

"LBF" shall mean the Louisiana Library and Book Festival Foundation, a Louisiana nonprofit corporation, and the Louisiana Book Festival that the Louisiana Library and Book Festival Foundation will conduct in Baton Rouge, Louisiana. LBF shall have the power to interpret and enforce these terms and conditions governing exhibitors, hereinafter referred to as "exhibitor(s)." All matters not covered by these terms and conditions shall be subject to the final judgment and decision of LBF. The Exhibitor Agreement (Exhibitor Terms & Conditions and completed online registration), when properly executed, shall be a binding agreement between the two parties. 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.

Please note: Authors who participate as exhibitors are distinct from authors who are invited to participate in the festival as featured authors. If you participate as an exhibitor, your location and listing will be in the exhibitor section.

APPLICATIONS AND ELIGIBILITY

Exhibitors' merchandise or service must be literature-related; LBF reserves the right to determine the eligibility of any exhibit for inclusion in the festival. The granting of space does not convey 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 festival. Application for space must be made on the online registration page. Nonprofit applicants agree to provide LBF with proof of nonprofit status (501(C)3 status certificate) with completed registration. Assignments of space will be made on a first-come, first-served basis, taking into consideration the date the online registration and payment are received, the amount of space requested, and any special needs. No space is reserved prior to payment being received. **LBF reserves the right to rearrange floor plans and reallocate space as needed.** LBF will provide space and equipment as specified in these terms and conditions and on the online registration page.

REGISTRATION PERIODS

Registration is organized into three time periods: Early, General, and Late. REGISTRATION FORMS ARE NOT ACCEPTED AFTER LATE REGISTRATION CLOSES. Payment policy is stated below; fees are detailed on the online registration page. See website for registration period dates.

DESCRIPTION OF SPACE AND AMENITIES AVAILABLE

BOOTH inside large Exhibitor Tent	<ul style="list-style-type: none">• 10'W x 10'D space with draperies on pipes for 8'H back walls and 33" side rails• One 8' draped table, two chairs, wastebasket• Name identification sign• One exhibitor listing on festival website• One exhibitor listing in festival program (Early and General Registration only)• Electricity and additional chairs and tables available for a fee• Free wireless Internet access available
MINIBOOTHS inside large Exhibitor Tent	<ul style="list-style-type: none">• 8'W x 6'D space with draperies on pipes for 8'H back walls and 33" side rails• One 6' draped table, two chairs, wastebasket• Name identification sign• One exhibitor listing on festival website• One exhibitor listing in festival program (Early and General Registration only)• Electricity and additional chairs and tables available for a fee• Free wireless Internet access available
EXHIBITORS' ROW on West Capitol walkway or Capitol Park Museum walkway	<ul style="list-style-type: none">• One 6' draped table, two chairs, wastebasket• Name identification sign• One exhibitor listing on festival website• One exhibitor listing in festival program (Early and General Registration only)• Additional chairs available for a fee• Exhibitor may <u>not</u> bring own pop-up or canopy tent

BOOK AND/OR MERCHANDISE SALES

Each exhibitor agrees that any and all books written by featured Louisiana Book Festival authors will only be sold at full retail price. The sale prices of other books or merchandise are at the exhibitor's discretion.

OPERATING AND VACATING HOURS

Exhibitor agrees to maintain and operate space between the official opening and closing hours of the festival as posted on the official festival website. Exhibitor agrees that it will check in between **7:00 and 9:00 a.m.** on the day of the festival and that LBF cannot guarantee availability of space if exhibitor has not registered. Exhibitor agrees that it will maintain and operate space until **at least 4:00 p.m.** and no later than 6:00 p.m. that same day. Upon vacating its space, exhibitor will completely clear contents from space. **If space is vacated prior to 4:00 p.m., LBF reserves the right to refuse space to that exhibitor at future festivals.**

CARE AND USE OF EXHIBIT SPACE

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 or services provided in the regular course of business; no assigning/subletting or advertising or display of other goods. Exhibitor may not place anything in aisles/walkways during festival operating hours and agrees to keep its space in good order, keep audio no louder than regular speaking voices, keep sight lines and airflow of neighbors unblocked, stay within allotted footprint (including keeping distribution of materials within space), and not have any potentially problematic visuals, such as flashing or strobe lights, etc. LBF will arrange for cleaning of aisles/walkways and removal of trash throughout the day.

PAYMENT POLICY

Payment must accompany online registration; registration is not completed and space is not reserved until payment is made in full and accepted. To guarantee inclusion in printed program, completed registration must be received no later than the end of general registration.

CANCELLATIONS AND REFUNDS

- Cancellation must be made in writing to lbfehibitor@state.lib.la.us and received no later than the Sunday four weeks prior to the festival for payment refund, less a fee of 20% of the price paid. (For example, if the festival is on Saturday, November 2, cancellation must be received by Sunday, October 6.)
- Exhibitor agrees there will be NO REFUND OR CREDIT in the event of poor weather or other unfavorable conditions that result in lower than anticipated attendance but do not cause cancellation of the festival or if it cancels after the given deadline or clears its space before 4:00 p.m. on festival day.

FESTIVAL CANCELLATION

In the case of severe weather or other extreme conditions, LBF, at its sole discretion, may opt to cancel the festival. Notice of such cancellation will be communicated to all participants using the contact information provided in the completed registration. If the entire festival is cancelled, LBF will refund any payments. If LBF decides to close the festival early, there will be no refunds or credits.

SALES TAX

All exhibitors offering any items for sale must register for a Louisiana sales tax account number, even if you are from out of state. Consult the LBF Exhibitor Information web page for information; questions must be directed to the Department of Revenue, *not* the Exhibits Coordinator. All exhibitors offering any items for sale must complete a tax form (included in registration packet) and return it to the City of Baton Rouge. The City of Baton Rouge may send agents to collect sales tax. City taxes are 5.5% and state taxes are 5.0%.

SECURITY

LBF will furnish watchmen on a 24-hour basis. 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 below. All property of exhibitor will remain under exhibitor's custody and control at all times.

DISCLAIMER

The exhibitor agrees to indemnify and hold harmless LBF and its affiliates, officers, members, and agents from any damage, liability, or expense arising or incurred from any loss or injury to any property or person, including the exhibitor, its agents, employees, and business invitees, which arise from 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. LBF is not responsible for items left behind at the festival. All items left behind will be disposed of at 9:00 p.m. on the day of the festival.