



Hawaii Book and Music Festival

May 6 & May 7, 2017: 10 a.m. – 5 p.m.

EXHIBITOR APPLICATION/CONTRACT

EXHIBITOR NAME:	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 spaces include the following:

- Covered booth space with one back wall
- One 8' table and 2 folding chairs for a 10' x 10' booth; and two 8' tables and 4 folding chairs for a 10' x 20' booth
- One temporary paper 8 1/2" x 11" ID sign adhered to the table listed as the "Exhibitor Name" on this application to indicate your booth for set up
- One exhibitor listing in the event program guide
- Website link on HBMF website: _____ Social Media Tags: _____
- Optional equipment and electrical available for an additional fee please provide separate list of items for power requests and amps required per item:

PRICING: Check payments must be mailed with contract by participation deadline: 3/15/2017

BOOTH FEES: For non-standard sizes please call (808) 234-0404

Standard:

- 10'x10' = \$600
- 10'x20' = \$850

Not for Profit Rate: Must provide proof of Non-Profit Status

- 10'x10' = \$450
- 10'x20' = \$650

Regular application deadline with full payment by **3/15/2017**

Option to Purchase Insurance Policy via HBMF:
Name for Policy: _____

Before March 15, 2017 = \$50
*Certificate of Insurance due no later than March 15, 2017.

TOTAL: Please make check payable to **HAWAII BOOK AND MUSIC FESTIVAL**

Booth \$ _____

*Late fee (\$75) \$ _____ *Applications submitted after March 15th

TOTAL \$ _____

Mail Contracts and Payments:
Amy Hammond
45-067 C Kaneohe Bay Dr., Kaneohe, HI 96744
Tel (808) 234-0404 / Fax 808-234-0406

Email: specialeventshawaii@gmail.com

For additional information about the HAWAII BOOK AND MUSIC FESTIVAL see Website: www.hawaiibookandmusicfestival.org
For questions regarding booth space, please contact Amy Hammond at specialeventshawaii@gmail.com
For all other questions please contact Roger Jellinek, Executive Director, rgr.jellinek@gmail.com, Tel (808) 239-8451



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2017 EXHIBITOR APPLICATION ADDENDUM MULTIPLE EXHIBITORS IN ONE BOOTH

This page to be completed ONLY if you are sharing your booth

EXHIBITOR APPLICANT:	Exhibitor Name as it appears on Primary Application/Contract - This will be your booth listing:
	Name: _____

BOOTH SHARING RULES

Multiple exhibitors will be allowed in one booth under the following rules for booth partnerships and sharing:

- Event will accept only one application/contract and one payment for the total area purchased and the responsible party identified on said application/contract will be responsible for payment, for insuring that all partners comply with terms and conditions of this agreement, and for booth management at the event
- Primary contact is responsible for ordering and paying for any additional electrical and equipment including tables/ chairs if they are sharing a space
- Shared booths can be no larger than 400 square feet and be occupied by no more than five (5) partner companies
- Shared booths are restricted to the following criteria:
 - The purchase of 100 square feet of booth space allows exhibitor applicant to partner with no more than one (1) additional exhibiting entity
 - The purchase of 200 square feet of booth space allows exhibitor applicant to partner with no more than two (2) additional exhibiting entities
 - The purchase of 300 square feet of booth space allows exhibitor applicant to partner with no more than three (3) additional exhibiting entities
 - The purchase of 400 square feet of booth space allows exhibitor applicant to partner with no more than four (4) additional exhibiting entities
- Exhibitor applicant will be entitled to only one (1) exhibitor listing under which all partners will be listed
- Exhibitor applicant will be entitled to only one (1) ID sign at the booth location
- Exhibitors who wish to exhibit in partnership must make all arrangements amongst themselves
- All exhibiting entities within booths purchased are obligated to the terms and conditions of this application/contract
- All partner entities within booths purchased must be identified in the following section of this Application and be accepted by HBMF

PARTNER EXHIBITOR INFORMATION: Enter all additional exhibiting entities				
PARTNER #1 Company/Organization:				Contact:
Phone:	Cell:	Fax:	Email:	
PARTNER #2 Company/Organization:				Contact:
Phone:	Cell:	Fax:	Email:	
PARTNER #3 Company/Organization:				Contact:
Phone:	Cell:	Fax:	Email:	
PARTNER #4 Company/Organization:				Contact:
Phone:	Cell:	Fax:	Email:	

BOOTH I.D. SIGN: Name (As you would like it to appear on booth listing, publicity, etc) No more than two lines; 25 letters per line:



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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. 3rd 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) 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.
 - (c) 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.
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.

Exhibitor Signature: _____

Date: _____

Print Name: _____

Title: _____

Accepted by HBMF: _____

Date: _____

THIS APPLICATION / CONTRACT WILL SERVE AS YOUR INVOICE AND RECEIPT.