



Junior League of Baton Rouge  
9523 Fenway Avenue  
Baton Rouge, LA 70809  
Phone: (225) 924-0298  
Tax ID: 72.0471493

Dear Exhibitor,

The Junior League of Baton Rouge is excited to announce that our highly anticipated children's event is rolling back into Baton Rouge in 2021! We are so thankful for your contributions at this year's virtual Touch A Truck! Although we were not able to have the event in-person, we value your commitment to making this year's event a virtual success.

Touch A Truck is a family-friendly event hosted by Junior Leagues across the nation, and on April 17, 2021, the Junior League of Baton Rouge will bring the Sixth Annual Touch A Truck to BREC's Fairgrounds at Airline Highway Park from 9:00 a.m. to 3:00 p.m. rain or shine!

At Touch A Truck, children and families will receive an exceptional hands-on experience with vehicles of all types: construction, public service, emergency, utility, landscaping, transportation, delivery, and more. Children will interact with their favorite vehicles, learn about the importance of safety, and meet the men and women who serve and protect our community. Children who are sensitive to noise can enjoy Quiet Hours from 9:00 a.m. to 11:00 a.m. Kid-friendly activities, face painting, and delicious food will make this event a perfect outing for the entire family.

The Junior League of Baton Rouge is a 501(c)(3) organization and has served the Baton Rouge community for 89 years. Funds raised through Touch A Truck support our mission to promote voluntarism, develop the potential of women, and improve our community through the Junior League of Baton Rouge's community projects. We could not accomplish this without your help, which allows us to continue to enhance the quality of life in the areas of health, education, and cultural development throughout our community.

Touch A Truck 2021 is looking for trucks, cars, boats, tractors and rigs of every shape and size to help us bring the children up close and personal with the machines that build their world and the men and women who serve and protect them. Touch A Truck offers exhibitors the opportunity to interact with parents, children, volunteers, and the community at large.

For more information on becoming a Touch A Truck 2021 Exhibitor, please send an email to the Touch A Truck Team at [touchatruck@juniorleaguebr.org](mailto:touchatruck@juniorleaguebr.org). To learn more about the Junior League of Baton Rouge, please visit [www.juniorleaguebr.org](http://www.juniorleaguebr.org). Thank you for your continued support.

Sincerely,

*Kristin Ewen*

Kristin Ewen  
Touch A Truck 2021 Chairman



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## Vehicle Commitment Form

This form serves to confirm your commitment to participate in the Baton Rouge Touch A Truck fundraiser to be held on Saturday April 17, 2021 from 9:00 a.m. to 3:00 p.m. Please provide all requested information no later than March 18, 2021.

### To display your vehicle, please provide the following:

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Website: \_\_\_\_\_ Social Media: \_\_\_\_\_

### Check all options that apply below:

☐ Exhibitor Fee per Vehicle \$250.00\* \_\_\_\_\_ Number of Vehicles

☐ \$0 Government, Emergency Response, or Military Vehicle(s) \_\_\_\_\_ Number of Vehicles

☐ I am a member of Associated Builder & Contractor, Inc.

☐ Optional Donation to Touch A Truck \$ \_\_\_\_\_

☐ Donation of Tickets for Families \$ \_\_\_\_\_

**\*\*Total Amount Due by March 18, 2021: \$ \_\_\_\_\_**

### Description of Vehicle(s) to be displayed:

\_\_\_\_\_

### Dimensions of Vehicle(s) and any Special Circumstances:

\_\_\_\_\_

### Exhibitor's Name, City, and State to appear on signage & publicity:

\_\_\_\_\_

### Please send completed paperwork via:

**Email:** touchatruck@juniorleaguebr.org

**Fax:** (225) 927-2547

**Mail:** Junior League of Baton Rouge, ATTN: Touch A Truck, 9523 Fenway Avenue, Baton Rouge, LA 70809

\*One million certificate of insurance (COI) required for 'touch' vehicle(s). No insurance required for 'view only' vehicle(s).

\*\*Upon acceptance, an Exhibitor Agreement will be provided. A fully executed Exhibitor Agreement, along with proof of insurance (if applicable), is due by March 18, 2021 to guarantee an Exhibitor's slot at Touch a Truck 2021.



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## Exhibitor Agreement

THIS AGREEMENT is made and entered into by and between the Junior League of Baton Rouge, Inc. (hereinafter "Junior League"), a Louisiana non-profit corporation and \_\_\_\_\_ (legal name as registered in the state or exhibitor domicile), a \_\_\_\_\_ (state of formation or incorporation) (legal entity type) doing business \_\_\_\_\_ (hereinafter "Exhibitor").

WHEREAS, the Junior League proposes to conduct an event that involves the interaction of children with Exhibitor's vehicle(s) so that the children and adults are able to touch, see and explore the vehicle(s) and learn about the functionality of the vehicle(s);

WHEREAS, such event shall be known as 2021 ("Touch A Truck") and shall be held at BREC's Airline Highway Park/Fairgrounds (hereinafter "Fairgrounds") in Baton Rouge, Louisiana on April 17, 2021; and

WHEREAS, Exhibitor wishes to have one or more vehicles participate at Touch A Truck on the terms and conditions herein specified the "Vehicle(s)".

Now, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Exhibitor agrees to keep the Vehicle(s) on site and staffed for the public during the following hours:

**Saturday, April 17, 2021 from 7:30 a.m. to 3:00 p.m.**

2. A fully executed copy of this agreement, the applicable Touch A Truck fee detailed on the Exhibitor Commitment Form, which is attached hereto and incorporated by reference, and the Certificate of Insurance evidencing the insurance coverage required below must be received by the Junior League by March 18, 2021 in order to participate.

3. Vehicle(s) space assignments will be determined by the Junior League based upon the best interests of the event and/or first-come, first-served basis. The Vehicle(s) will be located on the grounds of the Fairgrounds.

4. Exhibitor shall provide a minimum of two adult representatives to supervise the Vehicle(s) between the hours of 9:00 a.m. to 3:00 p.m. on Saturday, April 17, 2021. At least one adult representative must always be present at each Vehicle. Exhibitor representatives should be able to provide a narrative description of the specifications and/or services of each Vehicle as well as facilitate guided "tours" of each Vehicle, including interior and exterior, as allowable by the Vehicle(s) size and any safety concerns.

5. Exhibitor acknowledges that the nature of Touch A Truck involves the interaction of children with the Vehicle(s) so that the children are able to touch, see and explore the Vehicle(s) and learn about the function of the Vehicle(s). The Junior League will take appropriate measures to facilitate a safe event; however, the Exhibitor shall remain responsible for the supervision and its safety of its Vehicle(s) and of children interacting with Exhibitor's Vehicle(s). The Exhibitor shall indemnify, defend and hold harmless the Junior League, its officers, directors and volunteers from and against any and all claims, damages, losses, demands, suits, judgments and defense costs and expenses, including reasonable attorneys' fees (collectively, "Damages") arising out of Exhibitor's participation in Touch A Truck. Notwithstanding the foregoing, Exhibitor shall not be required to indemnify the Junior League for Damages to the extent such Damages result solely from negligence of the Junior League.

6. Exhibitor's representatives must arrive during specified set up times on Friday, April 16, 2021 or Saturday, April 17, 2021. Vehicles requiring special accommodations (such as large turning radius), will be asked to arrive early for event set up and may be assigned a time prior to the set times for set up. Vehicles are expected to stay the entire length of the event and may not leave until the event's conclusion at 3:00 p.m. on April 17, 2021, unless otherwise agreed to in advance in writing by the Junior League. All vehicles must be removed by 6:00 p.m. Sunday, April 18, 2021, unless otherwise approved in advance in writing by the Junior League of Baton Rouge.

7. Exhibitor may bring banners, signage, decorations, etc. to promote its business. Exhibitor shall assume all risks with respect to Exhibitor's merchandise, personal property, including fire, theft, and any other type of damage or loss and any insurance thereon must be provided at the sole expense of the Exhibitor. The Junior League shall not be held responsible for any loss or damage to Exhibitor's property, including the Vehicle(s), signage, or other items, and Exhibitor waives all claims against the Junior League for such damage.



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8. Wireless internet access is not available at the Fairgrounds. Air cards from mobile carriers may work but such service is not guaranteed by the Junior League. Exhibitor shall make all arrangements for wireless internet access at Exhibitor's sole cost and expense.

9. Exhibitor grants permission to the Junior League to take photographs and/or record videos of Exhibitor's property and representatives and to display such photos and videos during and after Touch A Truck for the purposes of promotion and publicity of the event and/or the Junior League.

10. Exhibitor and its representatives shall conduct themselves in a manner that is appropriate for a family-oriented event. Inappropriate behavior includes but is not limited to, smoking, using profanity, and displaying inappropriate content or clothing. In the event of inappropriate behavior, the Junior League reserves the right to close the Exhibitor's booth at its sole discretion and/or to require that the inappropriate content be removed immediately. If Exhibitor booth is closed pursuant to this paragraph, all fees will be forfeited by Exhibitor.

11. Exhibitor shall assume all risks with respect to Exhibitor's property, including theft and any other type of damage of loss, and any insurance thereon must be provided at the sole expense of the Exhibitor. Exhibitor further waives any right of subrogation against Junior League arising from any damage or loss occurring at or in connection with Touch A Truck.

12. The Junior League requires that Exhibitor submit a certificate of insurance evidencing Exhibitor's commercial general liability and automobile liability insurance policies, each with minimum insurance limits of One million and 00/100 Dollars (\$1,000,000.00) per occurrence or accident respectively and shall add the Junior League and Fairgrounds as additional named insureds for the duration of Touch A Truck. Exhibitor must present a certificate of insurance showing current coverage for the policies and limits detailed above through March 18, 2021, one month prior to the event. In the event that an automobile liability policy cannot be placed by the Exhibitor due to the kind of Vehicle(s) being provided, similar policies with similar limits may be able to be substituted at the sole discretion of the Junior League. Failure to provide a certificate of insurance shall constitute a material breach and may result in cancellation of this agreement.

13. Exhibitor agrees to use the area provided for the Vehicle(s) hereunder solely for the purpose of displaying Vehicle(s) for Touch A Truck. Exhibitor agrees that the Junior League may use Exhibitor's telephone number and website address (if applicable) in publicity and promotional materials. Junior League will provide a sign identifying Exhibitor's Vehicle(s) by name and type of vehicle as provided herein. Additional tables, electricity and tents will be available for rent through Junior League at a pre-agreed price and are available upon request by February 1, 2021.

14. The description of the Vehicle(s) to be displayed by Exhibitor at Touch A Truck is detailed on Exhibitor Commitment Form which is attached hereto and incorporated by reference.

15. Exhibitor agrees to provide a vehicle for exhibiting that is clean of excessive dirt and other debris.

16. Promotion and display of the Vehicle(s) must be confined to Exhibitor's area and may not extend elsewhere under any circumstances. Exhibitor agrees to abide by all safety requests made by the Junior League, Baton Rouge's Fire Marshall, or Police Department.

17. Exhibitor agrees to adhere to limitations and guidelines of the Junior League regarding the number of its representatives in Exhibitor's area. Exhibitor understands that admittance into Fairgrounds at any time prior to, during, or following Touch A Truck will be allowed only to Exhibitor's representatives with proper Touch A Truck identification provided by the Junior League. For security reasons, Exhibitor will be limited to two passes for representatives for each Vehicle being displayed.

18. Exhibitor agrees to abide by all applicable advertising, copyright, trademark, and patent laws including United States trademark and copyright laws.

19. Exhibitor agrees that it will not sell any merchandise at Touch A Truck.

20. The Junior League may cancel Touch A Truck at any time at its sole discretion. If event is cancelled, all paid fees will be considered a donation to Junior League.



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21. Exhibitor and Junior League agree that any disputes arising under or in connection with this agreement shall be arbitrated as follows:

A. In the event of any controversy, dispute, claim, question, or disagreement arising under, out of, in connection with, or relating to this agreement or the breach thereof the ("Disputes"), the parties shall use their best efforts to settle such Disputes, claims, questions, or other disagreements. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B. If the Parties do not reach a solution, then upon written notice by either Party to the other, all Disputes, claims, questions, or differences arising out of or relating to this agreement or the breach thereof, shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial rules, and the parties expressly waive any right to trial by jury regarding such Disputes.

C. The arbitration proceedings shall be conducted before a panel of three neutral arbitrators, selected under the auspices of and in accordance with the procedures of the AAA.

D. The Parties acknowledge that this agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause of this agreement.

E. The arbitrators shall have the discretion to order pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony or proposed witnesses, and examination by deposition of Parties.

F. Either Party may make an application to the arbitrator seeking injunctive relief to maintain a status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved.

G. All arbitration proceedings shall take place in Baton Rouge, Louisiana.

H. The award of the arbitrators shall be accompanied by a reasoned opinion.

I. The arbitrators shall have the authority to award any remedy or relief that a court of this state could order or grant, including, without limitation, specific performance of any obligation created under this agreement. The arbitrators are also authorized to award any party such sums as shall be deemed proper for the time, expense, and trouble of arbitration, including arbitration fees and attorney's fees.

22. Notwithstanding any other provision, the Junior League shall in no event be responsible to Exhibitor for any incidental, consequential exemplary, or punitive damages.

23. Non-compliance by Exhibitor with any of the above terms and conditions may result in immediate expulsion from participation in Touch A Truck, and Exhibitor may be ineligible for participation in future Touch A Truck events sponsored by the Junior League.

24. The agreement shall be governed by and construed in accordance with the laws of the state of Louisiana without reference to its conflicts of law principles. This agreement, when executed by Exhibitor, shall constitute an offer from Exhibitor to the Junior League upon the terms and conditions set forth above. When this agreement has been executed by the Junior League after its execution by Exhibitor, it shall automatically become a contract binding upon both parties. Exhibitor agrees that the provisions within this agreement comprise the entire agreement with the Junior League and any modifications of this agreement must be in writing signed by and agreed to by all parties.



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The Parties have executed this agreement on the dates set forth below, the signatures hereto, in all cases this agreement shall be EFFECTIVE AS OF the date of the last of the required signatures.

**1. Exhibitor**

Business Name: \_\_\_\_\_

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

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

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

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

**2. The Junior League of Baton Rouge, Inc.**

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

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

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

***Touch a Truck Chairman***

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

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

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

***President – Junior League Baton Rouge***