

# Non-Profit Booth Contract Terms and Conditions

## General

"LBF" shall mean the Louisiana Library Foundation, a Louisiana non-profit corporation, and the Louisiana Book Festival that Louisiana Library Foundation will conduct November 3, 2007, in Baton Rouge, Louisiana. LBF shall have the power to interpret and enforce these terms and conditions governing exhibitors. All matters and questions not covered by these terms and conditions shall be subject to the final judgment and decision of LBF. This exhibitor booth contract, when properly executed, shall be a binding agreement between the two parties.

## Applications and Eligibility

Application for booth space must be made on the 2007 exhibitor contract. **Applicant agrees to provide LBF with proof of non-profit status with completed application** and LBF reserves the right to determine the eligibility of any exhibit for inclusion in the book festival. The acceptance of a booth does not carry LBF's endorsement of the exhibitor's books, merchandise, or service. LBF 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, agrees to abide by these terms and conditions and agrees that the sole control of the event rests with LBF.

## Assignment of Space

Booth assignments will be made on a first-come, first-serve basis, taking into consideration the date the application and payment are received, and special needs and compatibility of exhibitors. LBF reserves the right to rearrange the floor plan and relocate the assigned space for booths.

## Booth Equipment

**For a reduced charge of \$175.00, plus 10% of the day's sales, LBF will provide one (1) booth within exhibitors' tents erected on the festival site.** The booth will be equipped with draperies assembled on pipe structures for 8-foot-high back walls and 33-inch-high side rails, one six-foot draped table with two chairs, a waste basket, and a name identification sign. Two nametags will also be provided. Additional nametags may be purchased for \$6.75 a piece. Wireless Internet access is available to all exhibitors who have wireless capabilities. Additional tables and chairs **MUST** be ordered through Freeman Decorating, the independent contractor who will be supplying all booth equipment (see next paragraph). **The reduced charge applies to one (1) booth only; additional booth space will be available at regular cost (\$350 per booth package).**

## Optional Services and Additional Equipment

Freeman Decorating will also provide any supplemental services or equipment to exhibitors as desired. Any equipment not listed in the above paragraph **MUST** be ordered through Freeman. The following are the most commonly requested items and their cost:

- Additional tables (6 foot, draped): \$59 each
- Extra chairs: \$24 each
- Electricity supplied to exhibitor booth: \$85

Complete information concerning equipment and services that the exhibitor may purchase or rent from the contractor will be included in a separate exhibitor's kit, mailed by Freeman, that each exhibitor will receive after LBF has confirmed space allotment. The day of the festival, Freeman will maintain an exhibitor's service center on site to facilitate service requests from exhibitors.

## Care and Use of Exhibit Space

LBF will arrange for cleaning of aisles and removal of trash throughout the day. 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**

The exhibitor will maintain and operate booths between 10 a.m. and 5 p.m. on Saturday, November 3, 2007. The exhibitor will remove all contents of booths no earlier than 5 p.m. and no later than 7 p.m. on November 3. LBF will inform exhibitors of site availability for set-up no later than October 3, 2007.

### **Subletting of Space**

The exhibitor may not assign or sublet any space allotted to it and may not advertise or display goods other than those sold by them in the regular course of its business. The space assigned to the exhibitor is for its own exclusive use and may be used only for the display and sale of its goods and services.

### **Cancellation and Refund Policy**

All cancellations must be made in writing to the Louisiana Book Festival, P.O. Box 3673, Baton Rouge, LA 70821-3673. Refunds will be made on cancellations received by 5 p.m. October 12, 2007 of all payments less a \$50.00 cancellation fee. No refunds will be made after October 12, 2007.

There shall be no refund in the event of poor weather, or other conditions that are less than ideal but not resulting in the cancellation of the Festival, resulting in lower than anticipated attendance.

In case of severe weather or other extreme conditions, the State, in its sole discretion, may opt to cancel the Festival. Notice of such cancellation will be communicated to all participants by use of the e-mail address or phone number provided on the registration form. If the Festival is canceled, the State will refund any registration fees.

### **Liability**

**The exhibitor shall at all times protect, indemnify, save, and keep harmless LBF from any damage, liability, or expense arising from or out of any loss or injury to any property or person, including the exhibitor, its agents, employees, and business invitees, which arise from or out of or by reason of the exhibitor's occupancy and use of the exhibition premises or a part thereof. The exhibitor is encouraged to insure itself against property loss or damage and against liability for personal injury at its own expense. In addition, the exhibitor releases LBF from any damage liability or expense incurred from loss or injury to any property or person.**

### **Book and/or Merchandise Sales**

Each exhibitor agrees that any and all books written by featured 2007 Louisiana Book Festival authors will only be sold at full retail price. The sale prices of other books or merchandise are optional with each exhibitor. **Each exhibitor agrees to provide LBF with a commission of 10% of their sales (after taxes\*) while at the festival.** Checks from proceeds must be made payable to Louisiana Library Foundation and will be collected from the exhibitor upon checkout. (The check-in/check-out tables are both located in the same tent positioned at the south end of the Exhibitor Tents)

\*Upon check-in, each exhibitor will receive a packet that will include a tax form and preaddressed envelope. All exhibitors offering any items for sale must complete the tax form and mail it to the City of Baton Rouge in the supplied envelope. While the form is not due to the city until after the festival, it is requested that exhibitors complete the form at their booth/table at the end of the day so that checkout procedures will run smoothly for all.

### **Security**

LBF will furnish watchmen on a 24-hour basis. The furnishing of said watchmen shall neither be deemed to imply any liability on the part of LBF, its volunteers, or representatives, nor to modify in any way the assumption of risk and release provided for above. All property of the exhibitor will remain under the exhibitor's custody and control at all times.

**LOUISIANA BOOK FESTIVAL  
NON-PROFIT BOOTH CONTRACT 2007**

The Louisiana Library Foundation will conduct the 2007 Louisiana Book Festival on November 3, 2007, on the grounds of the State Library, the State Museum, and in the State Capitol in Baton Rouge, Louisiana. The Louisiana Library Foundation will rent one 10 x 10 foot booth in our Exhibitors' Tent for the event for **\$175.00 plus 10%**, after taxes, of sales.

The undersigned hereby agrees to occupy the booth at the 2007 Louisiana Book Festival, and agrees to abide by all **Terms and Conditions**. Enclose full payment for the booth(s), and proof of your non-profit status, with this completed contract.

Company (Print name to be listed on booth signage): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Description of Goods and/or Services (Thirty words or less for inclusion on the festival web site and in the festival program)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Representative name(s) for festival badges (2 per booth): \_\_\_\_\_

We need \_\_\_\_\_ additional nametags at \$6.75 per. Name(s) for additional tags: \_\_\_\_\_

Number of booths requested: \_\_\_\_\_ Total (\$175 for first booth plus \$350 for additional booths): \_\_\_\_\_

Signature of authorized agent: \_\_\_\_\_

**PAYMENT**

\_\_\_\_\_ CHECK (payable to Louisiana Library Foundation) for \$\_\_\_\_\_ is enclosed.

\_\_\_\_\_ MONEY ORDER (payable to Louisiana Library Foundation) for \$\_\_\_\_\_ is enclosed.

\_\_\_\_\_ VISA / MASTERCARD / AMERICAN EXPRESS / DISCOVER (circle one)

Card #: \_\_\_\_\_ Exp. \_\_\_\_\_

3 Digit Security Code (Found on back of card): \_\_\_\_\_

**Please send payment and one copy of this contract to:**

LBF Exhibits Coordinator  
Vermilion Parish Library  
P.O. Drawer 640  
Abbeville, LA 70511

**For more information contact:**

Jackie Choate, Exhibits Coordinator  
337.893.2655 (work)  
337.898.0526 (fax)  
[jchoate@vermilion.lib.la.us](mailto:jchoate@vermilion.lib.la.us)

Robert Wilson, Assistant Director  
225.219.9503 (work)  
225.219.9840 (fax)  
[rwilson@state.lib.la.us](mailto:rwilson@state.lib.la.us)

Rod Mills, Director  
225.342.9714 (work)  
225.219.9840 (fax)  
[rmills@state.lib.la.us](mailto:rmills@state.lib.la.us)

**\*\*\*\* Remember: Reserve your booth(s) as early as possible, space is limited \*\*\*\***