

PRINTERS ROW LIT FEST 2024

EXHIBITOR TERMS AND CONDITIONS

I. GENERAL INFORMATION

o EVENT LOCATION AND INFORMATION

The 2024 Near South Planning Board Printers Row Lit Fest (PRLF) will be held on historic Printers Row in Chicago on Saturday September 7th and Sunday, September 8th.

Lit Fest is free and open to the public on:

Saturday, September 7th from 10:00 A.M. – 6:00 P.M.

Sunday, September 8th from 10:00 A.M. – 6:00 P.M.

Please visit the website for more information, www.printersrowlitfest.org.

o RAIN + INCLEMENT WEATHER POLICY

THE NEAR SOUTH PLANNING BOARD PRINTERS ROW LIT FEST WILL BE HELD RAIN OR SHINE. ALL EXHIBITORS ARE REQUIRED TO PROVIDE THEIR OWN SUPPLIES FOR RAIN/WEATHER PROTECTION. IN CASE OF INCLEMENT WEATHER, ALL EXHIBITORS ARE REQUIRED TO SECURE THEIR BELONGINGS, EXIT THEIR TENTS/AREAS AND HEAD TO THE NEAREST INDOOR FACILITY.

- **RAIN PROTECTION: TENT WALLS ARE AVAILABLE FOR RENT IN 10' SECTIONS (*LIMITED QTY AVAILABLE - PLEASE INQUIRE IF INTERESTED*). Tent walls are not 100% waterproof. Tent walls provide protection from rain but are not fully sealed. NSPB is not responsible for any damage caused by rain with tent walls in place.**
- **PERSONAL UMBRELLAS, TENTS AND CANOPIES ARE NOT ALLOWED AT THE FESTIVAL. PER**

**OUR EVENT PERMIT AND FIRE CODE, ONLY
TENTS PROVIDED BY THE FESTIVAL'S
APPROVED VENDOR AND APPROVED BY THE
FIRE MARSHAL ARE ALLOWED ON FESTIVAL
GROUNDS.**

o **TYPES OF MATERIAL ACCEPTED FOR SALE**

We require exhibitors to sell and distribute books and merchandise appropriate to our audience, as the PRLF is a family-oriented event. Near South Planning Board reserves the right to deem materials inappropriate for the audience. **Near South Planning Board reserves the right to refuse to permit the display or sale of any books, merchandise or materials that are subject to a dispute or claim of infringement.**

II. ADDITIONAL SERVICES

o **SECURITY**

PRLF works with a private third-party security company to act as the official security service company of PRLF and is authorized by the City of Chicago. No other private security or exhibitor staff will be allowed on the Lit Fest grounds overnight. Although the security team walks the space, we are not responsible for damaged/missing items. *You are responsible for securing your booth at the end of each day (Friday and Saturday).*

PRLF will provide 24-hour security throughout the Lit Fest weekend. Our security staff will roam the grounds but will NOT be stationed in one particular space.

***** WE ARE ASKING EXHIBITORS TO TAKE EXTRA CAUTION
AND CARE WITH BOXES, BAGS AND ANY OTHER
STORAGE/MISC. ITEMS SURROUNDING YOUR BOOTHS. ANY
UNATTENDED PACKAGES ARE SUBJECT TO INSPECTION
AND/OR IMMEDIATE REMOVAL. *****

o **EXHIBITOR PACKAGE**

Each exhibitor package includes:

- 8' table(s), according to your space allotment
- Chair(s), according to your space allotment
- One exhibitor sign or banner, according to your space allotment
- One "Exhibitor Listing" on the Printers Row Lit Fest Map
- One listing on the PRLF website per participating company
- Linens: PRLF will not be providing any table covers for Lit Fest exhibitors unless you rent them through us. If you would like to bring your own 8ft table cover you are welcome to do so. If you choose not to bring a table cover, please know that you can rent one from the event for a fee (this was on the application provided to you). Please note if you do not bring a cover and one has not been rented your table will be bare wood with signage.

Tent exhibitors may furnish their space with their own tables, bookshelves, etc., so long as all items conform to the guidelines herein. Tables and other furniture can be placed anywhere in an exhibitor's space as long as all furniture stays in the dimensions of the space and setup does not pose a safety hazard. All materials must be under the tent and not blocking any streets, entries, walkways or fire lanes.

Sidewalks will be visibly marked to display space allocated for sidewalk exhibitors (8-foot table with 1 foot on each side). Exhibitors may not bring items that extend beyond the assigned space. Per city ordinance, passable walkways must be maintained.

Security has the right to ask you to remove your materials from blocking any walkways.

o **WHAT EXHIBITORS ARE EXPECTED TO BRING**

As an exhibitor, your responsibilities include, but are not limited to bringing:

- Books and book-related merchandise
- Equipment to decorate the interior, other than what is provided in your standard space package (see Section II, "Additional Services"). Please note **Exhibitors will NOT be allowed to replace the existing PRLF tent banners with their**

own banners. You may bring your own banners and/or signs to supplement within your space.

- Plastic bags to dispose of your trash
- Sufficient funds (cash and coins), receipts and credit card swipers/forms to handle purchase payments
- Personal internet and extra batteries if needed (WiFi is not available at PRLF)
- **Please bring enough merchandise bags for both days. PRLF will NOT be providing any merchandise bags.**

Exhibitors who leave materials in their spaces do so at their own risk. PRLF staff reserves the right to approve all items brought by exhibitors.

o WHAT EXHIBITORS ARE ADVISED TO BRING

- Boxes and sealing tape for moving, storing and shipping your merchandise
- Dollies, carts, wagons to transport items to and from your space if needing to hand-carry any product for the duration of the event; our operations team has a limited # of golf carts available to help haul larger items if needed
- Pens, markers and other writing instruments you may need
- Extra clothes to dress in layers (the weather is unpredictable)
- Food and water (there aren't always enough break times for exhibitors to get to the restaurants and back!).
- *Please note that exhibitors are NOT allowed to hand out food items from their spaces to attendees (candy, cookies, snacks, etc) unless you are a permitted food vendor.*
- Paper towels
- Sunblock, sunglasses and hats if you think you might need them
- Linens/table coverings (if you rented table linen(s) for the event, they will be delivered once you are unloaded at the festival. If you did not rent, your table(s) will be bare wood. It is recommended you provide your own linen(s)/table covering(s).
- **PRLF will NOT be providing foul-weather or protective tarps. All exhibitors are advised to bring tarps to cover books/merchandise in case of rain and for overnight**

storage/coverage. If you are in a tent, walls can be rented for an additional fee.

o **INVENTORY MANAGEMENT**

We advise exhibitors to have enough merchandise for the entire day at their space (you are encouraged to replenish on Saturday). Please note, the loading zones used for load-in during Saturday morning are not accessible by vehicles once the Lit Fest begins at 10:00 a.m. and inventory must be hand-carried to your space.

o **CROWD CONTROL**

The Lit Fest must maintain safe, clear walkways. Any activity in or around spaces that can obstruct fire lanes or public walkways may be restricted or otherwise curtailed at the sole discretion of PRLF Security.

o **TRASH AND RECYCLING**

At the end of each day of the fest, between 6-7 p.m., please place all trash and recycling directly outside of your tent or in front of your table. Maintenance staff will collect materials outside of tents and in front of the tables at the end of each day.

o **NIGHT STORAGE**

We expect that there will be some ground moisture on Saturday night; please take the appropriate precautions to move merchandise from the floor of your space. In the past, some spaces have had condensation on the inside of the canopy, so please be aware that water may drip down from the top of the interior of the space.

Please be advised that there will be no on-site storage service provided by the Lit Fest outside of your assigned space nor overnight parking on Lit Fest streets due to city ordinance. There will not be parking on Federal St. either.

*If you plan to remove merchandise from your space for overnight storage on Saturday, you must do so by hand and walk it back in on Sunday morning.

o **EXHIBITOR LOAD-OUT**

Sunday, September 10th: 6:00 PM – 8:30 PM

o **NO EARLY BREAKDOWN**

All exhibitors **MUST** remain intact and staffed, until after the official closing of PRLF on Sunday at 6:00 p.m. regardless of weather conditions. All exhibitors **MUST** stop selling and begin breakdown at 6:00 p.m. **If exhibitors violate the breakdown procedures, they may forfeit participation in future Near South Planning Board Printers Row Lit Fest events.**

Exhibitors must be broken down and be loaded out completely by 8:30 p.m. Any unsold merchandise must be removed by the exhibitor. Excessive amounts of merchandise left behind is subject to a removal fee. Anything left may be subject to disposal. Your load-out point of entry is the same as your check-in location.

Exhibitors will be charged for equipment provided by the Lit Fest that is missing from their space at the end of the Lit Fest including banners, tables and chairs.

Key things to remember when loading out on Sunday:

- Please remove EVERYTHING from your space that you brought to the Lit Fest.
- We will remove all tables, chairs, signage, banners and other equipment provided by the Lit Fest from the spaces after the exhibitors depart.
- Place all bagged trash at the front of your space for removal by **7 PM** on Sunday evening.
- Please break down any boxes to be recycled by **7 PM.**
- **Clean-Up Fee: Exhibitors who fail to remove all merchandise and materials from their space by 8:30 PM will be charged a \$100 clean-up fee.**

o **LOAD-OUT ACCESS**

Vehicles will **NOT** be allowed access to your exhibit area on Sunday after tear down until authorization is given by Security to permit motor vehicle traffic in these restricted areas. You must have all materials **boxed and ready to be moved** before driving your vehicle to your exhibit area.

III. RULES AND REGULATIONS

o EXHIBITOR CONTRACT

This Exhibitor Manual provided to each exhibitor is considered part of the binding contract between the exhibitor and the Near South Planning Board.

o LICENSE TAXES AND PERMITS

Each exhibitor must have supplied their Illinois Business Tax Number in order to receive their license.

Exhibitors who sell merchandise or services to attendees must provide the purchaser with a sales slip describing the articles sold. The individual exhibiting company must collect and remit to the proper municipal or state agencies all applicable local and/or state taxes.

o PLACEMENT

Although the Lit Fest management cannot guarantee placement, the Lit Fest will make every effort to honor requests by exhibitors to have specific assignments. All space allocations will be made on a first-come, first- served basis with preference given to long-time participants and sponsors.

o CARE OF EXHIBIT SPACE

Lit Fest Management and the maintenance staff will ensure cleanliness of aisles and public areas. Exhibitors are responsible for keeping their space clean and in good order. Exhibitors are solely responsible for safe operation of exhibits and personal equipment.

o ALCOHOL IS NOT ALLOWED IN YOUR EXHIBITOR SPACE.

o STAFFING REQUIREMENTS

Exhibitors are expected to have their booths staffed continuously from:

Saturday: 10:00 AM – 6:00 PM

Sunday: 10:00 AM – 6:00 PM

All staff must be 16 years of age or older.

o **SOUND LEVEL**

No amplified sound in or around your space is permitted. Lit Fest Security reserves the right to determine at what point sound constitutes interference with other exhibitors.

o **DISTRIBUTION OF LITERATURE**

Distribution of literature, samples, or any type of giveaway items must be done from within your space only.

o **EVENTUALITIES**

In case the facilities shall be destroyed by fire, or the elements, or by any cause, or in case any other circumstances make it impossible for Lit Fest Management to permit the contracted space to be occupied by the exhibitor, this agreement will terminate, and the exhibitor agrees to waive any claim for damages or compensation except the pro rata return of the amount paid for the exhibit space.

o **LIABILITY AND INSURANCE**

The Near South Planning Board assumes no liability for any loss, damage, or injury to any property of the exhibitor or to any of its employees, officers, agents or contractors, whether attributable to accident, fire, theft, or any other causes whatsoever. Exhibitor hereby releases The Near South Planning Board, its parent, subsidiaries, affiliated and related companies and the directors, officers, employees and agents of each from any claims, suits and liabilities, including damage to property and injury or death to persons, arising out of or resulting from Exhibitor's participation in and attendance at the Printers Row Lit Fest.

EXHIBITOR TERMS AND CONDITIONS

NEAR SOUTH PLANNING BOARD PRINTERS ROW LIT FEST EXHIBITOR TERMS AND CONDITIONS

1. This application shall constitute a valid and binding contract. Applications are considered on a first-come, first-served basis, based upon receipt of this application. The Near South Planning Board reserves the right, in its sole discretion, to refuse participation in the Lit Fest, or to the limit the space provided, to any applicant for any or no reason. ‘
2. The terms and conditions of the Exhibitor Manual, as amended from time to time by the Near South Planning Board, shall be considered a part of this contract. Exhibitor is responsible to review the Exhibitor Manual carefully and be familiar with the terms and conditions therein.
3. Exhibitor may distribute printed advertising, samples (no food allowed), and souvenirs and may display artwork from within Exhibitors’ own space only; provided that all distributed or displayed materials (“Exhibitor Material”) should be subject to the approval of the Near South Planning Board, in its sole discretion. In addition, Exhibitor shall be solely responsible for obtaining, and warrants to the Near South Planning Board that it has obtained, all necessary licenses and permissions to distribute, perform or display any Exhibitor Material protected by copyright, trademark, publicity or misappropriation laws, or any other intellectual property or other laws. Near South Planning Board shall have the right to refuse to permit any Exhibitor to continue to distribute, display or sell any Exhibitor Material, merchandise and books and/or continue its participation in the Lit Fest in the event that the Near South Planning Board becomes aware of a claim that such books, merchandise and/or Exhibitor Materials infringe the rights of any third party.
4. (a) Exhibitor shall indemnify, defend and hold harmless the Near South Planning Board, Event sponsors and the 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) The Near South Planning Board, Event sponsors and the employees, representatives and agents of each shall not be liable for any claims, liabilities, costs and charges (including attorneys' 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 negligence of the Near South Planning Board.

(c) Exhibitor shall provide and maintain in effect workers' compensation and employee liability (if applicable) and comprehensive general liability insurance containing a waiver of subrogation in favor of the Near South Planning Board in such amounts acceptable to the Near South Planning Board and naming the Near South Planning Board as an additional insured.

5. 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 Lit Fest. Exhibitor shall indemnify, defend and hold the Near South Planning Board harmless for any taxes (including fees and penalties, if any) required to be paid by the Near South Planning Board in connection with Exhibitor's activities under this contract. Exhibitor shall provide the Near South Planning Board with all requested documentation to evidence Exhibitor's compliance with tax laws and rules.

6. If for any reason the Lit Fest is canceled or rescheduled, Exhibitor's 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 Lit Fest is canceled).

7. Under no circumstances, shall the Near South Planning Board be liable for consequential, indirect, special or punitive damages of any kind in connection with its activities or omission under this contract regardless of whether such damages were foreseeable.

8. Failure to adhere to any deadlines set forth in this Agreement may result in forfeiture of related benefits.

9. Exhibitor may not assign this contract or trade, sell, share or otherwise transfer the exhibiting rights hereto.

10. Waiver of any term of this contract or failure of the Near South Planning Board to terminate this contract on account of any breach by Exhibitor shall not be deemed a waiver of the Near South Planning Board's rights to subsequently enforce any term or to terminate this contract by reason of any subsequent breach by Exhibitor.

11. 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 or agreements, both written and oral. Exhibitor agrees that no representation of any kind has been made to Exhibitor by the Near South Planning Board or by any of its agents and that no understanding has been made or agreement entered into other than as set forth herein.

12. This contract shall be governed by the laws of the State of Illinois. This contract shall be deemed to be entered into and performed in Cook County, where the principal office of the Near South Planning Board is located, and such County shall be the forum of any legal action relating to this contract.

13. Printers Row Lit Fest Exhibitor *Cancellation Policy*

Printers Row Lit Fest Exhibitor *Cancellation Policy*

As an applicant to exhibit at Printers Row Lit Fest, please note the following cancellation policies apply. All applications are due by Wednesday, July 31, 2024.

If you are NOT accepted or approved to participate as an exhibitor:

- If you apply for the festival and pay your fee but you are not accepted to participate as an exhibitor, your fee will be refunded 100%.

If you cancel for any reason within 7 days of applying and by July 24th:

- You will be charged a \$50 cancellation fee and refunded the balance of your initial payment if you cancel within 7 days of your digital application or mailed postmark date.

If you cancel your participation after 7 days from your digital application or mailed postmark date, the following policies apply:

- By April 12th: 90% refund
- April 13th - July 24th: 50% refund
- July 24th - September 8th: You will not be issued a refund.

All deposits and payments made are non transferable. Near South Planning Board cannot provide refunds, transfer payments, or credit to 2025 participation outside of the policies noted above. By signing that you agree to the terms and conditions as part of the exhibitor application, you are agreeing with the cancellation policies noted above. No exceptions will be made.

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o ONCE YOUR APPLICATION HAS BEEN APPROVED, A PRLF TEAM MEMBER WILL CONTACT YOU WITHIN 3 WEEKS OF APPLYING TO LET YOU KNOW VIA EMAIL WHETHER OR NOT YOU'VE BEEN ACCEPTED.

o A CONFIRMATION PACKET WITH DETAILS ABOUT YOUR SPACE ASSIGNMENT, MAP and PARKING PASS WILL BE EMAILED TO YOU IN AUGUST.