

Exhibitor Booth Contract Terms and Conditions

General

"ABF" shall mean the Alabama Center for the Book and the Alabama Book Festival, which the ACFTB and its partners will host on April 19, 2008, in Montgomery, AL. ABF 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 ABF. 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 2008 exhibitor contract. ABF reserves the right to determine the eligibility of any exhibit for inclusion in the book festival. The acceptance of a booth does not carry ABF's endorsement of the exhibitor's books, 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, agrees to abide by these terms and conditions and agrees that the sole control of the event rests with ABF.

Assignment of Space

Booth assignments will be made 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 needs and compatibility of exhibitors. ABF reserves the right to rearrange the space plan and relocate the assigned space for booths.

Equipment

For a charge of \$150.00 for commercial exhibitors and \$50 for nonprofit exhibitors, ABF will provide booths within exhibitors' tents erected on the festival site. For a charge of \$75 for commercial exhibitors and \$25 for nonprofit exhibitors, ABF will provide open-air tables (without a covering, walls, or rails).

Each booth will be equipped either with draperies assembled on pipe structures for 33-inch-high back and side rails or with full-size back and side canvas panels. Each booth and open-air table space will be equipped with one six-foot table (open-air spaces may have a second table upon request), two chairs, and name identification sign. Two nametags will also be provided, as well as a small table-top 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

The exhibitor will maintain and operate booths between 10 a.m. and 4 p.m. on Saturday, April 19, 2008. The exhibitor will remove all contents of booths no earlier than 4 p.m. and no later than 6 p.m. on April 19.

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 it 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 Alabama Center for the Book, Auburn University, Pebble Hill, Auburn, AL 36849. Refunds will be made on cancellations received by 5 p.m. April 1, 2008, of all payments less a \$50.00 cancellation fee. No refunds will be made after April 1, 2008.

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 ABF 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 ABF 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 2008 Alabama Book Festival authors and currently in print will be sold only in the main book sale area by the contracted vendor and only at full retail price.

Taxes

Exhibitors selling merchandise are subject to state, county, and city sales taxes. ABF will provide licenses and filing information for exhibitors from outside Montgomery. Exhibitors are responsible for filing and paying their own taxes.