION-----25
CHANGE OF ADDRESS OR TELEPHONE-----25
CONFLICTS -----25
PRODUCT RESTRICTIONS-----25
SPONSORSHIPS -----26
SUGGESTIONS -----26
ANCHORAGE MARKET & FESTIVAL MANAGER ENFORCEMENT -----26
2011 IMPORTANT DATES-----27



2011 is the Nineteenth Season for Anchorage Market & Festival

Anchorage Market & Festival Mission Statement

Anchorage Market & Festival strives to provide the Anchorage community and its visitors with a summer weekly attraction featuring a large variety of Alaskan arts and crafts, food and imports at reasonable prices; enhance the quality of life of Anchorage residents, visitors and Vendors; and enhance the reputation of Anchorage by creating an atmosphere of a carnival or fair, designed for the enjoyment of adults and children of all ages (“the Intended Atmosphere and Use”); to provide Vendors with a low cost, premier location which affords them an opportunity to showcase and display their products to a broad base of consumers and potential consumers, both local and long distance; and, to make productive use on weekends of Anchorage’s downtown parking facilities.

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

Note: *The Anchorage Market & Festival regular season consists of the 18 consecutive weekends beginning on Saturday, May 14, 2011 and ending on Sunday, September 11, 2011.*

Code of Ethics

Anchorage Market & Festival 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 Anchorage Market & Festival 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 Anchorage Market & Festival Manager.

Anchorage Market & Festival Manager

Webb’s Consulting & Management Services, Inc. operates Anchorage Market & Festival. It’s Owner and President is William (“Bill”) F. Webb. Throughout this Handbook, reference is made to the Anchorage Market & Festival 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 13th Avenue
Anchorage, Alaska 99501-4621
Phone (907) 272-5634 Fax 272-5635
E-mail: info@anchoragemarkets.com

Market Policies

The Anchorage Market & Festival Manager has complete authority to interpret and implement policy, the leases and this Handbook at the Anchorage Market & Festival sites, and to act on any breach or violation of any of these items. Vendors, merchants and others are encouraged to provide the Anchorage Market & Festival Manager with written suggestions for improvement and for consideration of the Anchorage Market & Festival Manager.

All participants of the Anchorage Market & Festival will behave toward Anchorage Market & Festival 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 Anchorage Market & Festival 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 Anchorage Market & Festival. 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 Anchorage Market & Festival Manager, in its sole discretion, when Anchorage Market & Festival quality and atmosphere can be enhanced thereby, and the intended use of the Anchorage Market & Festival protected.

Due to the nature of Anchorage Market & Festival 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 Anchorage Market & Festival Manager and in accordance with the Anchorage Market & Festival 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, traffic patterns, rules and regulations set forth in this Handbook and in Vendor's Lease Agreement and to ensure compliance with the same. The Anchorage Market & Festival 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 Anchorage Market & Festival premises shall be consistent with the Anchorage Market & Festival Mission and the intended atmosphere and use. The Anchorage Market & Festival Manager intends to prevent the display or sale of drugs, alcohol, drug paraphernalia, firearms, BB guns, air guns, paintball guns, paintball supplies, fireworks, poppers, 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. It is the policy of the Anchorage Market & Festival that no Vendor will offer for sale any item that would be deemed inappropriate for sale to an 8 year old child. The Anchorage Market & Festival 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 Anchorage Market & Festival Manager will be sole judge of the appropriateness of these items and Vendors

agree to cooperate in immediately removing from display or for sale any item deemed inappropriate. Sale of, knives, swords or lethal martial arts weapons to persons under the age of 18 is prohibited and Vendors selling these items must prominently display, in their booths, a sign indicating that sales to persons under the age of 18 are prohibited.

Space Assignments

An area 10 feet wide by 15 feet deep constitutes the base leased area provided to Vendor for a single-space lease in Anchorage Market & Festival. Vendors may request specific spaces in accordance with Anchorage Market & Festival Manager's procedures and, subject to Anchorage Market & Festival Manager's right to assign different spaces. Space assignments are generally made on a "first-come, first-served" basis, with preference given to current Vendors who meet other criteria. Vendors requiring booth space larger than 10 feet wide by 15 feet deep for 15 or more Saturdays and Sundays in the 2011 season may purchase additional space in five-foot wide increments. Additional space is subject to availability and may be restricted to certain areas or rows. Vendors, except stand-by Vendors, requesting booths for 14 Saturday's or Sunday's or less, will be provided a booth 10 feet wide by 15 feet deep. Booth numbers and width of leased space are assigned by use of numbered tape on the curb, not by the metal placards hanging on post or wire. Certain booths, where space allows, will be up to 20 feet deep measured from the centerline of the concrete island. The booth's 15' or 20' depth will be marked by white lines on the parking lot's surface. Questions regarding Vendor's correct booth placement should be brought to Anchorage Market & Festival Manager's attention prior to the set-up of Vendor's booth. It is the Vendor's responsibility to ensure that adequate space is contracted for the size of canopy or tent and inventory to be used by Vendor.

Procedures

2010 Vendors, defined as a Vendor named in a 2010 Lease Agreement who fully performed the terms of the Lease Agreement for the 2010 season, may sign up for the 2011 Market commencing immediately upon release of the 2011 Anchorage Market & Festival Handbook/Manual, and shall do so by delivering to the Anchorage Market & Festival 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 13th Avenue, Anchorage, Alaska 99501-4621, the following required items:

- A completed 2011 Anchorage Market & Festival booth request form;
- A fully executed 2011 Vendor Lease Agreement, filled in with all required information other than the space designation (s); and
- Payment of not less than 25% or 50%, as appropriate, of the total rent due for the entire term of the lease as calculated in the Lease Agreement.

For 2010 Vendors to be given preference in the assignment of 2011 spaces, lease packages must be returned to Webb's Consulting & Management Services, Inc. (using the above procedure) by 4:00 PM AST on Friday, October 15, 2010. Anchorage Market & Festival 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 2010 Vendors, who apply by the Friday, October 15, 2010 4:00 PM deadline, in order of preference. Deadline is recognized as the date application and appropriate deposit are physically received in Webb's Consulting & Management Services, Inc. office; not date of postmark. Vendor Handbooks and Lease Agreements will be mailed to address of record to all Vendors who participated in the 2010 season. Saturdays and Sundays each are recognized as a separate market when applying preferences.

Group 1 2010 Vendors who leased space for 15 or more Saturdays and/or 15 or more Sundays; activity operated their booth in at least 12 Saturdays and/or Sundays and who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2011 Anchorage Market & Festival regular season (18 Saturdays and 18 Sundays). Vendors requesting their same space as assigned in 2010 regular season on the same day (Saturday or Sunday) will be assigned first and then Vendors requesting spaces other than the space used in 2010 regular season will be assigned in order of receipt of application.

Group 2 2010 Vendors who leased space for any part of the 2010 Anchorage Market & Festival season (18 Saturdays & 18 Sundays) and who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2011 Anchorage Market & Festival regular season (18 Saturdays & 18 Sundays) and Vendors who leased 15 Saturdays and/or 15 Sundays in the 2010 season but did not participate in at least 12 Saturdays and/or Sundays. Booths assigned in order of receipt of application.

Group 3 New Vendors who wish to lease space for at least 15 Saturdays and/or 15 Sundays in the 2011 Anchorage Market & Festival regular season (18 Saturdays & 18 Sundays). Booths assigned in order of receipt of application with preference given to those who lease 15 or more Saturdays and 15 or more Sundays.

Group 4 2010 Vendors who leased space for any part of the Anchorage Market & Festival season and who wish to lease space for any part of the 2011 Anchorage Market & Festival season (18 Saturdays & 18 Sundays). These Vendors will be given preference based on the most Saturdays and/or Sundays committed and will be assigned space after January 3, 2011 or when appropriate space becomes available, whichever is earlier.

Group 5 New Vendors who were not 2010 Vendors may apply and be assigned space after Groups above have been assigned. A Group 5 Vendor may also be a 2010 Vendor who does not apply for 2011 space by the October 16, 2010 deadline for preference assignments. Group 5 will be given preference based on the most Saturdays and/or Sundays committed. These Vendors will be assigned space after January 3, 2011 or when appropriate space becomes available, whichever is earlier.

Note: *It is desirable for the Anchorage Market & Festival to have available for sale as large an assortment of products that have been made in Alaska by Alaskans including books written by Alaska Authors. To that end, preference will be given within all groups*

except Group 1 to applicants who sell made in Alaska products and Alaskan authored books.

Booth Selection

Anchorage Market & Festival Manager will assign booths and tables in accordance with the above procedures. When a Vendor is the next to select a booth in accordance with the above procedures, Anchorage Market & Festival Manager will allow Vendor to select from any available booth for which Vendor is eligible, i.e. Food booth. Before selecting a booth the Vendor is encouraged to consider what they do and do not want in a booth location. Following are some of the criteria that Vendors may wish to consider:

- North or South facing – the sun may have a positive or negative effect on your products, i.e. chocolate melts, jewelry shines, wrapped photos may “sweat”;
- Traffic flow, entrances, street, cross streets within the market area;
- Noise, booths closer to the stage or restroom frontage (used for entertainment) will be louder, the public address system is located on the five light poles and the closer to those polls a booth is the louder the announcements will be;
- Restrooms and/or handicap parking across 3rd Avenue in the Post Office Mall Parking Lot may be serious considerations for some;
- Competition with the immediate area of the booth may be considered but is difficult to predict as Anchorage Market & Festival Manager does not control Vendors’ product selection other than for meeting the Anchorage Market & Festival family value guidelines and Vendors are allowed to change their product mix during the season.

Vendors may request to move to another available open booth after the season has commenced should they not be satisfied with their first selection.

Food Vendors

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 Anchorage Market & Festival Manager, giving preference to those Vendors who offer new and desirable food products. Anchorage Market & Festival Manager will attempt to limit to no more than two the number of food Vendors who sell a similar product and will attempt to select Vendors who offer unique products that no other Vendor is currently selling. Preference will be given for those Food Vendors who have a professional looking booth or trailer with sign, trained staff and appealing food presentation.

Each food Vendor may at time of application select one “exclusive” item per each 5’ width of space rented. No other food Vendor may sell this item. Items not claimed as exclusive by any Vendor may be sold by any Vendor after approval of Anchorage Market & Festival Manager. French fries, brewed coffee, hot or iced tea, smoothies, slushies and chili or cheeses used as an accompaniment are not eligible for selection as an exclusive item. Vendor must have exclusive items for sale in their booth each day of operation. Food Vendors must provide in writing to Anchorage Market & Festival Manager a list of all food and beverage items to be sold in their booth prior to Friday, April 15, 2011 for approval to avoid infringement upon exclusive rights of other Food Vendors. Anchorage Market & Festival Manager will be the sole judge of an item’s

similarity to exclusive item selected and appropriateness. Any menu changes must be made known in writing and approved by Anchorage Market & Festival Manager at least three days prior to their sale at market.

Because the number of Food Vendors is limited it is expected that all Food Vendors will contract for and participate in at least 15 Saturdays and 15 Sundays during the regular season of 18 Saturdays and 18 Sundays. Exceptions may be made for Food Vendors who participated in the 2010 Season and did not contract for or operate on Saturdays or did not contract for or operate on Sundays.

Deadline for Rent Payments

Not less than 50% of the entire rental charge due for the entire initial contract term must be paid upon signing of the Lease Agreement. The entire balance must be paid in full by 4:00 PM AST on Friday, February 11, 2011. A Vendor who contracts for 15 or more Saturdays ***and*** 15 or more Sundays ***and who made payments when due during the 2010 regular season*** or is a new Vendor in 2011, may pay 25% of the contracted amount upon signing of the lease agreement; 25% of the contracted amount on or before February 11, 2011; 25% of the contracted amount on or before June 1, 2011 and the balance in full by July 1, 2011.

Payment in full will be due upon signing of all leases executed after February 11, 2011 except those who contract for 15 Saturdays and 15 Sundays or more.

Refunds of Pre-Paid Rent

The Anchorage Market & Festival Manager will retain 25% of rents contracted and refund all other pre-paid amounts, for any reason, so long as Anchorage Market & Festival Manager receives written request for refund on or before Friday, October 15, 2010. No refunds will be made thereafter, except as noted in the lease agreement.

Administrative Fee

Any payment owed by a Vendor that is not made within five (5) calendar days after its due date shall be subject to an administrative fee of One Hundred Dollars (\$100). Vendor acknowledges that late payment by Vendor to Anchorage Market & Festival of any rent or other sums due will cause Anchorage Market & Festival to incur costs not contemplated by Vendor's Lease Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs may include processing and accounting/bookkeeping charges, labor, communication expenses, postage, etc. The parties hereby agree that such administrative charge is not a penalty and that it represents a fair and reasonable estimate of the costs that Anchorage Market & Festival will incur by reason of such late payment. Additionally, all delinquent payments shall bear interest at the then legal rate of interest as established by Alaska law and Vendor shall pay such interest to Anchorage Market & Festival on demand.

Alternate Payment Agreement

Vendors who wish to participate in Anchorage Market & Festival but do not have funds available to meet with normal requirements may request to negotiate with Anchorage Market & Festival Anchorage Market & Festival Manager an Alternate Payment Agreement that will allow payments to be made in more frequent but smaller amounts. Extra charges are normally incurred and should be expected. The full lease amount is to be paid by July 1, 2011 and agreed payments not made by dates agreed are subject to the administrative fee.

Rentals and Space Fee Schedules

A fee schedule for rentals and space will be established prior to each Anchorage Market & Festival season. Separate or additional fee schedules may be established for other categories, including:

- Certified Alaska Grown Produce Vendors selling only fresh, unadulterated produce
- Exclusive “multi-level franchise” lines, i.e. Mary Kay, Tupperware, etc.
- Exclusive rights to sell Anchorage Market & Festival logo items
- Non-profit organizations and Anchorage area youth groups
- Food Vendors
- Anchorage area children under age of 18

Rental Charges

Base rental charges for Certified Alaska Grown Produce Vendors shall be 50% of the prevailing rate for other Vendors. All products sold by these Vendors are required to be “fresh”, unadulterated and in the raw state with no added ingredients. Anchorage Market & Festival Manager retains the right to lease any and all spaces. Base rental charges for all Vendors shall be determined by the number of market days covered by a single lease agreement and shall be in the following amounts per space per Saturday or Sunday:

Number	Base Amount 10' Width	Base Amount 5' Width
1 to 6 Saturdays	\$ 95.00 per space	\$50.00 per space
7 to 10 Saturdays	\$ 90.00 per space	\$47.50 per space
11 to 14 Saturdays	\$ 85.00 per space	\$45.00 per space
15 to 18 Saturdays	\$ 80.00 per space	\$42.50 per space
1 to 6 Sundays	\$ 85.00 per space	\$45.00 per space
7 to 10 Sundays	\$ 80.00 per space	\$42.50 per space
11 to 14 Sundays	\$ 75.00 per space	\$40.00 per space
15 to 18 Sundays	\$ 70.00 per space	\$37.50per space

Appropriate rate above is determined by number of Saturdays and Sundays reserved within one contract and is not accumulative during the season when multiple contracts are signed. Cost of each extra five feet space is \$1,125.00 per 2011 season and is available only to Vendors who lease their space for 15 to 18 Saturdays **and** 15 to 18 Sundays in the 2011 Season and is subject to availability of extra space on the Vendor’s assigned row or area. Maximum of 5 feet of purchased extra space will be allowed for any one Vendor, if space is available. Additional rental charges are due based on

certain variables. These charges are in addition to the above base rental charges. The following variables affect the additional rental charges: Headquarters Space Area, End Row Spaces, Electricity, Food Vendor Fee, Non-Profit Organizations, Restricted Sales and Exclusive Product Sales.

Subleasing

The subleasing of booth space(s) is strictly prohibited. Only the Vendor appearing on the original Anchorage Market & Festival 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 Anchorage Market & Festival Manager prior to the beginning of the Market day. If a Vendor is unable to occupy the leased rental space on any given Saturday or Sunday, it is necessary to contact the Anchorage Market & Festival Manager prior to 8:00AM of the contracted day that Vendor will be absent, thus providing the Vendor with an opportunity to receive a partial refund of \$20.00 (or 50% of rent paid, whichever is less) in the event the booth is resold by the Anchorage Market & Festival Manager **on days the market is completely sold out.**

Alaska Craft Tents

Anchorage Market & Festival Manager will make available each market day a set-up tent or tents reserved for Alaskan Crafters where they or immediate members of their family may sell products they have made themselves or Alaskan Authors who are selling books that they have written. Each crafter or author will be provided one 30 inch wide by six-foot long table and one chair in the tent to display and sell their merchandise or books. Rates for use of the table on Saturdays are the same as if the Vendor were renting a booth space without tent, table or chair. Rates for Sundays are the same as if Vendor were renting a booth space without tent, table or chair, except Vendors who purchase a Saturday may purchase the next day, Sunday, at 50% of the normal rate.

Table Tent

Anchorage Market & Festival Manager will make available upon request each market day a set-up tent or tents for Vendors who wish to use that space by renting a table. Each participating Vendor will be provided one 30 inch wide by six-foot long table and one chair in the tent to display and sell their merchandise. Rates for use of the table on Saturdays are the same as if the Vendor were renting a booth space without tent, table or chair. Rates for Sundays are the same as if Vendor were renting a booth space without tent, table or chair, except Vendors who purchase a Saturday may purchase the next day, Sunday, at 50% of the normal rate.

Tent Rentals

Anchorage Market & Festival Manager will supply, set-up and tear-down a 10' x 10' EZUp Tent for an additional \$65 per single day or \$85 per two day weekend. Included will be two six foot tables, one chair, four sidewalls and weight bags. Vendor will be responsible for any damage to the tent or accessories. Price does not include space rental fees. A limited number of tents are available. Extra tables are available with advanced notice for \$10 per day/weekend. Day of use table rentals are \$20 per day/weekend. Anchorage Market & Festival Manager will supply a 10' rack for the hanging of a banner in front of a rental tent and hang a 10' x 3' or smaller banner (9'6" x 2' 6" is recommended) for an additional \$10 fee. Banner must be constructed of heavy duty commercial sign material and have grommets on the ends and in the middle.

Anchorage Market & Festival Manager will provide a 5' x 5' EZUp Tent set-up and ready-to-go for a rental charge of \$35 per day or \$45 per weekend. Included will be one four foot table, one chair, four sidewalls and weight bags. A limited number of tents are available. Rate does not include space rental fees. Renter is responsible for all damages.

Headquarters & End Cap Space Areas

The additional rental charge for Leased Space near Anchorage Market & Festival Headquarters (booths 146, 148, 150, 152, 154, 156 W. Caribou Corridor will be \$25.00 per space per each market day. The additional rental charge for Leased Space in an end cap or preferential booth (booths 101, 102, 141 & 142 W. Caribou Corridor; 101, 102, 140, 142, & 155 E. Caribou Corridor; 101, 102, 139 & 140 West Moose Hollow; 101, 102, 156, & 157 E. Moose Hollow; 101, 102, 140 & 143 W. Bear Boulevard; 101, 102, 153, & 156 E. Bear Boulevard; 108 & 136 E. Aurora Avenue will be \$25 per space for each market day. Vendors occupying these booths must contract for at least 15 Saturdays and 15 Sundays in the 2011 Anchorage Market & Festival season.

Electricity

A 110v/20amp duplex outlet or a single 240v/50amp outlet for electricity will be provided, as available, for an additional rental charge of \$20.00 per outlet each Saturday contracted and \$20.00 per outlet per each Sunday contracted. Food Vendors will be given priority in the assignment of available plugs and spaces with plugs.

Vendors applying for electrical service must submit on their booth request form a list of all electrical appliances to be used and each item's rated electrical needs in amps or watts as listed on the appliance's serial or faceplate.

Vendor must use only the electrical plug assigned to them and marked with their name. Vendor may not move their electrical cord to another plug without approval of Anchorage Market & Festival Manager. Power problems (outages) should be reported immediately to Anchorage Market & Festival Manager for reinstatement of power and resolution of problem causing the outage. Additional single plug 110v/20amp outlets may be available for additional \$10 per day to those requiring more than 20 amps of power. Please contact the Anchorage Market & Festival Manager for information.

Extension cords of adequate length are the responsibility of Vendor and should be the three wire/grounded type commercial type (essential for safety), as short as possible to reach from appliance to outlet with little or no extra cord, and of larger wire size, i.e. #12 rather than #16 wire size.

Vendors should start up one appliance at a time. Circuits will likely overload if everything is turned on at one time. Vendors should turn on the most essential appliance first and allow ample time to warm or initiate the appliance before turning on second appliance.

Food Vendor Fee

Vendors selling food or beverage products, which are reasonably determined by Anchorage Market & Festival Manager, in its sole discretion, to be generally for consumption at or near the point of sale, will be required to pay an additional rental charge of \$20.00 per each 5 foot of booth space each Saturday contracted and \$15.00 per each 5' of booth space each Sunday contracted. 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 Anchorage Market & Festival Manager shall have the immediate right to terminate the lease and exercise other remedies available. Food Vendors must receive written permission from Anchorage Market & Festival Manager prior to changing the menu (adding or removal of items) originally stated on the Lease Agreement. The Anchorage Market & Festival Manager will attempt to limit to no more than two Vendors who sell the same or like main menu items. Anchorage Market & Festival Manager will select new Food Vendors based mainly on the uniqueness and desirability, in its sole opinion, of their products and their presentation. Duplication or similarity to products being sold by other Food Vendors will be avoided as much as possible.

Coke and other non-alcoholic beverages distributed by Coca-Cola of Alaska, Inc., including bottled water, have been designated as the official and exclusive non-alcoholic beverages to be sold at the Anchorage Market & Festival. This does not include brewed coffee, hot tea, hot chocolate products and non-finished beverages such as homemade lemonades and ethnic drinks. All Food Vendors are required to purchase Coca-Cola of Alaska, Inc.'s products directly from Coca-Cola of Alaska, Inc. The only soft drink and bottled water to be sold by Vendors shall be the 20 oz size. Coca-Cola of Alaska, Inc.'s products include 20 oz. bottled water, 20 oz. carbonated and non-carbonated sodas, fruit juices, energy drinks and sports drinks. Food Vendors are required to honor this agreement and will receive special pricing from Coca-Cola of Alaska, delivery services to the Market on Saturdays as well as free signs and other promotional items.

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 Anchorage Market & Festival Manager within 5 days and prior to Vendor's entry to another Anchorage Market & Festival day.

Nonprofit Organizations

Anchorage Market & Festival each market day will have available at no charge for the use of one or two local nonprofit organizations that are designated as such under Internal Revenue Code Section 501(c) (3) and provide appropriate documentation of this status, a double wide booth space with a set-up tent, sign rack, one or two tables and one or two chairs for use by selected nonprofit organizations to conduct their business. Groups may use this space a maximum of three Saturdays and three Sundays during the market season. Booth will be assigned by Anchorage Market & Festival Manager based on, in his sole discretion, the best and highest use for the community good. Community health projects will have priority. Usually two groups will be assigned to share this tent each weekend.

Local nonprofit organizations may request and receive one free stand-by space for up to three market days during Anchorage Market & Festival 2011 season, if space is available at 1 PM on the Friday proceeding a requested Saturday or Sunday. Anchorage Market & Festival must have on file a request for space on the organization's letterhead prior to the particular market day. Local nonprofit groups desiring reserved space or more than three free market-day stand-by spaces will be given a fifty percent (50%) discount on regular market prices for space rental for all days above the three free days. Anchorage Market & Festival operates 36 days in the 2011 regular season (18 Saturdays & 18 Sundays).

No beverages may be sold in the nonprofit booth. Food products may only be sold upon approval prior to the date of sale by the Anchorage Market & Festival Manager and with required permit or approval to sell by the Anchorage Health Department. No electric service is available to the nonprofit booth.

Exclusive Product Sales

Exclusive rights to sell on a leased space a national multi-level franchise product, i.e. Mary Kay, Avon, Tupperware, Lip Sense, etc. will be granted to one Vendor in the Anchorage Market & Festival for the season. Franchise line exclusivity is \$200.00 per season for exclusivity on Saturdays and Sundays; exclusivity is based on franchise name, not product type. Vendor is obligated to have available for purchase or order multiple items for which exclusive rights were purchased on each of at least fifteen Saturdays and fifteen Sundays during the season and must be able to document such performance. Exclusivity will not be granted or sold for brand name consumer products.

Rights to sell national multi-level franchise products will be granted on a "first-come first-served" basis by product, except that, grandfather rights will be recognized for Vendors who held these rights in 2010 and completely fulfilled their contract. Exclusivity agreements must be signed and paid before Friday, October 1, 2010. Anchorage Market & Festival Manager will make known to all Vendors that an exclusivity agreement for these products has been signed. Vendors, other than the Vendor purchasing the exclusivity rights, may not display, advertise or sell those products in their booth.

Attendance & Punctuality

All Vendors must sign in by 9:00 AM each market day with the customer service agent (E Street entrance by the Headquarters Building). Sign in is accomplished when Vendor gives preprinted entry pass to gate attendant. Vendors must be ready for business by 10:00 AM on each Anchorage Market & Festival day. **Space reservations and any monies paid for that Anchorage Market & Festival day shall be forfeited in the event a Vendor arrives after 9:00 AM.** Vendors arriving late should immediately check in with the Anchorage Market & Festival Manager and will be moved to the end of the stand-by waiting list and assigned any available space at no additional charge. In the event that a Vendor will be absent from the Market and gives advance notice to the Anchorage Market & Festival Manager prior to 8:00 AM of the contracted day to be missed, the Anchorage Market & Festival Manager will attempt to resell the booth. **If the Market is sold out** (all booths have been reserved) and the booth is resold, a refund of \$20, or 50% of base booth rate paid, whichever is less, will be mailed to the Vendor of record. No vehicle will be allowed to enter the Anchorage Market & Festival areas after 9:00 AM. For the safety of Vendors and market-goers, all vehicles must be out of Anchorage Market & Festival areas by 9:30 AM; except 9:00 AM for Vendors whose booths are located in Bear Boulevard or booths 108 E. thru 118 E. Aurora Alley.. If Anchorage Market & Festival Manager has not re-assigned a late arriving Vendor's space, the late arriving Vendor may occupy the space after signing in with the Anchorage Market & Festival Manager, but cannot drive a vehicle on the Anchorage Market & Festival area.

Stand-by List for Space

Most market days all Anchorage Market & Festival booths are contracted to Vendors. However, many of the Vendors choose not to participate that day for a variety of reasons. When this happens, by contract, the Anchorage Market & Festival Manager has the right to keep the market full by re-selling the Vendor's forfeited booth. In an effort to do this in an organized and fair way, a "Stand-by Vendor" list and procedure has been established.

The stand-by list placement procedure is a simple first-come-first-serve based on the date prepayment of rent was made.

Booth space is assigned to a stand-by Vendor in one of two ways:

Early Assignment (cancellations before 4:00PM on the Friday prior to an Anchorage Market & Festival Day):

Vendors with assigned booth space are encouraged to call us and cancel their booth space if they will be absent. If they call before 8:00AM Saturday or Sunday morning for any contracted market date and their booth is sold to a stand-by Vendor, they will receive a \$20.00 (or 50% of amount paid, whichever is less) refund for making that call. This usually results in several advance calls per market day.

When a Vendor calls to cancel by 4:00PM on the Friday prior to a contracted Saturday Market date, the Anchorage Market & Festival Manager will then call the next Vendor on the stand-by list and offer the canceled booth space to that stand-by Vendor. When a stand-by Vendor is called for a booth assignment, they may turn down the first booth space offered for any reason. If the Anchorage Market & Festival Manager calls that

stand-by Vendor with a second booth offer and the stand-by Vendor does not accept this booth assignment, the stand-by Vendor will not be called again. The stand-by Vendor who accepts a booth assignment will remain at the top of the stand-by Vendor list and the Vendor will be required to show up on the contracted day at 9AM for their booth assignment. Should the stand-by Vendor fail to be present at 9AM on the contracted day, their booth fee for that day will be forfeited and no refund will be made.

The Anchorage Market & Festival Manager will call stand-by Vendors, if and when a booth is available. It is the Vendor's responsibility to make sure that the Anchorage Market & Festival Manager has a current contact phone number. The Anchorage Market & Festival Manager is often notified of a booth cancellation early on Saturday or Sunday morning. When this happens, the Anchorage Market & Festival Manager will call early and assign Stand-by Vendor's a booth number providing Vendor is available to receive the call or calls back within thirty minutes.

Make sure you have checked the market map in your Vendor Handbook and you know where your booth is located. Remember to look on the curb for the number written on the duct tape...this is the booth number...not the one on the sign.

Market Day Assignment:

Market Day Assignment: Should a stand-by Vendor not receive a call by 4:00PM on the Friday prior to a contracted Market Day for which the Vendor is on stand-by status, they should pack up and be ready for Market. Chances are very high that they will still get a booth. Check in at the Headquarters building at the Anchorage Market & Festival no later than 9:00AM on the morning of the contracted day. **DO NOT PULL YOUR CAR INTO THE MARKET AREA.** You can find temporary parking in close-by lots. Do not park in the 3rd Avenue loading zone until you have a booth assigned. Showing up earlier than 9:00AM will not do you any good as we must, by contract, wait until 9:00AM to see if a booth is occupied. If not occupied by 9:00AM, we will re-assign that booth to stand-by Vendors. Starting at 9:00AM our staff checks each booth location and radios into the stand-by coordinator numbers of booths that are empty. Usually, there are several booths open on any given market day. The coordinator will, in turn, assign the booths to the stand-by Vendors assembled by the Anchorage Market & Festival Headquarters Building in the same order that the Vendors appear on the list. You must be present at the time your name is called to receive a booth. **NO REFUNDS WILL BE MADE IF YOU ARE NOT PRESENT TO ACCEPT A BOOTH ASSIGNMENT.** However, in the rare instances that we have more stand-by Vendors than available booths, refund of booth fees via check (credit memo if Vendor has balance owed) will be made on the next Tuesday or, at Vendor's request, the fees will be applied to pre-paid stand-by on another market day.

Once a Vendor receives a booth space they may then hand cart, carry, scoot or push their items to their assigned booth space. NO vehicles are allowed in market at this time. A Vendor may borrow a cart from the Anchorage Market & Festival when one is available, provided you return it to the storage area west of the restrooms immediately after unloading. You may wish to bring your own carts and helpers.

Stand-by Vendors are required to follow the same rules as other Vendors and should be familiar with your Lease Agreement and Vendor Handbook. Upon mutual agreement, stand-by Vendors may be assigned a booth that is less than the standard 10' feet wide x 15 feet deep space with no adjustment in rates.

Opening & Closing Anchorage Market & Festival

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

Vendors' rights in such events shall be those set forth in their leases and as set forth in this Handbook which is itself part of each Vendor's lease. The decision of the Anchorage Market & Festival Manager shall be final.

In making this decision, the Anchorage Market & Festival 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 Anchorage Market & Festival Manager has the discretion to so act, Anchorage Market & Festival does not, by doing so, undertake to protect the health, safety or welfare of such 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 Anchorage Market & Festival hours unless **prior** arrangements have been made with the Anchorage Market & Festival Manager. The Anchorage Market & Festival shall be open to the public during the hours of 10:00AM through 6:00PM local time each Anchorage Market & Festival day. The Anchorage Market & Festival Manager will attempt to communicate with Vendors in writing regarding an exception to this policy. Vendor agrees to operate the Leased Space continuously from 10:00AM through 6:00PM each Anchorage Market & Festival day that has been contracted. 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 Anchorage Market & Festival as early as 6:00AM on Market days and remain until 8:30PM for the purpose of set-up and takedown. 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. Vendors arriving earlier than 6:00AM must leave the 3rd Avenue loading/bus zone open until the market staff has placed the fencing barricades along 3rd Avenue. Likewise, this zone must be open for retrieval of the fencing barricades by 7:15PM Sundays.

The first four hours (from 6:00AM to 10:00AM) and the last two and one half hours (from 6:00PM to 8:30PM) shall be used for set-up and takedown of the Vendor's equipment, furniture and other personal property. Vehicle access to and from the Leased Space shall be restricted to the period of 6:00AM to 9:30AM (9:00AM for Vendors in booths

located on Bear Boulevard) (**Note: All Vehicles must enter the market area prior to 9:00AM**) and 6:15PM to 8:30PM. All gates will be sealed at 8:30PM each Saturday of the market season.

Food Vendors may park their food trailers, not tents, in their assigned places on Friday evening provided their space is not being used by a parking lot customer and they pay the appropriate parking charge from time parked until 6:00PM. Food trailers must be removed on Sundays by 8:30 PM. Any time after 8:30PM must be paid at the appropriate parking rate. Parking after 9:00PM is discouraged as it interferes with the sweeping and cleaning of the lot.

Food Vendors may park trailers as early as 12:01AM on Fridays providing they have obtained a parking permit from Anchorage Community Development Authority (ACDA) as described below.

Vendors may purchase a seasonal weekend parking pass that is valid each market day in the Post Office Mall or Howard Johnson lots close to the Anchorage Market & Festival. These parking passes must be purchased at the ACDA's office on the second floor of the 6th Avenue parking garage, 700 West 6th Avenue during regular business hours M-F 7:30AM to 5:00PM. The permit cost \$50 for the season or \$25 for the remaining season after July 15. Anchorage Market & Festival Manager will enclose the proper Vendor ID and form with each contract when returned to Vendor that allows purchase of the seasonal pass. Vendors are not required to purchase this permit and may park in any legal location of their choosing. Meters are free on weekends but should not be used in front of local businesses.

A loading zone will be established on the Eastern end (between booths 142 to 158 E. Caribou Corridor) and Western end (between booths 140 to 154 W. Caribou Corridor) of 3rd Avenue each Anchorage Market & Festival day. This area may be used for expeditious loading and unloading for up to 15 minutes only. This limitation will be strictly enforced. The majority of 3rd Avenue will be used for loading, unloading and parking of tour buses between 9:30AM and 5:00PM. Vendors may not park in this area between these hours for any reason.

Vendors will use extreme caution in moving vehicles; maximum speed limit in the market area 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 Anchorage Market & Festival area except as provided herein. All Vendors may use vehicles during set-up and takedown hours. Traffic in the Market Area is all one-way from West to East and North to South. Vendors who find they are in the wrong market street should exit the Market Area at the Southeastern 3rd Avenue exit and reenter at the E Street entrance.

Vendors are required to assist in facilitating efficient set-up and takedown by:

- Parking their vehicle as close to booth as possible and leaving center aisle open for traffic to continue past booth.
- Immediately upon arrival at booth location, unload vehicle and move vehicle to outside of Market area prior to set-up of tent or booth contents.
- Not entering Market area to load at the end of the day until all merchandise, tents and other booth items are packed and ready to load. Load vehicle as quickly as possible and immediately remove vehicle from the Market area.
- Turning off vehicle while loading, unloading or idling in traffic to assist in reducing noxious fumes.

- Not being overanxious about leaving the Market area after close of the business day. Booths are required to be open for business until 6:00PM each market day.
- Not blocking the traffic lanes on 3rd Avenue or E Street. Between the hours of 6:15PM and 6:30PM vehicles must be traveling South on E Street to be eligible to enter the market area to avoid congestion and gridlock on 3rd Avenue.
- Reducing to a minimum the number of vehicles and trips taken into the market area.
- Parking on the left side (North side) of the Moose Hollow when unloading or loading between the hours of 6:00AM and 9:30AM and 6:15PM and 7:00PM to allow traffic to continue to move on the right.

Vehicles and trailers may be used within lease area by Vendors during Anchorage Market & Festival hours only if they have a demonstrated need for the vehicle during market hours, the vehicle or trailer fits within the leased area and Vendor has obtained the prior written approval of the Anchorage Market & Festival Manager who will designate special placement designed to impose minimal impact on adjacent Vendors. This approval is usually limited to produce trucks and food trailers. Vendors grant the Anchorage Market & Festival 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 Anchorage Market & Festival Manager.

Use of Common Areas

Common areas are designed to provide sufficient open areas for the common enjoyment of Anchorage Market & Festival visitors to pass from Vendor to Vendor without inconvenience or disruption. Accordingly, the Anchorage Market & Festival 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 Anchorage Market & Festival Vendors. Center of aisle may be used for sponsor & market signs, tables, benches, refuse containers, recycling bins and the placement of raffle vehicles, snow machines, boats, etc. at the sole discretion of the Anchorage Market & Festival Manager.

Roving entertainers, with prior approval of Anchorage Market & Festival Manager, may use open or common areas including the aisles. 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 Anchorage Market & Festival. Another option is to arrange with the Entertainment Coordinator to perform on stage or in front of restrooms. Vendors who are inadvertently disturbed by the activities of roving entertainers are encouraged to contact the Anchorage Market & Festival Manager for resolution of the problem.

Vendors should consider use of common areas for activities described above when selecting their booth.

Hawking, making excessive noise or other disruptive activities by Vendors to draw attention to their booth or products is not allowed in the Anchorage Market & Festival. All Vendor activity must be confined to their leased area and should music, sounds or loud talk be audible from adjoining booths, Anchorage Market & Festival Manager will inform Vendor that the noise is disruptive and Vendor must take immediate actions to

lower to an acceptable level or eliminate the noise. No public address systems may be used in the Vendor booths.

Clean Up

By the end of the term of the lease each Anchorage Market & Festival day (8:30 PM), Vendors shall remove all equipment, furniture, other property and trash from the Leased Space and surrounding area and shall leave the Leased Space and surrounding area in good order and broom cleaned. Vendor shall remove all trash from the Anchorage Market & Festival, or deposit trash in the containers located throughout the market area. Vendors should endeavor to place trash in trash cart pushed through the aisles by market staff regularly throughout the day. All trash should be placed in a heavy duty garbage bag not weighing more than 30 pounds when filled and placed to the edge of the aisle by 7:30PM each market day for market employees to pick-up. **Trash left after 7:30PM will be Vendor's responsibility to remove from the market area.**

In using the Leased Space, Vendor shall not damage the Leased Space or surrounding area, or apply markings or other signs or things of any kind to the Leased Space and surrounding area. Vendor shall not intentionally or accidentally cause or allow any substance of any kind to be spilled, dropped or placed upon or around the Leased Space, or surrounding area, unless such item can be readily and easily removed or cleaned off entirely, by sweeping or rinsing with water. No nails or screws or anchors may be embedded into the asphalt paving of the parking lot.

No substance other than clear, clean water may be poured down the parking lot or street drains, as this is a storm sewer emptying directly into Cook Inlet. Solids should be strained from liquids and disposed of in sealed plastic bags in the normal trash containers. Minor amounts of liquids may be disposed of in the utility sink of the restroom facility (less than 3 gallons per food Vendor). Additional quantities of liquids should be removed from the market area by Vendor and properly disposed of in an approved facility in accordance with good industry practice and Municipality of Anchorage ordinances. All oil and grease or shortenings should be placed in the provided grease barrel or removed from the market area.

Food Vendors are encouraged to provide protective covering for their lease area to prevent grease and other containments from staining or damaging the asphalt. Use of deep fryers not inside a trailer mandates the use of some form of acceptable absorbent ground covering to prevent grease from leaking onto the asphalt. Grease or other spilled items must be cleaned up prior to end of market day. Should Anchorage Market & Festival Manager need to clean a Food Vendor's leased space due to spills, the Food Vendor shall be responsible for the cost of the cleanup. The minimum charge to the Vendor occupying that space that day for such cleanup will be \$75.00 per occurrence. This amount or the actual cost of the cleanup must be paid in full prior to Vendor's next day at Anchorage Market & Festival.

Vendor shall be liable to Anchorage Market & Festival Manager for any and all costs incurred by Anchorage Market & Festival 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 Anchorage Market & Festival Manager, and shall be of a kind and character, the appearance of which is suitable for and consistent with the Anchorage Market & Festival Mission Statement and the Intended Atmosphere and Use, as determined in the sole and absolute discretion of the Anchorage Market & Festival Manager. No sign or other Vendor owned item may be placed outside of the lease area's boundaries at any time.

Security

Anchorage Market & Festival Manager 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 Anchorage Market & Festival Manager's decisions in a manner that avoids disputes or other breaches of the peace.

Market staff personnel may incidentally observe and undertake to prevent disputes, breaches of the peace, or other violations of law related to Anchorage Market & Festival premises, rights and interests. The fact that Anchorage Market & Festival staff or contracted security personnel do so should not be interpreted as a decision by Anchorage Market & Festival Manager to undertake full security for Anchorage Market & Festival.

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. Anchorage Market & Festival Manager, its agents, servants, employees or contractors will not be involved in incidences of theft or shoplifting other than to provide phone usage to call the police and/or other security.

Leaving Equipment and Merchandise Overnight

Anchorage Market & Festival Vendors who participate in both Saturdays and Sundays, and retain the same booth for both days, may leave their tent or shelter in place and any equipment or merchandise they desire with the understanding that it is left at their own risk and peril. Anchorage Market & Festival Manager will attempt to secure the market area from 8:30PM Saturday to 6:00AM Sunday by use of private security guards and/or market staff personnel but can make no guarantee that theft or damages will not occur. The Anchorage Market & Festival Manager, its agents, servants, employees or contractors shall not be responsible for any Vendor losses or of damages to equipment or merchandise due to fire, theft, vandalism or for any other reason. Vendors leaving items should be aware of the wind and weather considerations in the Market Area and insure that their tents and other items in their leased space are securely tied down with sandbags or weights.

No Vendor or other market personnel other than security guards and Anchorage Market & Festival Manager will be allowed in the Market Area from 8:30PM Saturday through 6:00AM Sunday. Violators will be subject to arrest for trespassing.

Advertising, Promotions and Special Events

Anchorage Market & Festival Manager will devise and implement an advertising and promotion program to encourage Anchorage visitors and residents to regularly participate in the festivities and shop at Vendor's booths as well as established downtown merchant's facilities. Quantity of advertising will be dependent upon available revenues from the rental of booths and sale of sponsorships. Vendors are encouraged to help promote Anchorage Market & Festival by displaying signs, decals or other provided materials on their vehicles and other appropriate venues. Anchorage Market & Festival Manager will designate and advertise certain days as special promotional days. Vendors are encouraged to participate in these promotions by displaying a "Participating Vendor" sign and offering a discount or free gift to the target audience, i.e. Mother's Day, Armed Forces Day, etc.

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 Anchorage Market & Festival. The Anchorage Market & Festival Manager reserves the right in its sole discretion to approve all signage.

The Anchorage Market & Festival Manager encourages all Vendors, merchants, and their employees to wear personalized nametags indicating their first name.

Anchorage Market & Festival Manager may make available for purchase by Vendors and the general public items of clothing, shopping bags, decals, stickers and other items that display the Anchorage Market & Festival logo.

Speakers Corner

Based on availability, and to the extent there is interest, the Anchorage Market & Festival 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 Anchorage Market & Festival visitors. Such space shall be the exclusive space available for such use at the Anchorage Market & Festival. All parties making use of such space shall do so in a manner that is consistent with the Anchorage Market & Festival 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 ones booth area or at Market entrances.

No Interfering Use

Vendor, its agents, servants, employees, invitees, guests, customers, or other persons authorized by Anchorage Market & Festival Manager to use Anchorage Market & Festival area shall not use all or any portion of the Anchorage Market & Festival area 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 Anchorage Market & Festival area.

All persons authorized by Anchorage Market & Festival Manager to use any portion of the Anchorage Market & Festival area whether pursuant to a lease agreement or otherwise, shall be bound by the provisions of this Handbook.

Release and Agreement Not To Sue

Vendor releases and forever discharges Webb's Consulting & Management Services, Inc., the Anchorage Market & Festival Manager, its agents, servants, employees and contractors and their successors in interest (hereinafter collectively referred to as "Releasees") from all actions, suits, claims, demands and damages of every kind and nature, including but not limited to those beyond the inherent risk of a outdoor market, 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 Anchorage Market & Festival 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.

Logo Use

Webb's Consulting & Management Services, Inc. is the owner of and claims copyright and trademark protection for the Anchorage Market & Festival logo and has the sole and exclusive right to use, market, license and profit from use of logo. Vendors wishing to use the Anchorage Market & Festival logo must apply in writing to the Anchorage Market & Festival Manager. Any use without express written approval is strictly prohibited. Use will be encouraged in appropriate circumstances.

Product Pricing and Competition

Pricing of goods sold at the Anchorage Market & Festival is solely the responsibility of Vendors. Competitive pricing is encouraged.

No exclusives are granted to any Vendor at Anchorage Market & Festival other those addressed earlier regarding multi-level franchises and Food Vendors. It is likely that other Vendors will offer for sale items similar or identical to those sold by another Vendor, and often within close proximity. It is the Vendors sole responsibility to ensure that their products are competitive in price, quality and other criteria. Should a Vendor wish to move to another location to avoid a competitor, or for other reasons, Anchorage Market & Festival Manager will assist, providing that an open space is available where requested, and move is made the next weekend or later after request is made.

Health & Regulatory Matters

Vendor and all other personnel authorized by Anchorage Market & Festival Manager to use all or any portion of the Anchorage Market & Festival area shall comply with any and

all Federal, state and local laws, statutes, enactment's, rules and regulations of any kind or nature whatsoever in the use of Anchorage Market & Festival area. Vendors selling fresh or frozen fish shall also provide Anchorage Market & Festival Manager with copies of appropriate Municipality of Anchorage and/or State of Alaska permits and certificates.

All Vendors selling food product of any type, including wrapped candy bars, bottled soda, chips, etc. are required to obtain a Municipality of Anchorage Health Permit. Further, food employees must have a current food handler's card. Contact Janine Nesheim, R.S., Municipality of Anchorage, Department of Health & Human Services, Environmental Services Division, 825 L Street (Post Office Box 196650) Anchorage, AK 99519-6650. Call 343-4815 or fax 249-7311 or Email nesheimjr@muni.org for more information. Copies of current Municipality of Anchorage Health Department permits to operate in the Anchorage Market & Festival shall be delivered to the Anchorage Market & Festival Manager before Vendor first occupies leased space.

All Food Vendors must have market staff attend a fire extinguisher training course as required by the Anchorage Fire Department. Courses are valid for two calendar years and one person with a valid certificate of training must be present all hours that booth is operating. Cost of training is usually about \$25 per person. All propane tanks must have a minimum of a 20' hose to ensure that the tank is located a minimum of 10' from any open flame. Any food Vendor using fire or heat must have a K-Class fire extinguisher with current certification in their tent or trailer at all times.

Pets (animal, reptile or other) will be allowed in lease space or elsewhere on Anchorage Market & Festival area 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. Live animals may not be sold in Anchorage Market & Festival without prior approval of Anchorage Market & Festival Manager and proof of compliance by Vendor with all applicable federal, state and local laws and licensing requirements.

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, laws and regulations 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 with weight bags or bricks weighing at least 40 pounds on each leg of a tent in case of wind gusts or other inclement weather conditions. Vendors remain solely responsible for any damages caused by items within their leased area or by their vehicles while in the market area and are encouraged to obtain liability insurance in a sufficient amount to cover such potential damages.

Insurance

Any Vendor serving food for onsite consumption or to go, including fish and fresh produce, shall maintain general and product liability insurance in an amount not less than \$500,000 and shall include the Anchorage Market & Festival Manager (Webb's Consulting & Management Services, Inc., 741 East 13th Avenue, Anchorage 99501-

4621), as “additionally insured parties” in its product liability insurance and other applicable policies. Copies of these policies or appropriate certificates of insurance shall be delivered or faxed (907-272-5635) to the Anchorage Market & Festival Manager before Vendor first occupies leased space.

Policy Exception

The Anchorage Market & Festival Manager has the authority in its sole discretion to grant exceptions to Anchorage Market & Festival policies on an individual basis. Suggested improvements or changes to existing policy may be made in writing and given to the Anchorage Market & Festival Manager. Anchorage Market & Festival Manager will review policy changes and up to a month may be required for a response.

Change of Address or Telephone

Vendors are responsible for ensuring that the Anchorage Market & Festival Manager has a record of their current addresses, telephone numbers and email address.

Conflicts

Where verbal direction or policy may be interpreted to conflict with the Vendor Lease Agreement, the Lease Agreement and written policies shall be the prevailing authority.

Product Restrictions

The Anchorage Market & Festival Manager currently reserves the option of not leasing space to Vendors whose activities or products do not assist in fulfilling the Anchorage Market & Festival Mission as determined in the Anchorage Market & Festival Manager’s sole discretion. The right to establish categories and quality standards for items to be sold at Anchorage Market & Festival is reserved by the Anchorage Market & Festival Manager. Only new items or items determined by the Anchorage Market & Festival Manager to be authentic antiques or collectibles generally recognized as valuable among a broad base of collectors will be allowed to be sold at the Anchorage Market & Festival. Garage sales or garage sale items are prohibited. Sale of used paperback books is not allowed. Sale of pull-tabs or “rip-pies” or lottery tickets is prohibited. Sale of raffle tickets is limited to non-profit organizations who possess a State of Alaska gaming permit, operate all aspects of the raffle themselves and limit sale to persons 18 years of age or older.

Vendors who have not paid food fees may not sell or give away any food or beverage for onsite consumption except that Vendors may sell cookies and other baked goods, with permission of the Anchorage Health Department. Vendors may give away samples of food or beverages in portions of 2 ounces or less providing the items and dispensing methods have been approved by the Anchorage Health Department and the items dispensed is compatible with Anchorage Market & Festival Sponsorship agreements and does not compete with our Food Vendors. Anchorage Market & Festival Manager will be sole judge of what is appropriate.

Vendors acknowledge that they will not display, promote, or sell drugs, alcohol, drug paraphernalia, firearms, air guns, BB guns, paintball guns, paintball supplies, fireworks,

stink bombs, poppers, violent, dangerous, lethal martial arts items, lewd, erotic or pornographic material or displays; or engage in or promote loud, disruptive or boisterous behavior. Sale of knives, swords or non-lethal martial arts weapons to persons under the age of 18 is prohibited and Vendors selling these items must display a sign provided by Anchorage Market & Festival Manager indicating that sales to persons under the age of 18 is prohibited by market policy.

Sponsorships

The Anchorage Market & Festival Manager may enter into sponsorship agreements with various companies or organizations that include restrictions on what brand of products may be sold at Anchorage Market & Festival, i.e., soft drinks, potato chips and similar items. Vendors agree to abide by these sponsorship agreements as a condition of their contract providing such notice is given at least 30 days in advance of a market date.

Suggestions

The Anchorage Market & Festival Manager and the Anchorage Market & Festival Advisory Committee welcome suggestions from Anchorage Market & Festival Vendors and their employees. It is requested that suggestions be in writing and placed in the suggestion box located at Anchorage Market & Festival Headquarters or mailed to the Anchorage Market & Festival Manager, 741 East 13th Avenue, Anchorage, AK 99501-4621. Email info@anchoragemarkets.com.

Anchorage Market & Festival Manager Enforcement

These policies and rules have been created to ensure that the Anchorage Market & Festival experience is as fun, profitable and fair as possible for the Vendors, customers and staff of Anchorage Market & Festival. While the Anchorage Market & Festival Manager will devote energy to enforcement of the provisions of this Handbook and the leases, Vendors shall not hold the Manager or its agents, servants, employees and contractors responsible for any real or perceived lack of enforcement of such provisions. These policies and lease provisions give the Anchorage Market & Festival 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.

Thank you for reading through this Handbook. Our single goal is to ensure that the 2011 Anchorage Market & Festival season is safe, fun and profitable for everyone involved. Thank you for being part of the Anchorage Market & Festival. We look forward to a successful, profitable and fun 2011 season.



2011 Important Dates

Saturday, August 20, 2010	Vendor Information Available
Friday, October 1, 2010	Deadline for Exclusive Applications
Friday, October 15, 2010	Deadline for Grandfather Rights
Friday, February 11, 2011	Balance Due If Less Than 15 Saturdays and 15 Sundays (25% Due If 15 Saturday and 15 Sundays or More Are Contracted)
Friday, April 15, 2011	Deadline for Food Menu Submission
Saturday, May 14, 2011	First Day of Anchorage Market & Festival for 2011 Season.
Wednesday, June 1, 2011	25% Due If 15 Saturdays and 15 Sundays or More Contracted
Thursday, July 1, 2011	Balance Due If 15 Saturdays and 15 Sundays or More Contracted
Monday, July 4, 2011	Independence Day (<i>Promotion on July 2 & 3</i>)
Monday, September 5, 2011	Labor Day (<i>Promotion September 3 and 4</i>)
Sunday, September 11, 2011	Last Day of Anchorage Market & Festival for 2011 Season

2011 Season

HEADQUARTERS

- 1st Aid
- Announcements
- Lost & Found
- Wheel Chairs
- Strollers
- ATM
- Check-In
- Bags
- Information
- Market Manager

IMPORTANT INFORMATION

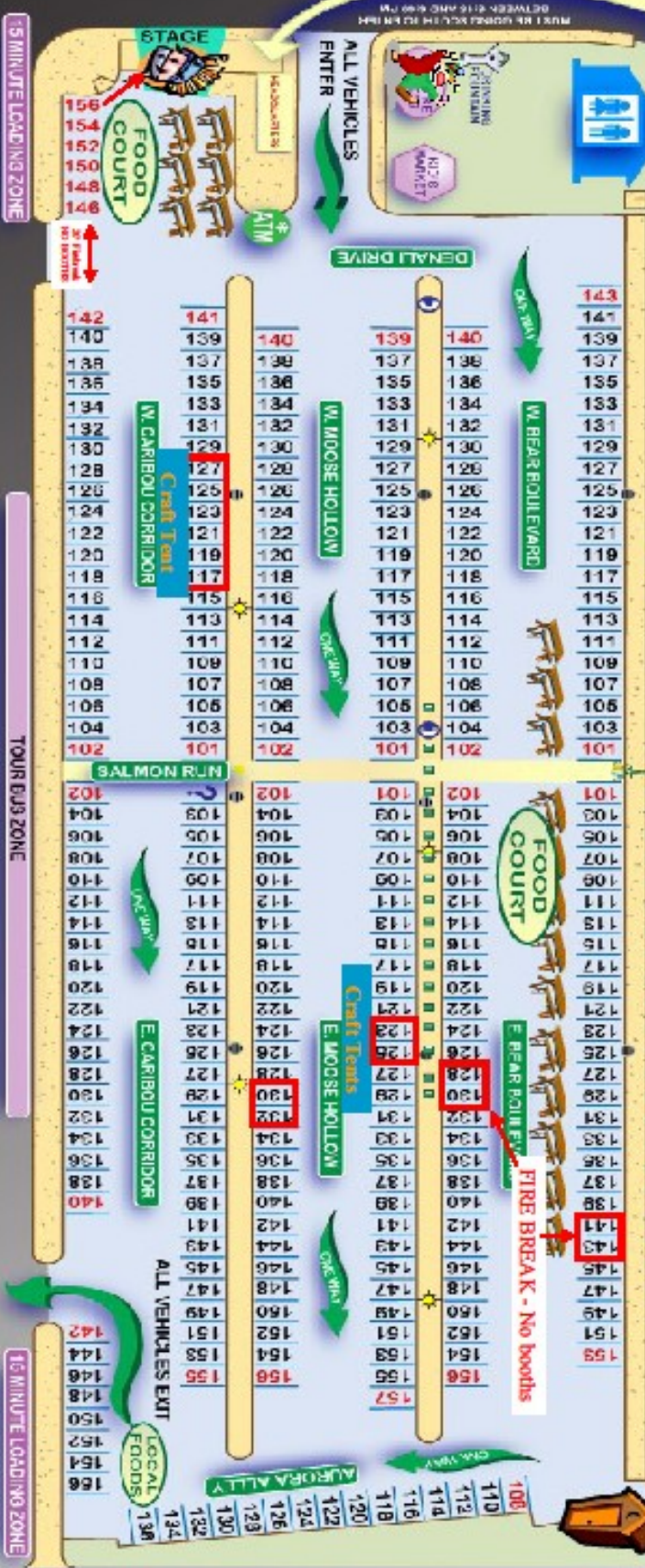
- Be safe...all traffic within the market area is **ONE WAY** and must move West to East at all times. Make sure everyone in your booth knows the rules.
- Enter by E Street and Exit at the East 3rd Avenue Exit by the farmers...**ONLY!**
- Entry Gate closes at 9:00 AM. All vehicles must be out of Market Area by 9:30 AM. Bear Boulevard must be clear by 9:00 AM.
- All vehicles entering the market area between 6:15PM—6:40PM must be traveling South on "E" Street.

LEGEND

- ☪ Drain
- ⚡ Light Pesticide Speaker
- ⚡ Electrical Service
- Red = H.Q. or End Gap Booth (extra charge)

SAFETY FIRST!

SAFETY FIRST!



3RD AVENUE



2011 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 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: _____

URL <http://www>. _____

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 Sold: _____

First year that you participated in Downtown Saturday or Sunday Market: _____

2010 Saturday Booth Address _____ for _____ Saturday Market days.

2010 Sunday Booth Address _____ for _____ Sunday Market days.

Mark below which days that you wish to participate in the 2011 season:

<input type="checkbox"/> Saturday May 14	<input type="checkbox"/> Saturday June 25	<input type="checkbox"/> Saturday August 6
<input type="checkbox"/> Sunday May 15	<input type="checkbox"/> Sunday June 26	<input type="checkbox"/> Sunday August 7
<input type="checkbox"/> Saturday May 21	<input type="checkbox"/> Saturday July 2	<input type="checkbox"/> Saturday August 13
<input type="checkbox"/> Sunday May 22	<input type="checkbox"/> Sunday July 3	<input type="checkbox"/> Sunday August 14
<input type="checkbox"/> Saturday May 28	<input type="checkbox"/> Saturday July 9	<input type="checkbox"/> Saturday August 20
<input type="checkbox"/> Sunday May 29	<input type="checkbox"/> Sunday July 10	<input type="checkbox"/> Sunday August 21
<input type="checkbox"/> Saturday June 4	<input type="checkbox"/> Saturday July 16	<input type="checkbox"/> Saturday August 27
<input type="checkbox"/> Sunday June 5	<input type="checkbox"/> Sunday July 17	<input type="checkbox"/> Sunday August 28
<input type="checkbox"/> Saturday June 11	<input type="checkbox"/> Saturday July 23	<input type="checkbox"/> Saturday September 3
<input type="checkbox"/> Sunday June 12	<input type="checkbox"/> Sunday July 24	<input type="checkbox"/> Sunday September 4
<input type="checkbox"/> Saturday June 18	<input type="checkbox"/> Saturday July 30	<input type="checkbox"/> Saturday September 10
<input type="checkbox"/> Sunday June 19	<input type="checkbox"/> Sunday July 31	<input type="checkbox"/> Sunday September 11

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 to get a booth in the area that you want. The more information that you provide us about the location you prefer, the better we can try to accommodate your request. Specify North or South facing, the aisle name and East or West; if it is important to you.*

First Choice: _____ Second Choice: _____

■ **OVER -**

1. Type of tent, trailer or shelter you will use and dimensions:

10' x 10' EZ Up or Caravan Other tent: Brand _____ Width _____ x Length _____
 Trailer: Width _____ x Length _____ Where are doors & windows (Include sketch of trailer)

Note: A standard booth space is 10' wide by 15'-20' deep. Extra booth space is available in 5' increments only to Vendors leasing space for 15 or more Saturdays and 15 or more Sundays, but is subject to availability of extra space on the Vendor's assigned row or area. Additional 5' space cost is \$1,050.00 per 2010 season. Maximum of 5 feet of purchased extra space will be allowed for any one Vendor, if space is available.

2. Please circle the **ONE** product category that best describes the items that you will sell in your booth at Anchorage Market & Festival in 2009 Season:

- | | | |
|--|--|---|
| <input type="checkbox"/> Alaska Grown Vegetables | <input type="checkbox"/> Fiber Art, Sewn Items, Cloths, Quilts | <input type="checkbox"/> Knives & Ulus |
| <input type="checkbox"/> Alaska Grown Plants | <input type="checkbox"/> Fine Art | <input type="checkbox"/> Lawn & Garden |
| <input type="checkbox"/> Art Prints & Note cards | <input type="checkbox"/> Fishing & Hunting | <input type="checkbox"/> Metal Art |
| <input type="checkbox"/> Body Care Products, Soaps | <input type="checkbox"/> Food for consumption at Market | <input type="checkbox"/> Music & Videos |
| <input type="checkbox"/> Books & Publications | <input type="checkbox"/> Food to go including seafood | <input type="checkbox"/> Pet Items |
| <input type="checkbox"/> Candles | <input type="checkbox"/> Fur & Leather Products | <input type="checkbox"/> Photography |
| <input type="checkbox"/> Ceramics & Pottery | <input type="checkbox"/> Furniture & Home Furnishings | <input type="checkbox"/> Sculptures & Carvings |
| <input type="checkbox"/> Clothing & Apparel | <input type="checkbox"/> Gifts | <input type="checkbox"/> Services (Massage, etc.) |
| <input type="checkbox"/> Collectables | <input type="checkbox"/> Glass Art, Stained Glass | <input type="checkbox"/> Signs & Banners |
| <input type="checkbox"/> Dolls | <input type="checkbox"/> Handcrafted Items | <input type="checkbox"/> Toys & Games |
| <input type="checkbox"/> Educational | <input type="checkbox"/> Holistic Health | <input type="checkbox"/> Wildflower Art |
| <input type="checkbox"/> Electronics | <input type="checkbox"/> Jewelry, Beads & Beadwork | <input type="checkbox"/> Woodcrafts |

3. Products are Made In Alaska Permitted? All -- Yes No Some -- Yes No
Alaska Grown -- Yes No Silver Hand -- Yes No

4. If Vendor needs electric, then you **must** list each appliance that requires electricity and its electrical rating in amps or watts as listed on its nameplate. Please be accurate as this is essential to ensure you have adequate electrical service.

Item	Volts	Watts	Amps	Items	Volts	Watts	Amps
Lights				Grill			
Fan				Soup Pots/Kettles			
Oven				<i>Other:</i>			
Microwave							
Deep Fryer							

5. If you are selling food, list the main items that you wish to sell. Each food vendor may at time of application select one "exclusive" item per each 5' width of space rented. A maximum of two vendors are allowed to sell the same main item at Anchorage Market & Festival. We will attempt to give exclusivities for one or two items to each Food Vendor. You must notify us of any change to your menu and receive permission before selling that item. Certain items may be limited to one Vendor who is selling that item as their main items, i.e. Lemonade, Cotton Candy, Carmel Apples, Roasted Corn on the Cob, Gyros, Pizzas, etc.

Food Vendors must provide in writing to Anchorage Market & Festival Manager a list of all food and beverage items to be sold in their booth prior to Friday, April 15, 2011 for approval to avoid infringement upon exclusive rights of other Food Vendors.

Category	First Item	Second Item
Main Items	Exclusive:	Exclusive:
Other Items Sold		
Other Items Sold		
Other Items Sold		
Other Items Sold		

2011 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 J(n) indicates table in the Craft's Tent):

2011 Booth Address:

Lease Dates	Lease Dates	Lease Dates
1 st Week _____ Saturday 05/14/11 _____ Sunday 05/15/11	7 th Week _____ Saturday 06/25/11 _____ Sunday 06/26/11	13 th Week _____ Saturday 08/06/11 _____ Sunday 08/07/11
2 nd Week _____ Saturday 05/21/11 _____ Sunday 05/22/11	8 th Week _____ Saturday 07/02/11 _____ Sunday 07/03/11	14 th Week _____ Saturday 08/13/11 _____ Sunday 08/14/11
3 rd Week _____ Saturday 05/28/11 _____ Sunday 05/29/11	9 th Week _____ Saturday 07/09/11 _____ Sunday 07/10/11	15 th Week _____ Saturday 08/20/11 _____ Sunday 08/21/11
4 th Week _____ Saturday 06/04/11 _____ Sunday 06/05/11	10 th Week _____ Saturday 07/16/11 _____ Sunday 07/17/11	16 th Week _____ Saturday 08/27/11 _____ Sunday 08/28/11
5 th Week _____ Saturday 06/11/11 _____ Sunday 06/12/11	11 th Week _____ Saturday 07/23/11 _____ Sunday 07/24/11	17 th Week _____ Saturday 09/03/11 _____ Sunday 09/04/11
6 th Week _____ Saturday 06/18/11 _____ Sunday 06/19/11	12 th Week _____ Saturday 07/30/11 _____ Sunday 07/31/11	18 th Week _____ Saturday 09/10/11 _____ Sunday 09/11/11

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: \$95 Seven (7) – Ten (10) Saturdays: \$90
Eleven (11) – Fourteen (14) Saturdays: \$85 Fifteen (15) – Eighteen (18) Saturdays: \$80

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: \$85 Seven (7) – Ten (10) Sundays: \$80
Eleven (11) – Fourteen (14) Sundays: \$75 Fifteen (15) – Eighteen (18) Sundays: \$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 2010 season will determine rates based on number of days contacted in that agreement.

Page Two of Vendor Lease 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 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 11, 2011

Daily Saturday Rate: \$ _____

Number of Saturdays Contracted: x _____

Total Rent Due for 2011 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 11, 2011; except Vendors contracting for 15 to 18 Saturdays & 15 to 18 Sundays may pay 25% down; 25% due February 11, 2011; 25% due June 1, 2011 and balance due July 1, 2011.

Daily Sunday Rate: \$ _____

Number of Sundays Contracted: x _____

Total Rent Due for 2011 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*: _____

Address: _____

City/State/Zip: _____

*Same as name on Alaska Business License

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

By: _____

Phone: _____ Email: _____

Products to be sold: _____

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

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

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

Original to Vendor & Copy to Market Manager

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 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.