



**SEWARD, AK
JULY 4TH
FESTIVAL**

2019

Concessionaires- Please read through this contract thoroughly. If you have any questions, please contact Kris 907.224.8051 or chamber@seward.com

Concessionaire Packet

Dear Concessionaire:

We are looking forward to the 2019 July 4th Festival in Seward and we would like to invite you to be a concessionaire during this exciting celebration. We are taking reservations NOW for booth space.

- **Contracts must be completed, signed and returned to the Seward Chamber of Commerce. 100% Booth fee is due upon vendor approval. No refunds. All paperwork and payment due on or before Friday, May 24, 2019 to receive your vendor space.**

The five (5) vendor requirements are as follows:

(1) City of Seward Business License

City of Seward

PO Box 167

Seward AK 99664

(907) 224-4046

(2) Alaska Business License

State of Alaska Dept. of Commerce

PO Box 110806

Juneau AK 99881-0860

(907) 465-2550

**(3) Health Inspection Report
(food vendors only)**

Dept. of Environmental Conservation

555 Cordova St.

Anchorage AK 99501

(907) 269-7501

(4) Sales Tax Collection Permit

Kenai Peninsula Borough

144 N Binkley St

Soldotna AK 99669

(907) 262-4441 or (800) 478-4441 ext 2175

(5) *Copy of Liability Insurance coverage showing the following as "Additional Insureds."

Seward Chamber of Commerce
PO Box 749

Seward AK 99664

AND City of Seward

PO Box 167

Seward AK 99664

Spaces for vendors will be assigned on a first come, first serve basis. We will make a concerted effort to assign long-time vendors the same booth space they had the previous year but we cannot always guarantee this. Please mark your first, second, third, and fourth choice of preferred location on the concessionaire map (grayed areas are not available). All reasonable attempts will be made to secure an appropriate location for your booth. **This contract will serve as your vendor's permit for the festival so please retain a copy for your records.**

Please e-mail or mail your signed contract, **with** copies of all five requirements, payment, and booth location preference to the address below at one time. Feel free to call us with any questions, or e-mail us at chamber@seward.com 907 224-8051

Thank you for your participation,

Kris Harris, Member Agent

**Seward Chamber of Commerce
PO Box 749
Seward AK 99664**

Concessionaire Contract ~ July 4th Festival

This contract made between the Seward Chamber of Commerce, an Alaskan 501(c)(6)

corporation, and _____ agree to the following:
(Concessionaire)

1. **PURPOSE:** Concessionaire will provide and operate a booth at the Seward July 4th Festival, in Seward, AK **July 3 & 4**, 2019 for the non-exclusive purpose of selling goods and services. All goods and services will be of first class quality and reasonable price.
2. **REQUIREMENTS:** Alaska Business License, City of Seward Business License, Kenai Peninsula Borough Tax Collection Permit, DEC Health Inspection Permit (for food booths), and liability insurance. **COPIES OF EACH MUST BE TURNED IN NO LATER THAN MAY 24, 2019.**
3. **FEES:** Concessionaire will pay the Seward Chamber of Commerce \$450.00 (no electricity) or \$500.00 (with electricity) for a 10' x 11' booth. **Seward Chamber Business Members** are eligible for a \$100.00 discount from aforementioned fees. All fees must be paid in full by **May 24, 2019**. No refunds of booth fees will be made. Current credit card information is required for ALL vendors, regardless of payment method, as a security deposit. Vendors will be charged a \$50.00 clean-up fee on their credit card if they do not comply with clean-up policies (see section 7).
4. **BOOTH DESCRIPTION:** Concessionaire's booth **may not exceed** ten feet by eleven feet (10' into street x 11' wide) in dimension. Booth should have a cover for sun and rain protection for booth workers. No rain-free locations will be available so concessionaire should be prepared for inclement weather. The use of visqueen is not allowed in booth construction. The booth must be self-contained. A limited number of electrical outlets are available on a first come, first serve basis. **Use of generators is not allowed.** Water is not available on site, but is available elsewhere. Parking space will not be reserved for concessionaires.
5. **BOOTH LOCATION:** Prior to 11 a.m. the morning of July 2, booth positions will have been marked off. Help will be available to assist the concessionaire in locating their position if needed. The Chamber reserves the right to reassign booth locations to any vendor, but will make reasonable attempts to secure preferred locations for vendors who have paid in full and remitted all necessary documents. Please ensure that your booth goods are elevated due to the possibility of standing/draining water in the vendor area.
6. **TIME:** Concessionaire may start setting up on Adams and Washington Streets, running east and west, after noon on Tuesday, July 2 and must be completely set-up and ready to open for business by 9 am on Wednesday, July 3rd. Concessionaire **MUST** be open for business from:

**9 am – 6 pm Wednesday July 3
9 am – 6 pm Thursday July 4**

Concessionaire may **NOT** strike the booth until after **6:00 pm** on **Thursday July 4**. Concessionaire must strike the booth, clean up the location, and vacate the premises **by 10:00 pm on Thursday, July 4**.

7. OPERATION: Concessionaire should have sufficient, courteous workers to operate the booth. Food Concessionaires **must** have a fire extinguisher and first aid kit in the booth. Concessionaire is responsible throughout the 4th of July Celebration for keeping the booth and surrounding area clean and free of garbage, waste, water and trash. **DUMPSTERS WILL BE LOCATED NEARBY, AND TRASH PICK UP WILL BE STRICTLY ENFORCED. THOSE WHO FAIL TO LEAVE THE PREMISES IN A SATISFACTORY STATE AT THE CONCLUSION OF THE EVENT WILL BE CHARGED A CLEAN-UP FEE ACCORDINGLY.** Concessionaire must supply necessary garbage bags and/or cans. All garbage may be deposited in appropriate city supplied dumpsters. The Seward Chamber of Commerce reserves the right to make all final decisions regarding clean-up charges.
8. USE RESTRICTIONS: Concessionaire must comply with reasonable restrictions as may be adopted by the Seward Chamber of Commerce regarding use or operation of the booths. In particular, concessionaire's booths may not produce any loud music or noise (including radios and loudspeakers), and may not use bright or flashing lights. Objects of questionable taste 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. **LINE MANAGEMENT**: Vendor is responsible for keeping food lines from blocking pedestrian traffic flow and interfering with business of neighboring booths. Concessionaire needs to orient booth to best enhance line management and rent extra space if necessary. Chamber can rent half spaces.
9. LIABILITY: The concessionaire shall carry adequate public liability and/or property liability insurance to cover its business activities at the Seward July 4th Festival. Concessionaire shall indemnify, defend and hold harmless the Seward Chamber of Commerce, the City of Seward, 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 suffered by any person and arising in connection with or caused to some degree or in any manner by concessionaire or concessionaire's employees, agents, booth, goods or services. Concessionaire waives any claims it may have against the Seward Chamber of Commerce, the City of Seward, or their employees, volunteers, or agents, for 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 Seward 4th July Festival, except to the extent caused by the negligent or intentional conduct of the Seward Chamber of Commerce, or the City of Seward, or their employees or agents.
10. CANCELLATION: The Seward Chamber of Commerce may cancel the Seward July 4th Festival, in which case its sole liability of the concessionaire to contact the Seward Chamber of Commerce within 30 days in order to receive a refund of the fee paid by concessionaire.
11. ASSIGNMENT: 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 Seward Chamber of Commerce is void. This contract may be amended only by a written agreement signed by both parties.

Concessionaire Signature: _____ **Date:** _____

Chamber Representative: _____ **Date**_____

BUSINESS NAME: _____

CONTACT NAME: _____

MAILING ADDRESS: _____

(Full mailing address with zip code)

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LIST ITEMS TO BE SOLD, DISTRIBUTED OR EXHIBITED:

FOOD VENDORS: Please fill out your TOP 3 menu choices:

1.

2.

3.

In the effort to offer a variety of food options during the July 4th Festival, the SCC/SVC will not allow more than two vendors to sell the exact same primary products; not including common beverages such as coffee, soda, water, etc. Approval of food choices will be on a first come first serve basis. We will do our best to give vendors their first choice, BUT cannot always guarantee this. Vendors found to be in violation to this rule may be denied space in future years.

Thank you.

Please send a photo of set up booth *(first-timers)*

ELECTRICITY: The Standard service provided to Vendors is a Single Plug Outlet with a 120 V / 20 Amp total output.

Power Output: **Volts:** _____ **Amps:** _____

Plug Configuration: **NEMA #:** _____ **Twist Lock or straight** _____
(twist lock is recommended for this event to prevent inadvertent power disconnection).

Number of Outlets: _____ **Other:** _____

NOTE: Please be very specific with the description of your power needs (all information listed **must** be provided to the Chamber by May 24th). Typically, this information can be found on the electrical plug that you use. The Seward Chamber will make all reasonable attempts to deliver what is required but power cannot be guaranteed.

RETURNING IN 2019! Lowell Canyon Vendor spots on RACE DAY ONLY. There will be three vendors allowed at this very popular site. If interest is big – vendors will be chosen at random through a drawing. These vendors must be set up BEFORE 8:00 am on RACE DAY and remain open until 4:00 pm.

July 4th Festival Vendor Booth Fee Calculation Page

Booth with one electrical outlet (\$500.00) x # of booths: _____

Extra outlet (upon availability \$50) _____

Booth without electricity (\$450.00) x # of booths _____

\$100.00 discount (for **Seward chamber business members only**) x # of booths: _____

Lowell Canyon (Base of Mountain, RACE DAY only) no electricity \$100.00 _____
(no member discount)

Total due to Seward Chamber \$ _____

PAYMENT INFORMATION: *credit card information required for security cleaning deposit.

Card Type (Please circle one): MasterCard / Visa / American Express / Discover

Card Number _____ **Expiration date** _____

3-digit Security Code _____ **Billing Zip Code** _____

Card Holder Signature: _____ **Date:** _____



Seward 4th of July Celebration Concessionaire Contract

