Product Concessionaire Contract

This contract is made between the Moose Pass Sportsmen's Club, an Alaskan non-profit corporation, and Concessionaire listed above who agrees to the following:

1. PURPOSE: Concessionaire will provide and operate a booth at the Summer Solstice, in Moose Pass, Alaska, June 16 and 17, 2019 for the non-exclusive purpose of selling goods and services. All goods and services will be of first class and quality and reasonable price.

2. REQUIREMENTS: Any company doing business within the Kenai Peninsula Borough is required to have an Alaska Business License and a Kenai Peninsula Borough Tax Collection Permit. It is the Concessionaire’s responsibility to adhere with these borough requirements.

3. The Moose Pass Sportsmen’s Club also requires either proof of liability insurance that covers any potential injury or mishap to concessionaires, their employees, or other participants in this festival OR concessionaire’s signature on a written agreement that agrees to hold Moose Pass Sportsmen’s Club harmless. The written waiver can be obtained by mail or at the time of booth set-up on June 15. To obtain a written waiver prior to set-up on June 15th, please contact Dawn Campbell at 288-3616.

4. FEES: Concessionaire will pay the Moose Pass Sportsmen's Club $70.00 for booth space rental. The five booths that have electricity will be $85 for space rental. Non-profit
organizations will be charged $35.00 for booth space rental ($40 for booths with electricity). No refunds of booth fees will be made after June 10, 2018. Sportsmen’s Club reserves the right to reassign booth locations to any vendor, but will make all reasonable attempts to secure preferred locations for vendors paying in full and including all the necessary documents.

5. **BOOTH DESCRIPTION:** Concessionaire’s booth may not exceed ten feet by eleven feet (10' x 11') in dimension, unless otherwise specified in this contract. The booth should have a cover for sun and rain protection of booth workers. No rain free locations will be available, so concessionaires should be prepared for inclement weather. The booth must be self-contained. **Electrical outlets are available for 5 spaces (denoted by E1 through E5 on the enclosed map) and will be rented on a first-come first-serve basis.** Water is not available on site. Parking space will not be reserved for concessionaires. All concessionaire vehicles must be parked away from festival area during the hours which patrons are present for the event.

6. **BOOTH LOCATION:** The Moose Pass Sportsmen's Club (MPSC) will mark off booth number locations prior to Friday, June 15th. Vendors should note their first, **second, and third choice for vendor locations on this form.** MPSC will notify vendors of receipt of payment and their assigned booth via phone, mail, or by e-mail prior to the event.

7. **TIME:** Concessionaire may begin setting up at the Moose Pass festival area no earlier than 12 noon on Friday June 15th or Saturday morning June 16th before 10a.m. Concessionaire must strike the booth, clean up the location and vacate the premises by 8pm. on Sunday, June 17, 2018.

8. **OPERATION:** Concessionaire should have sufficient, courteous workers to operate the booth. Concessionaire is responsible throughout the Solstice Festival weekend for keeping the booth and surrounding area clean and free of garbage, waste, water, and trash. **DUMPSTERS ARE LOCATED NEARBY AND TRASH PICK UP WILL BE STRICTLY ENFORCED.** All garbage and trash may be deposited in appropriate borough supplied dumpsters.

9. **USE RESTRICTIONS:** Concessionaire must comply with reasonable restrictions as may be adopted by the Moose Pass Sportsmen's Club regarding use or operation of the booths. In particular, concessionaires’ 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 Moose Pass Sportsmen's Club 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), and any items used for unlawful activity (illegal drug paraphernalia, etc.) **No pets are allowed in the Festival area during festival hours.**

10. **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 Moose Pass Sportsmen's Club is void. This contract may be amended only by a written agreement signed by both parties.