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University of Arizona Campus • March 11 - 12, 2017 • 9:30am to 5:30pm • TucsonFestivalofBooks.org

2017 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 2017 Tucson Festival of Books (the Event), you must either sell books, book related products or promote a literacy, literary or educational orientation program. 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 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 30, 2016. Applications received after November 15 will require a \$50 late penalty fee.
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 Exhibitors@TucsonFestivalofBooks.org

Booth Options (see exhibitor handbook for photographs of booth layouts)	Early Registration Payment Received 12 noon Thursday, September 1 through 5pm Thursday, September 15	Regular Registration Payment Received 5pm Thursday, September 15 through 5pm Saturday, November 15* <i>*\$50 late fee added after this date</i>
Interior 10' x 10' booth		Offered on a space available basis
Non-Profit / 501(c)3 Rate	\$415	\$575
For-Profit Rate	\$550	\$710
Corner 10' x 10' booth		Offered on a space available basis
Non-Profit / 501(c)3 Rate	\$575	\$730
For-Profit Rate	\$710	\$865
110v Electricity	\$150	\$150

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 November 15, 2016. No refunds given after November 30, 2016.