

**SOLDOTNA PROGRESS DAYS
VENDOR INFORMATION
DATES: July 28 & 29, 2012
LOCATION: Soldotna Creek Park (Sterling Hwy)
SOLDOTNA, ALASKA**

**2012 BOOTH FEE:
\$35 Soldotna Chamber Member
\$45 Non-Chamber Member**

Dear Concessionaire:

Enclosed you will find the Concessionaire contract for the Soldotna Progress Days Celebration. The enclosed contract must be signed and returned to the Chamber office, with payment, **NO LATER THAN JULY 13, 2012**, to ensure booth space. Copies of all required permits (please see below) must also accompany the contract. If spaces are no longer available by the time your paperwork and fees are submitted, you will receive a refund.

The contract will serve as your vendor's permit for the festival. Other requirements include the following: A STATE OF ALASKA BUSINESS LICENSE, A KENAI PENINSULA BOROUGH SALES TAX COLLECTION PERMIT, A D.E.C. PERMIT (FOOD BOOTHS ONLY), AND LIABILITY INSURANCE. **THESE DOCUMENTS ARE MANDATORY. WE MUST HAVE THESE IN HAND BEFORE WE CAN RESERVE A SPACE.**

ALASKA BUSINESS LICENSE (907) 465-2550
State of Alaska
Dept. of Commerce
Box D
Juneau, AK 99881-0800

HEALTH INSPECTION PERMIT (907) 262-5210
Dept. of Environmental Conservation
35390 K-Beach Rd., Ste. 11
Soldotna, AK 99669

Note:

All vendors are responsible to comply and be approved with all DEC regulations prior to the event. For More information visit them online at:
http://www.state.ak.us/dec/old_dec/deh/fss/consumers/temporary_food_service.html

TAX COLLECTION PERMIT (907) 262-4441
Kenai Peninsula Borough
144 N. Binkley
Soldotna, AK 99669

Please mail your signed contract, copies of all required permits and payment to:

**Soldotna Chamber of Commerce
Attn: Progress Days
44790 Sterling Hwy.
Soldotna, AK 99669**

FOR MORE INFORMATION CALL THE SOLDOTNA CHAMBER OFFICE AT 262-9814

**Concessionaire Contract Terms
Progress Days Celebration
July 28 & 29, 2012**

This contract made between the Soldotna Chamber of Commerce, an Alaskan non-profit corporation, and your company and you must agree to the following:

PURPOSE: Concessionaire will provide and operate a booth at the Soldotna Progress Days Celebration, in Soldotna, Alaska, **July 28, 2012** for the non-exclusive purpose of selling goods and services.

FEES: Concessionaire fee will be paid to the Soldotna Chamber of Commerce per booth space rental on contact of **\$35 for Soldotna Chamber Members and \$45 for Non-Chamber Members**. The Soldotna Chamber of Commerce reserves the right to reassign booth locations to any vendor, but will make all reasonable attempts to secure preferred locations for vendors paying in full and including all the necessary documents.

BOOTH DESCRIPTION: Concessionaire's booth may not exceed 10' (wide) X 10' (deep) in dimension. No rain free locations will be available, so concessionaires should be prepared for inclement weather. The booth must be self-contained. Water & electricity will not be available at the sight. Parking space will not be reserved for concessionaires.

BOOTH LOCATION: The Soldotna Chamber of Commerce will determine the booth locations for each vendor. The Soldotna Chamber will mark booth number locations and assist the concessionaires locate their booth position.

TIME: Concessionaires must be set up between 9:00am and 10:00am on Saturday, **July 28**, at Soldotna Creek Park in Soldotna. Concessionaire must be open and ready for business by 12:00pm on Saturday, **July 28**. Concessionaire must strike the booth, clean up the location and vacate the premises by 7:00pm on Saturday, **July 28**, unless you are present for Sunday as well.

OPERATION: Concessionaire must have a fire extinguisher in the booth. Booths should also have a first aid kit. Concessionaire is responsible throughout the Progress Days Event for keeping the booth and surrounding area clean and free of garbage, waste, water and trash. Dumpsters will be located nearby for your use. Concessionaire must supply any necessary garbage pick-up not readily available at the site.

All garbage and trash must be deposited in appropriate dumpsters.

USE RESTRICTIONS: Concessionaire must comply with reasonable restrictions as may be adopted by the Soldotna Chamber of Commerce regarding use or operation of the booths. Objects of questionable taste (as determined by the Soldotna Chamber staff), shall not be sold, distributed or exhibited. The Chamber maintains the right to prohibit the sale or distribution of any item it deems hazardous or a nuisance to the public, such as martial arts stars, offensive gag items, etc.

LIABILITY: The concessionaire shall carry adequate public liability and/or property liability insurance to cover its business activities at the Soldotna Progress Days Celebration. Concessionaire shall indemnify, defend and hold harmless the Soldotna Chamber of Commerce, the City of Soldotna, and their employees, volunteers and agents from any claim, economic loss, property damage, personal injury, expenses (including attorney fees), death or consequential or incidental damages in connection with or relating to the Soldotna Progress Days Celebration, except to the extent caused by the negligent or intentional conduct of the Soldotna Chamber of Commerce, the City of Soldotna, or their employees or agents.

CANCELLATION: The Soldotna Chamber of Commerce may cancel the Soldotna Progress Days Celebration, in which case its sole liability to concessionaire will be to refund the fee paid by concessionaire.

ASSIGNMENT: The concessionaire may not assign or sublet this contract or any interest provided by this contract. This contract represents the final agreement of the parties, and any agreement or representation prior to acceptance of this contract by the Soldotna Chamber of Commerce is void. This contract may be amended only by a written agreement signed by both parties.

Concessionaire Contract
Progress Days Celebration
Soldotna Creek Park (Sterling Hwy)
July 28 & 29, 2012

This contract made between _____
(Concessionaire Business Name)

and the Soldotna Chamber of Commerce, an Alaskan non-profit corporation; both agreeing to the terms listed in the attached contract.

Contact Name: _____

Mailing Address: _____ City, State, Zip: _____

Phone: (_____) _____ Cell: _____ Fax: _____

I am confirming a space for:

___ **Saturday, July 28, 2012**

___ **Sunday, July 29, 2012 (Soldotna Creek Park Picnic Day)**

Vendors will be notified about their booth locations as soon as final assignments are made.

Please be aware that the City of Soldotna will be serving free food on Sunday July 29th.

Use of running water or electricity will not be available

List Items to be sold, distributed or exhibited: _____

Did you attach a copy of your?

- **Non-Refundable Booth Fee**
- **Alaska Business License**
- **Kenai Peninsula Borough Sales Tax Permit**
- **DEC Food Vendor Permit (if applicable)**
- **Proof of Liability Insurance Coverage**

Concessionaire Signature: _____ Date: _____

You must also sign the release for the entry to be accepted.

Thank you!

Soldotna Progress Days Vendor Release and Agreement

INSURANCE AND LICENSES

ALL vendors are liable for their own insurance and licenses. This includes Business Licenses, Sales Tax Permit and DEC permits.

RELEASE AND AGREEMENT NOT TO SUE

Vendor releases and forever discharges the Soldotna Chamber of Commerce, the City of Soldotna, its agents, servants, employees and contractors and their successors in the interest (hereinafter collectively referred to as "Releases") from:

All actions, suits, claims, demands and damages of every kind and nature, 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 this agreement between the Vendor and the Soldotna Chamber of Commerce, Vendor's occupancy and/or use of the Soldotna Creek Park Vendor area or any portion thereof, or any acts, omissions, faults or negligence of Releases.

Vendor agrees not to sue the Releases for any of the matters released above. In the event Vendor breaches this Agreement Not to Sue, Releases shall be entitled to recover their actual reasonable attorney's fees and costs in defending against any action brought by Vendor.

Responsible Party (Please Print): _____

Signature: _____