

Summer Festival Vendor Handbook & Lease Agreement 2017

Fiddlehead Festival Saturday, June 3 & Sunday, June 4

Blueberry Festival
Saturday, August 19 &
Sunday, August 20

Contact: Amy Quesenberry—Mountain Admin 907-754-2545 aquesenberry@alyeskaresort.com PO Box 249 Girdwood, AK 99587

Last Updated: 2/24/2017

Ethics

Alyeska Resort is committed to have events at the Resort and is also committed to providing an environment which is free from discrimination and unlawful harassment. It is the desire of Alyeska Resort that events present an atmosphere of fairness to all. Vendors having knowledge of illegal incidents, practices, or violations are encouraged to immediately report such incidents to an Alyeska employee, or call Resort Security at (907)754-2131.

Procedures and Policies

To participate as a vendor in Alyeska Summer Festivals you must fill out all Vendor paperwork and deliver to Alyeska Resort Events by the established deadline, by mail or scan and emailed with the following:

- Vendor Booth Registration form
- A fully executed Vendor Lease Agreement
- Food Vendors: Proof of General Liability Insurance with Alyeska Resort Management Co, Hotel Alyeska
 LLC, & Alyeska Ski Resort LLC listed as additional insured (see insurance section for further information)
 as well as a copy of your Municipality Food Vendor Permit.
- Full payment for booth space

Failure to provide the above documentation will result in dismissal from the event.

Vendors may request specific spaces in accordance with Alyeska Event procedures and subject to Alyeska Resort's right to assign different spaces. Space assignments are made on a "first-come, first served" basis. Alyeska Resort has complete authority to interpret and implement Policy regarding the Lease Agreement. Vendors must submit materials required by Alyeska Resort to be considered as a Vendor for an Event. Being selected for one Event does not mean that a Vendor will be selected for another Event.

Insurance

Food Vendors at their expense are each required to secure and maintain during the lease period General Liability Insurance with a limit not less than \$1,000,000 per occurrence \$2,000,000 aggregate liability. The insurance policy shall name Alyeska Resort Management Company, Alyeska Ski Resort LLC, & Hotel Alyeska LLC as additional insured.

If you have employees working during the lease period you must also obtain workman's comp coverage to be added to your insurance.

Your Certificate of Insurance is required by Alyeska Resort when the lease agreement is executed.

Food Vendors Health & Regulatory Matters

All food vendors must operate in accordance with city health regulations to include proper sanitation and food handling procedures. All required licenses and health permits must be obtained and displayed. Alyeska Resort will also require a copy of all permits with your registration.

<u>Wastewater handling:</u> Wastewater from the food vendor should be discarded into a public sewer or wastewater disposal system, DO NOT DUMP YOUR WASTEWATER OR FOOD WASTE ONTO FESTIVAL GROUNDS or Alyeska Resort Property, this will help us avoid any bear incidents and keep our resort clean. Vendors shall comply with the applicable requirements of all laws, ordinances and regulations of federal, state, county and municipal authorities.

Booth Space

We will provide each Food Vendor with a 10x15 (10' wide, 15' deep) space and Craft Vendors with a 10x10 space. If a larger space is needed, two spots will need to be reserved.

Staking of tents is not allowed, please come prepared with a way to secure your tent in case of wind (ie: water jugs, cinder blocks, sand bags), if you use stakes for your tent we will ask them to be removed. Tents, tables, chairs and all other equipment must be provided by the vendor.

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It is highly recommended to bring flooring for your tent space (plywood, mats, etc.) The grass can get soft and muddy if it rains and it will help to preserve our courtyard grass. Please be aware that our courtyard grounds are not completely level and each space may be slightly slanted or uneven. We do not guarantee flat spaces for vendors.

Please do not request a different location for your booth after you arrive unless you are physically unable to access it. Booth locations were assigned for various reasons and there are too many vendors to change spots last minute. We appreciate your cooperation. Set up in your designated area and do not take up another vendor's space. Tents must be aligned in a uniform manner. We appreciate your help with making the festival look nice for our guests.

Each Vendor must confine its selling activities, merchandise, equipment and supplies to its leased area. Soliciting or sitting outside of your booth area is not permitted. Vendor is entirely responsible for its leased space including any booth materials. Alyeska Resort reserves the right to restrict or remove, without refund, any or all offensive, unsuitable or objectionable material. This restriction applies to, but is not limited to, PA systems, animals, or persons.

There will be no tent camping or camping in your booth space during the event(s). There are limited vendor room rates available, please inquire when signing up.

Festival Set Up

Vendor set up times will be Friday 5-8pm and Saturday 7-10am. You may not set up outside of these times. Vehicles will be allowed in to the courtyard on a space assignment basis and are **not allowed to drive on the grass or foot paths**, please do not depend on being able to pull your vehicle into the venue or directly in front of your space. It is recommended you bring a hand cart to transport your supplies. All vehicles must be done unloading and out of the festival area by 10am Saturday, *No Exceptions*.

ALL vendors must be set up and ready for festival goers by 11am Saturday and Sunday. The Festival will start promptly at 11am.

Parking & Access

Vendors with trailers hauling supplies are encouraged to set up Friday from 5-8pm, due to the short amount of set-up time and the number of vendors on Saturday morning this will improve any congestion in the courtyard.

Vendors will use extreme caution in moving vehicles; maximum speed is 3 mph, when safe.

Vehicles are not permitted in hotel courtyard or event area outside of designated set up times.

All vendors must park in designated parking area assigned for each festival. Those with a handicap tag may park in the accessible spaces in front of the hotel and not in the single space in front of the tram.

RV's are not to camp in vendor parking or hotel parking areas, there is designated RV camping at the Resort Daylodge lot for \$10 per night.

Deadline for forms and payments

All forms and payments must be received by Alyeska or post marked by the designated deadline for each event. If we do not receive all forms, payment and certificate of insurance by the designated deadlines you may not be eligible to participate in the event.

Refunds/Cancellations

Any cancellations or changes must be made in writing and received by Alyeska Resort no later than seven (7) days before Vendor is to occupy the space. Upon written request, refunds will be made, less 25% of the registration for administrative fees. Cancellations received less than seven (7) days before Vendor is to occupy space will not be eligible for any refund.

Should there be a returned check for any reason, Vendor will be charged a \$30 fee. The fee and the face amount of the check must then be paid in cash, money order, or certified funds to Alyeska Resort, within five days following the Event.

Subleasing/shared booth space

The Vendor's Lease Agreement for booth space is between the one Vendor named on the lease agreement and Alyeska Resort. No assigning or subleasing will be allowed. Any changes to the Lease Agreement must be reduced to writing, approved by Alyeska Resort and signed by the parties.

Without written approval of Alyeska Resort, Vendors are not allowed to share their booths.

Vendor Space Rental Charges

Alyeska Resort reserves the right to establish and adjust booth and/or location prices which may vary due to size and location. Full payment for all booths and Alyeska Resort locations must be made upon submittal of application.

Electricity

Limited electrical service is available on a first come first serve basis. Food vendors will be given preference in purchase of electricity. Price of **\$50** will be charged for a single 20 AMP plug for the entire 2 day festival period.

*At this time we will have only one 20 AMP plug per vendor available.

Attendance & Punctuality

All vendors must be done unloading and vehicles out of the courtyard by 10am Saturday morning. Vendors must be ready and open for business by 11am each day. Space reservations and any monies paid for by the Vendor shall be forfeited in the event that Vendor arrives after 11am Saturday, unless prior arrangements for late arrival have been made with Alyeska Resort.

No vehicle will be allowed to enter the courtyard area after 10am Saturday, vehicles will be allowed in the courtyard area again Sunday after the live music is finished and most festival goers are out of the courtyard area as determined by Alyeska Resort. Any re-supply of booths between 10am Saturday and festival closure Sunday must be done by hand cart or hand carried in.

Festival Hours and Vendor operation hours

ALL Vendors must be set up and ready for festival goers by 11am Saturday and Sunday. Vendors are expected to stay open until the live musical performance is over. Booths will stay up overnight in the courtyard. Food vendors must ensure their area is clean and no food is left overnight. This will help us avoid any bear incidents. All Vendor booths and property must be removed from Alyeska property by 9pm on Sunday evening.

Resort Policies

- No smoking is allowed at any time within the leased premises or festival grounds.
- Alcohol is not permitted outside of the Beer Garden. Alcoholic beverages may not be served by Vendors.
- Absolutely no generators and no pets are allowed within festival grounds.

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 Alyeska Resort.

Product Restrictions

Non-alcoholic beverages must be <u>Coke® products</u>, this excludes specialty drinks such as smoothies, lemonade, coffee, etc.

Security

Alyeska Resort will ensure that security guards are on duty, but can make no guarantee that theft or damages will not occur. Alyeska Resort, its staff, agents, employees or contractors shall not be responsible for any Vendor loss or damages to equipment or merchandise due to fire, theft or vandalism.

Safety/Assistance

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 and to maintain an operable and appropriate fire extinguisher on Vendor's premises. All food vendors are required to have a 5 or 10 lb. ABC Extinguisher and are required to keep all propane tanks out from under their tents and at least 10' from any heat or flame. If you have a deep fryer you are required to have a K Class Extinguisher in your booth space in addition to an ABC Extinguisher.

Vendors will be responsible for insuring their tents, tables, inventory and other items located in their leased space area are <u>securely anchored in case of wind gusts or other inclement weather conditions</u>. Vendors remain solely responsible for any damages caused by items within their leased area.

If an Alyeska Resort employee provides a Vendor with assistance, Vendor shall in no way hold that (those) person(s) or Alyeska Resort responsible for any real or perceived loss or injury.

Liability

Alyeska Resort, their representatives and any employees will not be responsible for injury, loss or damage that may occur to the Vendor or the Vendor's employees or property from any cause whatsoever. The Vendor upon the signing of the Lease Agreement herby releases Alyeska Resort from any and all claims for such loss, damage or injury and hereby agrees to indemnify and hold Alyeska Resort harmless from claims made by third parties as a result of the Vendor's actions.

Compliance with Laws

Vendors shall comply with the applicable requirements of all laws, ordinances and regulations of federal, state, county and municipal authorities.

Clean Up Fee

A clean up fee of \$50 will be issued to any vendor who does not leave their area they way they found it.

Enforcement

These policies and rules have been created to ensure that the Festival experience is fun, profitable and fair as possible for the Vendors, guests and Alyeska Resort. While Alyeska Resort will devote energy to enforcement of the provisions of this Handbook and the leases, Vendors shall not hold it or its employees responsible for any real or perceived lack of enforcement of such provisions. These policies and lease provisions give Alyeska Resort the option but not the obligation of enforcement. The provision of each lease and of this Handbook, which is incorporated into each lease, hind the parties to each lease and create and confer no rights or benefits in favor of any third party.

Where verbal direction or policy may be interpreted to conflict with the Vendor lease, the lease agreement and this Handbook shall be the prevailing authority.

VENDOR LEASE AGREEMENT

This is a legal contract, which entitles you to display and sell the Lease Agreement applies only to the following date(s)	your product ("Product") at an event at Alyeska Resort. This and Event(s):
In return for the use of the space identified on Exhibit "A" he rules and regulations stipulated on the prior pages and below	reto, the Undersigned hereby agrees to abide by Alyeska Resort v.
This Lease Agreement is entered into on this day of Company ("Alyeska Resort"), Girdwood, Alaska and	by and between Alyeska Resort Management("Undersigned" and/or "Tenant").
For and in consideration of Tenant's agreement to pay rent in the terms and conditions set forth in the Vendor, Exhibitors a	n exchange for Lessor's agreement to rent space, pursuant to and Merchandisers Regulations Handbook.
TERM	
The term of this lease shall commence on propriate rental charge set forth below and the term shall te	, for which tenant has paid in advance the ap-
RENTAL CHARGE	
The parties agree that the amount of rent due under this least	se, are as follows:
Food Booth (10x15)	\$
Craft Booth (10x10)	\$
Electricity (1 20AMP plug) \$50.	
TOTAL RENT DUE UNDER THIS LEASE	\$
Full Payment is required befo	ere the Lease Agreement is signed
	II the ticket office at 907-754-2275 and they can take your payase send a check with your vendor forms in the mail.
Please list and describe ALL products being sold* at the Alyeska Reare selling food	sort Event(s) described above. *Please provide menu with prices if you
Tenant	Date
Alyeska Resort Representative	 Date

Summer Festivals



Vendor Registration

The Blue Fiddle Special

Sign up for both festivals and save!



Vendor Name(s)	
Address	City State Zip
PhoneEmail	
Booth Name	
Spots Needed Number of workers	□ Returning vendor
Special Requests (not guarantee)	
Company Website	
*Food vendors must submit a menu and include pricing lar items are not sold at several booths. Type of tent or shelter you will use and dimensions:	
Note: A standard booth space is 10x10' for Craft & 10' they purchase enough space to accommodate their she *All Vendors must complete Vendor I *All food vendors must provide proof of insurance and list Ho	wide x 15' deep for Food. Vendor should ensure that elter without infringing on any other Vendor's space. Registration and Lease Agreement*
Management Co as additional insured; if you have any	
Please check which festivals	Registration deadlines:
you would like to attend: □ Fiddlehead Festival □ Blueberry Festival □ Craft \$200 □ Food \$300 □ Non-Profit \$50 Sign up for both festivals and save: □ Blue Fiddle Special Craft \$250	Blue Fiddle & Fiddlehead ~ May 20, 2017 Blueberry ~ August 5, 2017 Mail to: Alyeska Resort—Mountain Events
□ Blue Fiddle Special Food \$450	PO Box 249 Girdwood, AK 99587
□ Blue Fiddle Special Non-Profit \$75	Make checks payable to: Alyeska Resort

Contact: Amy Quesenberry (907) 754-2545 aque senberry @alyeska resort.com



Visit us online: www.alyeskaresort.com