



2021 Tucson Festival of Books Exhibitor Agreement between the Tucson Festival of Books, LLC (TFOB) and Exhibitor

1. To participate in the Virtual Marketplace during the 2021 Tucson Festival of Books, Exhibitors must either sell books, book related products, or promote a literacy, literary, or educational program. Sponsors are exempt from this criterion. The TFOB reserves the right to permit or refuse participation by any company or organization in its sole and absolute discretion.
2. Exhibitors may provide advertising, offer samples, or sell souvenirs, have costumed characters, and display their own original artwork/perform their own original music from within their linked website or social media platform, provided that all distributed, performed, or displayed materials shall be subject to the approval of the TFOB, in its sole and absolute discretion. The Exhibitor is solely responsible for obtaining (and warrants to the TFOB that it has obtained) all necessary licenses and permissions to distribute, perform, or display any 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. The Exhibitor hereby grants the TFOB, or its designees, non-exclusive permission to use its (and its agents') voice, image, and likeness as displayed during the Festival on the Festival website in any photographic, digital, or audio recording in any manner and in all media, in perpetuity.
5. The Exhibitor shall, and does hereby, indemnify, defend, and hold harmless the TFOB, 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 activities in connection with the event, or any breach of representation, warranty, or covenant in this contract.

6. The TFOB, event sponsors, and the employees, representatives, and agents of each shall not be liable for any claims, liabilities, costs, or charges (including attorneys' fees and costs) arising out of any injury, loss, or damage to the person or property of the 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 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 must be provided to the TFOB promptly upon request.
8. The Exhibitor shall pay all sales or other taxes, fees, and assessments required by any applicable federal, state, or local law in connection with the Exhibitor's participation in the event. The 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. The Exhibitor shall provide the TFOB with all requested documentation to evidence their compliance with tax laws and rules. Please note: TFOB is required by the State of Arizona Department of Revenue to provide a complete list of Exhibitors at the Festival.
9. If for any reason the Event is cancelled or rescheduled, the 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 cancelled).
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. The 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 agreement.
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. The exhibitor agrees that no representations of any kind have been made to the exhibitor by the TFOB, or by any of its agents and that no understanding has been made or agreement entered into other than has been 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 Pima County, 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 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, Pima County. 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 January 15, 2021.
16. Exhibitors may not relocate themselves. Location assignments made by the Festival are final.
17. Communication with the TFOB Exhibitor Committee shall be addressed via email to exhibitors@tucsonfestivalofbooks.org.
18. Exhibitors will be charged a nonrefundable fee of \$50 to participate in the 2021 Tucson Festival of Books Marketplace. Any Exhibitor who rolled their 2020 booth fees to 2022, will not be charged.
19. The Virtual Marketplace will be open on the Tucson Festival of Book's website from noon Arizona time, Tuesday, January 26, 2021 through 5:00 pm, Friday March 26, 2021.

Applications received after January 15, 2021 will be considered on a case-by-case basis, subject to availability.

Cancellation Policy: If this agreement is cancelled by the Exhibitor for any reason whatsoever, a refund will not be issued and the fees will be considered a donation to the Tucson Festival of Books. All cancellations must be in writing and emailed to exhibitors@tucsonfestivalofbooks.org by January 15, 2021.