

*Bookmarks Festival of Books & Authors*  
September 7, 2019  
Winston-Salem, NC

***Instructions for Applying as a Vendor/Exhibitor***  
**Please Read Carefully**

Thank you for your interest in appearing as an Exhibitor or Vendor at Bookmarks' Festival of Books & Authors 2019, the largest annual book festival in the Carolinas! Our Festival will be located once again in downtown Winston-Salem in and surrounding the Milton Rhodes Center for the Arts.

Please complete, sign, date, and mail the application, the Agreement (**pages 3-6 are required**), and payment in order to participate as an exhibitor or vendor in 2019. **NOTE: Booth Assignments will be made after completed forms and payment are received.** Assignments will be based on first-come, first-serve basis. *Vendors who do not set up in their assigned space on Festival day will not be invited back.*

All requested documents and payment in the form of check or money order are due by **May 31, 2019** to:

Bookmarks  
634 W. 4<sup>th</sup> Street #110  
Winston Salem, NC 27101

Any questions may be directed to [read@bookmarksnc.org](mailto:read@bookmarksnc.org).

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Booth vendor fees for the 2019 Bookmarks Festival of Books & Authors are listed below. In the event that spaces remain available past the May 31 deadline, the fees will increase. **No applications or fees will be accepted after August 6, 2018.** Bookmarks must receive signed paperwork and complete payment by August 9 to consider vendors confirmed for the Festival.

<u>If payment &amp; paperwork is received:</u>	<u>On or before May 31</u>	<u>After May 31 (<i>space permitting</i>)</u>
10 foot booth for general exhibitors	\$300	\$400
10 foot booth for non-profit organizations <i>(Non-profit status confirmation required)</i>	\$225	\$325
½ booth space for general exhibitors <i>(You can split a booth with someone you know, or Bookmarks will match you with another vendor)</i>	\$175	\$275
½ booth space for non-profit exhibitors	\$115	\$215

**Each exhibitor booth includes:**

- one 10' tent – exhibitors are not permitted to bring their own tent unless prior authorization is received from Bookmarks. Booth space is generally 10' x 10'.
- two 8' tables
- two folding chairs

Vendors may purchase contiguous booth spaces at the rates set above if additional space is required, as available. Vendors must provide their own signage, display materials, table covers, etc. As long as all information/payment, etc. is received by May 31, 2019, all exhibitors' names will be listed on the website and in the program as exhibitors.

**Half Booths:**

If you wish to purchase a half booth space, you may choose to find a vendor who will share the space with you, or Bookmarks will match you with another vendor. Half booth participants will have use of one 8' table and one chair. If a vendor chooses to find another vendor to share a booth, **both applicants' names and information must appear on the application.** If you do not submit both exhibitors' names, the one listed on the application form will be the one listed in Bookmarks' marketing materials.

**Electricity & Wifi:**

Bookmarks is not able to provide electricity or a secure wi-fi code for vendors / exhibitors. Vendors are advised to make plans accordingly. Generators must be pre-approved by Bookmarks to be allowed at the Festival site.

**Children's Exhibitor Booth Information:**

Vendors purchasing booth space for exhibits related to children and children's literature will be assigned space within the children's area of the Festival. All children's exhibitor booths will be listed on the children's Festival passport which encourages children to visit multiple booths and author programs to earn a free book at the Festival. Children's vendors will be asked to note on children's passports when they visit your booth. It is a good idea to plan an activity for children to do when visiting your booth. We have found that increases your traffic throughout the Festival day.

**Bookmarks Festival of Books & Authors**  
**September 7, 2019**

Company/Organization Name: \_\_\_\_\_

Type of Exhibitor:  General Exhibitor  Non-profit

Check here if you are a Children's Exhibitor:

Check here if you are sharing a booth with another exhibitor:  Please supply the main contact's information on this form. Please include the company/organization name(s) for the exhibitor(s) with whom you will be sharing a booth for publicity purposes:

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Please circle the appropriate box and fill out form as appropriate indicating booth and ad needs:**

	<b>On or Before May 31</b>	<b>After May 31 (space permitting)</b>	<b># of Booths</b>	<b>Payment Due</b>
General Exhibitor Booth	\$300	\$400		
Non-Profit Organization Exhibitor Booth	\$225	\$325		
Half Booth General Exhibitor	\$175	\$275		
Half Booth Non-profit Exhibitor	\$115	\$215		
			<b>Total Due</b>	

Please return your completed application, a check for the total amount due, the executed agreement (pages 3 - 6) and other requested materials by May 31 to:

Bookmarks  
 634 W. 4<sup>th</sup> Street #110  
 Winston-Salem, NC 27101

**AGREEMENT**  
**Terms and Conditions**

**Vendor:** \_\_\_\_\_

1. Vendor shall have its booth open and available to the public no later than 10 a.m. on September 7, 2019, and remain open and available during the operating hours of the 2019 Bookmarks Festival of Books and Authors (“the Event”). To ensure that Vendor has sufficient time to set up its booth, Bookmarks will allow Vendor to access the Event area and its leased booth space no later than 8:00 a.m. on September 7, 2019. Vendor shall not dismantle its booth or pack up its displays or merchandise prior to the closing of the Event without express permission by Bookmarks.
2. Should Vendor deem it necessary to cancel this Agreement, Bookmarks must receive written notice by certified mail no later than August 9, 2019. For cancellations made on or before August 6, 2018, Bookmarks shall retain a \$50 administrative processing fee, but will refund the remaining fees paid. No fees will be refunded for any cancellations received after August 6, 2019, 2019.
3. Vendor is responsible for its own security with respect to cash or other forms of monies collected by Vendor and Bookmarks will not be responsible for same.
4. Bookmarks will not be responsible for any damage, accidents, or injury that may happen to Vendor or its agents, employees, representatives and any and all other participants and/or their property from any cause whatsoever arising out of this Agreement, the Vendor’s lease of space at the Event, or resulting from the Event.
5. Indemnification.
  - a. Vendor will indemnify and hold harmless Bookmarks, the City of Winston-Salem, The Arts Council of Winston-Salem & Forsyth County, The Facilities for the Arts on Spruce Foundation, and the directors, officers, agents, employees, volunteers, and affiliates of each of the foregoing persons (collectively, the “Indemnified Persons”) against any and all claims, liabilities, losses, damages, and expenses incurred (including reasonable legal fees), joint or several (including actions or proceedings in respect thereof) (“Losses”) arising out of or in any way relating to bodily injury or death of any person or damage to real and/or tangible personal property, libel, or slander incurred that is caused by the Vendor, its agents, employees, or representatives.
  - b. Vendor further agrees to indemnify and hold harmless the Indemnified Persons from and against all Losses arising out of or in any way relating to this Agreement or the Vendor’s lease of space at the Event.
  - c. The provisions of this paragraph 5 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, (whether of Bookmarks, the Vendor, or others), tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law, and each of the Indemnified Persons is an intended beneficiary of this paragraph 5.
6. In the event that the exhibit area or any part thereof is destroyed or damaged by fire, rain, wind, natural disaster or other cause, or if by reason of government restriction, the use of said premises or the conducting of the Event is prevented, either before, during or after the Event, Vendor waives any claim for damages or compensation that might arise by reason thereof, other than the return of the booth fees if Event is canceled prior to starting date. No refund will be awarded if the Event is canceled while in progress.
7. During Vendor’s activities under this Agreement (including, without limitation the booth exhibition at the Event and any set-up and take-down), Vendor shall maintain the following insurance:
  - a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and with property damage limits of not less than \$1,000,000 for each occurrence.
  - b. If applicable, Worker’s Compensation Insurance in accordance with statutory requirements and Employer’s Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any service is subcontracted, Vendor shall require the Contractor similarly to provide Worker’s Compensation OR Employer’s Liability Insurance, as appropriate, for all of the Contractor’s employees to be engaged in such work. This Agreement shall be void and of no effect unless Vendor shall secure and keep the same in effect on the day of

the event, and vender shall also maintain compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

- c. Vendor shall furnish to Bookmarks certificates of insurance for all of the insurance coverages described herein no later than May 31, 2019 and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to Bookmarks prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.
- d. If Vendor does not have General Liability Insurance in the amount specified above Vendor must complete and sign the attached Waiver Form. *Note – the Waiver Form should only be completed if Vendor does not have General Liability Insurance in the amount specified above.*

8. Bookmarks reserves the right to rescind and cancel this Agreement and remove any Vendor or Vendor representative who performs an act, that, in the sole discretion of Bookmarks, detracts from the dignity of the Event, is objectionable, unethical, or inappropriate for the purpose of the Event, conflicts with the policies, procedures, mission, programs, or activities of Bookmarks, or that may inflict damage to Bookmarks' reputation. Should this occur, all monies paid by Vendor shall be retained by Bookmarks.

9. Booth fees for the 2019 Event are:

If payment is received	On or Before May 31	After May 31 (space permitting)
General Exhibitor Booth	\$300	\$400
Non-profit Organization Booth	\$225	\$325
Half Booth General Exhibitor	\$175	\$275
Half Booth Non-Profit Exhibitor	\$115	\$215

Vendor locations are assigned by Bookmarks by August 23, 2019. **Bookmarks in its sole and complete discretion, will assign the location of all booth space for the Event in connection with when payment and documents were received.**

All payments must be made by check made payable to Bookmarks. **Payment must be made in full by May 31, 2019, to be included in promotional materials created by Bookmarks for the Event. Payment must be made in full by August 9, 2019, or the Vendor will not be allowed to set up a booth at the Festival.**

The fee for each 10 foot Booth includes one 10' tent, two rectangular 8' tables, and two chairs. Vendors may purchase contiguous booth space at the rates set above if additional space is required and is available. Vendors must also provide their own signage, display materials, table covers, etc.

**10. Vendors shall not offer for purchase or otherwise display or make available any books or other works written by or related to featured authors appearing at the Event.**

11. No generators will be allowed at the Event, unless approved in writing by Bookmarks.

**This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. By signing this Agreement, Vendor acknowledges having read, understood and agreed to the Terms & Conditions appearing above and as continued on the reverse. This Agreement is not valid and enforceable until all applicable fees and requested documentation has been received by Bookmarks, insurance forms (or waiver) have been processed by Bookmarks, and a copy of the Agreement signed by an authorized Bookmarks representative has been returned to Vendor.**

The individual who signs this Agreement on behalf of a Vendor that is a corporation or other legal entity other than himself or herself warrants that he or she is duly authorized to sign the Agreement for the Vendor and that the Vendor is bound to the terms of the Agreement by such signature.

Vendor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Bookmarks Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Bookmarks Festival of Books & Authors**

Saturday, September 7, 2019

Waiver Form

The undersigned desires to appear as an exhibitor or vendor at Bookmarks': *Festival of Books & Authors* (the "Festival"). I understand that the nature of the activities that I may perform in my capacity as an exhibitor or vendor at the Festival may involve physical activity, contact with unidentified and/or unfamiliar persons, or other potential risk of bodily injury or damage to property. Knowing this and in consideration of being allowed to exhibit at the Festival, I HEREBY ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE THAT I SUSTAIN OR CAUSE DURING MY PARTICIPATION AS AN EXHIBITOR OR VENDOR AT THE FESTIVAL. IN ADDITION, I HEREBY RELEASE, HOLD HARMLESS AND COVENANT NOT TO FILE SUIT AGAINST BOOKMARKS, THE CITY OF WINSTON-SALEM, THE ARTS COUNCIL OF WINSTON-SALEM & FORSYTH COUNTY, THE FACILITIES FOR THE ARTS ON SPRUCE FOUNDATION OR ANY OF THEIR AFFILIATES, EMPLOYEES, VOLUNTEERS, PARTNERS, AGENTS, SPONSORS, BOARD MEMBERS OR SUCCESSORS FROM ANY AND ALL LOSS, LIABILITY OR CLAIMS THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION AS AN EXHIBITOR OR VENDOR.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bookmarks Approval: \_\_\_\_\_ Date: \_\_\_\_\_