



Junior League of Baton Rouge
9523 Fenway Avenue
Baton Rouge, LA 70809
225.927.2547

Dear Exhibitor,

The Junior League of Baton Rouge is excited to announce that the most anticipated children's event from 2019 is rolling back into Baton Rouge in 2020! Touch A Truck is a family-friendly event hosted by Junior Leagues across the nation, and on March 21, 2020, the Junior League of Baton Rouge will bring the Fifth Annual Touch A Truck to BREC's Fairgrounds at Airline Highway Park from 9:00 am - 3:00 pm.

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 am - 11:00 am. 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 88 years. Funds raised through Touch A Truck support our mission to promote voluntarism, develop the potential of women and improve our community. We surely could not accomplish this without the help of our amazing sponsors! Sponsorships allow the Junior League of Baton Rouge to continue to enhance the quality of life in the areas of health, education and cultural development throughout our community.

Touch A Truck 2020 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 exhibitors have the opportunity to interact with parents, children, volunteers and the community at large. All exhibitors will benefit from pre-event marketing, day-of signage/promotion, complimentary event tickets and day-of event hospitality.

For more information on becoming a Touch A Truck 2020 Exhibitor or Sponsor, please email the Touch A Truck Team at touchatruck@juniorleaguebr.org. To learn more about the Junior League of Baton Rouge, please visit www.juniorleaguebr.org. Thank you for your continued support.

Sincerely,

Michelle Aimee Smith

Michelle Aimee Smith
Touch A Truck 2020 Chairman



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Contact Name: _____ Title: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Website: _____ Facebook: _____

Twitter: _____ Instagram: _____

Exhibitor's name, city and state as Exhibitor wishes them to appear on signage and publicity

Check all options that apply below:

Exhibitor Fee \$250.00* _____ Number of Vehicles you wish to exhibit

Optional Donation for Touch A Truck: \$ _____ Sponsorship of tickets for events: \$ _____

\$0 Government, Emergency Response or Military Vehicle (s)

Please Check if you are a member of Associated Builder & Contractor, Inc. 

Total Amount Due by February 1, 2020: \$ _____

**\$1 million certificate of insurance required for "touch" vehicle(s); no insurance requirement 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 February 20, 2020 to guarantee an exhibitor's spot at Touch a Truck 2020.***

Tickets will be emailed on or before March 10, 2020.

Email completed application to touchatruck@juniorleaguebr.org or

Mail completed application to 9523 Fenway Avenue, Baton Rouge, LA 70809 or

Fax completed application to 225.927.2547



4. Exhibitor shall provide a minimum of two adult representatives to supervise the Vehicle(s) between the hours of 9 a.m. - 3:00 p.m. on Saturday, March 21, 2020. At least one adult representative must be present at each Vehicle at all times. 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, March 20, 2020 or Saturday, March 21, 2020. 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 p.m. on March 21, 2020, unless otherwise agreed to in advance in writing by the Junior League. All vehicles must be removed by 5 p.m. March 21, 2020, 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 any and all claims against the Junior League for such damage.
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 Exhibitors 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 21, 2020, 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 November 1, 2019.

14. The description of the Vehicle(s) to be displayed by Exhibitor at Touch A Truck is detailed on Exhibitor Description 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 any and all safety requests made by either the Junior League or Baton Rouge's Fire Marshall or Police Department.
17. Exhibitor agrees to adhere to limitations and guidelines of the Junior League with regard to 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 JLBR.
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.



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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 subsequent to 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

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 signature.

EXHIBITOR

Business Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Junior League of Baton Rouge, Inc.

The Junior League of Baton Rouge, Inc.

By: _____

President