

The 2012 Alabama Book Festival Exhibitor/Vendor Booth Contract

Terms and Conditions

General

“ABF” shall mean the Alabama Book Festival, which will be hosted by Old Alabama Town and its partners on April 21, 2012, in Montgomery, AL. ABF shall have the power to interpret and enforce these terms and conditions governing exhibitors. The ABF has final judgment and decision on anything not covered by these terms and conditions. This exhibitor booth contract, when properly executed, shall be a binding agreement between the two parties.

Applications and Eligibility

Exhibitors must apply for booth space on the 2012 exhibitor form. ABF reserves the right to determine the eligibility of any exhibitor for inclusion in the book festival. The acceptance of an application does not carry ABF’s endorsement of the exhibitor’s merchandise or service. ABF reserves the right to require the modification or removal of any exhibit that, in its opinion, is not in character with the event.

Agreement to Conditions

Each exhibitor, for itself and its employees and volunteers, agrees to abide by these terms and conditions and agrees that ABF has sole control of the event.

Assignment of Spaces

ABF will make booth assignments on a first-come, first-served basis, taking into consideration the date the application and payment are received, the amount of space requested, and special need and compatibility of the exhibitors. ABF reserves the right to rearrange the space plan and relocate the assigned space for booths.

Equipment

For a charge of \$150 for commercial exhibitors and \$50 for nonprofit exhibitors, ABF will provide booths inside tents on the festival site. Each booth will have either draperies assembled on 33- or 72-inch-high back and side rails OR full-size canvas side and back walls.

For a charge of \$75 for commercial exhibitors and \$25 for nonprofit exhibitors, ABF will provide open-air tables (without a roof, walls, or rails).

Each booth/table space will include one six-foot table (open-air spaces may have a second table upon request), two chairs, table covering, and small name sign.

Care and Use of Exhibit Space

The exhibitor will keep its booth space in good order. Exhibitors may not place anything in the aisles during exhibit open hours. Exhibitors agree to conduct all business, including distribution of pamphlets and/or other literature, only within their assigned space.

Operating and Vacating Hours

Exhibitors will maintain and operate booths between 9 a.m. and 4 p.m. on Saturday, April 21, 2012. They will remove all contents of booths no earlier than 4 p.m. and no later than 6 p.m. on April 12, 2012.

Subletting of Space

Exhibitors may not assign or sublet any space allotted to them and may not advertise for or display goods other than those they sell in the regular course of their business. The space assigned to exhibitors is for their exclusive use and may be used only for the display and sale of their own goods and services.

Two exhibitors may share a space if requested of and approved by the ABF. Exhibitors who want to share booth space must include all information for both exhibitors on their application form.

Cancellation and Refund Policy

Exhibitors must cancel in writing to the Alabama Book Festival, 301 Columbus St., Montgomery, AL 36104. ABF will refund booth fees (less a cancellation fee of \$50 for commercial tented booths, \$25 for commercial open-air tables, and \$10 for nonprofit tented booths) for all cancellations received by April 2, 2012.

ABF will not make any refunds in the event of poor weather or other conditions that are less than ideal but that do not cause the Festival to be cancelled, even if attendance is lower than expected.

In case of severe weather or other extreme conditions, the State, in its sole discretion, may opt to cancel the Festival. The ABF will let all participants know about such cancellation through the email address or phone number on exhibitors' application forms. If the Festival is cancelled, ABF will refund all registration fees.

Liability

Exhibitors shall at all times protect, indemnify, save, and keep harmless ABF from any damage, liability, or expense arising from or out of any loss or injury to any property or person, including themselves and their agents, employees, and business invitees, which arise from or out of or by reason of the exhibitors' occupancy and use of the exhibition premises or any part thereof. ABF encourages exhibitors to insure themselves against property loss or damage and against liability for personal injury at their own expense. In addition, exhibitors release ABF from any damage liability or expense incurred from loss or injury to any property or person.

Merchandise Sales

Exhibitors agree that they will not sell any books written by featured 2012 Alabama Book Festival authors and currently in print. The Festival Bookseller will be the only one selling those books and will sell them at full retail price.

Taxes

Exhibitors selling merchandise are subject to state, county, and city sales taxes and business license requirements. ABF will provide information about obtaining temporary county and city business licenses and about filing state, county, and city taxes. Exhibitors are responsible for obtaining the licenses and for filing and paying the sales taxes.