

Golden Days Street Fair Fees, Information, Rules & Regulations

1. No refunds, subleases, or transfers.

The Greater Fairbanks Chamber of Commerce cannot give refunds due to the fact that the Chamber must pay expenses and administrative costs in advance. The Chamber will not be liable for any damage or expense incurred by vendors in the event the Street Fair is delayed, interrupted, or not held as scheduled. Vendor is not allowed to sub-lease or transfer booth space to another vendor.

2. Space Fees & Applications

Space fees and applications are due by 3pm on Friday, July 19, 2019. The Street Fair will take place rain or shine, please come prepared with your own shelter. The Chamber reserves the right to refuse any application request for entry. Payment of vendor fees does not necessarily constitute approval as a vendor participant in the 2019 Golden Days Street Fair.

3. Provide your own booth needs, in addition to:

- a. A current business license, which must be posted in your booth per the Fairbanks General Code of Ordinance
- b. Trash cans and bags for customer use: Food vendors must bring two (2) trash cans; all other vendors must bring one (1)
- c. Water, tent (sandbags to weigh it down), tables and chairs
- d. Extension cords and heavy-duty duct tape (to secure cords to pavement)
- e. Lots of small change

4. Follow the event schedule & guidelines:

- 11:00pm - Midnight: Trailers may arrive and park in booth location the night before the festival, and MUST fit in booth space
- 7:00am – 9:00am: Vendors arrive; unload; and set-up in their assigned spot. Switching of spots is not allowed.
- 9:00am: Booths must be setup with vehicles removed from streets. Festival will turn vendors away if entering festival after 9:00am due to safety concerns of pedestrian traffic. Vehicles left in the event area will be towed at owner's expense. Please NOTE -- the Golden Days parade begins at 10:00am and streets will begin closing in the Street Fair vicinity at approximately 9:45am.
- 9:00am - 5:00pm: Vendors may only sell from 9am to 5pm.
- 5:00pm - 6:00pm: Pack-up booth and trash. Street Fair ends at 5:00pm. NO vehicles may be brought into the street fair area until after 5:00pm.

5. Be responsible for your own area and cleanup.

Thank you for leaving the grounds as you found them. As mentioned in Rule 3b, Food vendors must provide two (2) trashcans for public use; all other vendors must provide a minimum of one (1) trash can. You are responsible for emptying your trash cans into onsite dumpsters in the Courthouse Parking Lot,; set bags neatly beside if dumpster is full. Trash left in or nearest your booth area after Street Fair ends may result in \$100 fine due upon applying to participate in future Street Fairs. Oil of any kind must be removed in a sealed container and cannot go in drains, dumpsters, the river or on the ground—violating vendors will pay for all cleaning requirements to the Chamber.

6. Submit your Temporary Food Service Permit Application to AK Dept of Environmental Conservation.

DEC is located at 610 University Ave, Fairbanks AK 99701 (907-451-2123). Food vendors must comply with health and fire regulations. Only prepackaged food may be sold from a Retail Booth. No home-prepared food may be sold at the Street Fair. Foods/beverages requiring preparation, portioning, or heating at the Street Fair require a Food Booth. DEC will inspect booths prior to 9am on July 20th.

7. Electricity and Generator Regulations

Upon payment each Food booth with electricity access is permitted ONE appliance per plug-in per outlet. WARNING! DO NOT EXCEED 1,000 WATTS. MUFFLED GENERATORS ARE ALLOWED only if: the sound level does not exceed 70 dB, manufacturers' safety regulations are followed, doesn't cause air pollution problems, and is within your 10'x10' booth. Note: 220-volt electricity will not be available. Please recognize that power downtown is temperamental; to avoid complications we ask that you bring extra power cords as a backup. The use of any electrical system in the downtown area is at your own risk. If the system fails we will not guarantee its ability to function again during the Street Fair.

8. Maintain a family focus at all times.

9. 100% Legal compliance required.

ALL vendors must have a current business license posted in their booths and all relevant certificates/licenses or permits as required by the City of Fairbanks and the State of Alaska, and shall comply with all applicable federal, state and local laws. Vendors are required to carry liability insurance. The use of a gaming permit at this event is strictly prohibited without the prior written permission by the Chamber.

10. Terms of Agreement

This signed agreement is a contract between the vendor and the Chamber which is the event promoter. The undersigned has read, understands, and agrees to comply with the terms of the contract. Noncompliance will result in cessation of activity from event. The signer signifies that he/she is the responsible party and that he/she is authorized to 1) execute on behalf of the group and 2) accept legal process on behalf of the group, and will indemnify, defend, and hold harmless the Greater Fairbanks Chamber of Commerce, the City of Fairbanks, the Fairbanks North Star Borough, the building owners/tenants, parties, successors, assigns, personal representatives, and respective liability insurance carriers, and that they are not responsible for any damage, loss, theft of goods, or personal injury. This obligation shall include responsibility for all damages, costs and attorney fees, and is continuing in nature, extending beyond the event indefinitely. The Chamber is also hereby permitted to use vendor's business name in the promotion of the Street Fair.

Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Greater Fairbanks Chamber of Commerce (GFCC), its Board officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor hereunder, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement, except for damage, loss, or injury resulting from the GFCC's gross negligence or willful misconduct.

A.) Insurance

Without limiting its indemnification, it is agreed that the Contractor shall purchase at its own expense, and maintain in force at all times during the performance of services under this Contract, the insurance and endorsements required under this clause and shall present to the GFCC proof of such insurance and endorsements prior to commencing work. The Contractor shall furnish GFCC with a Certificate of Insurance with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy and this Contract. This is to be identified on all certificates and endorsements. The Contractor agrees, to the extent and in the manner required by the GFCC, to submit for the approval of the GFCC, copies of the policy declaration page or any insurance policies maintained by the contractor specified in connection with the performance of this contract. All insurance must be issued by companies admitted to do business in the State of Alaska and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is a material breach and grounds for termination of this contract. Failure of GFCC to demand such certificates or other evidence of full compliance with these insurance requirements or failure of GFCC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. If Contractor fails to maintain the insurance as set forth herein, GFCC shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

B.) Subcontractors

The Contractor, following award, shall cause each Subcontractor or Sub-subcontractor, prior to commencing work on site, to provide the insurance required under this Contract with the exception of Builders Risk Insurance, and to submit proof of insurance to the GFCC. All Subcontractors and Sub-subcontractors are required to add the GFCC as an additional insured to all policies, with the exception of workers' compensation. All Subcontractors and Sub-subcontractors are to waive subrogation against the GFCC on all policies. Limits for Subcontractors and Sub-subcontractors Commercial General Liability insurance shall be a minimum of \$2,000,000 (two million) per occurrence, unless otherwise stated in the Special Conditions, notwithstanding paragraph 14.f.2. [OPTION: At its discretion, Contractor may modify the minimum limits for Subcontractors and Sub-subcontractors however; failure or inability to secure the required minimum, or fully

adequate insurance or bonding shall in no way relieve the Contractor of the responsibility for its own acts or the acts of any Subcontractors, Subsubcontractors, or any employees or agents of either.]

C.) Notice Period For Proof of Insurance, Change, Cancellation, or NonRenewal

Certificates of Insurance, on a form acceptable to the GFCC, must be furnished to the GFCC within ten (10) days of receipt of the Notice-of-Intent-to-Award. Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage, reduced in limits below minimum required limits, or non-renewed except after sixty days prior written notice, by certified mail, to GFCC.

D.) Limits

All insurance limits are minimum. If the Contractor's, Subcontractors', Subsubcontractors' policies contain higher limits, the GFCC shall be entitled to coverage to the extent of such higher limits. The GFCC, at its sole discretion, may raise or lower the limits. Limits may be a combination of primary and excess (umbrella) policies. If, during any time that insurance is to remain in effect under this Contract, the minimum limits required by this contract are reduced by claims or for any other reason, it will be the responsibility of the Contractor, Subcontractors, or Sub-subcontractors, at their own expense, to reinstate said limits to comply with the minimum requirements and shall furnish to GFCC a new certificate of insurance showing such coverage is in force.

E.) Insurance Required

1. Workers' Compensation and Employers Liability Insurance: Contractor shall maintain workers' compensation and employer liability insurance as required by any applicable law or regulation. The commercial umbrella and/or employers liability limits shall not be less than \$100,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractor waives all rights against the GFCC for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance on ISO occurrence form CG 00 01 07 98 (or a form providing equivalent coverage) with a limit not less than \$2,000,000 (two million dollars) each occurrence not excluding premises, operations, independent contractors, personal/advertising injury, products completed operations, liability assumed under an insured contract (including defense costs and the tort liability of another assumed in a business contract). The GFCC shall be included as an additional insured under the CGL and under the commercial umbrella, if any, using ISO additional insured endorsement CG 20 10 11 85 or its equivalent, which endorsement shall include coverage for GFCC with respect to liability arising out of the completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of GFCC for a period of two years following the completion of the work. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to GFCC. The status of GFCC as an insured under a CGL obtained in compliance with this contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to GFCC. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. Contractor waives all rights against GFCC for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance maintained pursuant to this Contract.