

# ORANGE COUNTY CHILDREN'S BOOK FESTIVAL

3857 Birch St., Ste. 414 Newport Beach, CA 92660

[www.KidsBookFestival.com](http://www.KidsBookFestival.com)

## TERMS AND CONDITIONS

(1) Rental agreement includes one exhibitor listing in festival Guide and one listing per company on the Festival website [www.kidsbookfestival.com](http://www.kidsbookfestival.com) (subject to deadlines).

(2) a. Exhibitor may furnish their booth with their own tables, bookshelves etc. All furniture must conform to the booth dimensions and may not impose any safety hazard. Electricity is provided with the booth upon request.

b. Exhibit Staffing. All exhibits must be staffed during show hours by at least one (1) adult person. Exhibitors are required to arrive at least 60 minutes prior to show opening.

(3) Exhibitors may distribute advertising, samples and souvenirs and may perform music and display artwork within their booth.

(4) Exhibitors may sell books, educational products and souvenirs, during the festival. Only approved food vendors may sell food.

(5) All materials either sold or distributed by the exhibitor are subject to the approval of the OCCBF.

(6) a. Exhibitor shall indemnify, defend and hold harmless TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College, the event sponsors and any employees, representatives and agents of each from claims, liabilities, costs and charges (including attorney's 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.

b. TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College, the event sponsors and any employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorney's fees and costs) for injury, loss or damage to property or persons of the exhibitor, its employees, representatives or agents, except to the extent arising out of the sole negligence of TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College or the event sponsors.

c. Exhibitors shall provide and maintain worker's compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College in such amounts acceptable to TIMELESS LEARNING, INC., Orange County Children's Book Festival and Orange Coast College and evidence of such insurance shall be provided to TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College promptly upon request.

d. Hazardous Materials. No flammable or hazardous materials of any nature, including decorative materials, or use of which materials is prohibited by nature, state, or city fire regulations, may be used in any area.

e. Failure to Perform. Should the Exhibitor fail to observe any of the terms of this contract or any rules or regulations for management and control of the show, they may be prevented from further exhibits therein with forfeiture of exhibit space rental. OCCBF shall not be responsible to Exhibitor for any loss arising out of Exhibitor's use of show grounds, including power interruptions, utility failures, etc.

(7) Exhibitors shall pay all taxes, fees and assessments required by federal, state or local law in connection with exhibitor's participation in the event. Exhibitors shall indemnify, defend and hold harmless TIMELESS LEARNING, INC., Orange County Children's Book Festival, and Orange Coast College for any taxes (including fees and penalties, if any) required to be paid by TIMELESS LEARNING, INC., Orange County Children's Book Festival, Orange Coast College in connection with exhibitors activities under this contract.

(8) a. If for any reason the Festival is canceled or rescheduled, the exhibitors 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 canceled).

b. Non-Guarantee. Producer shall remain free of harm of product sales, and makes no guarantee on weather or attendance.

(9) Under no circumstances shall TIMELESS LEARNING, INC., Orange County Children's Book Festival and Orange Coast College 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.

(10) a. Failure to adhere to any deadlines set forth in the exhibitor's guidelines may result in forfeiture of related benefits.

b. Cancellation. All cancellations must be in writing. If exhibitor cancels more than thirty(30) days prior to the scheduled event, a minimum of \$50 shall be retained by Orange County Children's Book Festival as administrative fees. However, all payments received shall be non-refundable if exhibitor cancels within thirty days of the event.

(11) Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights hereto.

(12) 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 both written and oral. Exhibitor agrees that no representations of any kind have been made to exhibitor by TIMELESS LEARNING, INC., Orange County Children's Book Festival and Orange Coast College and that no understanding has been made or agreement entered into other than as set forth herein.

(13) a. This contract shall be governed by the State of California. This contract shall be deemed to be entered into and performed in the County of Orange, where the principle office of TLI is located, and such County shall be the forum of any legal action relating to this contract.

b. Right to Refuse. OCCBF reserves the right to reject anyone without prejudice.

c. Payment. If payment is not made by the Exhibitor as per this agreement, Festival management may cancel this contract and release said space without notice or refund. Exhibitor agrees to payment in full within 3 days of submission of application. In the event that the exhibitor's check is returned by a bank due to insufficient funds, a \$25.00 administration fee will be charged to the exhibitor. Payment may be made by check, cashier's check, money order or credit card via PayPal.

This agreement is accepted by:

By:

Signature

Date

Print Name

By: Timeless Learning Inc.



Barry Ackerman, Treasurer

Date: January 15, 2017