



**PLEASE EMAIL FOR EXHIBIT SPACE AVAILABILITY:  
okteenbookcon@gmail.com**

**Application for Exhibit Space**  
OK Teen Book Con October 28, 2017

- 1. Directory Listing Information  
Company Name:  
Parent Company Name (if different):  
Primary Contact Name:  
Title/Position:  
Onsite Contact Name (if different):  
Address:  
City, State, Zip:  
Phone:  
Email Address #1:  
Email Address #2:  
Website:

- 2. Products & Services (mark one):  
Retailer-                      Publisher-  
Artist-                         Manufacturer-  
Distributer-                 Non-Profit-

- 3. Tax ID with State of Oklahoma:  
Description of Products and Services:

- 4. I agree **NOT** to have adult material for sale or display (initial here):

5.

Exhibit Space	Cost	# of Booths	Total Cost
A. Publisher 6x6 table	\$150.00 x	=	
B. Vendor 6x6 table	\$150.00 x	=	
Grand Total			\$

How to Register	Return this complete form	
By Mail: OK Dept of Libraries Adrienne Butler, OKTBCC 200 Northeast 18 OKC, OK 73105	By Fax: 405.522.3326	If faxing or emailing initial in the space below to have read back page:  Questions? Call 405.522.3323

- 6. Placement: All tables will be located in the Atrium (see map). Placement of your table(s) is at OKTBCC's sole and absolute discretion.

- 7. Acknowledgement: I have read and understand the general terms and conditions and understand that filling out this application is not a guarantee of space (initial here):

By signing below, I hereby acknowledge that I have read, understand and agree to be bound by both the General Terms and Conditions set forth on the back page of this application and that attached Rules and Regulations for Exhibitors (collectively the "OKTBCC Rules"). I further acknowledge that failure to abide by the OKTBCC Rules may result in the loss of my Exhibitor Privileges without recourse or refund. **Contracted exhibit space that is not fully set-up by one hour before the show opens will be released.** By signing below you agree to allow OKTBCC or its agents and representatives to contact you by phone, fax and email with information and special offers regarding OKTBCC and its shows, services and products. **COMPLETING AND SUBMITTING THIS APPLICATION IS NOT A GUARANTEE OF SPACE OR PLACEMENT. NEITHER ACCEPTANCE OF THIS APPLICATION NOR ACCEPTANCE OR NEGOTIATION OF PAYMENTS OR DEPOSITS BY OKTBCC SHALL BE CONSIDERED AS PAYMENT IN FULL OR A GUARANTEE OF SPACE.** THIS APPLICATION SHALL NOT BE A BINDING CONTRACT UNTIL THIS PAGE OF THE APPLICATION HAS BEEN SIGNED BY BOTH THE EXHIBITOR AND AN AUTHORIZED REPRESENTATIVE OF OKTBCC.

Vendor Signature:  
Date:

OKTBCC Authorized Signature:  
Date: March 2, 2017

For Office Use Only  
Amount paid                      Cash:                      Check number:  
Received by:                      Date:                      Notes:

**COMPLETING THIS APPLICATION IS NOT A GUARANTEE OF SPACE. PLEASE KEEP A COPY OF YOUR APPLICATION AS PROOF OF PAYMENT.**



# Oklahoma Teen Book Con Vendor Agreement Contract

## GENERAL TERMS AND CONDITIONS

### Definition of Terms

The term "Event" means Oklahoma Teen Book Con, currently scheduled to be held on [DATE] ("Event Dates") at the [SITE] ("Exhibit Facility"). The Event is owned, produced and managed by Oklahoma Teen Book Convention Committee ("OKTBCC"). The OKTBC is an affiliate of the Friends of the Oklahoma Center of the Book (FOCB), an Oklahoma organization that is recognized as tax-exempt under Section 501(c)3 of the Internal Revenue Code. As used hereinafter, the term "Organizer" means, collectively, OKTBCC, and each of its/their respective officers, directors, representatives, and assignees, unless the context requires otherwise. The term "Exhibitor" means, collectively (i) the company, any other business entity, or person that applied for the exhibit space rental and agreed to enter into this contract upon acceptance by OKTBCC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives, and/or invitees, as applicable.

### Contract Acceptance

This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed on the facing page by a duly authorized representative of OKTBCC. agrees to observe and abide by the terms, rules and regulations set forth hereinafter for the efficient and safe operation of the Event.

### Assumption of Risks: Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area including without limitation any subrogation claims by its insurer). Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby fully and forever release and discharge the Organizer and the Exhibit Facility, individually and collectively, and their present and former officers, directors, partners, representatives and attorneys, and predecessors, assignees and successors of each of them, from all claims, actions, causes of action, demands, cross-claims, counter-claims, obligations, contracts, indemnities, contributions, suits, debts, sums, accounts, controversies, rights, damages, costs, attorneys' fees, losses, expenses and liabilities whatsoever, in law, equity or otherwise (collectively "Claims") which either may now have or have had or which may hereafter accrue, individually, collectively or otherwise in connection with, relating to or arising out of Exhibitor's participation and/or presence in the Event. Exhibitor acknowledges that there is a possibility that subsequent to the execution of this contract, it will discover facts or incur or suffer claims that were unknown or unsuspected at the time this contract was executed, and which if known by it at that time may have materially affected its decision to execute this contract. Exhibitor acknowledges and agrees that by reason of this contract, and the releases contained in this Section 3, it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

### Indemnification

Exhibitor shall on a current basis, indemnify, defend (with legal counsel satisfactory to OKTBCC in its sole discretion) and hold Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorney's fees and expenses, which result from or arise out of or in connection with (a) Exhibitors' participation or presence at the Event; (b) any breach by Exhibitor or any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim or violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Exhibitor shall not settle or compromise any claims against Organizer without Organizer prior written consent.

### Limitation of Liability

Under no circumstances shall organizer or the exhibit facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of the acts or omissions whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer maximum liability under any circumstance exceed the amount actually paid to Organizer by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

### Exhibitor Qualifications

OKTBCC, in its sole discretion, shall have the right to determine whether a prospective Exhibitor is eligible to participate in the Event. Applicants who have not previously exhibited at a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited. OKTBCC reserves the right to restrict or remove any exhibit which OKTBCC, in its sole discretion, believes is objectionable or inappropriate. Only Exhibitors with products and/or services relating to young adult literature, including but not limited to: print materials, audio, audio visual, films, publishing, popular culture, and creative works items are eligible to exhibit. No adult materials may be displayed or sold without prior written permission of OKTBCC.

### Exhibit Space Assignment

Exhibit space shall be assigned by OKTBCC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future events held by Organizer. OKTBCC reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event if OKTBCC in its sole discretion determines that to do so is in the best interest of the Event.

### Cancellation by Exhibitor

Cancellation: Generally partial cancellation of booth space is not permitted, any partial cancellation must have the prior written consent of OKTBCC, which consent shall be in OKTBCC's absolute discretion.

## All Exhibitors Sign Here (required)

Name:

Date:

Company Name:

Exhibitors who cancel exhibit space more than 90 days prior to the Event date will be refunded total due, less \$50.00. Exhibitors who cancel exhibit spaces less than 90 days prior to the opening day of the Event, but more than 60 days prior to the Event date will pay a cancellation fee of 50% total due. There will be no refunds for cancellations made less than 60 days prior to the Event date. Exhibitor payment will be required.

### Cancellation by OKTBCC

If Exhibitor fails to make a payment required by this contract in a timely manner, OKTBCC may terminate this contract immediately (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. OKTBCC reserves the right at its discretion to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to OKTBCC. OKTBCC is expressly authorized (but has no obligation, expressed or implied) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. OKTBCC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under the contract without any obligations, express or implied, on OKTBCC's part to refund any payments previously made and without releasing Exhibitor from any liability arising as a result of or in connection with such breach. If OKTBCC removes or restricts an exhibit which OKTBCC considers to be objectionable or inappropriate, no refund will be due Exhibitor.

### Cancellation of the Event

If OKTBCC cancels the Event due to circumstances beyond the reasonable control of OKTBCC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Event facility) OKTBCC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus 25%. OKTBCC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If OKTBCC changes the name of the Event, relocates the Event to another event facility within the same city or changes the dates for the Event to dates that are not more than thirty (30) days earlier or thirty (30) days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor; provided however, OKTBCC shall assign use of such space to Exhibitor pursuant to the terms of this contract. If OKTBCC elects to cancel the Event other than for reasons previously described in this paragraph, OKTBCC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction to any and all liabilities on the part of the Organizer to Exhibitor.

### Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those expressly specified by OKTBCC. If Exhibitor fails to install its display in its assigned space by one hour before show opens or leaves its space unattended during the Exhibit times, OKTBCC shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by OKTBCC. Exhibitors may not assign their display space to third parties without prior written approval from OKTBCC.

### Listings and Promotional Materials

By Exhibitor's participation in the Event, Exhibitor expressly grants to OKTBCC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in OKTBCC promotional materials. OKTBCC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitor agrees that OKTBCC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the event and use such photographs for any OKTBCC promotional purpose.

### Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

### Taxes and Licenses

Exhibitor shall obtain any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event at its sole expense. Exhibitor shall obtain any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, changes, levies or penalties that become due to any governmental authority in connection with its activities at the Event.

### Copyrighted Materials

Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

### Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including without limitation any union labor work rules). Without limiting the generality of the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

### Additional Terms and Conditions

OKTBCC has sole control over attendance policies. Except as provided to the contrary in this contract; all monies paid by Exhibitor shall be deemed fully earned and non-refundable at this time of payment.



Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, OKTBCC in its sole judgment may refuse to consider for participation in future events held by Organizer an Exhibitor who

violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment or modification to this contract must be in writing and signed by an authorized representative of OKTBCC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space without the prior written consent of OKTBCC, which consent shall be in OKTBCC's sole discretion.

#### Exhibitor Service Guide

Approximately two months from the Event, OKTBCC will send an Exhibitor Service Guide to the Primary Contact listed on the front of this agreement. The Exhibitor Service Guide will include information integral to participation at the Event, including but not limited to additional Exhibitor rules and regulations, equipment order form, shipping and drayage, utilities and building services, Exhibitor display rules and move-in/move-out schedules.

#### Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by OKTBCC in its sole discretion. OKTBCC may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Guide or similar document) are an integral part of this contract and are incorporated herein by reference and shall have the full force and effect as if such rules and regulations are fully set forth herein. Exhibitor shall observe and abide by additional regulations made by OKTBCC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Services Guide and any additional rules or regulations adopted by OKTBCC from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

#### Character Displays: Use of Aisles and Common Areas

Distribution of samples and printed matter of any kind, and any promotional material is restricted to the exhibit booth. All exhibits shall display products or services in a tasteful manner as determined in OKTBCC's sole discretion. The aisles, passageways and overhead spaces remain strictly under control of OKTBCC and no signs, decorations, banners, advertising material or special exhibits will be permitted in

any of these spaces except by written permission of OKTBCC. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor only from within Exhibitors booth. Equipment must be arranged so that attendees do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited.

#### Sound Advertisements

The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones. OKTBCC reserves the right to determine sound interference with others and Exhibitor shall comply with any request by OKTBCC to discontinue any such sound or music.

#### Fire and Safety Laws

Federal, state and city Laws must be strictly observed. A full listing of these fire and safety regulations will be found in the Exhibitor Service Guide.

#### Rights of Offset; Enforcement

In the event Exhibitor is indebted to OKTBCC, whether or not such indebtedness arises from this or any other agreement, OKTBCC shall have the right in its discretion, to apply any refunds of exhibit booth fees properly due Exhibitor to such other indebtedness in the event legal action is filed by OKTBCC to enforce the terms and provisions of the agreement, the prevailing party in such action shall be entitled to reimbursement of court costs and reasonable legal fees.

OKTBCC may provide to you from time to time additional materials which will specify additional terms and conditions for your participation and/or presence at the Event. Such additional terms and conditions (including without limitation those specified in the document entitled "General Terms and Conditions") are hereby fully incorporated herein by reference and shall have the full force and effect as if such terms and conditions are fully and expressly set forth herein. You hereby agree that all information containing terms and conditions provided to you by OKTBCC shall be deemed fully read and understood by you and that you shall be bound by all the terms and conditions contained herein and therein.