



Colony Days Vendor Agreement 2023

Location and Hours

Location: Downtown Palmer Pavilion
720 S Valley Way
Palmer, AK 99645

Hours: Friday and Saturday June 9th and 10th - 11:00am - 7:00pm
Sunday June 11th - 11:00am - 6:00pm

1. Alaskan Grown/ Made in Alaska

The mission of the Colony Days Outdoor Market is to promote the commerce of authentically Alaskan goods. Quality Alaskan grown foods and Alaskan-made handcrafted items are the emphasis of Colony Days, however it can also provide an outlet for other Alaskan-made products. In order to participate, the product must be handmade or showcase original artwork by an Alaskan resident. Food Vendors are exempt, but are encouraged to use locally-sourced produce in their offerings.

2. Product Qualifications

Products sold must be directly grown, harvested, processed, designed, or crafted by Alaskans. A Vendor may declare one sellable item as their “Main Product”; meaning another Vendor will not be permitted to sell this product. A “Main Product” is defined as an item that is 75% of a Vendor’s overall product, and/or is integral to their branding. Priority of protection claims will be given to the Vendor who has completed their application and payment at the earliest time. Garage sale type items are prohibited at Colony Days, though a Vendor with curated vintage/antique items may apply with pre-approval from the Market Coordinator. The sale or display of live animals is prohibited. The Market Coordinator and GPCC Staff reserve the right to prohibit products with objectionable images, messages, or product implications to be sold. Product images must be uploaded with the Vendor application.

3. Vendor Categories

Craft/Business Vendors: Craft Vendors are defined as those whose products consist of handmade crafts or artist-designed art or apparel. Vendors selling pre- packaged foods approved by the Alaska Department of Environmental Conservation [jams/jellies, baked goods, etc.] will still qualify as a Craft Vendor. Snack foods with cooking stations on-site will need to apply as a Food Vendor to accommodate for the extra space needed to keep the required distance necessary to maintain Palmer Municipal Fire Code. The GPCC will not approve any applications submitted by associates of direct-to-sales companies. Local businesses who would like to reserve a booth space to advertise their product or services may purchase a booth space at a Craft Vendor rate. Businesses must hold an active GPCC membership to apply.

Food Vendors: Food Vendors are defined as those whose products consist of food prepared on-site, utilizing a cooking apparatus. Pricing for food Vendors is based on the size of the Vendor setup, either with a tent or a truck. A food Vendor's "Main Product" can be their entire cuisine genre [i.e., BBQ, Thai, Mexican, Cajun], if that is over 75% of their product and/or integral to their brand. A food Vendor may select a side dish or beverage as their "Main Product", as long as it is integral to their brand. Non-food items for sale must be approved by the Market Coordinator prior to their sale.

Multiple booth types may be purchased, but a Vendor must purchase the appropriate type of space for its intended use. This allows the Market Coordinator to factor in the additional space needed to accommodate cooking apparatuses and create the necessary space to maintain City of Palmer Fire Code compliance.

4. Application and Confirmation Process

Application Availability: Invitations to apply for Colony Days 2023 will be sent via email to Vendors who participated in Colony Days 2022. Returning Vendor invitations will be sent out February 1st, 2023. Public access to applications will be made available beginning February 15th, 2023. The GPCC reserves the right to not extend an invitation to Vendors who have participated in Colony Days 2022, at the GPCC's discretion. Once public vendor applications are available and processed online via the GPCC's Colony Days webpage at www.palmerchamber.org/colonydays. This application will have required fields, including document and image uploads. Supported document types include: .pdf, .docx, .img, .jpeg, .png. If a Vendor would like to apply in person, please contact the GPCC office to schedule an appointment.

Confirmation Process: When a Vendor submits their application online, they will be shown a confirmation page that the application went through successfully. An option to "Send confirmation email to registrant" is checked by default, but a Vendor can opt out of this confirmation email at the time of submission. The Market Coordinator will review the application and contact the Vendor via phone or email for any additional information needed to approve the application. If a Vendor is unable to meet the market requirements outlined in this document, they will receive a call and email from GPCC staff notifying them of the application denial. When a Vendor is approved, they will receive an email from GPCC staff with an invoice for their registration fees attached. Accepted methods of payments are defined in the following section, "Booth Pricing".

5. Booth Pricing

Pricing tiers for Vendor rates are available based on the type of Vendor [see Fig. 1]. Pricing is for a 10ft x 10ft booth space in the Pavilion Parking lot, the carnival area in the Public Library parking lot, on S Valley Way, or a 9ft x 9ft space under the pavilion.

Fig. 1, Booth Prices

Vendor Type	Description	Total	Total w/ GPCC membership
Craft/Business Vendor	Arts, Crafts, and cottage-type food items that don't require on-site cooking. Also includes business outreach booths who may not be selling product but are advertising their business.	\$200	\$180
Tier 1 Food Vendor	Vendor is cooking and serving food on-site from a canopy Tents only	\$300	\$270
Tier 2 Food Vendor	Vendor is cooking and serving food on-site from a food truck between 15ft and 25ft in total length	\$400	\$360
Tier 3 Food Vendor	Vendor is cooking and serving food on-site from a food truck exceeding 25ft in total length	\$500	\$450

Vendors may purchase multiple booth spaces in order to accommodate a larger setup. Partial booth spaces are not available for purchase. Vendors may share a space, however each Vendor must have a business license and their own application submitted and deposit paid [in this case, the deposit serves as a processing and advertising fee]. There will be no subletting of spaces. All fees are non-refundable.

Vendors are required to be open for business during market hours for all three days. A Vendor who fails to comply with operating hour requirements will not be permitted to apply in future Colony Days markets.

6. Payment & Invoicing

A \$25 non-refundable deposit is required at the time of application. Deposits can be paid online via debit/credit card. If a Vendor needs to arrange another payment method for the deposit fee, please contact GPCC staff to schedule an appointment to apply in-person. Vendor fees must be paid in full no later than 5:00 pm on May 12th, 2023, or the Vendor will forfeit their reservation without refund.

Invoice Delivery & Payment: When a Vendor's application is approved, they will receive a confirmation email from the Market Coordinator with the invoice for their total balance attached. The invoice has a clickable link that can be used to pay via credit/debit card through a secure online payment portal. A Vendor can pay in increments via this portal, and can use the same link to later return and submit other payments. Payment via check and cash is also accepted. Make checks payable to Greater Palmer Chamber of Commerce (GPCC). Cash payments must be delivered in person to GPCC staff, do not send cash through the mail. Should the bank for any reason return a Vendor's check, there will be a \$25.00 fee assessed. This fee and the face amount of the check must be paid in cash, money order or certified check to the GPCC.

GPCC Member Discount: Available for Vendors with an active GPCC Membership [\$100/year]. Vendors interested in joining the GPCC can sign up at www.palmerchamber.org/joininfo. Members will receive a 10% discount off of their total registration fees before additional discounts. Questions about joining the GPCC can be directed to the GPCC office at 907-745-2880 or info@palmerchamber.org.

Operations

1. Booth Assignment

Please review the map available for reference on the Colony Days website, www.palmerchamber.org/colonydays. Vendors may lease a 9ft x 9ft booth under a covered pavilion or a 10ft x 10ft open air space.

- Craft/Business Vendors will be given space preference in Booths P1-P49 [except P18-19], V54-V61 and V69-V76.* A select group of family-friendly booths will be placed in the carnival area at the Palmer Public Library.
- Food Vendors will be placed in Booths V1-42, with use of V54-V61 and V69-76 used as overflow when space is available.
- The GPCC will have an information booth on the corner of S Valley Way and E Elmwood Ave [in front of the Balto statue]

*P=Parking Lot/Pavilion, V=Valley Way

It is the Vendor's responsibility to ensure that adequate space is leased for the size of canopy or tent and inventory to be used by the Vendor [See Section 4 "Vendor Categories", Section 6 "Booth Pricing"]. Grass areas behind Vendor spaces are not included in the rented space. The grass will not be a part of Vendor's space for preparation, sales or storage area [generators are permitted].

Placement requests will be prioritized as follows: Returning Vendors, followed by GPCC Members, and finally requests made in chronological order. Every attempt will be made to locate returning Vendors to their prior or requested location, however, since placement is made on a first-come first-serve basis, the GPCC does not guarantee that a Vendor will be placed in the same booth location as previous years or even previous weeks within the same season, and the Market Coordinator will not shift any confirmed Vendors without their verbal or digitally written consent. Questions regarding correct booth placement must be brought to the Market Coordinator's attention prior to the setup of the Vendor's booth. The Market Coordinator will order a Vendor to relocate if they are incorrectly set up, even if the Vendor has completed assembly of their booth space. The Market Coordinator reserves the right to deny placement requests based on the needs of the market as determined by the Market Coordinator, such as to reduce noise pollution or create a more effective pedestrian walkway.

2. Vendor Setup

Setup begins at 8 a.m. and is to be completed before 11 a.m. If a Vendor does not arrive by 9:30 a.m. or does not call/email to inform the Market Coordinator that they will be arriving late, they will forfeit their booth space without refund and will not be permitted to participate in Colony Days the following year. Vehicles are not permitted on lawn areas during setup [or day-parking]. Vendors must not set equipment on sidewalks or other pathways so as to restrict pedestrian traffic. Please be courteous to other Vendors around you trying to set up. We strongly recommend that Vendors unload their entire vehicle before assembling the booth, parking the vehicle, and then returning to assemble their booth.

3. Public Restrooms

Available on East Elmwood Ave just beyond the Palmer Museum. For any concerns about the public restrooms, please contact the City of Palmer Public Works Department at 907-745-3400 for the most immediate assistance. The Market Coordinator and GPCC staff do not have access to the restroom's supply closet.

4. Vendor Booth Display & Recommended Equipment

Each Vendor is responsible for their own method of display. Shelters should be sturdy and must be weighted against winds [100lbs minimum for Palmer wind conditions]. The Market Coordinator may request that questionable shelters be removed. No tables or chairs will be provided for Vendors. There are no electrical outlets for use by Vendors. Vendors must indicate on the application that a generator will be used. Generators must be rated to output fewer than 70 decibels. Vendors using a generator will be asked to submit the make and model of their generator with their application. If a generator is found to be in violation of the decibel restrictions, the Vendor will be asked to cease operations until measures are taken by the Vendor to dampen the sound, at the Vendor's expense.

Food Vendors are required to provide one [1] lined garbage can [32 gal minimum], to be regularly emptied by the Vendor.

Pavilion Vendors: For Vendors requesting a booth space under the pavilion, please be advised that because the spaces are slightly smaller at 9ft x 9ft, a covered canopy tent is not permitted for use in setup. The pavilion offers its own coverage from the elements, but if a Vendor is concerned and wishes to use a canopy, the Market Coordinator will not place that Vendor under the pavilion.

Displays of a professional appearance are highly encouraged, including table coverings and clear signage with the business name. Vendors should plan for inclement weather by having ready for use: a waterproof shelter, weights [100lbs minimum total for Palmer wind conditions], and other items necessary for operation during a variety of weather conditions [See Section 16 "Safety & Weather"]. Bring your sunscreen, bring your galoshes, and sometimes bring both on the same day, because it's Alaska!

5. Vendor Parking

Parking areas closest to the market should remain available for customers; if they find the market inaccessible [and then spread the word], every Vendor loses out on sales. Fortunately, Palmer has free street parking!

Please be aware of the following street closures: S Elmwood from S Valley Way to Chugach St, S Valley Way from E Fireweed Ave to Evergreen St, and on Saturday, S Alaska St And S Colony Way from E Fireweed Ave to Blueberry St [for the parade]. Vendor parking is not permitted in the Palmer Public Library, or the Palmer Museum of History & Art parking lots, which will be in use over the weekend to host various events. All vehicles must be outside of the market area before 10:30am. Vehicles are not permitted to re-enter the market area [indicated by yellow barricades marked "City of Palmer"] until 6:15pm. NO EXCEPTIONS!!! It is understandable that you wish to leave after a long day, but to some Vendors, those last-minute shoppers are crucial. Have some common courtesy, and wait the extra 15 minutes so those last transactions can be completed and most of the customers have dissipated. It should go without saying, but this is also a safety concern for pedestrians.

6. Overnight & Security

Vendors are permitted to leave booths set up overnight throughout the weekend. The GPCC will hire overnight security to patrol the market area and prevent trespassers from entering the market space. Security does not have the ability, however, to prevent the trespass of inclement weather, so it is advised that Vendors remove all product and secure any display equipment from potential weather events.

7. Vendor Booth Disassembly

Vendors are prohibited from breaking down their booth before the close of the Colony Days market at 6pm. Vendor booths should be completely removed by 8pm. Vendors are responsible for cleaning their space, including the removal of all furniture, equipment, trash, plant debris and all other property. All cans and debris are to be removed by the Vendor. Five dumpsters will be contracted from the City of Palmer and located in the parking lot of the Alaska Bible College, on the corner of E Elmwood Ave and Chugach St. If the dumpsters are full by day's end, the Vendor is responsible for removing their own trash from the premises. Dumpsters will be emptied nightly.

Required Documentation, Safety, & Liability

1. Permits & Sales Tax

Each Vendor is responsible for all aspects of sales and cash flow, including data connectivity. All Vendors must obtain a business license with the City of Palmer and collect the City sales tax. Vendors are responsible for payment of the tax to the City of Palmer. Before the event, the Market Coordinator will partner with the City of Palmer Department of Finance to ensure that all Vendors are licensed to operate. Vendors are responsible for complying with all City, State, and Borough licensing requirements. All Vendors must clearly display a sign stating their business name. Signs must be legibly presentable and displayed in a safe manner. Vendors selling regulated products [D.E.C., U.S.D.A., ADF&G, etc.] must have permits and certificates clearly displayed on site.

Permit & License Resources:

City of Palmer Business License:

<https://www.palmerak.org/finance/page/business-license-information>

Mat-Su Borough Business License:

<https://ecommerce.matsugov.us/Pages/default.aspx>

State of Alaska Business License:

<https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx>

[Food Vendors] Food Establishment Permit:

<https://dec.alaska.gov/eh/fss/food/opening/>

1. Safety & Weather

Vendors agree to keep any open flame, or other combustible material[s] away from any canopy or covering, conform to all fire safety requirements, and to maintain an operable and appropriate fire extinguisher on Vendor's premises. Furthermore, Vendors will be responsible

for ensuring their tents, tables, inventory and other items located in their space are securely anchored. Vendors remain solely responsible for any damages caused by items within their leased space and are encouraged to obtain liability insurance in sufficient amounts to cover such potential damages. Food Vendors who are cooking on premises will need to purchase an additional booth space for their cooking apparatus to maintain space from surrounding structures, in accordance with the City of Palmer's Municipal Fire Code. Vendors are encouraged to review the code compliance Vendor handbook compiled by the City of Palmer, accessible online here: <https://growthzonesitesprod.azureedge.net/wp-content/uploads/sites/1565/2022/01/Friday-Fling-Fire-Code.pdf>

Inclement Weather: The Colony Days market is an outdoor market in the frequently volatile weather conditions of Palmer, Alaska. Colony Days goes on rain or shine, and will not be canceled unless weather conditions lead the National Weather Service to issue a warning.

2. Food Safety

All Vendors providing food items [regardless of Vendor category], are required to have a current food establishment permits filed with the State of Alaska's Division of Environmental Health [<https://dec.alaska.gov/eh/fss/food/opening/>]. Active permits must be submitted with Vendor application and prominently displayed during Vendor operations.

Produce must be displayed at least 6" off the ground. Produce should be in reasonably clean condition. Vendors who wish to advertise their produce as organic must be certified under the U.S.D.A. National Organic Program

[<https://www.ams.usda.gov/services/organic-certification/becoming-certified>].

3. Minors

All children must be supervised by a parent or guardian. Children younger than 16 selling a product should be supervised by a parent or guardian. Children who are disorderly or do not use their selling space properly will be asked not to return as Vendors.

4. Banned Substances/Smoke-free Policy

Smoking is not allowed on the market lot, including S Valley Way contained within City of Palmer barricades, and the green space near the gazebo and pavilion. The use or distribution of alcohol, drugs, or any illegal substance is prohibited. The GPCC wants to provide a healthy and safe environment to its patrons, Vendors, exhibitors, volunteers, and employees at Colony Days. This policy will protect the public health by: decreasing the negative health impact of secondhand smoke, discouraging smoking and tobacco use around non-tobacco users [especially children], and by decreasing smoking-related litter and accidents caused by cigarettes. "Smoking" is here defined as burning, inhaling, or exhaling the smoke of any lighted or heated cigar, cigarette, pipe or plant material; or of any lighted or heated tobacco or plant product intended for inhalation, including hookah and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device, which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this document. Violators of this clause will be subject to ejection from premises by the Market Coordinator or GPCC Staff.

5. Advertising

The Market Coordinator will devise and implement an advertising and promotional program to encourage visitors and residents to regularly participate in the festivities and to shop at Vendor's booths as well as established downtown facilities. Quantity of advertising will be dependent upon available revenues from grants, sponsorships, and booth rentals. The Market Coordinator will advertise through radio partners, and on digital platforms, and will devise a schedule as deemed appropriate by the GPCC. The Market Coordinator hosts a central Colony Days website and Facebook account to streamline communication from individual event dates. Vendor Advertising: Vendors must adhere to advertising guidelines to alleviate customer confusion and ensure that general Colony Days queries are fielded by the appropriate GPCC staff member. Vendors publishing their own advertising must ensure their event is not mistaken for the official event homepage. "[Vendor] at Colony Days" is an approved title for individual Vendor advertising. Additionally, while the Colony Days logo may be used in tandem with the Vendor logo for promotional use, the Colony Days logo must not be the most prominent in any design. The Market Coordinator reserves the right to request a Vendor alter their advertising strategy/design to comply with the above clause.

6. Colony Days Enforcement

While the Market Coordinator will devote energy to enforcement of the provisions of the Vendor Agreement, Vendors shall not hold them responsible for any real or perceived lack of enforcement of such provisions. The Market Coordinator and GPCC Staff have the authority and discretion to grant exceptions to policies on an individual basis. Suggested improvements or changes to existing policy may be made in writing and given to the Market Coordinator.

7. Conflicts & Vendor Concerns

Where verbal direction or policy may be interpreted to conflict with the Vendor Agreement, the written policies shall be the prevailing authority. If any Vendor has concerns about other Vendors or operations of Colony Days, they may submit a written grievance to the GPCC Board of Directors. The board will acknowledge the grievance and recommend, in a timely manner, a possible solution to the situation.

8. Cancellation Policy

Vendors are required to give no less than 72 hours' notice for cancellation. Acceptable methods of notice include: phone call, voicemail, email. Failure to notify the Market Coordinator or GPCC Staff will result in a forfeiture of vendor fees and will not be permitted to participate in any of the following year's GPCC markets.

9. Release and Agreement Not to Sue

Vendor releases and forever discharges the Greater Palmer Chamber of Commerce, the City of Palmer, their agents, employees, contractors, and their successors in interest [hereinafter collectively referred to as "Releases"] from all actions, suits, claims, demands, and damages of every kind and nature, whether special, incidental, consequential or otherwise, mature or to mature in the future, arising out of or in any way connected with the relationship created by the Vendor Agreement between the Vendor and the GPCC.

10. Acceptance of Vendor Agreement

Vendor will accept the Terms & Conditions of this Vendor Agreement by checking "I accept" on the Terms & Conditions section of the online Vendor Application. Vendor agrees to comply with all terms defined in the Vendor Agreement.

Market Coordinator Contact Information

The Market Coordinator is available Monday-Friday, 10am-4pm. The Market Coordinator will receive communication via phone call or email. Text messages and direct messages through social media platforms will not be acknowledged. The Market Coordinator will respond to general public inquiry messages on the official Colony Days social media accounts, but will not conduct official Vendor business through social media. A Vendor using unapproved channels to communicate will be redirected to the approved channels to send their request, and no action will be made on the message until it is received through approved channels.

Market Coordinator

Ashlynn Eiman

Phone: 907-745-2880

Email: info@palmerchamber.org

Signature & Agreement of Terms

By signing this agreement, Vendor agrees to adhere to the above-defined terms of agreement.

Print Name:

Signature:

Date:
