

Terms and Conditions for Word of South Festival Vendor Participants

1. This application shall constitute a valid and binding contract. 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 Vendors' 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 Vendor'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, including weather, 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) in the form of credit toward participation in the next Festival.
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.
7. Failure to adhere to any deadlines set forth in this Agreement

may result in forfeiture of related benefits.

8. Vendor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights hereto.
9. Vendor 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.
10. 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. Vendor agrees that no representations of any kind have been made to Vendor 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.
11. 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.
12. 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.

Acceptance of Terms:

Completion of a Vendor application and submission of payment to Florida Litfest, Inc. d/b/a Word of South Festival constitutes agreement to these Terms and Conditions of being a Vendor at the Word of South Festival of Literature and Music.