



# 2023 Palmer Midsummer Garden & Art Faire Vendor Agreement

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## **1. Location & Hours**

**Location:** Palmer Quad (the lawn area between the Library, the Alehouse, and MSB Borough HQ)

Near 325 E Elmwood Ave Palmer, AK 99645

**Hours:** 10:00am - 6:00pm

**Date:** July 8th, 2023

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Palmer Midsummer Garden & Art Faire [PMGAF] is an outdoor market showcasing Alaskan-made products or services that feature the following themes: Gardening, Agriculture, and Arts & Crafts.

## **2. Product Qualifications**

Products sold must be directly grown, harvested, processed, designed, or crafted by Alaskans. Local businesses who provide a service related to gardening, agriculture, or arts & crafts may participate as well in order to advertise their services. The sale or display of live animals is prohibited. The PMGAF 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. Food Vendors**

The GPCC will contract 10 Food Vendors to operate during PMGAF. Food Vendors are additionally required to carry active food-service related permits as required by the State of Alaska Department of Environmental Conservation [<https://dec.alaska.gov/eh/fss/food/opening/>].

## **4. Application and Confirmation Process**

**Application Availability:** Invitations to apply for PMGAF 2023 will be sent via email to Vendors who participated in PMGAF 2022. Returning Vendor invitations will be sent out March 1st, 2023. Public access to applications will be made available beginning March 15th, 2023 on the PMGAF website [[https:// palmergardenandart.org](https://palmergardenandart.org)]

Vendor applications are available and processed online via the PMGAF website. 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 GPCC 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 a confirmation email from the Market Coordinator.

**Waitlist:** When insufficient space is available, Vendors may yet submit applications. Instead of receiving a confirmation email from the Market Coordinator, the Vendor will receive an email informing them of their placement on the waitlist. If space is found for a waitlisted Vendor, the Market Coordinator will contact Vendors on the waitlist by phone to find a replacement. The Market Coordinator will not leave a voicemail, they will simply move to the next Vendor. Placement will be offered to the first Vendor who accepts the Coordinator’s call and pays for their booth fee.

## **5. Booth Pricing**

Pricing is for a 12ft x 12ft open-air booth space. 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.

## **6. Payment & Invoicing**

Booth fees are due with the PMGAF application. If a Vendor needs to arrange another payment method, please contact GPCC staff to schedule an appointment to apply in-person.

**Payment:** Booth prices initially begin at \$85 per booth. Prices increase to \$115 beginning May 1st, and will increase to \$145 beginning June 1st. Food Vendor fee is \$150. Booth fees are due with the PMGAF application. If a Vendor needs to arrange another payment method, please contact GPCC staff to schedule an appointment to apply in-person. 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.

**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](http://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](mailto:info@palmerchamber.org).

## **7. Booth Assignment**

***Please review the map available for reference on the PMGAF website.*** Booth spaces are 12ft x 12ft. Multiple booth spaces can be purchased. 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 5 "Booth Pricing"](#)].

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 place returning Vendors in 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, 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.

## **8. Vendor Setup**

Setup begins at 7am and is to be completed before 9:45 am. **If a Vendor does not arrive by 9:45 am or does not call to inform the Market Coordinator that they will be arriving late, they will forfeit their booth space without refund and will not be able to participate in the following year's PMGAF.** Vehicles are not permitted on lawn areas for 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.

## **9. Public Restrooms**

Available on East Elmwood Ave next to 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.

## **10. 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.

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 14 "Safety & Weather"](#)]. Bring your sunscreen, bring your galoshes, and sometimes bring both on the same day, because it's Alaska!

## **11. 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! Recommended Vendor parking includes E Elmwood Ave beyond the Borough Building, E Fireweed Ave, and the pavilion parking lot [*don't block the actual pavilion, the Weed Smackdown is hosted there!*].

**Vendor parking is not permitted in the Palmer Public Library, or the Palmer Museum of History & Art parking lots.** Handicap Access Parking is available in the Palmer Museum of History & Art parking lot, but a Vendor must have a current and prominently displayed Handicap Access tag.

All vehicles must be outside of the market area before 9:45 am. Vehicles are not permitted to re-enter the market area 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.**

## **12. Vendor Booth Disassembly**

Vendors are prohibited from breaking down their booth before the end of PMGAF 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. 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.

### **13. 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, **including businesses or nonprofits who are not selling products** [See *City of Palmer Municipal Code 3.16.050* [https://palmer.municipal.codes/PMC/3.16.050\(B\)\(10\)](https://palmer.municipal.codes/PMC/3.16.050(B)(10))]. Vendors are responsible for payment of sales tax to the City of Palmer. Before the start of the season, 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.

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### **Permit & License Resources:**

#### **City of Palmer Business License:**

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

#### **Mat-Su Borough Business License:**

<https://matsugov.us/business-licenses>

#### **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/>

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

## **15. Food Safety**

All Vendors providing food items [*regardless of Vendor category*], are required to have a current food establishment permitted 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>].

## **16. 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.

## **17. Banned Substances/Smoke-Free Policy**

Smoking is not allowed on the PMGAF 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 PMGAF. 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.

## **18. 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.

**Vendor Advertising:** Vendors must adhere to advertising guidelines to alleviate customer confusion and ensure that general PMGAF 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 PMGAF" is an approved title for individual Vendor advertising. Additionally, while the PMGAF logo may be used in tandem with the Vendor logo for promotional use, the PMGAF logo must not be the most prominent. The Market Coordinator reserves the right to request a Vendor alter their advertising strategy/design to comply with the above clause.

## **19. PMGAF 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.

## **20. 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 PMGAF, 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.

## **21. Cancellation Policy**

Vendors are required to give no less than 24 hours notice for any cancellations. 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 Vendor will not be permitted to participate in the following year's PMGAF

## **22. Release and Agreement Not to Sue**

*Vendor releases and forever discharges PMGAF, the City of Palmer, the Greater Palmer Chamber of Commerce, 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 PMGAF.*

### **23. Acceptance of Vendor Agreement**

Vendors will upload a signed copy of the last page of the Vendor Agreement during the time of application. Additionally, Vendors will check “yes” on the Vendor Agreement question in the application. Vendor agrees to comply with all terms defined in the Vendor Agreement.

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## **Market Coordinator Contact Information**

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The Market Coordinator is available Monday-Friday, 9am-5pm. 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 PMGAF 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](mailto:info@palmerchamber.org)



# 2023 Palmer Midsummer Garden & Art Faire

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## Signature & Agreement of Terms

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

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Print Name:

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Signature:

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Date:

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