

KENAI PENINSULA FAIR

VENDOR HANDBOOK

This handbook is part of your lease agreement and by signing your vendor application you are agreeing to all of the terms within.

All vendors **MUST** check in on Thursday before the fair to pick up your vendor packets between 10 am and 6 pm. You will be allowed on site to set up your booth space. We will have overnight security, but it is ultimately up to you to secure your items after hours.

All booths must be open, staffed, and operational during Fair hours:

Friday	10 am to 9 pm
Saturday	10 am to 9 pm
Sunday	10 am to 4 pm

When you leave the grounds after the Fair, please make sure garbage or discarded building materials are not left behind. The ground space should be left in the same condition as when you arrived.

We're looking forward to another successful year!!

Kenai Peninsula Fair Mission Statement

Connecting the Greater Kenai Peninsula ~ providing a fun-filled, entertaining, educational and safe environment for the community to come together in part or in whole by means of the Kenai Peninsula Fair and other community events.

This handbook defines the conduct of the vendor and how the leased spaces are used. The Fair reserves the right to interpret, amend, revise and delete these rules and regulations as it deems fit, and at its sole discretion, in order to achieve the maximum benefit for Fair, its patrons, and vendors.

Should the actions of any vendor require the cancellation of the lease agreement during the time of the Fair, the vendor will be required to move everything immediately upon notification to vacate the premises and shall forfeit any lease fees already paid.

Non-conforming situations, which exist at the time of a new rule, may be allowed at the Fair's option, but may be called into conformity in the future.

INDEMNITY

The Fair shall not be held liable for any debt, tax or assessments incurred by the vendor, in the operation of his concession nor for any salary or expense due to any of his employees. The Fair shall not be liable for the result of any accident or damage to any person or article employed by, or in possession of the vendor while on the Kenai Peninsula Fairgrounds, whether such accident, loss or damage occurs during the time of preparation, the period of occupancy, or at the time of removal. In consideration of the privileges granted by this contract, the vendor agrees to protect and indemnify and hold harmless the Fair from any and all claims for damages, demands or suit, arising from injuries or damages sustained that may result either directly or indirectly from the activities and business of the vendor in connection with this contract.

CONDUCT OF BUSINESS

Vendors shall ensure that all their employees, and representatives shall conduct themselves and their operations in a courteous and friendly manner; and that the booth space is kept clean, with no accumulation of trash, unsightly or combustible material. Any actions found offensive or obnoxious by Fair shall be immediately terminated upon notice by Fair. Vendors shall refrain from communicating negative comments concerning other fair exhibitors or exhibitor's products, services or information. Vendors shall refrain from communicating negative comments about the Kenai Peninsula Fair, or shall be subject to removal from the grounds and future events. Any vendor who persistently interferes with the operation of any other vendor after being notified of the interference, is subject to removal from the grounds.

Extra copies of the *Vendor Handbook* available at www.kenaipeninsulafair.com

LICENSES & PERMITS

Vendors must comply with all federal, state, and local laws, and must have valid licenses listed below.

State of Alaska Business License

Alaska Department of Commerce, Division of Occupational Licensing
550 W. 7th Ave, Ste 1500, Anchorage AK 99501.
Phone: 907-269-8160

Kenai Peninsula Borough Finance Department

144 Binkley St.
Soldotna, AK 99611
907-714-2170

Vendors conducting an activity ruled by State of Alaska Gaming Unit must have:

State of Alaska Games of Skill and Chance Permit

State of Alaska, Dept of Revenue, Gaming Unit
550 W. 7th Ave. Suite 500, Anchorage, AK 99501.
Phone: 907-269-6620
www.tax.alaska.gov/programs/programs/index.aspx?54160

LEASE AGREEMENTS

Every individual or company doing business on the fairgrounds during the Kenai Peninsula Fair must have a signed lease agreement regarding that activity. Fair lease agreements are not transferable without approval from Fair management (see *Fair policy regarding Vendor Lease Transfer* for more information). A business, organization, or individual may not assign their space, or any part of their space, to another party. The vendor manager must approve partnerships and co-ops. If your organization is a corporation you must submit your corporate papers with a list of current officers to the Fair. All updates must be submitted in a timely matter.

Vendors shall not exhibit, sell, or give away any merchandise or products not listed on the lease agreement, nor shall they exhibit any advertising material not directly pertaining to the products listed.

The Fair is private property. All solicitations for either contributions or sale must be made from within the confines of the booth display area that has been leased from the Kenai Peninsula Fair. Begging or soliciting is prohibited. Tacking or posting of any advertisement, bill, sign, banner or printed matter other than within the contracted space is prohibited. No one shall be allowed to solicit or distribute materials in aisles, or while roving on the grounds. Anyone violating this rule is subject to immediate removal from the Fairgrounds.

Any change of location to another space will be determined at the discretion of the Fair according to space availability and type of product. When necessary, and in the best interest of the Fair and the fairgoers, a vendor's space may be changed to a location different from the previous year. All spaces are leased on an "as is, where is" basis, and specifically without warranty to condition. All monies delivered to Fair in connection with leased space are non-refundable.

Vendors from the previous fair season do not have an automatic right of return. A Vendor application must be submitted every year. Vendors who have violated regulations may be issued a written warning or at the discretion of the vendor manager may not be allowed to return to future fairs. The fair reserves the right to reject vendors at their discretion.

RESTRICTIONS

Packaged alcoholic beverages, controlled substances; unauthorized hunting knives, bicycles, roller skates, skateboards and scooters, firearms (or any weapons), vehicles or animals are not permitted on the fairgrounds.

Dogs and other animals are not permitted on the Fairgrounds unless they are part of an authorized show, exhibit, or are a service animal. Make arrangements for your pets elsewhere: violators will be asked to leave the grounds.

Free stickers/bumper stickers and balloons will not be allowed to be distributed at the Fair.

The Fair reserves the exclusive right to sell beer and wine at specific locations.

VENDOR / EMPLOYEE RELATIONSHIP

It is agreed that the Fair shall have no control of management over the vendor, his agents or employees, and the relationship is that of independent contractors. The parties agree that any agent or employee of vendor is employed in the business of and subject to the exclusive direction, guidance, and control of vendor as to the details of the specific act for which the employee or agent was employed. Any consumer complaints received will be communicated to the vendor and the Fair has the right to arbitrate conditions for a satisfactory conclusion to all parties concerned. The vendor shall appoint a "contact person" who for all purposes shall be the person to whom the Fair may look for commitments of and by the vendor. The contact person shall be responsible for the actions or inactions of all employees or representatives at the Fair.

VENDOR COMPLAINTS / PROBLEM SOLVING / GRIEVANCE

Vendor complaints must be taken up with the Kenai Peninsula Fair Manager. If not satisfied, a written statement must be presented to the Board President who will proceed to the Board of Directors if necessary.

LEASE PRICES

See vendor application.

SPACE ASSIGNMENT

The Fair reserves the right to allocate, reallocate, limit and designate all booth and exhibit spaces and locations. Ground spaces are designated with painted marks, metal markers, or wooden stakes. **In no instance shall anything (signs, ramps, eaves, chairs, posts, merchandise, etc.) extend forward of the markers or go onto the pavement.** Some variations may apply with pre-approval from Fair management.

BOOTH STAFFING

Vendors must be in full operation by 10:00 noon, Friday. All booths must be open to the public and staffed by a competent attendant during Fair published hours.

Vendors will receive one parking pass and two three day entry wristbands. All booth staff must have a three day wristband or purchase a day gate entry ticket. There will be no exceptions to this. If you are parking more than one vehicle, you must pay for parking for each additional vehicle.

SIGNS AND ADVERTISING

A prominent identifying sign, professional in appearance, shall be posted at vendor's sole expense, within the confines of the leased space. The maximum height is 16'. No one shall display any form of political advertising or disseminate political propaganda unless the individual lease agreement permits such a privilege. **Signage, which is not directly related to the participating vendor, is not allowed.**

EVALUATIONS

In an attempt to produce an attractive and family oriented event with a diverse selection of products, Fair staff will be evaluating all booths. Areas of evaluation will be appearance (including ADA accessibility), personnel and management practices, and compliance with rules and regulations in this handbook and your lease agreement. "Written Notices" will be issued for violations and will be used in the after-the-fair evaluation of booth operations.

MERCHANDISE

Vendors are required to identify to the Fair in writing on their application all items to be sold, exhibited, or distributed from the leased space. A written request must be approved by Fair for changes, additions or deletions. Vendors may not use the name "Kenai Peninsula Fair" or its logo. The Kenai Peninsula Fair promotes itself as a family event. Keep this in mind when choosing products and services for the Fair.

Give-aways / Promotional Items: General give away items should not be something other exhibitors are selling such as caps, t-shirts and mugs. There are many approved promotional items for distribution such as imprinted pens, hand sanitizer, bags, and calendars. If you have questions concerning your choice of promotional items please contact the fair manager.

As part of its responsibility in maintaining product balance on the fairgrounds and as a means of encouraging new products it may become necessary for the Fair to deny space requests or specific merchandise because too many vendors wish to exhibit or sell the same or related products. **No vendor shall have the exclusive right to sell a product.**

Fair management maintains the right to immediately prohibit the sale or distribution of any product or service it deems hazardous, offensive or a nuisance to the public. Martial art stars and weapons, offensive or sexually explicit items, silly string and/or caps/popping devices may not be sold. Any item marketed as a synthetic drug, such as herbal incense packets, K2, spice, bath salts, is strictly prohibited.

Knives for sale must be pre-approved in advance of the Fair, by Fair management. All knives must be displayed in a secure case, out of reach of fairgoers. All purchased knives must be packaged and sealed with tape. The buyer must be advised not to open the package until they are off the fairgrounds, or it may be confiscated by security.

SOUND & VOICE CONTROL

All sound and/or music producing devices must maintain a reasonable volume, as determined by the Fair, and in the best interest of fairgoers and other vendors. Fair shall not permit soliciting above the ordinary speaking tone of voice. If a complaint is justified, vendor will be issued a probationary letter or asked to leave.

FOOD BOOTHS

Vendors selling or distributing **food products** must have a State of Alaska temporary food service permit. Multiple locations must have separate permits. This permit can be downloaded off the internet at:

<http://www.dec.state.ak.us/eh/fss/images/Application-Temporary-Food-Service.pdf>

Vendor or a representative must have a current Alaska Food Worker card (a \$10.00 fee applies). These cards can be obtained online at <http://alaska.state.gov/foodworker/>

Permit applications must be submitted 15 days prior to the Fair opening or the standard fee (\$120) will be charged double.

State of Alaska Temporary Food Permit

Dept. of Environmental Conservation, Food Safety

Phone: 907-262-3400

A food vendor shall be limited to the sale of food only. Vendors shall be limited to selling items listed on the lease agreement, approved by the Fair. Common beverages (soda, juice, coffee, tea) may be served by any food vendor. Espresso drinks and specialty beverages are considered major menu items. The Fair reserves the right to limit a menu and items may not be added or changed without approval.

The Fair encourages the use of ALASKA GROWN products whenever possible!

All food vendors, shall have completely self-contained units. Vendors must use DEC approved hoses designed for potable water. There is no on-grounds dump-station. No cooking will be allowed in a tent. Propane tanks will not be allowed in a tent or within 2' of a tent. All deep-fat frying appliances, grills, and open-pit barbeques must be equipped with a State Fair Marshal code compliant, efficiently working exhaust hood. All open flame grill designs must be approved by the Fair in advance; if complaints arise, the operation will be investigated and re-evaluated.

The Fair encourages the use of recyclable serving products. In the near future it will be not be an option; explore websites, talk with suppliers, and test different recycled products to help you make a practical overall choice.

BOOTH SET-UP DATES & TIMES

The Fair reserves the right to allocate, limit and designate all exhibit spaces and locations. Ground spaces are designated with painted marks, metal markers, or wooden stakes. **In no instance shall anything (signs, ramps, eaves, chairs, posts, merchandise, etc.) extend forward of the markers or go onto the pavement.** Some variations may apply with pre-approval from Fair management.

LODGING INFORMATION

The Kenai Peninsula Fair offers camping options for both tent camping and rv/camper accommodations for our vendors and patrons. Camping will only be allowed in a designated location. Please contact the fair office for fee information.

WIFI

Due to the rural location of the Kenai Peninsula Fairgrounds, we **cannot guarantee** WIFI or internet access. Cell phone service can be spotty, especially inside the buildings. It is up to you, as the vendor, to make sure you have made arrangements for your internet access needs.