



2024 Friday Fling Vendor Agreement



Friday Fling was established in 2002 in historic downtown Palmer to grow the community and foster economic development by providing a locally focused shopping destination for residents, visitors and tourists. In our mission to promote the downtown Palmer area, we bring quality produce, crafts, and entertainment together in one of the most beautiful surroundings Alaska has to offer. The Greater Palmer Chamber of Commerce [GPCC] began coordinating the operations of Friday Fling in 2019 in continued efforts to promote local commerce.

1. Location & Hours

GPCC office location: 832 S Colony Way Suite A, Palmer, AK

Location: Downtown Palmer Pavilion 720 S Valley Way Palmer, AK 99645 Hours: 11:00am-6:00pm	Dates: <ul style="list-style-type: none">• May 17, May 24, May 31• June 14, June 21, June 28• July 5, July 12, July 19, July 26• August 2, August 9
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Vendors are required to be open for business during market hours despite weather conditions unless prior arrangements have been made with the Market Coordinator [see Section 21 “Cancellation Policy”, Section 14 “Safety & Weather”].

IMPORTANT DEADLINES:

February 26th-March 10th: Open Registration for Returning Vendors

March 11th: Registration Open to the General Public & New Vendors

April 3rd: All fees are due for vendors who have not committed to a full season. For full-season vendors, 50% of fees are due by this date.

May 1st: ALL fees are due for full season vendors.

Application Process & Requirements

1. Alaskan Grown/Made in Alaska

The mission of Friday Fling is to promote the commerce of authentic Alaskan goods. Quality Alaskan grown foods and Alaskan-made handcrafted items are the emphasis of Friday Fling, 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. Protections will last an entire season, regardless of absences [exceptions based on market need for product availability will be determined by the Market Coordinator]. Garage sale type items are prohibited at Friday Fling, no exceptions. The sale or display of live animals is prohibited. The Friday Fling Market Coordinator and GPCC Staff reserve the right to prohibit products with objectionable images, messages, or product implications to be sold. GPCC staff may request photos or other examples of products prior to acceptance.

3. Vendor Categories

Craft 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 DEC [jams/jellies, baked goods, etc.] will still qualify as a craft vendor. Cottage-type 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.

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. Food vendors must provide their entire seasonal menu during application. Specials are exempt from “Main Product” protection, as long as the special is not sold in consecutive weeks. Non-food items for sale must be approved by the Market Coordinator prior to their sale.

Farm Vendors: Farm vendors are defined as those selling products directly farmed via agriculture or animal husbandry [i.e. eggs], with the exception of honey farmed by apiarists. This also excludes other pre-packaged farmed products intended for off-site consumption [such as jams/jellies, nectars, and pickled vegetables]. If a Farm vendor is selling items

purchased from another non-vendor [not to exceed 10% of their sellable goods], signs must be displayed by the vendor attributing credit to the sources of all products. Farm vendors are uniquely exempt from the Cancellation policy [see Section 21, "Cancellation Policy"], due to the Market Coordinator's supreme lack of ability & desire to control Mother Nature. However, farm vendors are asked as a courtesy to let the Market Coordinator know about cancellations with as much advance notice as is possible, so attempts can be made to fill the spot with another vendor.

Multiple booth types may be purchased, but a vendor must purchase the appropriate type of space for its intended use. For example, if a Farm vendor wishes to have a 10ftx10ft food tent in addition to their 10ftx10ft farm tent [for a total 20'x10ft area] so they can make dishes from their farm-fresh produce, they would need to purchase one food tent booth space and one farm booth space. If the vendor in the above example wishes to have a single 10x10 booth where both cooking and selling of produce occurs in the same space, the vendor will be charged the food vendor rate. 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 the 2024 Friday Fling season will be sent via email to vendors who participated in at least three Fridays in 2023. Returning vendor invitations will be sent out February 26th, 2024. Public access to applications will be made available beginning March 11th, 2024. The GPCC reserves the right to not extend an invitation to vendors who have participated in the 2023 Friday Fling season, at the GPCC's discretion. Vendor applications are available and processed online via the GPCC's Friday Fling webpage at www.palmerchamber.org/fridayfling through "Market Spread". This application will have required fields, including State of Alaska business license, City of Palmer business license, food handlers card (if applicable), and image uploads. **Liability and insurance will also be required-** The vendor shall be liable for any damage or injury caused by its products, services, or actions during the event. The vendor shall maintain general liability insurance with coverage of at least \$1 million of general liability insurance and at least \$2 million dollars of aggregate insurance during the event and provide a Certificate of Insurance to the GPCC as proof. The GPCC shall also be added as "additionally insured" to the plan. The Certificate of Insurance must be uploaded to Market Spread within one week of being approved into the market. 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 through Market Spread, they will receive a follow up email acknowledging that the application has been received. They will then receive an additional email once the application has been accepted. Please use Market Spread to reference the vendor spot each week. If a vendor is unable to meet the market requirements outlined in the application, they will receive a message through the Market Spread platform with further instruction or via email. Once a vendor is approved, they will receive an invoice from Market Spread with the fee associated with the application.

Waitlist: When insufficient space is available, vendors may continue to submit applications. Instead of receiving a confirmation email from the Market Coordinator, the vendor will receive a notification from Market Spread stating they are on the “Waitlist”. If space is found for a waitlisted vendor, the Market Coordinator will contact vendors on the waitlist by phone or email 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 tiers for vendor rates are available based on the type of vendor and the number of weeks committed. If the vendor commits to 12 weeks, 1 free day will be given. Please see the chart listed below. Each craft vendor will only be allowed to rent a maximum of 2 spaces.

GPCC members will receive a 10% discount on all vendor fees. Please note that **ALL VENDOR FEES ARE NON REFUNDABLE.**

Fig. 1, Craft Vendor Rates

# Of Booths	1 WEEK	2 WEEKS	3 WEEKS	4 WEEKS	5 WEEKS	6 WEEKS	7 WEEKS	8 WEEKS	9 WEEKS	10 WEEKS	11 WEEKS	12 WEEKS
1	\$75	\$150	\$225	\$300	\$375	\$450	\$525	\$600	\$675	\$750	\$825	\$825
2	\$150	\$300	\$450	\$600	\$750	\$900	\$1,050	\$1,200	\$1,350	\$1,500	\$1,650	\$1,650

Fig. 2, Food Vendor Rates

Pricing Tier	1 WEEK	2 WEEKS	3 WEEKS	4 WEEKS	5 WEEKS	6 WEEKS	7 WEEKS	8 WEEKS	9 WEEKS	10 WEEKS	11 WEEKS	12 WEEKS
Tier 1: 10ft Tent	\$75	\$150	\$225	\$300	\$375	\$450	\$525	\$600	\$675	\$750	\$825	\$825
Tier 2: 11ft-20ft Truck	\$150	\$300	\$450	\$600	\$750	\$900	\$1,050	\$1,200	\$1,350	\$1,500	\$1,650	\$1,650

Tier 3: 21ft-30ft Truck	\$225	\$450	\$675	\$900	\$1,125	\$1,350	\$1,575	\$1,800	\$2,025	\$2,250	\$2,475	\$2,475
Tier 4: 31ft-40ft Truck	\$300	\$600	\$900	\$1,200	\$1,500	\$1,800	\$2,100	\$2,400	\$2,700	\$3,000	\$3,300	\$3,300
Tier 5: 41ft-50ft Truck	\$375	\$750	\$1,125	\$1,500	\$1,875	\$2,250	\$2,625	\$3,000	\$3,375	\$3,750	\$4,125	\$4,125

Farm vendors pay a Fixed rate of \$25 per week for each 10ft x 10ft booth space.

Pricing is for a 10ft x 10ft booth space. Vendors may purchase up to 2 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. There will be no subletting of spaces. All fees are non-refundable.

6. Payment & Invoicing

Payment Due Dates: Full-season commitments will allow the vendor to spread their total balance over multiple payments. 50% of the total balance must be paid by April 3rd, 2024. The remaining balance is due May 1st, 2024. Single-week vendors or vendors who choose less than a full season will need to have all invoices paid by April 3rd, 2024. Single-week vendors are placed on a first-come, first-serve basis to those with completed and approved applications. Vendors may not set up unless applications are approved, business/food-handling licenses are provided, and fees are paid by above deadlines.

Invoice Delivery & Payment: When a vendor's application is approved, they will receive a confirmation email from Market Spread. An additional email will be sent from Market Spread with the invoice for the approved days. Payments made via debit or credit card can be made on your Market Spread account. Cash or check is also accepted, but must be dropped off at the Palmer Chamber of Commerce office in person. Make checks payable to Greater Palmer Chamber of Commerce [GPCC]. 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 cashier's check to the Market Coordinator within five days and prior to the vendor's entry to another market day.

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. Questions about joining the GPCC can be directed to the GPCC office at 907-745-2880 or info@palmerchamber.org.

Operations

7. Booth Assignment

Please review the Friday Fling Map available for reference on the Market Spread website.

Vendors may lease a 10ft x 10ft open air space.

- Full-season vendors will be given space preferences first over single day vendors.
- Non-Profit Organizations will be scheduled weekly in the reserved space 21.
- Active GPCC members will be scheduled weekly in the reserved space 22.

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. **Grass areas and sidewalks behind vendor spaces are not included in the rented space. The grass will not be a part of the 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.

8. 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 be subject to the Cancellation Policy [see Section 22 "Cancellation Policy"].

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.

9. 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.

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. The City of Palmer has repeatedly asked that the Museum & Library parking lots not be used by vendors for long-term parking during the day. Fortunately, Palmer has free street parking!

Recommended street parking includes E Elmwood Ave, and E Fireweed Ave. S Alaska St and S Colony Way are also frequented by the shared customers of Friday Fling and businesses on

those streets, so the GPCC asks that vendors avoid parking there to continue fostering harmonious relations with other businesses.

Again, 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 10:30am. Vehicles are not permitted to re-enter the market area [indicated by yellow barricades] 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. Please have common courtesy, and wait the extra 15 minutes so those last transactions can be completed and most of the customers have dissipated. This is also a safety concern for pedestrians.

12. Vendor Booth Disassembly

Vendors are prohibited from breaking down their booth before the close of the Friday Fling 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. One 8-yard dumpster will be contracted from the City of Palmer and located at the Palmer Museum of History & Art for vendor use. If the dumpster is full by day's end, the vendor is responsible for removing their trash from the premises. The dumpster will be emptied weekly.

Required Documentation, Safety & Liability

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 and collect the City sales tax. Vendors are responsible for payment of the 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.

Permit & License Resources:

City of Palmer Business License:

<https://www.palmerak.org/Finance/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/>

14. Liability and Insurance

The vendor shall be liable for any damage or injury caused by its products, services, or actions during the event. The vendor shall maintain general liability insurance with coverage of at least \$1 million of general liability insurance and at least \$2 million dollars of aggregate insurance during the event and provide a Certificate of Insurance to the GPCC as proof. The GPCC shall also be added as “additionally insured” to the plan. The Certificate of Insurance must be uploaded to Market Spread within one week of being approved into the market.

15. 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 the 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://greaterpalmerchamberofcommercemarch262020.growthzoneapp.com/ap/CloudFile/Download/LbljBkwp>

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

16. Food Safety

All vendors providing food items [regardless of vendor category], are required to have a current food establishment permit 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>].

17. 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.

18. Banned Substances/Smoke-free Policy

Smoking is not allowed on the Friday Fling 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 Friday Fling. 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.

19. 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 Friday Fling Facebook account to streamline communication to the public and hosts the Friday Fling event page at PalmerChamber.org to put information out

Vendor Advertising: Vendors must adhere to advertising guidelines to alleviate customer confusion and ensure that general Friday Fling 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 Friday Fling" is an approved title for individual vendor advertising. Additionally, while the Friday Fling logo may be used in tandem with the vendor logo for promotional use, the Friday Fling 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.

20. Friday Fling 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.

21. 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 Friday Fling, 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.

22. 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 \$50 cancellation fee. Fees must be paid before the vendor is permitted to continue participation in Friday Fling. If a vendor has not paid fees by season's end by 6pm on August 16th, 2024, the vendor will not be permitted to apply for the following season.

23. Release and Agreement Not to Sue

Vendor releases and forever discharges Friday Fling, 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 Friday Fling.

24. 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.

Market Coordinator Contact Information

The Market Coordinator is available Monday-Friday, 10am-3pm. The Market Coordinator will receive communication via phone call, email, or through the Market Spread platform. 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 Friday Fling 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

Michele Reina

Phone: 907-745-2880

Email: info@palmerchamber.org

GPCC Office: 832 S Colony Way Suite A, Palmer, AK

Signature & Agreement of Terms

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

Print Name:

Signature:

Date:
