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## 2024 TUCSON FESTIVAL OF BOOKS FOOD VENDOR AGREEMENT

*Agreement between Tucson Festival of Books, LLC (TFOB) and Food Vendor*

1. The 2024 Tucson Festival of Books is subject to and will adhere to COVID-19 rules and requirements of the Pima County Health Department and the University of Arizona in force at the time of the Festival, which may include masking and social distancing. By executing a contract to participate at the 2024 Tucson Festival of Books, Food Vendors agree to comply with those provisions.
2. In order to be a Food Vendor and sell food / beverages at the 2024 Tucson Festival of Books (the Event) you must first apply for consideration, meeting all deadlines identified on the TFOB website. Food Vendors will be notified of their status and must meet registration and payment deadlines outlined in email communication. The TFOB reserves the right to allow or refuse participation by any company or organization at its sole and absolute discretion.
3. Food Vendor may distribute printed advertising, samples and souvenirs and may perform music, have costumed characters and display artwork only from within the Food Vendors' own booth; provided that all distributed, performed or displayed materials ("Food Vendor Material") shall be subject to the approval of the TFOB, in its sole and absolute discretion. In addition, Food Vendor shall be solely responsible for obtaining (and warrants to the TFOB that it has obtained) all necessary licenses and permissions to distribute, perform or display any Food Vendor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws.
4. The Food Vendor Contacts shown in this contract are authorized to make all decisions regarding food vending and to execute this Agreement on behalf of the Food Vendor.
5. Due to a contract with the University of Arizona, all beverages sold by vendors must be CocaCola brands including Dasani water. No competing beverages may be sold (with the exception of lemonade and coffee by Festival approved lemonade and coffee vendors). Selling any other type of beverage is in violation of Festival policy and may result in a Food Vendor being excused from the Festival without a refund of fees. Beverage pricing will be determined at the time of the Event by the beverage sponsor.
6. Food Vendor hereby grants to the TFOB, or its designees, non-exclusive permission to use its (and its agents') voice, image and likeness in any photographic, digital or audio recording in any manner and in all media, in perpetuity.
7. Food Vendor shall, and does hereby, indemnify, defend and hold harmless the TFOB, and the Event sponsors and their employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs) for injury, loss, or damage to property or persons (including death) arising out of Food Vendor's activities in connection with the Event or any breach of any representation, warranty or covenant in this contract.
8. The TFOB, Event sponsors and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' fees and costs) arising out of any injury, loss or damage to the person or property of Food Vendor, its employees, representatives or agents, except to the extent arising out of the sole negligence of the TFOB or Event sponsors.
9. All Food Vendors conducting business at the University of Arizona must provide a certificate of insurance approved by TFOB and the University of Arizona. Specific details related to insurance coverage are provided in

the Food Vendor Handbook.

10. Food Vendor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of the TFOB in such amounts acceptable to the TFOB. Evidence of such insurance shall be provided to the TFOB promptly upon its request.

11. Food Vendor shall pay all sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Food Vendor's participation in the Event. Food Vendor shall indemnify, defend and hold the TFOB harmless for any taxes (including fees and penalties, if any) required to be paid by the TFOB in connection with Food Vendor's activities under this contract. Food Vendor shall provide the TFOB with all requested documentation to evidence Food Vendor's compliance with tax laws and rules.

12. If for any reason the Event is cancelled or rescheduled, Food Vendor's sole remedy shall be the recovery of the fees paid pursuant to this contract (on a pro-rata basis if only a portion of the Event is canceled).

13. Under no circumstances shall the TFOB be liable for consequential, indirect, special or punitive damages or profits of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.

14. Failure to adhere to any deadlines set forth in this agreement may result in forfeiture of related benefits. Food Vendor may not assign this contract or trade, sell, share or otherwise transfer the advertising or vending rights granted herein. This Agreement shall become void and of no further force or effect in case of such an assignment.

15. Waiver of any term of this contract or failure of the TFOB to terminate this contract on account of any breach by Food Vendor shall not be deemed a waiver of the TFOB's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach of Food Vendor.

16. This contract, together with any exhibits or attachments and the rules and regulations of TFOB, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. Food Vendor agrees that no representations of any kind have been made to Food Vendor by the TFOB or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

17. This contract shall be governed by the laws of the State of Arizona. This contract shall be deemed to be entered into and performed in the County of Pima, where the principal office of the TFOB is located, and such County shall be the forum of any legal action relating to this contract.

18. The parties agree that all claims and disputes arising from or related to this contract shall be subject to mediation and any matters not settled by mediation will be subject to binding arbitration. Unless the parties agree upon a mediator or an arbitrator within 20 days of notice from a party, the mediator and/or arbitrator shall be chosen by the Chief Civil Judge in the Superior Court in and for the County of Pima. The parties shall share equally in the cost for mediation and arbitration. The prevailing party shall be awarded reasonable attorneys' fees, costs of arbitration and any expert witness fees and costs.

19. All appropriate fees must be paid in full by December 15, 2023.

20. Food Vendor booth locations are assigned by the Festival Food committee based on:

- a. Prior participation in the Festival;
- b. menu selection;
- c. completed application; and
- d. receipt of payment in full.

Food Vendors may not relocate themselves. Location assignments by the Festival are final.

21. Communication with the TFOB Food Committee shall be addressed via email to [Food@TucsonFestivalofBooks.org](mailto:Food@TucsonFestivalofBooks.org)

Food Vendor Options	Cost (payable by December 15, 2023)
Food Court Corner – 10x20 Tent	\$1,500
Food Court Interior – 10x20 Tent	\$1200
Snack Vendor – 10x20 Tent	\$1100
Snack Vendor – 10x10 Tent	\$900

**Cancellation Policy:** If this Agreement is cancelled by Food Vendor for any reason whatsoever, a 50% cancellation penalty shall be paid by the Food Vendor. All cancellations must be in writing and emailed by December 15, 2023. No refunds given after December 31, 2023.