

PORTLAND BOOK FESTIVAL 2023 EXHIBITOR APPLICATION AND AGREEMENT

Portland Book Festival offers exhibitors the opportunity to reach thousands of book lovers who are ready to buy their products or learn about their services. The festival is an intergenerational celebration of literature and the written word, and includes: author readings and discussions, writing workshops, the exhibitor fair, local food trucks, and more.

The 2023 festival will take place at the Portland Art Museum (PAM) and neighboring venues on Saturday, November 4, 2023, with our Friday Night Book Market* on the evening of Friday, November 3, 2023.

*The Friday Night Book Market will take place in the evening of Friday, November 3. From approx. 5:30 p.m. to 8:30 p.m. (time TBC). This celebratory event preview will provide ticketed attendees the opportunity to shop the exhibitor fair before Saturday. The evening will also feature music, food, and drink. By applying to exhibit at the festival, you agree to participate in both the full day on Saturday, and the Friday Night Book Market.

Admission to the 2023 festival will again grant each attendee¹ a \$5 voucher that they can only spend at the exhibitor fair that day, incentivizing book buying and the success of the exhibitor fair. In 2022, 70% of attendees redeemed their vouchers, and 90% of attendees purchased at least one book at the festival, as reported in the attendee survey.

The Festival exhibitor fair will be held in the Kridel Grand and Fields Ballrooms inside PAM. Exhibitor fair hours will be: 5:30-8:30 p.m. on Friday, November 3 (time TBC) and 9:00 a.m. to 6:00 p.m. on Saturday, November 4. An exhibitor's booth must remain in operation throughout those hours; booths may not open late or close early.

¹ Paid admission includes a \$5 voucher; attendees who receive complimentary admission, such as youth 17 and under and high school students, do not receive a voucher.

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Please read the entire submission form and guidelines before applying to exhibit.

Due to limited space, we are accepting applications for our exhibitor slots this year. Upon acceptance, applicants will be provided with payment instructions.

Exhibitor Booth Options:

Full table	\$615
Shared table*	\$720

*Shared table price of \$720 is for the *whole* table; therefore, split 50/50 a shared table would cost \$360 *per* exhibitor. No more than two exhibitors may share a table. The festival will accept only one application per table. That application must designate the organization with which the applicant is sharing the table and assume full payment for the table. *Note: Shared tables are priced to accommodate additional festival overhead and administrative costs required to host multiple exhibitors at a single booth, such as Wi-Fi, electricity, festival passes, signage, etc.*

Standard registration includes:

- 6' x 10' site inside PAM
- One 8' table per site
- 3' tall side walls & 8' tall back wall, with black drape
- Two chairs per site
- Identification signage*
- Password-protected Wi-Fi network for vendors only
- Access to electricity
- Exhibitor listing in event program*
- Exhibitor listing on event website*
- Two festival passes*

*For shared tables, each organization will be listed individually in event program and on website, and each organization will receive an ID sign and two festival passes.

If you are interested in the opportunity to occupy an **ENDCAP BOOTH**--a 12'x10' space, twice the size of a standard booth, with premium placement and additional recognition--please contact Literary Arts' public programs manager, Liz Olufson: liz@literary-arts.org or 503-227-2583 x113.

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Registration schedule:

- Notification of acceptance and payment processed no later than **SEPTEMBER 21, 2023**. Registrations are not considered complete unless Exhibitor Application form and full payment has been received. No registrations will be accepted after **SEPTEMBER 21, 2023**.
- Applications are accepted and processed on a rolling basis. Literary Arts' acceptance of your application does not guarantee your booth location. Placement of exhibitors is determined by festival organizers and will be shared by **OCTOBER 6, 2023**.
- Exhibitors will receive information about shipping, booth add-on options, and more from our exhibition partner, Fern. Load-in information will be finalized in the **FALL OF 2023**.
- Exhibitors will receive specific instructions regarding unloading, registration, and setting up of their booth no later than two weeks prior to the event. Load-in will be available **FRIDAY, NOVEMBER 3, 2023** from approximately 12:00 p.m. to 5:00 p.m. (to be confirmed), and load-out will be available **SATURDAY, NOVEMBER 4, 2023** immediately following the close of the festival from approximately 6:00 p.m. to 8:00 p.m. (to be confirmed). All materials must be loaded in and loaded out during the specified hours.

Please note:

- Literary Arts reserves the right to refuse an application for any or no reason.
- When registration fills, we will maintain a wait list, and in the case of cancellation we will release booths at our discretion.
- Literary Arts anticipates most exhibitors will be non-profit organizations or independent publishers, given our guidelines. Therefore, we are not offering a specific non-profit rate.
- Exhibitors may not sell or sublet their space for any reason.
- Booth locations will be assigned at the sole discretion of Literary Arts. Please be advised that booth space is limited to approximately 45 booths in the ballroom and sells out quickly.
- Sales of any kind will not be permitted outside of the designated exhibitor fair space.
- Passable walkways must be maintained for public safety and accessibility. All exhibitors must keep displays and materials within the constraints of their booth space.
- To exhibit at the Portland Book Festival, exhibitors must sell books or book-related materials, or represent a literary program. We will prioritize exhibitor applications that demonstrate the following: Audience engagement, celebrating stories, community connections, local businesses/organizations. If you are not sure if your organization is eligible please do not hesitate to email or call Literary Arts' Public Programs Manager, Liz Olufson: liz@literary-arts.org or 503-227-2583 x113.

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- Attendee festival tickets will include a \$5 voucher for use at the exhibitor fair on Friday, November 3 and Saturday, November 4 only. One voucher per customer; vouchers are non-transferrable and may not be combined. All exhibitors must accept vouchers as payment for goods at the festival, and will be fully reimbursed for vouchers collected. Exhibitors will submit collected vouchers to Literary Arts at the end of the festival day and Literary Arts will reimburse exhibitors promptly. If you have questions about this system please let us know.
- Exhibitors may not accept \$5 book vouchers in absence of goods sold. Vouchers may not be accepted from attendees as donations to exhibitors.
- Exhibitors, including event sponsors, may not give away free books that are not connected to a purchase or incentive. For example, buy one/get one, a raffle, or a similar deal is okay, but handing out free books in large quantities is not. This policy is to protect and encourage book sales for all exhibitors.
- An exhibitor's booth must remain in operation throughout all hours the festival is open to the public; booths may not open late or close early.
- If Oregon or local protocol and health measures change, Literary Arts is prepared to make necessary adjustments. Cancellation of the event due to changing public health guidelines and/or mandates shall be determined at Literary Arts' sole discretion. If Literary Arts determines we are unable to host an in-person event as planned, exhibitors will be fully refunded for any fees paid.
- See 2023 Portland Book Festival Exhibitor Agreement (pages 8–10) for complete details.

Questions? Email: liz@literary-arts.org.

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2023 EXHIBITOR APPLICATION

Note: starred (*) information will appear on our website.

EXHIBITOR INFORMATION

Company name _____

Check your category:

- | | | |
|---|---|------------------------------------|
| <input type="checkbox"/> Book publisher/press | <input type="checkbox"/> Author | <input type="checkbox"/> Bookstore |
| <input type="checkbox"/> Non-profit lit organization | <input type="checkbox"/> Magazine/'Zine | |
| <input type="checkbox"/> Book-related goods or services | <input type="checkbox"/> Other _____ | |

*Company name to appear on ID sign _____

Contact person _____

E-mail _____

Title _____

Social Security Number or Fed Tax ID # _____

Address _____

*City _____

_____ *State _____ Zip _____

Phone _____ Mobile _____ Fax _____

*Website _____

*Description of company (limit 10 words) _____

Company social media:

Twitter: _____ Instagram: _____

Facebook: _____ Other: _____

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Note: starred (*) information will appear on our website.

Complete ONLY for shared table:

*Name of partnering company _____

Check your category:

- | | | |
|---|---|------------------------------------|
| <input type="checkbox"/> Book publisher/press | <input type="checkbox"/> Author | <input type="checkbox"/> Bookstore |
| <input type="checkbox"/> Non-profit lit organization | <input type="checkbox"/> Magazine/'Zine | |
| <input type="checkbox"/> Book-related goods or services | <input type="checkbox"/> Other _____ | |

*Company name to appear on ID sign _____

Contact person _____

E-mail _____

Title _____

Address _____

*City _____ *State _____ Zip _____

*Website _____

Phone _____

*Description of partnering company (limit 10 words) _____

Company social media:

Twitter: _____ Instagram: _____

Facebook: _____ Other: _____

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AGREEMENT

I have read the terms set forth in the attached 2023 Portland Book Festival Exhibitor Agreement ("Agreement") and agree to be bound by its terms. My signature below acknowledges my acceptance of the terms and conditions of the Agreement.

Signature _____ Date _____

Print name _____

EXHIBITOR PAYMENT FORM 2023

Booth fee:

Standard registration fee - \$615 full table, OR

\$ _____

Standard registration fee - \$720 shared table

\$ _____

\$ _____ **Total fees**

Company name _____

Your acceptance into the exhibitor fair is not deemed complete until full payment has been made. Due to limited space, we are accepting applications for our exhibitor slots this year. Upon acceptance, applicants will be provided with payment instructions.

SUBMISSION OPTIONS

Email

Email completed form to liz@literary-arts.org.

Mail

Mail completed application form to:

Literary Arts

ATTN: Portland Book Festival

925 SW Washington Street

Portland, OR 97205

PORTLAND BOOK FESTIVAL 2023 EXHIBITOR APPLICATION AND AGREEMENT

This 2023 Portland Book Festival Exhibitor Agreement (“Agreement”) sets forth the mutual understanding and commitments between Literary Arts, an Oregon-based not-for-profit, and the Exhibitor, whose legal name and address appear on the Festival Exhibitor Application form, regarding the Exhibitor’s participation in the Festival to be held on Friday, November 3 and Saturday, November 4, 2023 (the “Festival”). Literary Arts shall have the power to interpret and enforce these terms and conditions governing exhibitors. All matters and questions not covered by these terms and conditions shall be subject to the final judgment and decision of Literary Arts. This Agreement, when properly executed by Exhibitor and payment has been made in full, shall be a binding agreement between the two parties.

Exhibitor’s Participation in Portland Book Festival:

- 1) Application for booth space must be made solely through the Exhibitor Application & Agreement. Literary Arts reserves the right, at its sole discretion, to determine the eligibility of any Exhibitor for inclusion in the Festival. The acceptance of an Exhibitor for inclusion in the Festival does not carry Literary Arts’ endorsement of the Exhibitor’s books, merchandise, or service. Literary Arts reserves the absolute right to require the modification or removal of any of Exhibitor’s merchandise or display that, in Literary Art’s sole and unreviewable discretion, is not in character with the event.
- 2) Applications for Festival booth space are considered on a first-come, first-served basis based upon the receipt of a complete application. Literary Arts reserves the right, in its sole discretion, to refuse participation in the Festival to any applicant for any or no reason.
- 3) The primary purpose of the Exhibitor’s participation in the Festival is to sell or distribute books, literary magazines and other literary materials and the Exhibitor accepts that selling merchandise that is not directly related to books and literary materials is prohibited without express written consent of Literary Arts. Exhibitor acknowledges that violation of this provision is grounds for termination of this Agreement, immediate ejection from the Festival and forfeiture of all monies paid.
- 4) Booth assignments will be made, in Literary Art’s sole and unreviewable discretion, taking into consideration the date a complete application (including payment) is received, the amount of space requested, the amount of space available, and the special needs and compatibility of exhibitors. Literary Arts reserves the absolute right, in accordance with its sole and unreviewable discretion, to arrange the floor plan and locate the assigned space for booths.

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- 5) Exhibitor agrees that it will continuously occupy and maintain its booth open to the public between 5:30-8:30 p.m. on Friday, November 3, and 9:00 a.m. to 6:00 p.m. on Saturday, November 4, 2023, and will neither open its booth late nor close its booth early. If Exhibitor has not occupied its booth or table space by 5:30 p.m. Friday, November 3, Exhibitor forfeits the use of that space, with no refund available.
- 6) Exhibitor will keep its booth space in good, safe, and working order. Exhibitor shall not place anything in the aisles during Festival open hours. The Festival is a non-smoking event and the exhibit area is a non-smoking area; smoking, including any sort of apparatus that employs tobacco or similar material, is not allowed at any time on the Festival premises.
- 7) Exhibitor will accept "\$5 vouchers" (value \$5) as payment. Exhibitor will submit vouchers to Literary Arts by the required deadline. Literary Arts will remit payment to Exhibitor within 60 days of submission deadline. Exhibitor agrees to not attempt to replicate vouchers and will not attempt reimbursement for vouchers not exchanged for goods.
- 8) Exhibitor shall not assign or sublet any space allotted to it and shall not advertise or display goods other than those sold by such Exhibitor in the regular course of its business. The space assigned to Exhibitor is for its own exclusive use and may be used only for the display and sale of its goods and services.
- 9) Literary Arts will furnish security on a 24-hour basis, but the furnishing of security shall not be deemed to imply any liability or acceptance of responsibility on the part of Literary Arts, the Portland Art Museum, its volunteers, or representatives, or to modify in any way the assumption of risk and release provided below. Exhibitor's property shall remain under Exhibitor's custody and control at all times.
- 10) Exhibitor, for itself and its volunteers/representatives/employees, agrees to abide by these terms and conditions and agrees that the sole and final authority over the Festival shall belong to Literary Arts.

Limitations of Liability

- 1) Exhibitor assumes the risk of loss and all liability for any damages, liability, or expenses, arising from, out of or by reason of Exhibitor's occupancy and use of the Festival premises, or any part thereof. Exhibitor shall at all times protect, indemnify, defend, and hold harmless Literary Arts from any damage, liability, or expense arising from or out of any loss or injury to any property or person, including Exhibitor, its agents, sponsors, employees, and business invitees, which arises from or out of or by reason of Exhibitor's occupancy and use of the Festival premises or any part thereof. Exhibitor is encouraged, at its own expense, to insure itself against property loss or damage and against liability for personal injury.

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- 2) Exhibitor shall indemnify, defend and hold harmless the Portland Book Festival, Literary Arts, Portland Art Museum, Festival sponsors and the employees, representatives and agents of each from claims, liabilities, costs and charges (including attorneys' fees and costs both at trial and on appeal) for injury, loss or damage to property or persons (including death) arising out of Exhibitor's activities in connection with the Festival, or any breach of any representation, warranty or covenant in this Agreement.
- 3) Portland Book Festival, Literary Arts, Portland Art Museum, Festival sponsors and their employees, representatives and agents shall not be liable for any claims, liabilities, costs and charges arising out of any injury, loss or damage to the person or property of Exhibitor, its employees, representatives and/or agents, except to the extent arising out of the sole negligence of the Festival, Literary Arts, Portland Art Museum, or Festival sponsors.
- 4) Exhibitor acknowledges and agrees that it is solely liable for any and all sales tax or other taxes, fees and assessments required by applicable federal, state or local law in connection with Exhibitor's participation in the Festival. Exhibitor shall provide Literary Arts with all requested documentation to evidence Exhibitor's compliance with all applicable tax laws and rules.
- 5) Cancellation of the event due to changing public health guidelines and/or mandates shall be decided by Portland Book Festival, Literary Arts, and Portland Art Museum. In the event an Exhibitor forfeits their booth space for any reason after September 28, 2023, no refund shall be granted. If local and/or public health guidelines or mandates change and Literary Arts determines we are unable to host an in-person event as planned, exhibitors will be fully refunded any fees paid.
- 6) This agreement shall be governed by the laws of the State of Oregon.

Acknowledgment

Exhibitor acknowledges that execution of the Exhibitor Application binds Exhibitor to all of the terms of this Agreement and creates specific legal obligations and responsibilities on the part of Exhibitor. The terms and conditions of the Agreement supersede all oral negotiations and prior writings in respect to the Festival. This Agreement may only be amended or modified by a written instrument signed by Literary Arts.