



2010 TUCSON FESTIVAL OF BOOKS
EXHIBITOR APPLICATION/CONTRACT

Website: www.tucsonfestivalofbooks.org

Exhibitor Contact: tfobexhibitor@me.com

Jan & Rick Kleiner, Co-Chairs

NAME

Exhibitor agrees to exhibit at, and Tucson Festival of Books agrees to allow Exhibitor to exhibit at, the Arizona Daily Star Tucson Festival of Books with the University of Arizona ("Event") to be held on March 13-14, 2010 at the University of Arizona campus.

In order to exhibit at the Event you must either sell books, book related products or promote a literacy, literary or educational oriented program or be engaged in business which provides a public benefit. Sponsors are exempt from these criteria. All companies exhibiting in partnership at the event must also fulfill these criteria. The Tucson Festival of Books reserves the right to allow or refuse participation by any company or organization at its sole discretion.

EXHIBITOR PACKAGE

An exhibitor package will include the following elements:

- One covered 100 square feet of exhibit space with vinyl side and back walls.
One 6' table and two folding chairs per 100 square feet of booth space.
One ID banner on booth — measurement will vary based on booth size and configuration. See Page 6.
One exhibitor listing in the Event Program Guide — deadline January 6, 2010. See Page 6.
List of Author Signings taking place in your booth (published in Event Program Guide) - deadline January 6, 2010. See Page 6.
Event website exhibitor listing text links can be purchased for \$150. See Page 4.
One parking pass per 100 square feet of booth space on the University of Arizona campus for each event day.
One loading zone placard and Festival map per contract for access to assigned zone on University of Arizona campus.
Non-profit organization exhibitor booth price - \$300 if received before Dec 31, 2009 or \$400 if received Jan 1 through 27, 2010.
For-profit exhibitor booth price - \$400 if received before Dec 31, 2009 or \$500 if received Jan 1 through 27, 2010.
Corner exhibitor booth price - add \$100. Includes one extra table. Booth open on two sides.
Exhibitor booths are assigned on first come - first served basis

Additional exhibitor booth equipment and services, including but not limited to additional tables, chairs and electrical outlets will be available to exhibitors at additional cost. See Pages 3 & 4.

Exhibitor will receive booth number, parking pass, loading zone placard and final Festival information approx. two weeks prior to Festival. ALL SERVICES MUST BE PAID IN FULL BY JANUARY 27, 2010

EXHIBITOR CONTACT This person submits forms and coordinates booth logistics.

Name: Title: Company:

Phone: Cell: Fax: Email:

Street Address: Suite:

City: State: Zip:

Arizona Sales/Use Tax Number: Type of business (circle one): Bookseller Publisher Other

City of Tucson Sales Tax Number

If not a bookseller or publisher, describe your business:

All Event exhibitors who will be selling product at the Event must have a current Arizona Sales/Use Tax Number and a City of Tucson Sales Tax Number. Applications for a Sales/Use Tax Number are available from the Arizona Department of Revenue website at www.aztaxes.gov and from the City website at www.tucsonaz.gov.



EXHIBITOR APPLICATION/CONTRACT

COMPANY INFORMATION *Complete this only if the person signing this contract differs from the Exhibitor Contact.*

Name: _____ Title: _____ Company: _____

Phone: _____ Cell: _____ Fax: _____ Email: _____

Street Address: _____ Suite: _____

City: _____ State: _____ Zip: _____

Booth Name if different than Company: _____

GENERAL INFORMATION

- As the Event is a popular family event, we require exhibitors to sell and distribute books and merchandise appropriate to our audience. The Tucson Festival of Books reserves the right to deem materials appropriate using the Arizona Daily Star's standards of acceptance of advertising as one of its guidelines. **Unacceptable material cannot be promoted, displayed or sold.**
- No applications will be processed, or booths assigned, without payment in full.** Exhibitor booths are assigned on a first-come, first-served basis. **Booth assignments and configurations are made at the sole discretion of the Tucson Festival of Books.** Please be advised that booth space is limited and sells out, closing booth sales. Exhibitors are encouraged to submit their completed application and payment as soon as possible.

BOOTH PLACEMENT

If your booth placement is important to you, we encourage you to complete this section by specifying your preferences. Please note that booth placement requests are not guaranteed.

Children's Area -or- Outdoor Staging Area

Area Requested: (describe area)

If you have specific requests regarding adjacencies to other exhibitors, please specify below.

Request to be placed next to:
(company name)

BOOTH SALES CRITERIA

- Exhibitors will be entitled to only one (1) exhibitor listing per exhibition booth.
- All exhibiting companies within the booths purchased are obligated to the terms & conditions of this contract.

HOTEL ACCOMMODATIONS

- There are a number of hotels close to the University of Arizona.
- Go to www.TucsonFestivalofBooks.org for additional hotel information.



Electrical Service Order Form

BOOTH NUMBER:
(To be completed by TFOB)

Applicant's Name: _____
Please print clearly

Exhibitor Company: _____

Exhibitor Contact: _____

Cell: (____) - ____ - ____

Phone: (____) - ____ - ____

Email: _____

Electrical Service Order

<u>Quantity</u>	<u>Description</u>	<u>Price</u> <i>If received before 12/31/09</i>	<u>Price</u> <i>If received 1/1/09- 1/27/09</i>	<u>Total</u>
_____	Electrical Power <i>Includes Extension Cord and Plug</i>	\$100.00	\$125.00	\$ _____
_____	Electrical Extension Cord <i>15' and 25' - circle preference (depending upon availability)</i>	\$10.00	\$15.00	\$ _____

TOTAL ELECTRICAL ORDER \$ _____
(to be entered on page 4)

NOTE: Electrical service may be restricted to specific booth locations.



EXHIBITOR APPLICATION/CONTRACT

EXHIBITOR BOOTH TERMS & CONDITIONS

- In order to exhibit at the Event you must either sell books, book related products or promote a literacy, literary or educational oriented program or must be engaged in business which provides a public benefit. Sponsors are exempt from these criteria. All companies exhibiting in partnership at the event must also fulfill these criteria. The Tucson Festival of Books reserves the right to allow or refuse participation by any company or organization at its sole discretion.
- Exhibitor may distribute printed advertising, samples and souvenirs and may perform music (music can not disturb other exhibitors or presenters) and display artwork from within Exhibitors' own booth only; provided that all distributed, performed or displayed materials ("Exhibitor Material") shall be subject to the approval of the Tucson Festival of Books, in its sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to the Tucson Festival of Books 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.
- The Exhibitor Contacts listed in this contract shall be authorized to make all decisions regarding exhibiting.
- Exhibitors give the Tucson Festival of Books or its designees permission to use their voice, image or likeness as it appears in any photographic or audio recording in any manner, in all media, in perpetuity.
- Exhibitor shall indemnify, defend and hold harmless the Tucson Festival of Books 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.
- The Tucson Festival of Books, 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 Tucson Festival of Books or Event sponsors.
- 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 Tucson Festival of Books in such amounts acceptable to the Tucson Festival of Books and evidence of such insurance shall be provided to the Tucson Festival of Books promptly upon its request.
- 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 Tucson Festival of Books harmless for any taxes (including fees and penalties, if any) required to be paid by the Tucson Festival of Books in connection with Exhibitor's activities under this contract. Exhibitor shall provide the Tucson Festival of Books with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
- 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).
- Under no circumstances shall the Tucson Festival of Books be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.
- 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 exhibiting rights hereto.
- Waiver of any term of this contract or failure of the Tucson Festival of Books to terminate this contract on account of any breach by Exhibitor shall not be deemed a waiver of the Tucson Festival of Books' rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach of Exhibitor.
- This contract, together with any exhibits or attachments, 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 Tucson Festival of Books or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.
- 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 Tucson Festival of Books 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.
- Exhibitor agrees to not dismantle booth or remove exhibit materials until 5:30 pm on Sunday. Exhibitor signage provided by Festival is property of the Tucson Festival of Books and shall be left in place. Exhibitor hours are from 9:30 am - 5:30 pm Saturday and Sunday.
- Exhibitor agrees to remove all materials and debris from exhibitor area at conclusion of Festival.

I accept the terms and conditions of this contract.

Signature: _____

Date: _____

Print Name / Title: _____

Exhibitor Company: _____

CANCELLATION POLICY: 50% cancellation penalty. All cancellations must be in writing and postmarked by January 20, 2010.
THIS APPLICATION/CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT.



EXHIBITOR APPLICATION/CONTRACT

Exhibitor Company: _____

Sign Description

Please fill out the space below with the language that you would like to appear on your booth's sign. The sign must not exceed 30 characters per every 10x10 booth.

Newspaper Insert

The Arizona Daily Star will compile a list for this year's participants in the Tucson Festival of Books. If you would like your booth to be featured, please write a brief description about you or your company, not to exceed 15 words in the space below.

Author Appearance Listing (Exhibitors may have up to five signings per day)

Use reverse for additional space.

- (1) Sat / Sun (circle) Time _____ Author / Book _____
- (2) Sat / Sun (circle) Time _____ Author / Book _____
- (3) Sat / Sun (circle) Time _____ Author / Book _____
- (4) Sat / Sun (circle) Time _____ Author / Book _____
- (5) Sat / Sun (circle) Time _____ Author / Book _____

FOR Tucson Festival of Books USE ONLY

	Date:	TFOB Representative:	NOTES:
Application Received:			
Payment Received:			Type & Total Payment Rcvd:
Appl approved:			
Appl returned to Exhibitor:			
Exhib Handbook sent:			
Booth Number #			
Author Appearance Listing			