



# Hawaii Book and Music Festival

## May 6 & May 7, 2017: 10 a.m. – 5 p.m.

### INDEPENDENT PUBLISHER EXHIBITOR APPLICATION/CONTRACT

<b>EXHIBITOR NAME:</b>	Name (As you would like it to appear on booth listing, publicity, etc):
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Exhibitor agrees to exhibit at, and Hawaii Book and Music Festival (HBMF) agrees to allow Exhibitor to exhibit at, the 2017 Hawaii Book and Music Festival (Event) to be held May 6 – May 7, 2017, at the Frank F. Fasi Civic Grounds at Honolulu Hale. The Exhibitor Name will be the name on signage at the exhibit booth. In order to exhibit at the Hawaii Book and Music Festival you must, **unless granted a specific exemption in writing by HBMF**, be involved in the production, manufacture, distribution, or sale of book or music related products or services, or involved in the promotion of literacy, music, Hawaiian culture, the environment, and education. Sponsors are exempt from these criteria. One or more companies exhibiting in partnership at the Event must each fulfill these criteria. HBMF reserves the right to grant or refuse participation to any company or organization at its sole discretion.

**EXHIBITOR CONTACT: This person submits forms and coordinates booth logistics**

Name:	Title:	Company:	
Phone:	Cell:	Fax:	Email:
Street Address:			Suite:
City:		State:	Zip:
List Products/Services to be sold:	<input type="checkbox"/> Bookseller <input type="checkbox"/> Music Seller <input type="checkbox"/> Publisher <input type="checkbox"/> Record Company <input type="checkbox"/> Author <input type="checkbox"/> Musician <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> Other: _____		

**COMPANY INFORMATION: Complete this only if the person signing this contract differs from the Exhibitor Contact**

Name:	Title:	Company:	
Phone:	Cell:	Fax:	Email:
Street Address:			Suite:
City:		State:	Zip:

**CERTIFICATE OF INSURANCE DUE NO LATER THAN MARCH 15, 2017. PLEASE REFER TO #5 IN TERMS AND CONDITIONS.**

**EXHIBITOR PACKAGE: Booth space for ONE HOUR ONLY include the following:**

- Covered booth space with one back wall
- Half of One 8' table to be shared with another independent publisher and 1 folding chair in a 10' x 10' booth
- Optional equipment and electrical available for an additional fee
- Website link on HBMF website: \_\_\_\_\_ Social Media Info \_\_\_\_\_

**PRICING: Check payments must be mailed with contract. Application Deadline is March 15, 2017.**

<p><b>BOOTH FEES:</b> <input type="checkbox"/> \$50 PER HOUR</p> <p><b>SELECT FESTIVAL DAY:</b> <input type="checkbox"/> Saturday, May 6    or    <input type="checkbox"/> Sunday, May 7</p> <p><b>LIST PREFERRED HOURS IN ORDER OF PREFERENCE:</b> _____</p> <p><b>Option to Purchase Insurance Policy via HBMF:</b> <input type="checkbox"/> Before MARCH 15, 2017 = \$50 Name for Policy: _____ *Certificate of Insurance due no later than March 15, 2017.</p>	<p><b>TOTAL:</b> Please make check payable to Hawaii Book and Music Festival Booth \$ _____</p> <p>*Late fee (\$75) \$ _____ *Applications submitted after MARCH 15</p> <p><input type="checkbox"/> <b>TOTAL \$</b></p> <p><b>MAIL/FAX/EMAIL APPLICATIONS/PAYMENTS TO:</b> <b>Mail:</b> Hawaii Book &amp; Music Festival c/o Amy Hammond 45-067 C Kaneohe Bay Dr., Kaneohe, HI 96744 Tel (808) 234-0404 / Fax 808-234-0406</p> <p><b>Email:</b> specialeventshawaii@gmail.com</p>
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For additional information about the HAWAII BOOK AND MUSIC FESTIVAL see Website: [www.hawaiibookandmusicfestival.org](http://www.hawaiibookandmusicfestival.org)  
 For questions regarding booth space, please contact Amy Hammond at [specialeventshawaii@gmail.com](mailto:specialeventshawaii@gmail.com)  
 For all other questions please contact Roger Jellinek, Executive Director  
[rgr.jellinek@gmail.com](mailto:rgr.jellinek@gmail.com), Tel (808) 239-8451



# Hawaii Book and Music Festival

## May 6 & May 7, 2017

### EXHIBITOR APPLICATION/CONTRACT

#### Terms and Conditions

1. This fully-executed application shall constitute a valid and binding contract. Applications are considered on a first-come, first-served basis, based upon receipt of **this application together with full payment**. Booth assignments are made after receipt of payment. Placement/destination location of booth is not guaranteed. Hawaii Book and Music Festival reserve the right, in its sole discretion, to assign and/or reassign booth locations, to refuse participation in the Event, or to limit the number of booths provided, to any applicant and for any or no reason.
2. Exhibitor may distribute printed advertising, samples and souvenirs and may perform music and display artwork from within Exhibitors' own booth only; provided that all distributed, performed or displayed materials ("Exhibitor Material"), and the manner in which they are displayed or performed, shall be subject to the prior approval of HBMF, in its sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to HBMF that it has obtained, all necessary licenses and permissions to distribute, perform or display any Exhibitor Material which is protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws.
3. The Exhibitor Contact, listed on page one of this contract, shall be authorized to make all decisions regarding exhibiting, subject to the approval of HBMF.
4. Exhibitor grants HBMF or its designee's permission to use Exhibitor's voice, image or likeness as it appears in any photographic or audio recording in any manner, in all media, in perpetuity.
5. **REQUIRED CERTIFICATE OF INSURANCE:**
  - (a) Exhibitor shall obtain or may purchase thru HBMF for \$50, a current certificate of insurance with proof of general liability insurance coverage in the amounts of \$1,000,000 per occurrence/\$1,000,000 aggregate, and name the City & County of Honolulu, 650 South King St. 3<sup>rd</sup> Floor, Honolulu, HI 96813, as the certificate holder and the following as additional insured: City & County of Honolulu, Hawaii Book & Music Festival, Bank of Hawaii and Special Events Hawaii. **THE DEADLINE FOR PROVIDING CERTIFICATE OF INSURANCE IS MARCH 15, 2017.** Additionally, all employees working in your booth must be covered by Workers Compensation Insurance, as required by State statutes, covering employees working in any capacity in connection with your booth.
  - (b) Exhibitor shall indemnify, defend and hold harmless City & County of Honolulu, HBMF, Bank of Hawaii, Special Events Hawaii, Event sponsors, management and their employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' 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.
  - (c) City & County of Honolulu, HBMF, Bank of Hawaii, Special Events Hawaii, Event sponsors, management and their employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorney's fees and costs) arising out of any injury, loss or damage to the person or property of Exhibitor, its employees, representatives or agents, except to the extent arising out of the sole gross negligence of City & County of Honolulu, HBMF or Event sponsors.
6. Exhibitor 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 Event. Exhibitor shall indemnify, defend and hold HBMF harmless for any taxes (including fees and penalties, if any) required to be paid by HBMF in connection with Exhibitor's activities under this contract. Exhibitor shall promptly provide HBMF with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.
7. If for any reason the Event is canceled or rescheduled, there are no refunds.
8. Under no circumstances shall HBMF, City & County of Honolulu, Bank of Hawaii and Special Events Hawaii 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.
9. Failure to adhere to any deadlines set forth in this agreement may result in forfeiture of related benefits.
10. Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the advertising or exhibiting rights granted hereunder.
11. Waiver of any term of this contract or failure of HBMF to terminate this contract on account of any breach by Exhibitor shall not be deemed a waiver of HBMF's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach by Exhibitor.
12. This contract, together with any exhibits or attachments, constitutes the parties' entire agreements 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 HBMF or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.
13. This contract shall be governed by the laws of the State of Hawaii. This contract shall be deemed to be entered into and performed in the County of Honolulu, where the principal office of HBMF is located, and such County shall be the forum of any legal action relating to this contract.
14. It is specifically understood and agreed by and between the parties hereto that once this Exhibitor's Contract is executed, the Exhibitor becomes irrevocably bound to HBMF for the full value of the above mentioned rental space fee. Failure on the Exhibitor's part to make use of the said rental space shall not relieve the Exhibitor of its obligation for full payment hereunder. After execution, this contract cannot be revoked or cancelled – unless by mutual written agreement—and Exhibitor shall be liable for the full amount of this Contract, plus interest at the maximum amount allowable law and reasonable attorney's fees and court costs, if necessitated, for collection purposes.
15. If the Exhibitor defaults under any of the terms herein, HBMF shall be free to resell the respective rental space to a third party. HBMF further agrees (save for the events of default specified herein) that if said rental space is resold by HBMF, the Exhibitor will be reimbursed for the amounts paid to date, less a 10% administration fee and any expenses or losses related to said resale.
16. If the Exhibitor does not occupy their purchased space prior to the opening of the Event, HBMF is authorized to occupy said space in a manner for the best interest of the exposition, without rebate or allowance and without releasing Exhibitor from any liability hereunder.

**I accept the terms and conditions of this contract.  
This Application/Contract will serve as your invoice and receipt.**

Exhibitor Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Accepted by HBMF: \_\_\_\_\_

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