



## 2015 Tucson Festival of Books

# EXHIBITOR HANDBOOK

A Celebration of Books, Authors, Literacy and Reading

Saturday, March 14 & Sunday, March 15, 2015

(revised August 2014)

Festival Contacts:

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Exhibitor Committee Co-Chairs

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## Contents

2015 TUCSON FESTIVAL OF BOOKS EXHIBITOR AGREEMENT .....	3
TUCSON FESTIVAL OF BOOKS – EXHIBITOR INFORMATION & INSTRUCTIONS.....	5
Event Location and Information:.....	5
Cancellation Policy:.....	5
Exhibitor Contract:.....	5
Types of Material Acceptable for Sale: .....	5
Licenses, Taxes & Permits: .....	5
Staffing Requirements: .....	5
Security:.....	5
Telecommunications, Internet or ISDN Services:.....	5
Booth Package:.....	6
Drayage: .....	6
Optional Electrical Service:.....	6
Booth Assignment & Placement: .....	7
Booth Décor: .....	7
Moving Exhibitor Merchandise:.....	7
Inventory Management:.....	7
Exhibitors are Expected to Bring: .....	7
Exhibitors are Advised to Bring:.....	8
Author Signings:.....	8
Costumed Characters:.....	8
Crowd Control and Auxiliary Signing Areas: .....	8
Exhibitor Load-In Appointment (prior to Festival):.....	8
Exhibitor Parking Pass & Load-In Zone Placards:.....	8
Care of Booth Space: .....	8
TUCSON FESTIVAL OF BOOKS – GENERAL INFORMATION .....	10
Festival Website:.....	10
Exhibitor Relations: .....	10
Festival Parking: .....	10
Emergencies & First Aid:.....	10
Lost & Found Children:.....	11
Lost & Found Items:.....	11
Dining & Food Services: .....	11
Questions: .....	11

## **2015 TUCSON FESTIVAL OF BOOKS EXHIBITOR AGREEMENT**

### ***Agreement between Tucson Festival of Books, LLC (TFOB) and Exhibitor***

1. In order to rent a booth and exhibit at the 2015 Tucson Festival of Books (the Event), you must either sell books, book related products or promote a literacy, literary or educational orientation program or be engaged in business which provides a public benefit. Sponsors are exempt from these criteria. The TFOB reserves the right to allow or refuse participation by any company or organization at its sole and absolute discretion.
2. Exhibitors may distribute printed advertising, samples and souvenirs and may perform music, have costumed characters and display artwork only from within the Exhibitors' own booth; provided that all distributed, performed or displayed materials ("Exhibitor Material") shall be subject to the approval of the TFOB, in its sole and absolute discretion. In addition, Exhibitor 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 Exhibitor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws.
3. The Exhibitor Contacts shown in this contract are authorized to make all decisions regarding exhibiting and to execute this Agreement on behalf of the Exhibitor.
4. Exhibitors hereby grant 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.
5. Exhibitor 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 Exhibitor's activities in connection with the Event, or any breach of representation, warranty or covenant in this contract.
6. 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 Exhibitor, its employees, representatives or agents, except to the extent arising out of the sole negligence of the TFOB or Event sponsors.
7. Exhibitor 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.
8. Exhibitor shall pay all sales or other taxes, fees and assessments required by any applicable federal, state or local law in connection with Exhibitor's participation in the Event. Exhibitor 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 Exhibitor's activities under this contract. Exhibitor shall provide the TFOB with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
9. If for any reason the Event is cancelled or rescheduled, Exhibitor'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).
10. 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.

11. Failure to adhere to any deadlines set forth in this agreement may result in forfeiture of related benefits. Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the advertising or vending rights granted herein. TFOB expressly prohibits Exhibitors from charging a third party any fee to display and/or sell product belonging to the third party. This Agreement shall become void and of no further force or effect in case of such an assignment.
12. Waiver of any term of this contract or failure of the TFOB to terminate this contract on account of any breach by Exhibitor 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 Exhibitor.
13. 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. Exhibitor agrees that no representations of any kind have been made to Exhibitor 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.
14. 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.

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.
15. ALL APPROPRIATE FEES MUST BE PAID IN FULL BY NOVEMBER 15, 2014.
16. Exhibitors may not relocate themselves. Location assignments by the Festival are final.
17. Communication with the TFOB Exhibitor Committee shall be addressed via email to [Exhibitor@TucsonFestivalofBooks.org](mailto:Exhibitor@TucsonFestivalofBooks.org)

**CANCELLATION POLICY:** If this Agreement is cancelled by Exhibitor for any reason whatsoever, a 50% cancellation penalty shall be paid by the Exhibitor. All cancellations must be in writing and emailed by October 31, 2014. No refunds given after November 30, 2014.

# TUCSON FESTIVAL OF BOOKS – EXHIBITOR INFORMATION & INSTRUCTIONS

## Event Location and Information:

**Location:** University of Arizona campus  
**Dates:** Saturday, March 14, 2015 9:30am to 5:30pm  
Sunday, March 15, 2015 9:30am to 5:30pm  
**Admission:** The Festival is free and open to the public  
**Website:** [TucsonFestivalofBooks.org](http://TucsonFestivalofBooks.org)  
**Rain Policy:** The Festival will be held rain or shine

**Cancellation Policy:** 50% cancellation penalty. All cancellations must be in writing and emailed by October 31, 2014. No refunds given after November 30, 2014.

**Exhibitor Contract:** This Exhibitor Handbook provided to each Exhibitor is considered part of the binding contract between the Exhibitor and the Festival. PLEASE BRING THE EXHIBITOR HANDBOOK WITH YOU.

**Eventualities:** In case the facilities shall be destroyed by fire, or the elements, or by any cause, or in case any other circumstances make it impossible for Festival Management to permit the contracted space to be occupied by the Exhibitor, this agreement will terminate. The Exhibitor agrees to waive any claim for damages or compensation except the pro rata return of the amount paid for the exhibit space.

**Types of Material Acceptable for Sale:** Exhibitors are permitted to primarily sell books and book related merchandise (appropriate for a family-oriented audience). The Tucson Festival of Books reserves the right to deem certain materials to be inappropriate for sale and / or display.

**Licenses, Taxes & Permits:** Exhibitors shall obtain at their own cost and expense any necessary licenses and official permits required for the purpose of selling items at the Tucson Festival of Books. Festival Management may require copies of all applicable permits. The individual company must collect and remit to the proper municipal or state agencies all applicable local and / or state taxes.

A Temporary Resale Permit may be obtained from:

**Arizona Department of Revenue**

**City of Tucson\***

<http://www.aztaxes.gov>

<http://cms3.tucsonaz.gov/finance/business-information>

\*For questions about the City of Tucson, please contact the Finance Analyst Department: 520.791.4566

**Staffing Requirements:** Exhibitor must have their booths staffed continuously during the following hours:

Saturday, March 14 9:00am - 5:30pm

Sunday, March 15 9:00am - 5:30pm

**The Festival opens to the public at 9:30am and closes at 5:30pm**

**Security:** The Festival will provide security throughout the Festival and overnight on Saturday evening. No other guards or exhibitor staff will be allowed on the Festival grounds overnight. Our security staff will roam the grounds but will not be stationed at one particular booth. **Exhibitors that leave materials in their booths do so at their own risk.** If you are concerned about the safety of your equipment or product, you are encouraged to remove such items from the booth. Vehicle access to load-in areas is not allowed on Saturday evening. ***Please be advised that there will be no overnight storage service provided by the Festival.***

**Telecommunications, Internet or ISDN Services:** No phone lines are available for booths. Exhibitors are encouraged to bring cell phones for communication and processing of credit cards. UA Public WiFi service is available without charge in the UA Mall area, however there is no guarantee of connectivity. Please refer to <http://www.uits.arizona.edu/services/wireless> for details.

**Booth Package:** Standard booth packages include:

- **Interior Booth:** One 10'x10' canopy – 100 square feet of exhibit space with two vinyl sides and one back wall. One 6' table and two folding chairs per interior booth. An image of a regular 10'x10' booth is provided.



- **Corner Booth:** One 10'x10' canopy – 100 square feet of exhibit space with one vinyl side and one back wall. Two 6' tables and four folding chairs per corner booth.
- All booths are completely white; banners are affixed to the front of the booth (if a corner is purchased, banner is placed on both open sides). Configuration is altered if multiple booths are ordered.
- Additional tables, chairs and equipment may be rented with prior arrangements – specific information will be provided in Exhibitor confirmation email.
- One booth banner (installed prior to exhibitor arrival). Only official Festival booth signage may be displayed on the exterior of exhibitor booths and may not be covered. *NOTE: Any signage used in violation of these regulations will be removed. The booth banner is the property of the TFOB and must be left in place at the conclusion of the Festival.*
- One Exhibitor Listing on-line on the Tucson Festival of Books webpage and a printed listing in the Arizona Daily Star Festival insert published the Sunday prior to the Festival.
- One loading zone placard per contract for access to assigned load-in zone at the Festival which serves as a parking pass on the University of Arizona campus (good both days of the Festival).
- One Exhibitor parking pass per 10'x10' booth.
- Basic 110v electricity may be purchased for an additional fee.
- *Exhibitors will be charged for equipment provided by the Festival that is missing from their booth(s) at the end of the Festival.*

Exhibitors may furnish their booths with their own tables, storage shelves, etc., as long as all items conform to the guidelines herein. Tables and other furniture may be placed anywhere in an exhibitor's booth as long as all furniture stays within the dimensions of the booth and set-up does not pose a safety hazard.

**Drayage:** Exhibitors may arrange for drayage of goods through Arizona Party Rental. Arrangements must be made no later than Monday, February 23, 2015. Payment arrangements for these optional services are made directly between the exhibitor and Arizona Party Rental. Specific information will be provided in Exhibitor confirmation email.

**Optional Electrical Service:** Exhibitors have the option to order electrical service at an additional cost. If you did not pre-order electrical service and wish to do so after registering, please contact [Exhibitors@TucsonFestivalofBooks.org](mailto:Exhibitors@TucsonFestivalofBooks.org) to arrange for electrical service and pay the fee. Electrical service is restricted to specific booth locations.

**Booth Assignment & Placement:** The Festival assigns booth spaces at its sole discretion. The Festival does not guarantee that any Exhibitor will be assigned a specifically requested space. You will be informed of your assignment in February. The Festival of Books booth assignment process is extraordinarily complex. The complexity results from a strong effort to place booths in safe locations within a limited space while maintaining a high quality guest experience.

Festival management strives to make the booth assignment process fair and balanced. Several factors are considered in making each assignment. Primary factors used for placement are previous year(s) as a Festival Exhibitor, the date the Festival receives your completed application and collection of booth payment in full.

Festival staff reads the requests for booth placement provided at registration. In each case, an attempt is made to fulfill the request. Festival staff may contact Exhibitors by telephone during the booth assignment period to ask for a clarification of their request.

**Booth Décor:** Each Exhibitor booth measures 10' feet high (nominal), with white vinyl side- and back-walls. Exhibitors must not take down or change the location of any booth side-walls. **Exhibitors may not bring their own booths or their own canopies.**

- Display items must conform to the interior dimensions of the booth and must not be affixed to the wall, sides or roof of the booth.
- If exhibitors wish to hang items from inside the booth, the item must be hung from the rear horizontal metal frame tubing (approximately 8' from the ground). Weight of all items to be hung in a booth cannot exceed a total weight of 10 pounds. No signs may be hung on exterior side- or exterior back-walls.
- No items may extend beyond the dimensions of the booth. Any items that do so will be removed. No A-frames, stations or propped-up boards will be allowed in front of the booth.
- No whips or flags are allowed to be mounted or attached to the booth or displayed outside of booth.
- Exhibitors are not allowed to bring their own generators.

**Moving Exhibitor Merchandise:** Due to UA regulations, Exhibitors may not drive up to their booth. The Exhibitor load-in system enables Exhibitors to get to designated loading zones near their booth while remaining off the pedestrian walkways. Exhibitors are responsible for moving merchandise and equipment from their vehicles at the assigned loading zone to their booth(s). Please bring hand-trucks or wagons to assist in the movement and restocking of supplies.

**Inventory Management:** Exhibitors are advised to have enough product for the entire day at their booth. The loading zones used for load-in each morning prior to the Festival's opening are not accessible by vehicle after 8:00am.

**Exhibitors are Expected to Bring:**

- Books and other related merchandise.
- Parking / loading zone placards (will be provided at load-in appointment).
- Equipment to decorate the interior, other than what's provided in your standard booth package.
- Table covers for your 6' table(s) (we recommend a fresh set for each day of the event).
- Plastic trash bags and a trash can to dispose of your trash.
- Sufficient funds (cash and coins) and credit card forms to handle purchase payments.
- City of Tucson Business Tax & License (if you are selling items). Please refer to the information provided by the City of Tucson to understand your responsibilities.



### **Exhibitors are Advised to Bring:**

- Boxes and sealing tape for moving, storing and shipping your merchandise.
- Pens, markers and other writing instruments you may need.
- Extra clothes to dress in layers (the morning can be chilly and then the day typically gets warmer).
- Sun block, sunglasses and hats if you think you might need them.
- Inexpensive plastic tarps, especially to cover merchandise and the openings to your booth overnight.

**Author Signings:** Exhibitors may arrange for authors to sign books in their booths. In February, you will receive an email with instructions for scheduling book signings that will be listed on the Festival website in your on-line Exhibitor Listing and printed in the Festival newspaper insert. If you are inviting an author who is presenting at the Festival, please note that Festival programs and book signings take priority over all other activities.

**Costumed Characters:** Festival staff must approve appearances of costumed characters. Exhibitors considering inviting or arranging costumed characters to appear in their booth(s) must obtain this approval at least one week prior to the Festival.

**Crowd Control and Auxiliary Signing Areas:** Safe and unobstructed walkways must be maintained throughout the Festival footprint. Any activity in or around booths that obstructs the public may be constrained or curtailed at the sole discretion of the Festival. In addition, the Festival reserves the right to shut down or move an author signing taking place in an exhibit booth at its sole discretion.

**Exhibitor Load-In Appointment (prior to Festival):** Your Exhibitor load-in appointment is the time during which you will load-in and set-up your booth. Load-in is scheduled when the Festival is closed. However, please use extreme caution when driving and moving materials on the Festival grounds.

Around March 1, you will receive an email from the Exhibitor Committee assigning you to a specific arrival location and load-in time. Please bring the appropriate amount of help for your load-in as the mall will be very busy and parking is limited.

**Exhibitor Parking Pass & Load-In Zone Placards:** When you arrive at your load-in appointment (as described in preceding section), a Festival traffic coordinator will greet you and provide the load-in zone placard / Exhibitor Parking Pass. You will then be directed to the load-in zone nearest your booth. *NOTE:* You may bring only one vehicle per 10'x10' booth for load-in. You should select a vehicle with sufficient capacity to complete your load-in during one trip.

The placard / parking pass will indicate your assigned load-in zone nearest your booth. Your placard / parking pass must be clearly displayed on your dashboard while your vehicle is temporarily parked in your assigned load-in zone during your load-in time period and in the Exhibitor parking area. You have no more than 45 minutes to unload your vehicle and proceed to the Exhibitor parking area. As you can understand, the time limit will be strictly enforced. Exhibitors unloading at a time or zone other than the one to which you have been assigned or leaving your vehicle in the load-in zone beyond the allowed time risk having their vehicle ticketed and / or towed. Specific details related to Exhibitor parking will be provided via the load-in email instructions. Additional parking information will be available on the Festival website. Please safeguard your placard / parking pass in order to be admitted to the load-in zone and Exhibitor parking areas each day of the Festival.

**Care of Booth Space:** Festival Management will ensure cleanliness of aisles and common areas, but each Exhibitor is responsible for keeping their booth space clean and in good order. Exhibitors are solely responsible for safe storage and operation of exhibits and equipment.



**All Items Must Stay Within Your Booth:** All tables, chairs and display items must stay within your exhibit booth. No item of your booth can extend beyond the point at which your tent ends. If any of your materials are positioned outside of your booth you will be asked to move them.

**No Flammable Materials and No Combustible Decorations:** The UA Fire Department requires that all materials used in your booth are flame-retardant. No open flames, heaters, candles, incense burners or similar paraphernalia will be permitted in or around Exhibitor booths. As of August 25, 2014, the University of Arizona is a tobacco-free campus. No smoking is allowed.

**Sound Level:** No amplified sound in or around your booth is permitted. Festival Management reserves the right to determine at what point sound constitutes interference with other Festival Venues and / or Exhibitors.

**Distribution of Literature:** Distribution of literature, samples, business cards or any type of giveaway items must be done from within your booth space only. Exhibitors are not allowed to wander through the Festival to solicit visitors, sell products or promote activities. Please utilize social media and other forms of publicity in advance of the Festival.

**Saturday Night:** Before you leave your booth on Saturday night:

- Seal any trash in a trash bag and place the bag directly in front of your booth.
- Break down any boxes you may want to have recycled.

There will be some ground moisture on Saturday night; please take the appropriate precautions to move product from the floor of your booth. Please be aware that water may drip down from the top of the interior of the booth. It is suggested that you put up some sort of tarp over the front of your booth or over your product and equipment order to protect them from the elements and as a security precaution.

**Exhibitor Load-Out (Sunday after 5:30pm):** Festival Security will authorize load-out to commence following the Festival's 5:30pm close. Vehicles will not be allowed access to a loading zone until authorization is given by a security volunteer to permit motor vehicle traffic in the restricted areas. Exhibitors must have all merchandise and equipment consolidated and ready to be loaded before driving their vehicles to the loading area.

***EXHIBITORS MUST REMAIN OPEN UNTIL 5:30PM ON SUNDAY - NO EARLY BREAKDOWN***

All Exhibitors must maintain their booth intact and staffed until Sunday Festival closing at 5:30pm. Failure to do so will result in not being invited to participate in future Festivals.

***ONLY ONE VEHICLE PER 10'x10' BOOTH – SHOW YOUR LOAD-IN PLACARD AT ACCESS ENTRY POINT***

You will enter at the same UA Mall access entry point that was accessed for Load-In. You may bring only one vehicle through the Exhibitor Vehicle Entrance for Load-Out. You should select a vehicle with sufficient capacity to complete your load-out in one trip.

**Key things to remember when moving out on Sunday:**

- Please remove everything from your booth that you; please break down boxes to be recycled.
- The Festival will remove booth banner, all tables, chairs, and other equipment provided for the booth after Exhibitors depart. *Exhibitors will be charged for equipment provided by the Festival that is missing from their booth(s) at the end of the Festival.*
- Place all bagged trash at the front of your booth for pickup at 5:30pm on Sunday evening.
- **Clean-up Fee:** *Exhibitors who fail to remove all product and materials from their booth(s) will be charged a \$100 clean-up fee per 10'x10' space.*

**Exhibitor Listing:** As an Exhibitor, you are provided with one vendor listing. The descriptive information that you provide when you register (including your website link, Facebook page and Twitter handle) is posted on-line on the Festival website and via mobile apps. This information will also be published in the Arizona Daily Star newspaper's Festival of Books special section on the Sunday preceding the Festival. Copies of the special section are available at the Festival. Your contact information will enable Festival attendees to locate your Booth at the Festival as well as to separately contact you.

**CANCELLATION POLICY:** If this Agreement is cancelled by Exhibitor for any reason whatsoever, a 50% cancellation penalty shall be paid by the Exhibitor. All cancellations must be in writing and emailed by October 31, 2014. No refunds given after November 30, 2014.

## **TUCSON FESTIVAL OF BOOKS – GENERAL INFORMATION**

**Festival Website:** The Festival of Books website is [TucsonFestivalofBooks.org](http://TucsonFestivalofBooks.org). We encourage you to surf the site prior to the Festival. There is an enormous amount of information available regarding the authors, exhibitors, programs and special events. Thousands of people are involved with the Festival and you will gain a sense of the community's active involvement in the event. If you are booking overnight accommodations, please refer to the discounts available from hotel and motels listed on the website. Please mention that you are participating in the Tucson Festival of Books.

**Exhibitor Relations:** Volunteers will wear brightly colored Festival T-shirts. Volunteers will assist you with your questions and monitor general Exhibitor rules and regulations. They will patrol your area and work to solve any problems in a timely manner.

**Festival Parking:** As described on the Festival website, there is an enormous amount of free parking available around the University of Arizona for use by the general public during the Festival of Books. As an Exhibitor, you will be provided one parking pass per 10'x10' booth for your use in the reserved Exhibitor parking area – please see the section titled "Exhibitor Parking Pass & Load-In Zone Placards" for more information.

### **Emergencies & First Aid:**

**Medical Emergencies:** The Tucson Festival of Books will have a compliment of onsite emergency medical personnel. If an emergency medical situation arises at or near your booth, you can contact the appropriate personnel through the following:

- The closest Festival Information Booth
- The First Aid Tent
- Any Security Volunteer
- Any Festival volunteer and staff with walkie-talkie's

You will need to give the dispatcher or other personnel your name, the injured person's exact location (booth name, booth number, location in the Festival), and the medical condition.

**Minor Injuries:** The Festival has First Aid Stations located at the East and West end of the mall area. Please consult the Festival map for the exact locations. If the injury is non-life-threatening and the patient can safely walk, they should be directed to a First Aid Station for care and treatment. The First Aid Station can dispense items such as aspirin or other pain relievers, and administer first aid for cuts, scrapes, exhaustion, etc. All Emergency Medical Personnel for the Festival are dispatched from the First Aid Station, so if you cannot locate a medical technician, you may visit the First Aid Station for help.

**Lost & Found Items:** Items lost during the Festival should be turned into the Lost and Found Booth or the closest information booth in your zone. Items will be kept until the end of the day on Sunday then forwarded to the Student Union Information Desk which serves as the central lost and found for the UA campus.

**Lost & Found Children:** A child who has become separated from his or her parent or guardian is a critical situation at the Festival due to the size and number of attendees. If a lost child is found at your booth, please ask that child to stay at your booth. Stay with the child and send *someone else* to report the situation to any of the following:

- The closest Festival Information Booth
- The First Aid Tent
- Any Security Volunteer
- Any Festival volunteer with a walkie-talkie

The person you send will need to know your booth name and number, your booth location in the Festival and the child's name. A notification will be dispatched and a search for parents will ensue. **DO NOT** allow the child to leave your booth or protection, even if the parents return, until the proper authorities have arrived at your booth, verified identities, and cancelled the notification.

**Dining & Food Services:** Festival Food Courts will be open on the UA Mall – south of the Student Union and west of Science City. Food Vendors will be ready to serve by 10am on Saturday and Sunday and will remain open until 5:30pm Saturday and Sunday.

UA restaurants and concession stands will be open both days (Saturday and Sunday) during Festival hours. Major concession stands are located in the Student Union Memorial Center near the UA BookStore.

**Questions:** Because all of our committee chairs are volunteers, we respectfully ask that exhibitors utilize our email communication system as the preferred method of communication for directing questions. Our volunteers are highly responsive to exhibitor needs and will return inquiries in a timely fashion. Should you have general questions about the Festival, please feel free to call 520.621.0302 between 9am and 4pm Monday through Friday. Student interns will make every attempt to address your question or connect you to the appropriate committee. If we are unable to answer, please leave a message and we will return your call.