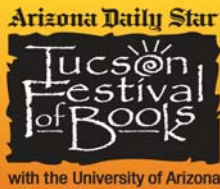


EXHIBITORS – PLEASE PRINT & BRING TO FESTIVAL



TucsonFestivalofBooks.org

2012 Tucson Festival of Books EXHIBITOR HANDBOOK

A Celebration of Books, Authors, Literacy and Reading
March 10 & 11, 2012

(rev 2-12)

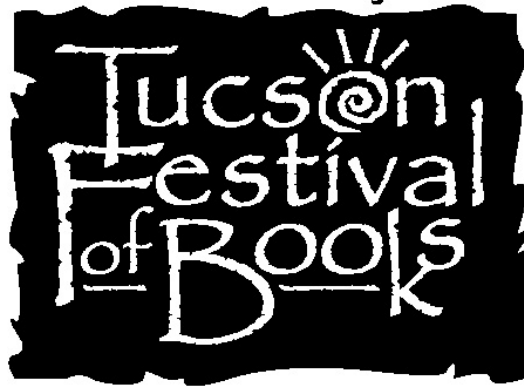
Festival Contact:

Jan and Rick Kleiner

2012 Exhibitor Co-Chairs

exhibitors@tucsonfestivalofbooks.org

Arizona Daily Star



with the University of Arizona®

Presented by:



THE UNIVERSITY OF ARIZONA
MEDICAL CENTER

TABLE OF CONTENTS

ACTIVITIES/VENUES.....	1
FESTIVAL WEB SITE.....	1
RAIN POLICY	2
FESTIVAL PARKING.....	2
EXHIBITOR RELATIONS	2
BOOTH BANNER	2
EXHIBITOR LISTING	2
AUTHOR SIGNING LISTING.....	3
COSTUMED CHARACTERS.....	3
CROWD CONTROL AND AUXILIARY SIGNING AREAS.....	3
CHILDREN'S AREA & SCIENCE AREA	3
USE OF FESTIVAL OF BOOKS OFFICIAL CLOTHING.....	3
TYPES OF MATERIAL ACCEPTABLE FOR SALE.....	4
FESTIVAL OF BOOKS BOOKMARKS	4
DINING AND FOOD SERVICES	4
LOST AND FOUND ITEMS	4
LOST AND FOUND CHILDREN.....	4
FIRST AID	5
BOOTH PACKAGE.....	5-6
ADDITIONAL TABLES & CHAIRS.....	6
OPTIONAL ELECTRICAL SERVICE.....	6
TELECOMMUNICATIONS, INTERNET OR ISDN SERVICES	6
SECURITY.....	6-7
WHAT EXHIBITORS ARE EXPECTED TO BRING	7
WHAT EXHIBITORS ARE ADVISED TO BRING	7
EXHIBITOR LOAD-IN APPOINTMENT	7
EXHIBITOR PARKING PASS & LOAD-IN ZONE PLACARDS	8
MOVING EXHIBITOR MERCHANDISE	8

INVENTORY MANAGEMENT	8
SATURDAY NIGHT	9
NO FESTIVAL OVERNIGHT STORAGE.....	9
EXHIBITOR MOVE-OUT	9
LOADING ZONE ACCESS DURING MOVE-OUT	10
EXHIBITOR CONTRACT.....	10
LICENSES, TAXES AND PERMITS.....	10
BOOTH ASSIGNMENT AND PLACEMENT.....	10
BOOTH SIGNAGE.....	11
BOOTH AND DÉCOR COLORS	11
CARE OF BOOTH SPACE	11
STAFFING REQUIREMENTS	11
ALL ITEMS MUST STAY WITHIN YOUR BOOTH.....	12
NO FLAMMABLE MATERIALS AND NO COMBUSTIBLE DECORATIONS	12
SOUND LEVEL.....	12
DISTRIBUTION OF LITERATURE	12
EVENTUALITIES.....	12
EXHIBITOR BOOTH TERMS & CONDITIONS	12-14
CANCELLATION POLICY	14
OFFICIAL FESTIVAL BOOK SIGNINGS.....	14
CITY OF TUCSON BUSINESS TAX & LICENSE BROCHURE	15 - 16
UA MALL LOAD-IN APPOINTMENT ACCESS MAP	17

EVENT LOCATION AND INFORMATION

Location: University of Arizona campus

Dates: Saturday, March 10, 2012 9:00 a.m. to 5:30 p.m.
Sunday, March 11, 2012 9:00 a.m. to 5:30 p.m.

Admission: The Festival is free and open to the public

Website: <http://www.tucsonfestivalofbooks.org>

ACTIVITIES/VENUES *(subject to confirmation)*

The Festival is held outdoors and indoors, depending on the activity.

INDOOR ACTIVITIES

Panel discussions
Individual author sessions
Poetry venue
Workshops

OUTDOOR STAGES and ACTIVITIES

Arizona Daily Star Stage
University of AZ Medical Center Venue
Create TV Culinary Stage
UA Mall Stage
Entertainment Stage
Bookman's
Diamond Children's Area
Food Court
UA Bookstore
Western National Parks
Signing Tents & Exhibitor Tents
Family Entertainment & Teen Areas

VENUES

UA Bookstore
UA South Ballroom
Gallagher Theater-Student Union
Student Union Catalina & Tucson Room
Integrated Learning Center:
119, 120, 130, 137, 140, 141, 150, 151
Chemistry Building 111 & 134
Henry Koffler Building 204
Education Building Kiva, 331, 333, 349, 351, 35
Modern Language Building 311, 350
McDonalds Entertainment Stage
UA Mall Stage
Arizona Daily Star Stage
Nuestras Raices Stage
Science Stage and Zone
Create TV Culinary Stage
William & Mary Ross Foundation Storytelling
Stage

FESTIVAL WEB SITE

The Festival of Books website is <http://www.tucsonfestivalofbooks.org> We encourage you to surf the site prior to the Festival. There is an enormous amount of information available regarding the authors, exhibitors, programs and special events. Thousands of people are involved with the Festival and you will gain a sense of the community's active involvement in the event.

If you are booking accommodations, please refer to the discounts available from hotel and motels listed on the website. Please mention that you are participating in the Book Festival.

RAIN POLICY

The Festival of Books will be held rain or shine.

FESTIVAL PARKING

As described on the Festival website, there is an enormous amount of free parking available around the University of Arizona for use by the general public during the Festival of Books.

As an Exhibitor, you will be provided one parking pass per 10'x10' exhibitor booth for your use in the reserved Exhibitor parking area – please see the section titled “EXHIBITOR PARKING PASS & LOAD-IN ZONE PLACARDS” for more information.

EXHIBITOR RELATIONS

Volunteers will wear brightly colored Festival T-shirts. Volunteers will be available when you arrive in the morning to guide you with your set up.

Volunteers will assist you with your questions and monitor general exhibitor rules and regulations. They will rove your area and work to solve any problems in a timely manner.

If at any time during the Festival you need assistance, go to the nearest information booth in your area.

BOOTH BANNER

Each Exhibitor will be provided a booth banner for your booth signage that will already be affixed to your booth when you load-in. Banner is property of the Festival and must be left in place on the booth when you load-out Sunday evening.

EXHIBITOR LISTING

As an exhibitor, you are provided with one exhibitor listing. The descriptive information that you provided when you registered (including your website link) is posted on-line on the Festival website and via mobile apps. This information will also be published in the AZ Daily Star newspaper’s Festival of Books special section on the Sunday preceding the Festival. Copies of the special section are available at the Festival.

Your contact information will enable Festival attendees to locate your Booth at the Festival as well as to separately contact you.

AUTHOR SIGNING LISTING

Exhibitors may arrange for authors to sign books in their booth so that Festival attendees can locate their favorite authors and accordingly visit your booth. In February, you will receive via email an assigned password from the Festival in order to log-in to the Festival website. You will be able to enter author signing information (names, dates and times) to be included in your on-line exhibitor listing and the AZ Daily Star newspaper's Festival of Books special section. Please be advised that it is not otherwise possible for the Festival to include your authors' information in the Festival website and database.

COSTUMED CHARACTERS

The Festival staff must approve appearances of costumed characters. Exhibitors considering inviting or arranging costumed characters to appear in their booth(s) must obtain this approval not later than one week prior to the Festival.

CROWD CONTROL AND AUXILIARY SIGNING AREAS

The Festival must maintain safe and unobstructed walkways throughout the venue. Any activity in or around booths that obstructs the public may be constrained or curtailed at the sole discretion of the Festival management. In addition, the Festival reserves the right to shut down or move an author signing taking place in an exhibit booth at its sole discretion.

CHILDREN'S AREA & SCIENCE AREA

The Children's Area encompasses the large area north of the UA Mall between the Modern Languages Building and the Psychology Building and South of the Education Building. Many anchor activities like arts and crafts and story telling have been scheduled for the Children's Area.

The Science Area is located at the east end of UA Mall, extending eastwards from Cherry Street. The large area encompasses many anchor activities including speakers, displays and 'hands-on' activities suitable for the entire family.

The Festival reserves the authority to assign booths in the Children's and Science areas in keeping with theme and exhibitor requests.

USE OF FESTIVAL OF BOOKS OFFICIAL CLOTHING

To help you promote your participation at the Festival of Books, such as ordering T-shirts for your booth staff, you are welcome to contact the official Festival clothing vendor Youth Monument Clothing. You can reach Nick Ventura at 323-521-1397 nick@youthmonument.com for T-shirts and other related assistance that you might wish.

TYPES OF MATERIAL ACCEPTABLE FOR SALE

Exhibitors are permitted to primarily sell books and book related merchandise and other merchandise appropriate for our family oriented audience. The Tucson Festival of Books reserves the right to deem certain materials to be inappropriate for sale and/or display.

FESTIVAL OF BOOKS BOOKMARKS

The Festival has printed bookmarks to promote the Festival. The bookmarks will be available at the Festival.

DINING AND FOOD SERVICES

UA restaurants and concession stands will be open both days (Saturday and Sunday) during Festival hours. Major concession stands are located in the Student Union near the UA Bookstore. Food Courts will also be open on the UA Mall - Central near the Culinary stage and UA Mall - East in the Science area.

LOST AND FOUND ITEMS

Items lost during the Festival should be turned into the Lost and Found Booth or the closest information booth in your zone. Items will be kept until the end of the day on Sunday.

LOST AND FOUND CHILDREN

A child who has become separated from his or her parent or guardian is a critical situation at the Festival due to the size and number of attendees. If a lost child is found at your booth, please ask that child to stay at your booth. Stay with the child and send *someone else* to report the situation to any of the following:

- The closest Festival Information Booth
- The First Aid Tent
- Any Security Volunteer
- Any Festival volunteer with walkie talkie's

The person you send will need to know your booth name and number, your booth location in the Festival and the child's name. A notification will be dispatched and a search for parents will ensue. **DO NOT** allow the child to leave your booth or protection, even if the parents return, until the proper authorities have arrived at your booth, verified identities, and cancelled the notification.

FIRST AID

Medical Emergencies:

The Tucson Festival of Books will have a compliment of onsite emergency medical personnel. If an emergency medical situation arises at or near your booth, you can contact the appropriate personnel through the following:

- A Festival exhibitor relations' representative
- The closest Festival information booth
- The First Aid Tent
- Any Security Volunteer
- Any Festival volunteer and staff with walkie-talkie's

You will need to give the dispatcher or other personnel your name, the injured person's exact location (booth name, booth number, location in the Festival), and what the medical condition is.

Minor Injuries:

The Festival has a First Aid Station located at the East and West end of the mall area. Please consult your Festival map for the exact location.

If the injury is non-life-threatening and the patient can safely walk, they should be directed to the First Aid Station for care and treatment. The First Aid Station can dispense items such as aspirin or other pain relievers, and administer first aid for cuts, scraps, exhaustion, etc.

All Emergency Medical Personnel for the Festival are dispatched from the First Aid Station, so if you cannot locate a medical technician, you may visit the First Aid Station for help.

BOOTH PACKAGE

Each standard booth package includes:

- One canopy (booth) - 10'x10' - 100' square feet of exhibit space with vinyl side and back walls
- One 6' table and two folding chairs per 100 square feet of booth space
- One ID booth banner – measurement will vary based on booth size and configuration
- One Exhibitor Listing on-line on the Festival of Books webpage and in the AZ Daily Star Festival insert published on Sunday before the Festival
- One parking pass per 100' square feet on the University of Arizona campus for each Festival day
- One loading zone placard per contract for access to assigned load-in zone at the Festival
- NOTE: The booth banner is property of the Festival and must be left in place at conclusion of Festival. Exhibitors will be charged for equipment provided by the Festival that is missing from their booth(s) at the end of the Festival.



Exhibitors may furnish their booths with their own tables, bookshelves, etc., as long as all items conform to the guidelines herein. Tables and other furniture can be placed anywhere in an exhibitor's booth as long as all furniture stays within the dimensions of the booth and setup does not pose a safety hazard.

ADDITIONAL TABLES AND CHAIRS

Exhibitors may order additional booth tables and chairs by contacting AZ Party Rental, phone 520-327-6678, not later than one week prior to the Festival. Payment arrangements for these additional items are made directly between the exhibitor and AZ Party Rental.

OPTIONAL ELECTRICAL SERVICE

As part of their exhibitor contract, exhibitors had the option to order electrical service at an additional cost. If you did not pre-order electrical service and now wish to do so, please contact the Festival immediately regarding whether arrangements can be made and the additional cost to do so. Electrical service may be restricted to specific booth locations.

TELECOMMUNICATIONS, INTERNET OR ISDN SERVICES

No phone lines will be provided for booths. Exhibitors are encouraged to bring cell phones for communication purposes. Wireless service exists in the majority of the UA Mall area, however there is no guarantee of connectivity. You are welcome to use any outside service.

SECURITY

The Festival will provide security throughout the Festival and overnight on Saturday evening. No other guards or exhibitor staff will be allowed on the Festival grounds overnight. Our security staff will roam the grounds but will **NOT** be stationed at one particular booth.

Exhibitors who leave materials in their booths do so at their own risk. If you are concerned about the safety of your merchandise, you are encouraged to remove your merchandise from the booth. Vehicle access to load-in areas is not allowed on Saturday evening. However, your vehicle will be parked in the adjacent Exhibitor parking area which is within easy walking distance of the Festival.

WHAT EXHIBITORS ARE EXPECTED TO BRING

As an exhibitor, your responsibilities include, but are not limited to bringing:

- Books and other-related merchandise
 - Parking/loading zone placards
 - Equipment to decorate the interior, other than what's provided in your standard booth package
 - Table covers for your 6' table (recommend a fresh set for each day of the event)
 - Plastic trash bags to dispose of your trash.
 - Sufficient funds (cash and coins) and credit card forms to handle purchase payments.
-

WHAT EXHIBITORS ARE ADVISED TO BRING

- Boxes and sealing tape for moving, storing and shipping your merchandise.
 - Pens, markers and other writing instruments you may need.
 - Extra clothes to dress in layers (the morning can be chilly and then the day typically gets warmer).
 - Food and water — there isn't always enough break time for exhibitors to get to the food areas and back!
 - Sun block, sunglasses and hats if you think you might need them.
 - Inexpensive plastic tarps, especially to cover merchandise and the openings to your booth overnight
-

EXHIBITOR LOAD-IN APPOINTMENT (Please see UA Mall Load-In Access Map, Page 17)

Your exhibitor load-in appointment is the time during which you will load-in and set up your booth. Load-in is scheduled when the Festival is closed. However, please use extreme caution when driving and moving materials on the Festival grounds.

On Saturday, March 10 and Sunday March 11, 2012, your assigned load-in appointment and entry point will correspond to the number series of your booth. Around March 1st, you will receive an email from the Festival assigning you to one specific forty-five minute interval (from 6:00 AM. to 6:45 AM, or from 6:45 AM to 7:30 AM, or from 7:30 AM to 8:15 AM) via the Entry Point appropriate to your booth's location. Please see UA Mall Load-In Access Map, Page 17. You will have the same load-in assignment for both mornings.

Note – the Festival opens to the public at 9:00 AM and closes at 5:30 PM.

EXHIBITOR PARKING PASS & LOAD-IN ZONE PLACARDS

When you arrive at your exhibitor load-in appointment (as described on preceding page in Exhibitor Load-In Appointment), a Festival traffic coordinator will greet you. On Saturday morning, you will receive your Parking/load-in zone “placard” and Exhibitor Parking Pass. You will then be directed to the load-in zone nearest your booth.

NOTE: You may bring only one vehicle through the exhibitor vehicle entrance for load-in! You should select a vehicle with sufficient capacity to complete your load-in in one trip.

Parking/load-in zone “placard” The placard will indicate your assigned load-in zone nearest to your booth. Your placard must be clearly displayed on your dashboard while your vehicle is temporarily parked in your assigned load-in zone during your load-in time period. You have forty-five minutes to unload your vehicle and then proceed to the exhibitor parking area. As you can understand, the time limit will be strictly enforced. Exhibitors unloading at a time or zone other than the one to which you have been assigned or leaving your vehicle in the load-in zone beyond the allowed time risk having their vehicle ticketed and/or towed.

Exhibitor Parking Pass Upon completion of load-in, you will move your vehicle immediately to the Exhibitor parking area in the reserved exhibitor parking area located west of Campbell Avenue on the UA Mall and on the McKale Center lawn. You will receive one parking pass per 10'x10' exhibitor booth. The parking area is a convenient ten minute walk from the UA Mall area where the booths are located.

Please safeguard your Parking/load-in zone “placard” and Exhibitor parking pass in order to be admitted to the load-in zone and Exhibitor parking areas on each day of the Festival.

MOVING EXHIBITOR MERCHANDISE

Due to UA facilities regulations, exhibitors cannot drive up to their booth. The exhibitor load-in system described above enables exhibitors to get to designated loading zones near their booth while remaining off the pedestrian walkways.

Exhibitors are responsible for moving merchandise from their cars (or trucks) at the assigned loading zone to their booth(s). There will be Festival volunteers on hand to provide general assistance with the move-in.

INVENTORY MANAGEMENT

Exhibitors are advised to have enough merchandise for the entire day at their booth. The loading zones used for load-in during the early morning are not accessible by vehicles once the Festival begins. However, your vehicle will be parked in the adjacent exhibitor parking area which is within easy walking distance of the Festival.

SATURDAY NIGHT

Before you leave your booth on Saturday night:

- Seal any trash in a trash bag and place the bag directly in front of your booth.
- Break down any boxes you may want to throw away.

There will be some ground moisture on Saturday night; please take the appropriate precautions to move merchandise from the floor of your booth. Please be aware that water may drip down from the top of the interior of the booth.

It is suggested that you put up some sort of tarp over the front of your booth or over your merchandise in order to protect it from the elements, and as a security precaution.

FESTIVAL DOES NOT PROVIDE OVERNIGHT STORAGE

Please be advised that there will be **no overnight storage service** provided by the Festival.

EXHIBITOR MOVE-OUT

Sunday, March 11, 2012

From approximately 5:45 p.m. – 8:00 p.m.

Festival Security will determine the actual time that a safe exhibitor move-out can begin. The approximate time for move-out is around 5:45 p.m.

MUST CLOSE AT 5:30 PM ON SUNDAY - NO EARLY BREAKDOWN

All exhibitors must remain in their booth intact and staffed, until the official closing of the Festival of Books on Sunday at 5:30 p.m.

ONLY ONE VEHICLE

You may bring only one vehicle through the Exhibitor Vehicle Entrance for MOVE-OUT! You should select a vehicle with sufficient capacity to complete your MOVE-OUT in one trip.

Exhibitors will be charged for equipment provided by the Festival that is missing from their booth(s) at the end of the Festival.

Here are some key things to remember when moving out on Sunday.

- Please remove **EVERYTHING** from your booth that you brought to the Festival.
- The Festival will remove booth banner, all tables, chairs, and other equipment provided from the booths after exhibitors depart.
- Place all bagged trash at the front of your booth for pickup at 5:30 p.m. on Sunday evening.
- Please break down any boxes you want to be thrown away.

Clean-up Fee: Exhibitors who fail to remove all merchandise and materials from their booth(s) will be charged a \$100 clean-up fee per 10x10 space.

LOADING ZONE ACCESS DURING MOVE-OUT

Vehicles will **not** be allowed access to a loading zone until authorization is given by a security volunteer to permit motor vehicle traffic in the restricted areas.

Exhibitors must have all materials boxed and moved to their loading zone before driving their vehicles to the loading area.

EXHIBITOR CONTRACT

This Exhibitor Handbook provided to each exhibitor is considered part of the binding contract between the exhibitor and the Festival.

LICENSES, TAXES AND PERMITS

Exhibitors shall obtain at their own cost and expense any necessary licenses and official permits necessary for the purpose of selling their merchandise or services at the *Tucson Festival of Books*. Festival Management may require copies of all applicable permits. Exhibitors who sell merchandise or services to attendees must provide the purchaser with a sales slip describing the articles sold. The individual exhibiting company must collect and remit to the proper municipal or state agencies all applicable local and/or state taxes.

A temporary resale permit may be obtained from:

Arizona Department of Revenue
<http://www.aztaxes.gov>

City of Tucson (see City of Tucson tax brochure, p. 15)
<http://cms3.tucsonaz.gov/finance/business-information>

*For questions re City of Tucson, please contact Finance Analyst
Janet Nickell (520) 837-4406 janet.nickell@tucsonaz.gov

BOOTH ASSIGNMENT AND PLACEMENT

The Festival assigns booths at its sole discretion. The Festival does not guarantee that any exhibitor will be assigned a specifically requested booth. You will be informed of your booth assignment in late February. The Festival of Books booth assignment process is extraordinarily complex. The complexity results from a strong effort to place booths in safe locations within a limited space while maintaining a high quality guest experience.

Festival management strives to make the booth assignment process fair and balanced. Several factors are considered in making each assignment. Primary factors used for booth placement are previous year(s) as an exhibitor and the date the Festival receives full booth payment.

Festival staff reads the requests for booth placement written on the contract. In each case, an attempt is made to fulfill the request. Festival staff may contact exhibitors by telephone during the booth assignment period to ask for a clarification of their request.

BOOTH SIGNAGE

The Festival will provide and install one booth banner for each booth. Only official Festival booth signage can be displayed on the exterior of exhibitor booths. Exhibitors are prohibited from using their own signage anywhere other than in the interior of the booth. The official Festival-issued booth signage cannot be covered by an exhibitor's own signage of any kind. Any signage used in violation of these regulations will be removed. Signs are the property of the Festival and shall not be removed.

BOOTH AND DÉCOR COLORS

Each 10'x10' exhibitor booth measures 10' feet high (nominal), with vinyl side and backwalls. Exhibitors must not take down or change the location of any booth sidewalls.

General Festival exhibitor booths have white-wall interiors with white or striped canopy tops. **Exhibitors cannot bring their own booths or their own canopies.**

- Display items must conform to the interior dimensions of the booth and must not be affixed to the wall, signage or roof of the booth.
 - If exhibitors wish to hang something from the inside of the booth, the item must be hung from the rear horizontal metal frame tubing (approximately 8' from the ground). Weight of all items to be hung in a booth cannot exceed a total weight of 10 pounds. No signs may be hung on exterior side or exterior backwalls.
 - No items can extend beyond the dimensions of the booth. Any items that do so will be removed.
 - Exhibitors are not allowed to bring their own generators.
-

CARE OF BOOTH SPACE

Festival Management will ensure cleanliness of aisles and common areas, but each exhibitor is responsible for keeping their booth space clean and in good order. Exhibitors are solely responsible for safe operation of exhibits and equipment.

STAFFING REQUIREMENTS

Exhibitors must have their booths staffed continuously during the following hours:

Saturday, March 10 **9:00 a.m. - 5:30 p.m.**

Sunday, March 11 **9:00 a.m. - 5:30 p.m.**

All staff must be at least 16 years of age or older.

ALL ITEMS MUST STAY WITHIN YOUR BOOTH

All tables, chairs and display items must stay within your exhibit booth. No item of your booth can extend beyond the point at which your tent ends. If any of your materials are positioned outside of your booth you will be asked to move them in.

NO FLAMMABLE MATERIALS AND NO COMBUSTIBLE DECORATIONS

The UA Fire Department requires that all materials used in your booth for exhibit and decorative purposes are flame-retardant. No open flames, heaters, candles, incense burners or similar paraphernalia will be permitted in, or around, exhibitor booths.

No smoking is allowed in any exhibitor tent or canopied area.

SOUND LEVEL

No amplified sound in or around your booth is permitted. Festival Management reserves the right to determine at what point sound constitutes interference with other exhibitors.

DISTRIBUTION OF LITERATURE

Distribution of literature, samples, or any type of giveaway items must be done from within your booth space **only**.

EVENTUALITIES

In case the facilities shall be destroyed by fire, or the elements, or by any cause, or in case any other circumstances make it impossible for Festival Management to permit the contracted space to be occupied by the exhibitor, this agreement will terminate. The exhibitor agrees to waive any claim for damages or compensation except the pro rata return of the amount paid for the exhibit space.

2012 TUCSON FESTIVAL OF BOOKS

EXHIBITOR BOOTH TERMS & CONDITIONS

posted on the Tucson Festival of Books web site

- In order to exhibit at the Event you must either sell books, book related products or promote a literacy, literary or educational oriented program or must be engaged in business which provides a public benefit. Sponsors are exempt from these criteria. All companies exhibiting in partnership at the event must also fulfill these criteria. The Tucson Festival of Books reserves the right to allow or refuse participation by any company or organization at its sole discretion.
- Exhibitor may distribute printed advertising, samples and souvenirs and may perform music, have

costumed characters and display artwork from within the Exhibitors' own booth only; provided that all distributed, performed or displayed materials ("Exhibitor Material") shall be subject to the approval of the Tucson Festival of Books, in its sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to the Tucson Festival of Books that it has obtained, all necessary licenses and permissions to distribute, perform or display any Exhibitor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws.

- The Exhibitor Contacts listed in this contract shall be authorized to make all decisions regarding exhibiting.
- Exhibitors give the Tucson Festival of Books 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.
- Exhibitor shall indemnify, defend and hold harmless the Tucson Festival of Books Event sponsors and their employees, 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 Event, or any breach of representation, warranty or covenant in this contract.
- The Tucson Festival of Books, Event sponsors and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and 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 Tucson Festival of Books or Event sponsors.
- Exhibitor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of the Tucson Festival of Books in such amounts acceptable to the Tucson Festival of Books and evidence of such insurance shall be provided to the Tucson Festival of Books promptly upon its request.
- 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 Event. Exhibitor shall indemnify, defend and hold the Tucson Festival of Books harmless for any taxes (including fees and penalties, if any) required to be paid by the Tucson Festival of Books in connection with Exhibitor's activities under this contract. Exhibitor shall provide the Tucson Festival of Books with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
- If for any reason the Event is cancelled or rescheduled, Exhibitor's sole remedy shall be the recovery of the fees paid pursuant to this contract (on a pro-rata basis if only a portion of the Event is canceled).
- Under no circumstances shall the Tucson Festival of Books 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.
- Failure to adhere to any deadlines set forth in this agreement may result in forfeiture of related benefits.
- Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights hereto.
- Waiver of any term of this contract or failure of the Tucson Festival of Books to terminate this contract on account of any breach by Exhibitor shall not be deemed a waiver of the Tucson Festival of Books' rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach of Exhibitor.
- This contract, together with any exhibits or attachments, constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes all prior statements or agreements, both written and oral. Exhibitor agrees that no representations of any kind have been made to Exhibitor by the Tucson Festival of Books or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.
- This contract shall be governed by the laws of the State of Arizona. This contract shall be deemed to be entered into and performed in the County of Pima, where the principal office of the Tucson Festival of Books is located, and such County shall be the forum of any legal action relating to this contract.
- The parties agree that all claims and disputes arising from or related to this contract shall be subject to mediation and any matters not settled by mediation will be subject to binding arbitration. Unless the parties agree upon a mediator or an arbitrator within 20 days of notice from a party, the mediator and/or arbitrator shall be chosen by the Chief Civil Judge in the Superior Court in and for the County of Pima. The parties shall share equally in the cost for mediation and arbitration. The prevailing party shall be awarded reasonable attorneys' fees, costs of arbitration and any expert witness fees and costs.
- ALL SERVICES MUST BE PAID IN FULL BY DECEMBER 15, 2011.
- Exhibitor booths are assigned on first come - first served basis. Exhibitors may not relocate themselves. Location assignments by the Festival are final.

- o Communication with the Exhibitor Committee shall be addressed via email to exhibitors@tucsonfestivalofbooks.org

CANCELLATION POLICY: 50% cancellation penalty. All cancellations must be in writing and emailed by December 1, 2011. No refunds given after December 10, 2011.

THIS APPLICATION/CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT – NO ADDITIONAL ACKNOWLEDGEMENT OF PAYMENT WILL BE PROVIDED BY THE FESTIVAL.

I accept the terms and conditions of this contract.

CANCELLATION POLICY

Upon written notice to Festival, there is a 50% cancellation penalty for cancellations written and postmarked by December 1, 2011. No refunds given after December 10, 2011.

OFFICIAL FESTIVAL BOOK SALES AND SIGNINGS *(subject to confirmation)*

Most official Festival authors are available to sign their books at the official Festival book sales and signing areas following their panel. There are five official Festival Book sales and signing areas:

#1 - Sales & Signing Area

UA Mall North side - south of Student Union

#2 Sales & Signing Area

UA Mall North side - south of Modern Language

#3 Sales & Signing Area

Children's Area - south of Education Bldg

#4 Sales & Signing Area

UA Mall Integrated Learning Center (ILC) Lower level - enter from Children's area or UA Library

#5 Sales & Signing Area

UA Mall South side- north of Koffler Building

When each author panel ends, Festival volunteers will escort authors from their panel room to their designated Festival book signing area. There is a canopy designated for each author/panel to sign in.

Attendees then meet with the author for autographs. There is no charge for the autographs and most authors sign autographs for approximately one hour.

CITY OF TUCSON BUSINESS TAX & LICENSE BROCHURE

SEE "LICENSES, TAXES AND PERMITS" – PAGE 10

organizing activity is a not-for-profit. Sales at such an event are not exempt from sales tax unless all proceeds will go to the sponsoring organization. If you already have a City of Tucson business license, you do not need a special events license.

IT'S A BIG EVENT AND I PLAN TO SELL AT MORE THAN ONE LOCATION. HOW MANY LICENSES DO I NEED?

If sales go through a common register, only one sales tax report is filed for the event by the business operating the register. If sales do not go through a common register, each licensed party is responsible for collecting and paying the appropriate sales tax.

HOW DO I GET A LICENSE?

You may apply for a regular business license on-line at <http://cms3.tucsonaz.gov/ctax/>. You cannot register for a special event license on-line yet. You can download a license application at

<http://cms3.tucsonaz.gov/finance/licenses>.

When filling out the application, put the business start date as the first day of the event. In Section IV, Business Type, write "Special Event License" and put the name, location, and dates of the event. Use your business information, including addresses, in Section I, II, and III. Do not put the event address in these sections. Mark your envelope "Attn: Special Event" for faster processing.

This brochure is intended to help those who sell products or services at temporary locations and for special events such as fairs, craft shows, festivals, markets and similar activities. It is not applicable to those who sell only at the Fourth Avenue Street Fairs or the Tucson Rodeo Parade are covered in the Tucson Municipal Code separately. It is intended to help those persons understand the business privilege (tax) laws that apply to their activities. This information is based on the City of Tucson Business Privilege Tax Code in effect on July 1, 2010.

WHAT IS A SPECIAL EVENT?

This is an activity that lasts only a few days and is held at a defined location. It characteristically has an organizer or organizing group and solicits or permits vendors to pay a fee to occupy space for the purpose of exhibiting or selling. A special event license is valid only for the length of the event. The fee is \$25.

WHO MUST BE LICENSED?

If you sell either tangible goods or services to consumers, you must obtain either a regular business license or special event license. A special event license is valid for only one event and costs \$25. If you plan to do multiple events, you may want to consider getting a regular City of Tucson business license. There is an application fee of \$25 and an annual license fee of \$45, prorated by quarter in the first year. Vendors must be licensed even if the



A GUIDE TO UNDERSTANDING BUSINESS TAXES AND LICENSES

CITY OF TUCSON



WHY ARE TUCSON'S REQUIREMENTS DIFFERENT FROM OTHER CITIES I HAVE SOLD IN?

Most incorporated towns and cities require a business license. All Arizona cities and towns use the Model Cities Code. The Model Cities Tax Code is a uniform set of tax provisions for all cities that levy a business privilege tax. Some of those cities do not collect their own taxes. Vendors send all taxes to the state and the state then distributes the money to those cities. Other cities like Tucson collect taxes themselves. Cities and towns may have unique licensing requirements for Special Events that are not included in the Model Cities Tax Code.

HOW DO I KNOW WHAT THE DIFFERENT REQUIREMENTS ARE?

The Arizona Department of Revenue maintains a list of the different participating cities at <http://www.azdor.gov/Business> with linked contact information. The home page, <http://www.azdor.gov> has further information on state requirements. You may also obtain information on each city's or town's website.

WHO MUST PAY?

If you are in the business of selling to consumers and the sale is not exempt from city tax, you must pay. Arizona and

Tucson have a business privilege tax. That means that the seller owes the tax whether or not the seller added tax to the price of the items sold. The burden of proving that a sale is not taxable is on the seller. If you sell services, those sales are generally exempt from tax. There are some exceptions and special situations. Please consult the brochure *Retail Sales: A Guide to Understanding Business Taxes and Licenses* for more information on this.

HOW DO I PAY?

For a special event, you will be given a City of Tucson tax return for that time period. The tax return is due the 20th of the month following the month of the last date of the event. For example, the event ends on August 13th. Your tax return is due on September 20th. City of Tucson tax rate is 2%.

WHAT ARE THE ORGANIZER'S RESPONSIBILITIES?

If an individual promotes, schedules, contracts for or arranges a public event where others gather to sell, show, exhibit, display, entertain or render any services to the general public for less than 22 days, that person qualifies as a promoter and requires a license. Whatever assistance the organizer may give to those at the event, the final responsibility for the license and tax is on the seller.

FOR MORE INFORMATION ABOUT...

Taxes – contact the Audit Section:
City of Tucson – Tax Audit Section
255 W. Alameda - Second Floor
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4681

Licenses – contact the License Section:
City of Tucson - License Section
255 W. Alameda - First Floor
P.O. Box 27210
Tucson, Arizona 85726-7210
(520) 791-4566
Tax-license@tucsonaz.gov

Hearing impaired: TDD (520) 791-2639

Visit the City of Tucson Web Page at:
<http://www.tucsonaz.gov>

To read more about the business privilege tax:
<http://cms3.tucsonaz.gov/finance/business-information>

*Thanks For Opening and
Operating Your Business
In the City of Tucson!*



The City of Tucson prepared this brochure. It does not provide comprehensive explanations of Tucson tax laws, rules, or regulations. Specific questions should be addressed to the City of Tucson Tax Audit Section.

Rev. 11-10



UA MALL LOAD-IN APPOINTMENT ACCESS MAP

SEE "EXHIBITOR LOAD IN APPOINTMENT" - PAGE 7

ENTRY POINT #1:
SOUTHWEST
CORNER OF
OLD MAIN
(access from Park
& University)

ENTRY POINT #2:
WEST OF CHERRY
ON NORTH SIDE
OF UNIVERSITY
(access from Cherry
& Speedway)

ENTRY POINT #3:
EAST OF CHERRY
ON SOUTH SIDE
OF UNIVERSITY
(access from Cherry
& Speedway)

