

**Southeast Alaska State Fair Inc.
Vendor Information Packet for
Food Vendors
2010**

July 29-August 1, 2010

Packet Includes:

Vendor Booth Rates & Information
Vendor Application
Borough of Haines Permit Application
Lessee Rules & Regulations
Fairgrounds Map/Booth Layout

Southeast Alaska State Fair Inc.

PO Box 385

Haines, Alaska 99827

Website: www.seakfair.org

Phone: (907) 766-2476 Fax: (907) 766-2478

FOOD VENDOR BOOTH INFORMATION & SPACE RATES 2010

Please be sure to read the Lessee Rules & Regulations, which are considered a part of your lease agreement. Space sizes, shapes, and prices may vary with location.

Food Booth Rent-\$75.00

Bureau Permit Fee- \$25.00

Insurance Fee- \$85 (unless proof can be provided)

Cleaning Deposit - \$50.00* To be returned after inspected by SEASF Staff

Deep Fryer Fire Extinguisher Fee- \$25 (if applicable)

Base Electric Rate Charge-\$25

10% of Total Gross Sales

To Be Turned In To the Fair Office

By Monday August 3, 2010

New vendors are encouraged to inspect their booths a week before the Fair

Items Included:

Two 4-day passes and one vehicle permit. All concessionaires, volunteers, and employees must have a pass to enter the fairgrounds at any time. Additional 4 day passes may be purchased for \$32. Day passes may be purchased accordingly.

Each Lessee is responsible for the neatness and cleanliness of leased space. Vendors are responsible for collecting their trash in their own plastic bags. These bags may be deposited in dumpsters provided for vendors on the Fairgrounds. Recycling bins are provided for aluminum containers and cardboard.

Please make all checks payable to Southeast Alaska State Fair

Southeast Alaska State Fair, Inc.
Box 385 Haines, AK 99827
(907) 766-2476 FAX 766-2478

FOOD BOOTH VENDOR APPLICATION/LEASE AGREEMENT

Name of Booth: _____ Phone: _____

Operated By: _____ Fax: _____

Mailing Address: _____ E-mail: _____

Individual: _____ Business: _____ Non-Profit Organization: _____

New Vendor: _____ Returning Vendor: _____

Booth Number Preference: _____ (priority to returning vendors in good standing)

Special Needs or Considerations including Electrical:

Menu Items and Prices to be offered: (changes from this list allowed with Fair Management approval only): _____

Read and Initial the Following Agreements:

_____ I agree to comply by all Alaska State Fair Lessee Rules and Regulations (copy enclosed) and to turn in my settlement sheet with a daily account of gross August 3, 2010. I understand that this report is made on the honor system and I promise to give a fair accounting of my sales. *Note: If booth space is limited in future years, priority consideration will be given to most successful vendors in previous years*

_____ I agree to obtain my food permit from Alaska DEC (907-465-5285) and provide the Fair office with my DEC health permit number **prior to July 14, 2010.**

_____ I agree to be open during the following hours for 2010: Thurs.-Fri. Noon to 8PM, Saturday 11:30 AM to 8PM, and Sunday 10AM to 4PM. (Other evening hours during events are optional.)

_____ I have enclosed my application for a city permit and included \$25.00 for this permit. I understand that this permit allows me to sell items at the Fair without collecting additional sales tax.

Concessionaire Signature: _____ Date _____

Printed Name: _____

Date of Birth: _____ Social Security Number: _____

Deposit Enclosed: \$175.00 (\$75.00-Booth Rent, \$25.00-city permit fee, \$25.00 electric fee, \$25.00 deep fryer fire extinguisher if applicable, \$50.00-Cleaning Deposit) **AND \$85 Insurance Fee** (Unless proof of Insurance is submitted)
(Half-refundable at Fair Manager's discretion if cancellation by June 29, 2010)
Make check payable to SE Alaska State Fair.

DEADLINE FOR APPLICATION:

Received by Fair Office April 15, 2010

Food vendor booth confirmations will be mailed back to you no later than June 25, 2010.

APPLICATIONS RECEIVED AFTER JUNE 15th, 2010 ACCEPTED ON A SPACE AVAILABILITY BASE ONLY

Payments Enclosed:

Booth Deposit or Full Rent Payment	<u>\$75.00</u>	
Cleaning Deposit	<u>\$50.00</u>	
Insurance Fee	<u>\$85.00</u>	(if applicable)
Deep Fryer Fire Extinguisher Rental Fee	<u>\$25.00</u>	(if applicable)
Electric Fee	\$25.00	
Remainder to be paid upon Check-In	_____	(if applicable)
Extra Passes Needed		
\$32 for a 4 day pass		
Borough Permit Fee	<u>\$25.00</u>	(non-profits excluded)
Total	_____	

Check List before mailing:

I have enclosed my application/Lease Agreement (page 3 and 4 of application)

I have enclosed the needed deposits/payments

I have enclosed a copy of my insurance **or** \$85 for insurance I have enclosed a copy of the Fair Vendor Permit for the Borough (page 5 of application)

Southeast Alaska State Fair

PO Box 385
 Haines, Alaska 99827
 Phone: 907-766-2476 Fax: 907-766-2478
 E-mail: seakfair@aptalaska.net Website: www.seakfair.org

APPLICATION FOR FAIR VENDOR PERMIT

On the S.E. Alaska Fairgrounds, only temporary vendors who plan to sell single items worth \$500 or more during the Fair are required to register with the Haines Borough for sales tax collection and to collect and remit sales tax on those sales.* **All vendors** are required to obtain a Fair Vendor Permit. Please complete the form below and submit it to the S.E. Alaska State Fair at the address above with your \$25 permit fee and any other required items.

The permit fee is waived for Haines Borough-recognized non-profit organizations.

Please check if your organization is a recognized Non-Profit group in the Haines Borough

APPLICANT NAME	COMPANY REPRESENTED
APPLICANTS MAILING ADDRESS	COMPANY MAILING ADDRESS
APPLICANTS HOME PHONE	COMPANY'S PHONE
HAINES CONTACT LOCATION	HAINES CONTACT PHONE
BRIEF DESCRIPTION OF THE NATURE OF THE BUSINESS AND GOODS TO BE SOLD:	
PRICE RANGE OF INDIVIDUAL ITEMS TO BE SOLD (LEAST EXPENSIVE & MOST EXPENSIVE)	
LENGTH OF TIME APPLICANT DESIRES TO DO BUSINESS AT THE SE ALASKA STATE FAIR	

 Applicant's Signature

 Date

Enclosures Required with Application:

1. \$25.00 Permit Fee
2. Copy of current Alaska State Business License, transient business permit or vendor permit
3. Copy of Borough Sales Tax Registration Permit, if required*

*****OFFICE USE ONLY*****

Rq'd Enclosures Rec'd _____ Receipt No. _____ Ck.No. _____ Cash _____
 Effective Date _____ Expiration Date _____

 Borough Clerk (or designee)

 Title of Designee

Southeast Alaska State Fair Inc.

LESSEE RULES & REGULATIONS

This booklet is a part of the lease agreement for space at the annual fair. Your signed vendor application provides a space which you must initial and sign agreeing that you will abide by the rules and regulations outlined in this document.

Lessee, in entering into this lease agreement, expressly acknowledges that he/she has received, read and fully understands the rules and regulations controlling the use of the lease space, as set forth in this document "Lessee Rules and Regulations." It is understood that the Lessee, Lessee's employees, volunteers, agents or representatives are responsible for the actions or inaction's of all persons participating in the use or operation of the leased space and Lessee shall assume full responsibility for them.

The assigned space is for the sole, exclusive and personal use of the individual lessee and no other. No other person, firm, corporation, organization or entity shall be permitted to use the space, unless prior approval is granted by the FAIR. If the lessee is doing business under a fictitious name or as a partnership or corporation, then such Lessee shall designate one individual to be personally responsible for full and faithful compliance with all terms and conditions of the lease. Only an approved Lessee shall enjoy the privileges of the lease.

This lease agreement shall be deemed immediately breached should Lessee attempt to sublease or assign in partial or total, its interest in this space or lease agreement or permit the use of the space by any person, firm or organization who has not received prior approval from the FAIR. Upon such breach the FAIR shall have the right to exercise any or all remedies provided in the "Lessee Rules and Regulations." Lessee agrees to indemnify and save harmless the FAIR from any and all liability and claims of whatsoever nature of any kind arising out of, or in any manner connected with Lessee's use or occupancy of leased space of the Fairgrounds generally. The FAIR assumes no responsibility or liability to or for Lessee, his/her employees, volunteers or their customers for property damage or loss, personal injury or otherwise from any cause whatsoever. Lessee shall permit the FAIR or its agents and employees to enter upon the leased space at all times for the purpose of inspection. The Lessee shall at the termination of the lease, remove all structures, supplies, material, refuse and other materials from the rented exhibition space and shall leave the premises in a condition reasonably similar to the condition in which such premises were leased from the FAIR. All structures, supplies and materials not removed from the Fairgrounds by the outside removal date as listed in the "Lessee Rules and Regulations," and the termination of the lease, shall become the property of the FAIR.

LEASE: All space rentals are by lease and all lease agreements are for specific dates. Lessee rights are **not transferable**.

RIGHT OF RETURN: *Concessionaires from the previous Fair do not have an automatic right of return.* Return is up to the discretion of the FAIR office depending upon Lessees performance at previous fair. Lessee may be offered the opportunity to lease the same booth space they had the previous year.

OPERATING PERMITS: Lessees shall comply with applicable federal, state and local laws. These include, but are not limited to business licensing, child labor work permit laws, fire and safety codes, health and games of skill and chance permits. Workers compensation insurance (if applicable), is the responsibility of the Lessee.

SPACE: The FAIR reserves the right to make any changes in space assignment or grounds layout where it deems necessary and beneficial to all. All space is leased on an “as is, where is” basis, and specifically, without warranty as to condition. Relocation of leased space is allowed only with prior specific permission of the FAIR. No subletting, assignment, or partial assignment of space is permitted.

SPACE CONFINES: All business of the Lessee must be conducted, and all personnel and all items must be contained within the confines of the leased space, unless the FAIR specifically designates Lessee as a roving concessionaire. Under no circumstances will any Lessee be allowed to place any advertising matter outside or distribute advertising matter outside the space assigned to them. Lease applications will be considered rejected by the Lessee and the space relinquished if lease applications mailed in March are not returned with the deposit within 45 days of date of mailing, or within time frame noted in cover letter if mailed less than 45 days prior to start of Fair.

CANCELLATION: Cancellation of this agreement by Lessee 30 days or less prior to the fair’s opening shall entitle the FAIR to retain any moneys paid, or collect any moneys due, pursuant to this agreement. Lessees who cancel their lease agreement 30 days or more before opening day of the Fair will receive half of their deposit back at the discretion of the Fair Manager.

CONCESSIONAIRES PASSES: CONCESSIONAIRES AND THEIR EMPLOYEES OR VOLUNTEERS ENTERING THE GATES MUST HAVE PASSES. Please explain this to all persons who staff your booth. The passes provided in the lease agreement are included in the Concessionaire Packet. Additional day passes may be purchased accordingly or a \$32 four day pass may be purchased .

SOUND: Noise level is a determining factor of space location. The Lessee shall inform the FAIR at the time of leasing of the intent to use microphones or other noise making equipment. The FAIR reserves the right to regulate all sound producing equipment in the best interest to Fair patrons. This includes, but is not limited to headsets, microphones, stereos, vacuums, and motors. All items must be contained within the leased space.

TRASH: Each Lessee is responsible for the neatness and cleanliness of leased space. All trash is collected in plastic garbage bags and the bags are deposited in containers provided by the FAIR OR the bags may be removed from the Fairgrounds by the Lessee. Please separate out and break down **cardboard** and **aluminum** from other trash. Any **grease** used by concessionaires must be removed from the Fairgrounds in a sealed container by the Lessee.

FAIR TIME HOURS OF OPERATION: Booths must be staffed until 8PM. (Staffing during functions after 8PM is optional) Gate opening times are detailed in your concessionaire packets.

CENSURE: Lessees, their employees, agents, volunteers and representatives shall conduct themselves and the operations of their space in an honest, courteous and friendly manner. In the event of any breach of the terms of the “Lessee Rules & Regulations” and upon notice of

breach of this lease, Lessee shall immediately vacate the leased space. Should the Lessee not vacate the space as required, the FAIR without first obtaining court process, shall have the immediate right, without waiving any other rights or claims, to enter the leased space, remove all persons and all property of the Lessee, clean and otherwise repair the premises and prohibit the Lessee from entering the Fair. Any costs of such action by the FAIR including actual court costs and attorney fees shall be paid by the Lessee. Upon such breach, the Lessee forfeits any and all fees paid to the FAIR as liquidated damages for those costs and damages not specifically identified above. Fair's waiver of any breach of this lease agreement shall not constitute a continuing waiver or any subsequent breach(s). Other options for censure may include but are not limited to: Suspension for a three-year period, or permanent suspension from the grounds. The options for re-admission to the Fair as a lessee for future years may include, but are not limited to; social appeal the FAIR by written request. This request must contain a solution to the problem, which caused the initial cancellation of the lease agreement.

SETTLEMENT: The Southeast Alaska State Fair reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters questions and differences in regard thereto or otherwise arising out of, connected with, or incident to the SEASF. It further reserves the right to determine unforeseen matters not covered by these rules, and to amend or add to these rules as it may determine necessary. We reserve the right to refuse service to anyone.

RAFFLES/DRAWINGS: Any lessee planning to hold a raffle or drawing on the Fairgrounds, must notify the FAIR of their intention to do so and the booth space from which they will be sold before Fair time. If the drawing is held on the fairgrounds a complete list of winners must be left at the fair office. It is the responsibility of the group or individual holding the raffle/drawing to satisfy all the requirements of the State of Alaska and obtain the necessary permit to conduct a game of skill and chance as required by the office of Division of occupational Licensing, PO Box D-LIC, Juneau, Alaska 99811-0800. The rules and instructions governing the game, raffle or lottery must be displayed in a prominent place where participants can plainly see them. If the awarding of prizes is based on progressive wins, this must be fully explained.

CONCESSIONAIRE PACKETS: Fair management will return your confirmation of leased space by June 23, 2010 which will include admission passes as detailed previously in this document and your vendor packet. Settlement forms and payments (for food vendors) will be turned into Fair Office prior to checkout from Fair by 4:00 PM, Monday, August 3, 2010. A space for suggestions is provided on these forms. We encourage you to use this space to tell us how we are doing and to help us improve.

VEHICLE INFORMATION: All Vehicles entering the fairgrounds must have a vehicle pass and MUST BE OUTSIDE THE FAIRGROUND GATES AND IN THE PARKING LOT one half hour before opening time on days of the Fair. Vehicles not in compliance with this request will be towed and the owner must pay the associated costs. Vehicles are not allowed on the Fairgrounds until after 10 PM or end of evening functions (closing time). This decision will be made by the Fair Manager or designee.

PARKING: Food Concessionaires are granted reserve parking spots close to the main gate; all other concessionaires have passes to the general parking lot. General parking for the public is FREE.

FAIR BOOTH BUILDING GUIDELINES AND TIME FRAMES: Booth name must appear on the front of the booth structure in a manner clearly readable. Any structural changes or additions must be approved by the SEASF.

GROUND SPACE: Fair management will consider self-contained privately owned vendor booths on an individual case by case basis, and these booths must be placed in designated areas. Permanent structures are not allowed on the Fairgrounds. Outside structures are permitted to be a maximum of 14 feet in height and must remain inside the boundaries of the leased space. This includes guy-wires, tent tie downs and roof overhang. Colored tarps or canvases may be used as roofing material. Visqueen may not be a visible part of the structure. All wood must be painted or finished in some manner.

FOOD BOOTHS: Menus must be approved by the Fair. NO additions will be allowed without written consent of the Fair. All food booths must meet the Alaska State Dept. of Health regulation. Two or more workers from each booth are obligated to attend a food service Health Seminar, a requirement of the State Dept. of Environmental Conservation. No food service or food sale of any kind is allowed on the Fairgrounds without prior approval from the D.E.C. Food Booths must have a fire extinguisher (ABC Type) in the booth, which is provided by the Fair. All structures, property and belongings of concessionaires must be removed from the Fairgrounds no later than the Friday following the closing of the Fair. Items not removed by that time will be assessed a storage fee and/or disposed at the discretion of the Fair.

ELECTRICAL SERVICE REGULATIONS: ALL ELECTRICAL CONNECTIONS TO POLES ON THE FAIRGROUNDS INCLUDING EXTENSION CORDS MUST HAVE A **GROUND FAULT INTERRUPTER**. Ground fault interrupters are available at electrical retail outlets. Electrical power on the grounds is limited. The FAIR will provide one (1) 120-volt 20-amp electric circuit per space in most areas. All utility hook-ups or extension or electrical service must be approved by the FAIR. **THE LESSEE IS CHARGED A BASE RATE OF \$25 FOR ELECTRICAL SERVICE.** Lessees shall provide their own heavy-duty outdoor extension cord with a Class A ground fault interrupter which must be listed by a nationally recognized laboratory such as U.L. All extension cords shall be grounded (3-prong) cords. Do not use adapters that fit three-wire plugs to two-wire sockets. All extension cords must be at least 12-gauge wire. Each extension cord shall be plugged directly into an approved receptacle to service one appliance only. Extension cords must be in good condition without splices, deterioration, or damage. Use waterproof wiring such a rubber or plastic covered heavy-duty cable identified by U.L. or another label, which identified it as, approved for outdoor use. (Q-taps are not allowed.) No generators are allowed for use by concessionaires on the Fairgrounds. All electrical equipment must be maintained in working condition and free of damage or deterioration. All temporary hook-ups must be removed after the Fair. Use the receptacles provided and do not touch the panel boxes. All connections must be buried, but cords and wiring should be buried as close to the surface of the ground as possible and still cover the connection. This protects your wiring and fixtures from damage by people and vehicles. Due to underground utilities, all digging of deep hole or driving of stakes must be cleared with the Maintenance Supervisor.

INSURANCE: All food vendors are required to purchase insurance at the cost of \$85.00 unless vendor can provide proof of insurance. Proof of insurance must be sent in with application.

FIRE AND SAFETY REGULATIONS: Heating and cooking equipment and any device capable of creating a flame, spark or glow, not provided by the FAIR, is not allowed without written approval from the Fair Office. If approval is given a 10 LB ABC fire extinguisher is required in the approved area. **All booths with deep fryers must have a Class K fire extinguisher in their booth. Class K extinguishers may be rented from the SEASF at the cost of \$25.00.** Three weeks notice must be given to the SEASF if rental of a Class K is required. Smoking is prohibited in certain areas. Watch for No Smoking signs. No electrical heaters in booths. Fire extinguishers for all food vendors will be provided by the Fair. Compressed gas cylinders shall be properly supported and secured in the upright position at all times. Combustible refuse must be stored in metal containers. Refuse containers inside buildings must have lids. All aisles and exits must be kept clear and open at all times. No signs may block aisles or exits. All painted surfaces must be painted with water base latex paint — not oil base. Tents shall be of flame-retardant material or shall be made flame retardant with an approved product. Proof of fire retardant shall be submitted to the Maintenance Supervisor prior to occupancy or on request.

FAIR CHECK IN AND BOOTH SETUP: Please check into the Fair Office upon your arrival. Booth set up may begin Wednesday, July 29 and must be fully operational and open for business by 12 PM Thursday, July 30. Fair Office is open for check in 9:00 AM to 5:00PM. Office hours during the Fair will be 9:00AM to closing during Fair week. Feel free to contact the Fair Staff if you have any problems or questions

PEOPLE SERVICES AVAILABLE:

Staff: Please check into the Fair Office upon your arrival and let us know if you have questions or need assistance at any time.

SAFETY AND SECURITY: Responsibility for theft, loss or vandalism of any type is solely the concessionaire's. The Fair provides security beginning Wednesday night of the fair, and extending through Saturday night of the fair. The size of the fairgrounds makes it impossible for the security force to cover every area, but they are on duty to assist with any problems that might arise. When the gate closes, security will clear the grounds of fair patrons. The Fairgrounds are considered private property and the FAIR has banned the carrying of concealed weapons. No firearms, water or cap guns are allowed on the Fairgrounds. Bicycles are not allowed on the Fairgrounds. Dogs are not allowed on the fairgrounds, except on leashes in the Dalton City arena during the Most Lovable Dog Contest.

