



2010 FREE LIBRARY FESTIVAL

Exhibitor Registration Form & Exhibitor Contract

ABOUT EXHIBITING AT THE FREE LIBRARY FESTIVAL

The Free Library Festival is an annual celebration of reading and literacy held at the Parkway Central Library at 19th and Vine Streets in Philadelphia. The festival features two days of stimulating talks by award-winning writers, live music, children's entertainment, and a bustling Street Fair & Literary Marketplace thronged with booklovers and booksellers. The festival is a fun, free event that annually draws 25,000-35,000 booklovers from the mid-Atlantic region and beyond.

Festival Dates: Saturday and Sunday, April 17 and 18, 2010
Festival Location: Parkway Central Library at 1901 Vine Street, Philadelphia, PA 19103
Festival Hours: 11:00 AM to 6:00 PM both days

Exhibitor booths are located outdoors and are part of the Festival's Street Fair & Literary Marketplace. Exhibitor booths will be open, and should be staffed, from 11:00 AM to 6:00 PM each day.

TO REGISTER

Space is limited! Submit Exhibitor Registration Form (pages 3 and 4) by Friday, March 5, 2010.

Applications postmarked after this deadline will be subject to a \$100 late fee. Applications are considered on a first come, first served basis, based upon receipt of a complete Registration Form and payment in full. Exhibitors will be notified upon acceptance. If for any reason an application is not accepted, notification will be made within 30 days.

Mail to: Author Events Office
ATTN: Exhibitor Services
1901 Vine Street
Philadelphia, PA 19103
Or, Fax to: 215-567-7850
Call 215-567-4341 to confirm receipt of fax.

Please Note: The Free Library Festival is contingent on funding from sponsors. If the Festival's Street Fair and Literary Marketplace must be cancelled due to a lack of funding, paid Exhibitors will have their registration fees refunded to them in full. Final confirmation of the event will be made to all Festival Exhibitors on or before February 1, 2010.

►► **Keep a copy of your Registration Form and Exhibitor Agreement for your records.** ◀◀

EXHIBITOR ELIGIBILITY CRITERIA

The primary focus of the Exhibitor's business must be the sale and/or distribution of books and/or literary materials or the promotion of education and/or literacy. The Free Library of Philadelphia Foundation reserves the right, in its sole discretion, to refuse participation by any company or individual for any or no reason.

EXHIBITING AT THE FESTIVAL

The primary purpose for Exhibitors to participate in the Free Library Festival is to sell or distribute books or other literary materials, or to promote a literacy or education program or organization. At least 80% of materials on display or for sale

must be book or literacy related. The festival is a family friendly event. As such, we require our exhibitors to sell, display, and promote only books and other merchandise appropriate to a family audience.

PROMOTIONAL OPPORTUNITY

Exhibitors are listed on the Free Library website (www.freelibrary.org), in the Festival Guide, and on on-site signage at the Festival. Exhibitors are strongly encouraged to promote their participation in the festival to their own mail/email lists and on their websites. Festival artwork and Free Library logos will be available for Exhibitors to use in their promotional materials.

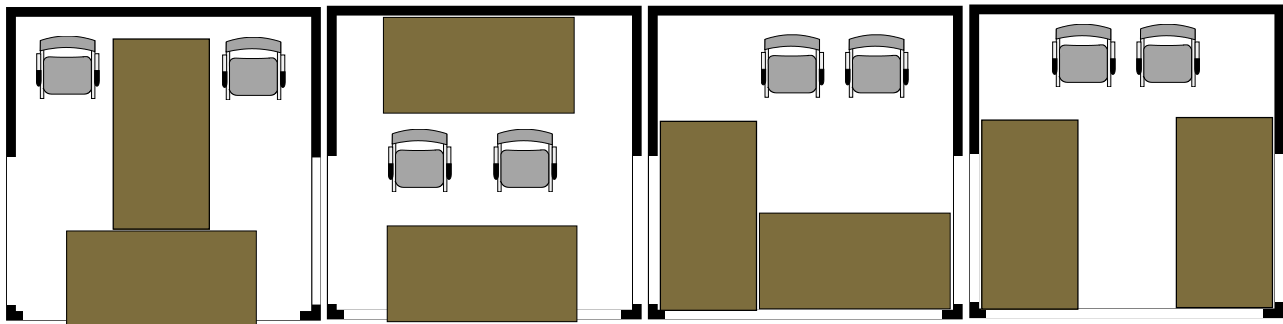
EXHIBITOR PACKAGE

Exhibitors are encouraged to enhance their booths with tablecloths, banners, signs, and other displays. Multiple tents may be linked to form larger exhibitor booths. Organizations may partner with *no more than one* other organization to share an exhibitor booth.

Exhibitor Package includes:

- [1] 10' x 10' tent with closeable tent walls
- [2] 6' table and [2] folding chairs
- [1] Booth ID sign (8.5" x 11", laminated)
- [1] 2-day parking pass
- [1] 2-day loading zone pass
- [2] Exhibitor badges per booth
- Listing on the Free Library's website (www.freelibrary.org) and in the Festival Guide
- Free wi-fi with temporary Free Library Card
- \$100 Electrical Service

[4] Sample Booth Set Ups:



EXHIBITOR PACKAGE RATES

Exhibitor registration fees cover both festival days.

\$450 Standard Rate: This rate will apply to most applicants.

\$400 Non-Profit Rate: Applies to non-profit organizations. Verification of valid non-profit status (current 501c3) must be submitted with the completed Registration Form.

\$300 Bookstore Rate: Applies to independently owned and operated "bricks-and-mortar" or web-based sellers of books sourced from a variety of publishers and sold to the general public.

Partnering Exhibitors: No more than two Exhibitors may share a booth; the Exhibitor listed on the Registration Form must designate the Partnering Exhibitor and assume full payment for the booth; the cost of the shared booth will be assessed at the Standard Exhibitor Rate; Exhibitor and Partnering Exhibitor will each be bound by the Free Library Festival Exhibitor Agreement.

EXHIBITOR REGISTRATION FORM

Exhibitor/Company Name _____

Contact Person _____

Company Address _____

City _____ State _____ Zip _____

Social Security Number or Federal Tax ID: _____

Phone _____ Fax _____

Email _____ Website _____

Please be sure to provide an active email address as important communications, including the Exhibitor Manual, will be sent via email.

Exhibitor Name _____

(As it should appear on I.D. sign, website, and other listings)

One-line Company Description _____

Primary Audience: Adults Children & Families

Person in charge of the booth _____ On-site Phone _____

If different from the Contact Person listed above; this person will be the primary on-site contact for the Exhibitor during the festival.

PARTNERING EXHIBITORS: SHARE THE SPACE, SHARE THE COST!

Complete this section ONLY if your company is partnering with another organization.

Partnering Exhibitor Name _____

(As it should appear on I.D. sign, website, and other listings)

Company Address _____

City _____ State _____ Zip _____

Phone _____ Email _____ Website _____

One-line Company Description _____

ACKNOWLEDGEMENT OF EXHIBITOR CONTRACT

I agree to the terms set forth in the Exhibitor Registration Form and acknowledge receipt of the Free Library Festival Exhibitor Contract ("Contract"). I have read the Contract and agree to be bound by the terms set forth therein.

Print Name _____ Title _____

Signature _____ Date ____/____/____

EXHIBITOR PACKAGE ORDER

| QUANTITY | PACKAGE TYPE | COST/EACH | TOTAL |
|----------|--|-----------------|-------|
| | Standard Exhibitor Package | \$450.00 | |
| | Non-Profit Rate <input type="checkbox"/> Non-profit verification is enclosed | \$400.00 | |
| | Bookstore Rate | \$300.00 | |
| | Electrical Service | \$100.00 | |
| | Late Fee Applies to applications postmarked after Friday, March 5, 2010. | \$100.00 | |
| | | TOTAL | |

PAYMENT INFORMATION

Make checks payable to Free Library of Philadelphia Foundation or complete credit card information below.

Pay by Credit Card: American Express Visa Master Card

Card Number _____ **Expiration Date** _____/_____/_____

Card Holder Name _____

Billing Address _____

Authorized Signature _____

OR

Pay by Check: Check enclosed.

WHAT ARE YOU PLANNING FOR THE FESTIVAL?

Help us promote your participation in the festival by listing any special promotions or activities you will be offer at your booth. Or, email this information to authorevents@freelibrary.org. Use Exhibitor Promotion: Exhibitor Name in the subject line. Examples from previous years include author appearances/signings, the promotion of a new title or issue, special discounts for Festival-goers, information about the type and quantity of books you will be selling, drawings, kids’ activities, etc. Limit 100 words.

Or, email us this information at authorevents@freelibrary.org. Use Exhibitor Promotion: Exhibitor Name in the subject line.

GENERAL

- 1) This Free Library Festival Exhibitor Contract ("Contract") shall constitute a valid and binding agreement between the Free Library of Philadelphia Foundation ("Foundation") and the Exhibitor whose legal name and address appear on the Free Library Festival Exhibitor Registration Form ("Registration Form").
- 2) This Contract shall be governed by the laws of the State of Pennsylvania. This Contract shall be deemed to be entered into and performed in Philadelphia County, where the principal office of the Free Library of Philadelphia Foundation is located, and such County shall be the forum of any legal action relating to this Contract.
- 3) Failure to adhere to any deadlines set forth in this Contract may result in forfeiture of related benefits.
- 4) Waiver of any term of this Contract or failure of the Free Library of Philadelphia Foundation to terminate this Contract on account of any breach by Exhibitor shall not be deemed a waiver of the Free Library of Philadelphia Foundation's rights to subsequently enforce any term or to terminate this Contract by reason of any subsequent breach by Exhibitor.
- 5) This Contract, together with the Exhibitor Services Manual, constitutes the parties' entire agreement with respect to the Exhibitor's participation in the 2010 Free Library Festival and supersedes all prior statements or agreements, either written or oral. Exhibitor agrees that no representations of any kind have been made to Exhibitor by the Free Library of Philadelphia Foundation or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

EXHIBITOR PARTICIPATION AND RESPONSIBILITIES

- 6) Exhibitor agrees to exhibit at, and the Free Library of Philadelphia Foundation agrees to allow Exhibitor to exhibit at, the Free Library Festival ("Festival") on Saturday and Sunday, April 17 and 18, 2010, at the Parkway Central Library at 1901 Vine Street in Philadelphia.
- 7) The Contact Person listed on the Registration Form shall be the person authorized by Exhibitor to make decisions regarding Exhibitor's participation in the Free Library Festival. Alternate assignment of this authority must be made in writing to the Author Events Office at 1901 Vine Street, Philadelphia, PA 19103, ATTN: Exhibitor Services.
- 8) Registration Forms are considered on a first-come, first-served basis, based upon receipt of a completed Registration Form and payment in full. No applications will be processed, or booth placements assigned, without payment in full.
- 9) The Free Library of Philadelphia Foundation reserves the right, in its sole discretion, to refuse participation in the Free Library Festival, or to limit the number of booths provided, to any applicant for any or no reason.
- 10) Exhibitor may not assign this contract or trade, sell, share, or otherwise transfer the advertising or exhibiting rights hereto. Sub-contracting of exhibitor spaces is prohibited.
- 11) Exhibitors give the Free Library of Philadelphia Foundation or its designees' permission to use their voice, image, or likeness as it appears in any photographic or audio recording in any manner, in all media, in perpetuity.
- 12) Exhibitor may sell books and literacy related items, distribute promotional materials, and may perform non-amplified music or readings, and create displays only within their assigned booth. All materials that will be sold, distributed, performed, or displayed by the Exhibitor ("Exhibitor Material") shall be subject to the approval of the Free Library of Philadelphia Foundation, in its sole discretion. At least 80% of Exhibitor Material must be book or literacy related. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to the Free Library of Philadelphia Foundation that it has obtained, all necessary licenses and permissions to distribute, perform, or display any Exhibitor Material that is protected by copyright, trademark, property, or other laws. Exhibitor acknowledges that violation of this provision is grounds for termination of this Contract and ejection from the Festival and that all monies paid shall be forfeited.

LIMITATIONS OF LIABILITY

- 13) Exhibitor shall indemnify, defend, and hold harmless the Free Library of Philadelphia Foundation, the City of Philadelphia, Fairmount Park, Festival sponsors, and the employees, and representatives, and agents of each from claims, liabilities, costs, and charges (including attorneys' fees and costs) for injury, loss, or damage to property or persons (including death) arising out of Exhibitor's activities in connection with the Festival, or any breach of representation, warranty, or covenant in this contract.
- 14) The Free Library of Philadelphia Foundation, the City of Philadelphia, Fairmount Park, Festival sponsors, and the employees, representatives, and agents of each shall not be liable for any claims, liabilities, costs, or charges (including attorneys' fees and costs) arising out of any injury, loss, or damage to the person or property of Exhibitor, its employees, representatives, or agents, except to the extent arising out of the sole negligence of the Free Library of Philadelphia Foundation, the City of Philadelphia, Fairmount Park, or Festival sponsors.
- 15) Under no circumstances shall the Free Library of Philadelphia Foundation, the City of Philadelphia, Fairmount Park, or Festival sponsors be liable for consequential, indirect, special, or punitive damages of any kind in connection with its activities or omissions under this contract regardless of whether such damages were foreseeable.
- 16) Exhibitor shall provide and maintain in effect workers' compensation and comprehensive general liability insurance. Evidence of such insurance shall be provided to the Free Library of Philadelphia Foundation upon request.
- 17) Exhibitor shall pay all sales or other taxes, fees, and assessments required by any applicable federal, state, or local law in connection with Exhibitor's participation in the Free Library Festival. Exhibitor shall indemnify, defend, and hold the Free Library of Philadelphia Foundation harmless for any taxes (including fees and penalties, if any) required to be paid by the Free Library of Philadelphia Foundation in connection with Exhibitor's activities under this contract. Exhibitor shall provide the Free Library of Philadelphia Foundation with all requested documentation to evidence Exhibitor's compliance with tax laws and rules upon request.

EXHIBITOR SERVICES MANUAL

- 18) An Exhibitor Services Manual will be sent to all accepted exhibitors in March 2010. The terms and conditions of the Exhibitor Services Manual, as amended from time to time by the Free Library of Philadelphia Foundation, shall be considered part of this Contract. The Exhibitor Services Manual contains instructions for on-site check-in and load in/out, guidelines for booth set up and breakdown, and other important information. Exhibitors are required to review and be familiar with the terms and conditions of the Exhibitor Services Manual.

REFUNDS & CANCELLATIONS

- 19) There is a 50% cancellation penalty through March 5, 2010. Cancellations must be made in writing and postmarked by March 5, 2010. No refunds for cancellations will be made after March 5, 2010.
- 20) The Festival takes place rain or shine. In the event of severe weather, the Free Library of Philadelphia Foundation reserves the right to close the Festival completely or partially. Refunds will not be issued due to inclement weather.
- 21) If the Festival is cancelled by the Free Library of Philadelphia Foundation, 100% of exhibitor fees will be refunded to the Exhibitor.

ACKNOWLEDGEMENT

- 22) Exhibitor acknowledges that execution of the Exhibitor Registration Form binds Exhibitor to the terms of the Free Library Festival Exhibitor Contract.