



**Seward Chamber of Commerce
Conference and Visitors Bureau**

January 21st, 2010

Dear Concessionaire,

We are looking forward to another great July 4th Celebration in Seward this year! We would like to invite you to be a concessionaire during the festivities. Mt. Marathon Race applications are streaming in and the bookings for the weekend of the 4th are as busy as ever.

The concessionaire contracts and vendor maps for 2010 follow and are also available in printable format online at www.seward.com. Contracts must be completed, signed and returned to the Chamber office, with a minimum deposit of 50% of the fee, by **Monday May 3, 2010**, to secure booth spaces. Final payment and copies of required permits (please see below) must be returned to the Chamber office no later than **Tuesday June 1, 2010**, or your spaces will NOT be held.

The contract will serve as your vendor's permit for the festival so please retain a copy for your records. Other requirements include the following: **City of Seward Business License, State of Alaska Business License, Kenai Peninsula Borough Sales Tax Collection Permit, DEC Permit (food booths ONLY), and a copy of liability insurance listing City of Seward and Seward Chamber of Commerce as additional insured's. All must be approved through the appropriate agencies.**

City of Seward Business License

City of Seward
P.O. Box 167
Seward, AK 99664
907-224-4046

Alaska Business License

State of Alaska Dept. of
PO Box 110806
Juneau, AK 99881-0860
907-465-2550

Health Inspection Report (food vendors only)

Dept. of Environmental Conservation
43335 K- Beach Rd., St. 11
Soldotna, AK 99669
907-262-5210 ext. 237

Sales Tax Collection Permit

Kenai Peninsula Borough
144 N. Binkley
Soldotna, AK 99669
907-262-4441 or 800-478-4441 ext 2175

If you do not carry liability insurance for your business, you will be charged a \$100.00 fee. This fee will be added to your booth fee if required.

Spaces for new vendors will be assigned on a first come first serve basis. We will continue to make a concerted effort to assign long-time vendors the same booth space as they held in 2009 but we cannot guarantee that this will always be possible. Please mark your first, second, third, and fourth choice of preferred location on the concessionaire map. All reasonable attempts will be made to secure an appropriate location for your booth.

Please mail or fax your signed contract, copies of all required permits, payment, and booth location preference to the address below. Feel free to call me with any questions, or e-mail me at events@seward.net.

Thank you for your participation,

Cindy Clock
Public Relations and Programs Coordinator

Seward Chamber of Commerce
PO Box 749
Seward, AK 99664

Concessionaire Contract
July 4th Celebration, 2010

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, Alaska, July 2, 3 & 4, 2010, 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 JUNE 1, 2010. IF YOU DO NOT HAVE A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY FOR YOUR BUSINESS, YOU MUST PURCHASE INSURANCE THROUGH THE SEWARD CHAMBER OF COMMERCE. THE 2010 RATE IS \$100.00.
3. **FEES:** Concessionaire will pay the Seward Chamber of Commerce \$350.00 (no electricity) or \$400.00 (with electricity) for a 10' x 11' booth. Members of the Seward Chamber of Commerce are eligible for a \$50.00 discount from aforementioned fees. A deposit of 50% of the full booth fee is due by **May 3, 2009**. All remaining fees must be paid by **June 1, 2009**. No refunds of booth fees will be made after June 1, 2010. Current credit card information is required for ALL vendors, regardless of payment method, as a security deposit (in lieu of past years' cleaning 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' x 11') in dimension, unless otherwise specified in this contract. Booth should have a cover for sun and rain protection for booth workers. No rain-free locations will be available so concessionaires 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. Water is not available on site, but is available elsewhere. Parking space will not be reserved for concessionaires.
5. **BOOTH LOCATION:** Concessionaire will place the booth at such a location as the Seward Chamber of Commerce may determine. The Seward Chamber of Commerce will mark off booth number locations and assist the concessionaire in location of his/her position. The Chamber reserves the right to reassign booth locations to any vendor, but will make reasonable attempts to secure preferred locations for vendors paying in full and including all the necessary documents. Please ensure that your booth goods are elevated due to the possibility of standing/draining water in the Vendor area.

Seward Chamber of Commerce July 4th Celebration 2010 Concessionaire Contract

6.TIME: Concessionaire must arrive at the Seward Downtown Business District (4th and Adams St. running east and west) after 8am on Friday, July 2 and be completely set-up and ready to open for business by **12 noon on Friday July 2**. Concessionaires **MUST** be open for business from **12 noon – 8 pm Friday July 2 and 9 am – 6 pm on Saturday July 3 and Sunday July 4**. Concessionaires may **NOT** strike the booth until after 9 pm on Sunday July 4, 2010. Concessionaire must strike the booth, clean up the location, and vacate the premises **by 12 noon on Monday, July 5, 2010**.

7. OPERATION: Concessionaire should have sufficient, courteous workers to operate the booth. Concessionaire 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.

9 LIABILITY: The concessionaire shall carry adequate public liability and/or property liability insurance to cover its business activities at the Seward July 4th Celebration. 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 Celebration, 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 Celebration, in which case its sole liability to concessionaire will be to refund 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.

Seward Chamber of Commerce July 4th Celebration 2010 Concessionaire Contract

(Information below designated by an asterisk (*) is required for all vendors)

BUSINESS NAME:* _____

CONTACT NAME:* _____

MAILING ADDRESS:* _____
(Full mailing address with zip code)

TELEPHONE NUMBER:* _____ **FAX NUMBER:** _____

EMAIL ADDRESS*: _____

LIST ITEMS TO BE SOLD, DISTRIBUTED OR EXHIBITED:* _____

ELECTRICITY: The Standard provided to Vendors is 2 outlets per Vendor at 110 V / 15 A total output/each, NEMA #: **. Special Requirements may incur an additional charge.

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 June 1st). 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.

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

Credit Card Type (Circle One): VISA MC

Credit Card Number

Expiration Date

Card Holder's Signature

CONCESSIONAIRE SIGNATURE: _____ **DATE:** _____

SEWARD CHAMBER SIGNATURE: _____ **DATE:** _____

FOR OFFICE USE ONLY

City of Seward Business License: _____

State of Alaska Business License: _____

KPB Tax Collection Permit: _____

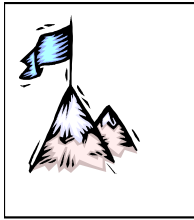
DEC Permit (food booths only): _____

Liability Insurance: _____

Vendor Fee: _____

Clean up Fee: _____

Location: _____



JULY 4th VENDOR MAP

Limited Electrical Outlets – apply early!

