

Exhibitor Application & Contract



This Contract is made and entered into on the date last signed below by and between Lone Star College (“College”), a public junior college pursuant to Section 130.004 of the Texas Education Code, on behalf of Lone Star College, and _____ (“Exhibitor”). College and Exhibitor may be referred to singularly as a “Party” and collectively as the “Parties”.

- 1. SERVICES:** College will host its annual Bayou City Book Festival (“Festival”) on _____ at the Lone Star College on various campuses. College shall provide and Exhibitor shall purchase exhibit booth space as outlined in the exhibitor booth options, fees and requirements, hereinafter “Exhibit A”, attached hereto and included herein. Prior to the Festival on April 3-8, 2017, Exhibitor shall complete and return to College the Exhibitor Information Form, attached hereto and included herein as “Exhibit B”.
- 2. TERM:** This Contract shall be effective upon the date of final signature below, and shall end on **April 9, 2017**.
- 3. TERMINATION:** This Contract between College and Exhibitor may be cancelled by either party upon thirty (30) days prior written notice. Fifty-percent (50%) refunds will be honored on Exhibitor cancellations received by or before 11:59 p.m. on March 6, 2017. **No refunds will be given after March 7, 2017.**
- 4. APPLICATIONS AND ELIGIBILITY:** Application for booth space must be made solely through this Contract. COLLEGE reserves the right to determine the eligibility of any exhibit for inclusion in the Festival. The acceptance of a booth does not carry College’s endorsement of the Exhibitor’s books, merchandise, or service. College reserves the absolute right to require the modification or removal of any exhibit that, in College’s sole and unreviewable discretion, is not in character with the event.
- 5. AGREEMENT TO CONDITIONS:** Exhibitor, for itself and its employees, agrees to abide by these terms and conditions and agrees that the sole and final authority over the event shall belong to College.
- 6. ASSIGNMENT OF SPACE:** Booth assignments will be made, in College’s sole and unreviewable discretion, on a first-come, first-served basis, taking into consideration the date an application and payment are received, the amount of space requested, and special needs and

compatibility of Exhibitor. College reserves the absolute right, in accordance with its sole and unreviewable discretion, to arrange the floor plan and locate the assigned space for booths.

7. INSURANCE: Exhibitor shall secure at its own expense and keep in effect during the term of this Contract:

Commercial General Liability Insurance for bodily injury and property damage, including contractual liability, with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate \$2,000,000 annual aggregate; \$50,000 Fire Damage and \$10,000 Medical Payments.

Comprehensive Automobile Liability covering owned, hired, and non-owned vehicles, with a combined bodily injury (including death) and property damage minimum limit of \$1,000,000 per occurrence. No aggregate shall be permitted for this type of coverage. Such insurance is to include coverage for loading and unloading hazards.

Workers' Compensation for all contractors, lessees, and Exhibitors with statutory limits. Employers' liability is also required with minimum limits of \$500,000 Each Accident / \$500,000 Disease-Policy / \$500,000 Disease-Each Employee.

The required Commercial General Liability, Commercial Automobile and Employers Liability limits may be accomplished through a combination of primary and excess/umbrella liability policies written on a follow-form basis.

Lone Star College, present and past members of its Board of Trustees, its officers, employees, agents and assigns, and volunteers shall be named as an Additional Insured on a Primary and Non-Contributory basis for ongoing and completed operations on all policies except workers compensation and to the full extent allowable by law. Reference to the Additional Insured endorsement to the policy shall be specified in the Certificate of Insurance and a copy attached to the Certificate of Insurance.

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- VII or better by A.M. Best Company or otherwise acceptable to the College. All policies shall be endorsed to provide a minimum of thirty (30) days advance notice of cancellation, non-renewal, or material change of policies. Reference to the Cancellation endorsement to the policy shall be specified in the Certificate of Insurance and a copy attached to the Certificate of Insurance.

8. BOOTH EQUIPMENT: College will provide booths within large Exhibitors' tents. Each booth will be equipped with two chairs and one 8' table.

9. OPTIONAL SERVICES AND EQUIPMENT: College reserves the right to select an independent contractor to provide services and equipment to exhibitors. The independent contractor will maintain an exhibitor's service center on site to facilitate service requests from exhibitors.

10. CARE OF EXHIBIT SPACE: College will arrange for cleaning of aisles and removal of trash daily. Exhibitor will keep its booth space in good, safe and working order. Exhibitor shall not place anything in the aisles during exhibit open hours. The exhibit area is a non-smoking area; smoking is NOT allowed in any Exhibitor tents. Smoking is only allowed in the designated smoking pavilions in or near parking lots.

11. OPERATING AND VACATING HOURS:

a. For Monday, April 3 – Thursday, April 6, 2017. Unless otherwise instructed:

i. Set-up begins at 3:30 pm. Trucks must be ready to serve customers by 4:00 pm and stay open and available until 8:00 pm. Break-down is from 8:00-8:30 pm.

b. For Saturday, April 8, 2017. Unless otherwise instructed:

i. Set-up begins at 9:30 am. Trucks must be ready to serve customers by 10:00 am and stay open and available until 6:00 pm. Break-down is from 6:00-6:30 pm.

12. SUBLETTING OF SPACE: Exhibitor shall not assign or sublet any space allotted to it and shall not advertise or display goods other than those sold by such Exhibitor 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.

13. LIABILITY: Exhibitor assumes the risk of loss and all liability for any damages, liability, or expenses, arising from, out of or by reason of Exhibitor's occupancy and use of the exhibition premises, or any part thereof. Exhibitor shall at all times protect, indemnify, save, and keep harmless College from any damage, liability, or expense arising from or out of any loss or injury to any property or person, including Exhibitor, its agents, sponsors, employees, and business invitees, which arise from or out of or by reason of Exhibitor's occupancy and use of the exhibition premises or any part thereof. Exhibitor is encouraged to insure itself against property loss or damage and against liability for personal injury at its own expense.

14. INDEMNIFICATION: To the fullest extent permitted by law, the Exhibitor will indemnify and hold the College and its Board of Trustees, its member colleges, officers, employees, agents and assigns, and volunteers harmless from all claims arising from any and all liability, loss or damage they may suffer as a result of any losses, liabilities, claims, damage or expense, including reasonable attorney's fees and investigative expenses, they may incur which result from any claims against them, individually or severally, including, but not limited to, any claims arising from the activities to be carried out pursuant to the obligations of this Contract. The Exhibitor hereby expressly indemnifies and holds harmless the College for the

consequences of any negligent act or omission of the College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes intentional misconduct.

15. SECURITY: College will furnish security on a 24-hour basis, but the furnishing of security shall not be deemed to imply any liability or acceptance of responsibility on the part of College, its volunteers, or representatives, or to modify in any way the assumption of risk and release provided for above. All property of Exhibitor will remain under Exhibitor's custody and control at all times.

16. SALES TAX: If sales or orders are taken at Exhibitor's booth, a Texas Sales Tax Permit is required. The permit can be obtained free of charge by calling the Comptroller's office at 800-252-5555 or by contacting them in writing at 1711 San Jacinto Blvd., Suite 180, Austin, Texas 78701-1416, (512) 463-4865.

17. USE OF NAME. Exhibitor shall not name College in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of College except as expressly authorized in advance with prior written approval by College's General Counsel, except as it relates to the Festival.

18. GOVERNING LAW AND VENUE: This Contract and/or any disputes hereunder will be governed by the laws of the State of Texas and shall be deemed to have been executed and entered into in the State of Texas. This Contract shall be construed, performed, and enforced in all respect in accordance with the laws and rules of the State of Texas and any provision in such agreement in conflict with Texas law and rules shall be void and of no effect. College and Exhibitor hereby agree that this Contract shall be enforced in the courts of the State of Texas and that venue shall always be in Harris County, Texas.

19. GENERAL: College 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 College. This Contract, when properly executed and payment has been made in full, shall be a binding agreement between the Parties.

20. ENTIRE AGREEMENT. This Contract and Exhibit A, which is attached hereto and included herein, contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated herein. This Contract may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Contract and any other contract, purchase order, scope of work or specification between the

parties, this Agreement shall govern. This Contract shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF the parties hereto have executed this Contract as of the date last signed below.

Lone Star College

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: Modification of this Form requires approval of OGC

Exhibit A



EXHIBITOR BOOTH AND TABLE OPTIONS:

- | | |
|------------------------------------|----------|
| • Standard Exhibitor Booth 10'x10' | \$600.00 |
| • Additional Booths 10'x10' | \$500.00 |
| • Exhibitor Table | \$100.00 |

Standard Exhibitor Booth Fee includes:

- 8' table with 2 chairs
- I.D. sign in booth
- Parking pass
- Access to Electricity possible with advanced notice and subject to availability
- Curtained walls on either side of booth and a curtained back wall
- One Exhibitor listing in Festival publication
- One Exhibitor listing on Festival website
- One business ¼ page ad listing in Festival Program. Additional options available for purchase.

Exhibitor Table Fee includes:

Recommended for indie authors, indie presses, and non-profits with limited budget. Limited availability. Exhibitor table will be grouped with other tables. Tables may or may not be located under a tent depending upon availability and at the discretion of Bayou City Book Festival.

- One 8' table with 2 chairs
- One Exhibitor listing in Festival publication
- One Exhibitor listing on Festival website

Two Exhibitors may share a booth or table. The festival will accept only one application per booth or table. That application must designate the company with whom they are sharing the booth or table and assume full payment for the booth or table.

EXHIBITOR BOOTH PRICING TIMELINE:

Early Registration Discounted Fee: Prior to February 15, 2017
\$500 for 1st booth, \$400 each additional booth

Standard Registration Fee:

\$600 for 1st booth, \$500 each additional booth

Late Registration Fee:

After April 1, 2017

\$1,000 for 1st booth, \$900 each additional booth

Cancellation Fee:

50% through March 6, 2017

No refunds or cancellations after March 7, 2017

The Festival will take place rain or shine. Refunds will not be issued due to inclement weather.

Exhibit B
Exhibitor Information Form



EXHIBITOR INFORMATION:

Company/Organization _____

Contact Person _____ Title _____

Social Security # or Federal Tax ID # _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____ Website _____

Please check your category:

- publisher national bookstore chain non-profit organization
 author independent press/literary magazine
 independent bookstore other _____

Description of business/organization:

Company name(s) to appear on sign: _____

Please complete only if you are sharing a table:

Name of partnering company _____

Address _____

Contact _____

Phone _____

Email _____

Website _____