

**Word of South Festival of Literature and Music 2021
Vendor Application/Agreement**

Company/billing name: _____ ("*Vendor*")

Vendor agrees to exhibit, and Florida Litfest, Inc. agrees to allow Vendor to sell at the Word of South Festival of Literature and Music to be held on April 10 – 11, 2021 at Cascades Park, Tallahassee. Registration should be received on or before March 15, 2021 to guarantee space. Fee also includes one 6-8 foot table and two chairs. Any additional equipment is at the expense of the vendor.

Contact Information

Contact: (Person coordinating the booth) _____

Company Name: _____

Name as it should appear on booth exhibitor sign & listing: _____

Daytime Phone: _____ Fax: _____ Cell Phone: _____ E-mail: _____

Street Address: _____

(No Post Office Boxes)

City: _____ State: _____ Zip: _____

Florida Special Festival/Sales Tax license number: _____

Type of Business (*choose one*): Bookseller Publisher Self-Published Author** Published Author Musician
 Non-Profit Other (please specify) _____

Please check all appropriate categories to describe what you are selling

General (*full line*) Used Books Children's Books Antiquarian Music Other

Cultural or Special Interest (*please specify*) _____

Religious or Inspirational (*please specify*) _____

Merchandise (*t-shirts, CDs, etc. – please specify*) _____

Other (*please specify; food and beverage sales not permitted*) _____

Self-Published Author (*please provide name of author and book title(s)*) _____

Company Information (*If the applying vendor is other than above contact, please complete this section*)

Person Signing Application: _____

Company: _____ E-Mail: _____

Company Phone: _____ Company Fax: _____

Company Address: _____ Company City: _____

Company State: _____ Company Zip: _____

** A self-published book is one that has not gone through a traditional vetting process at a publishing house and has been issued at the expense of the author rather than the publisher.*

Vendor Criteria

In order to secure space at the Word of South Festival of Reading you must either sell books, music, book-related or music-related products. Sponsors are exempt from these criteria. Florida Litfest, Inc. reserves the right to refuse participation by any company/organization or individual at its sole discretion.

General Information

The Word of South Festival of Literature and Music will obtain all necessary City of Tallahassee licenses. Vendors are responsible for collecting and remitting the proper State Sales Tax.

As the Word of South Festival is a popular family festival, we advise exhibitors to sell and distribute books, music and merchandise appropriate to our audience. Florida Litfest, Inc. reserves the right to deem materials appropriate in its complete discretion. Unacceptable materials cannot be promoted, displayed or sold. No food or beverage sales or any type of performance shall take place in any booth.

Vendor applications are accepted, and booths are assigned on a first-come, first-served basis. Please be advised that booth space is limited and expected to sell quickly. Once we sell allotted space, we will close booth sales. Therefore, exhibitors are encouraged to submit their completed exhibitor application and payment as soon as possible. No application will be processed without payment in full.

Please note the following:

- In order to ensure a diverse representation at the 2021 Word of South Festival of Literature and Music, no single company may occupy more than two (2) booth spaces.
- The number of representatives in the booth is limited to the number of chairs provided (two per 10x10 space).
- We do not anticipate power being available at the booths, and do not permit generators.

Terms and Conditions:

1. This application shall constitute a valid and binding contract only when countersigned by Florida Litfest, Inc. Applications are considered on a first-come, first-served basis, based upon receipt of this application. Florida Litfest, Inc. reserves the right, in its sole discretion to refuse participation in the Festival, or to limit the number of booths provided, to any applicant for any or no reason.

2. Vendor may distribute printed advertising, samples and souvenirs and display artwork from within Exhibitors' own booth only; provided that all distributed or displayed materials ("Vendor Material") shall be subject to the approval of Florida Litfest, Inc., in its sole discretion. No music may be performed. In addition, Vendor shall be solely responsible for obtaining and warrants to Florida Litfest, Inc. that it has obtained all necessary licenses and permissions to distribute, perform or display any Vendor Material which is protected by copyright, trademark publicity or misappropriation laws, or any other intellectual property or other laws.

3. The Vendor contact listed on the application shall be authorized to make all decisions regarding exhibiting at the Word of South Festival of Literature and Music.

4. (a) Vendor shall indemnify, defend and hold harmless Florida Litfest, Inc., the City of Tallahassee, Festival sponsors and the employees, representatives and agents of each from claims, liabilities, injury, loss or damage to property or persons (including death) arising out of Vendor's activities in connection with the Festival, or any breach of representation, warranty or covenant in this contract.

(b) The Florida Litfest, Inc., the City of Tallahassee, Festival Sponsors and the 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 an injury, loss or damage to the person or property of Vendor, its employees, representatives or agents, except to the extent arising out of the sole negligence of Florida Litfest, Inc., the City of Tallahassee, or Festival sponsors.

(c) Vendor 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 Florida Litfest, Inc. in such amounts acceptable to Florida Litfest, Inc. and evidence of such insurance shall be provided to Florida Litfest, Inc. promptly upon its request.

5. Vendor 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 Festival. Vendor shall indemnify, defend and hold the Florida Litfest, Inc. harmless for any taxes (including fees and penalties, if any) required to be paid by the Florida Litfest, Inc. in connection with Vendor's activities under this contract. Vendor shall provide Florida Litfest, Inc. with all requested documentation to evidence Vendor's compliance with tax laws and rules.

6. If for any reason the Festival is cancelled or rescheduled, Vendor'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 Festival is cancelled).

7. Under no circumstances shall Florida Litfest, Inc. 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.

8. Failure to adhere to any deadlines set forth in this Agreement may result in forfeiture of related benefits.

9. Vendor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights hereto.

10. Exhibitor shall not deem waiver of any term of this contract or failure of Florida Litfest, Inc. to terminate this contract on account of any breach by Vendor a waiver of Florida Litfest, Inc.'s rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach.

11. 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 Florida Litfest, Inc. or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

12. This contract shall be governed by the laws of the State of Florida. This contract shall be deemed to be entered into and performed in Leon County, where the principal office of Florida Litfest, Inc. is located. The sole and exclusive jurisdiction for any claims actions or proceedings shall be in a state court of competent jurisdiction in Leon County, Florida.

13. This contract in no way constitutes a joint venture/partnership between the parties, nor is it to be interpreted to be a joint venture at any time in the future.

Signature Required:

I have read and understand the terms and conditions of being an exhibitor at the Word of South Festival of Literature and Music.

Name of Vendor

Signature

Date

Print Name

Florida Litfest, Inc.

Date