

DEEP GREEN 2012 EXHIBITOR APPLICATION & AGREEMENT

Saturday, April 21 2012 12:00 noon - 12:00 midnight The Craneway Pavilion Richmond, California

Contact:

Earthdance Global LLC Attn: Deep Green Festival 861 40th Avenue, San Francisco CA 94121

> <u>www.DeepGreenFest.com</u> exhibitor@deepgreenfest.com 415.750.0971

EXHIBITOR APPLICATION & AGREEMENT

The following shall constitute the full agreement between	(Exhibitor)
(hereinafter referred to as the "Exhibitor") and Earthdance Global LLC (hereinafter ref	ferred to as the
"Event Producer") for the services of the Deep Green Festival 2012 (hereinafter referre	ed to as the "Event"
in connection with the Exhibitor's products and services (all collectively hereinafter refer	red to as the
"Products").	
Exhibitor shall be granted the rights and services described in the	(list package
to be purchased) package for the Event tentatively scheduled for Saturday, April 21	2012

Dispensary Showcase Booth - \$1000

Event Marketing:

• Featured Dispensary listing with logo/hyperlink on www.DeepGreenFest.com and in the Event Guide

Event Presence:

- Premium location in the Dispensary Showcase
- Exhibit space (10'x10'), with booth structure available for rent
- 1 (6'x2.5') table skirted and covered with two chairs
- 4 Festival Passes per booth (upgradeable), 2 Exhibitor parking passes

Food Vendor Booth - \$500

Event Marketing:

Exhibitor listing on www.DeepGreenFest.com and in the Event Guide

Event Presence:

- Exhibit space (10'x10'), with booth structure available for rent
- 1 (6'x2.5') table skirted and covered with two chairs
- 2 Festival Passes per booth (upgradeable), 1 Exhibitor parking pass

Exhibitor Booth - \$350

Event Marketing:

• Exhibitor listing on www.DeepGreenFest.com and in the Event Guide

Event Presence:

- Exhibit space (10'x10'), with booth structure available for rent
- 1 (6'x2.5') table skirted and covered with two chairs
- 2 Festival Passes per booth (upgradeable), 1 Exhibitor parking pass

Non-Profit Exhibitor Table - \$250

Event Marketing:

Exhibitor listing on www.DeepGreenFest.com and in the Event Guide

Event Presence:

- 1 (6'x2.5') table skirted and covered with two chairs
- 2 Festival Passes per table (upgradeable), 1 Exhibitor parking pass

As full compensation for the rights and services granted herein, Exhibitor shall pay Event Producer 100% of the selected Exhibitor Package fee (\$______), payable upon acceptance of this agreement.

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In consideration of the mutual benefits of this joint program, the sufficiency of which is acknowledged by the Parties, the undersigned agree as follows:

- 1. Limited License: Event Producer grants the Exhibitor a limited license to use any of the artwork on the Event site for the purpose of promoting the Event and linking to the Event site. Exhibitor grants Event Producer a limited license to use Exhibitor's logo in conference promotional material and on the Event site. Event Producer grants to the Exhibitor the right to use the Event's name and likeness for advertising and promotional materials during the term of this Agreement in connection with the Exhibitor's Products on the following terms and conditions:
 - (a) An official logo and identification phraseology or catch phrase shall be developed for the Event by event Producer. Such logo and/or identification phraseology, where applicable, shall be prominently included in all promotional and advertising references, which relate to the Event and disseminated throughout any media (e.g. print, radio, television and point of sale) by Producer or company announcing the Event.
 - (b) Any uses of the official logo and/or identification phraseology or catch phrase, other than specifically provided for in this Agreement, shall require the prior written permission of both Exhibitor and Event Producer.
 - (c) All trademarks, photos, transparencies and similar production materials produced hereunder shall be the exclusive property of the Event Producer and shall be returned promptly after the expiration of this Agreement.
- 2. Event Merchandise & Promotion: Exhibitor shall have the right to offer premium merchandise to the public; provided such items shall be subject to Event Producers prior approval as to quality, design, appropriateness and consumer value. Exhibitor agrees to use its best efforts to assist Event Producer to develop merchandise items that meet Exhibitor 's reasonable criteria as provided herein. Event Producer shall indemnify Exhibitor/ exhibitor for any liability in connection with this event. Exhibitor shall use its best efforts to promote this event to the public during the term of this Agreement.
- **3. Exhibitor Rules:** Exhibitor is required to obtain all required license(s), permit(s), and to collect and report all sales tax generated at the show as required by local, state, and/or federal governmental agencies.
 - (a) Exhibitor must abide by the published schedule of show hours, move-in and move-out times and may not terminate his/her exhibit early. Exhibitor must occupy his/her booth at least one hour prior to the opening of the show, otherwise Event Producer may relocate or cancel Exhibitor's booth without further notice and with no refund or exchange. Event Producer assumes no responsibility and liability for any merchandise or exhibit left in exhibit hall. Beyond the move-out time, an overtime charge of \$200 per hour will apply. It is Exhibitor's sole responsibility to leave the rented space in its original condition; otherwise Event Producer will charge a trash removal/damage/repair fee of at least \$200. Exhibitor must have liability insurance and be responsible for his/her own action and/or liability resulting from the operation of his/her exhibit. Exhibitor is liable for any and all liability inside as well as six feet away from his/her booth.
 - (b) Exhibitor must abide by all City, County, State, and Federal laws, regulating medical marijuana. Event Producer prohibits any and all illegal actions and activities. Exhibitor agrees to hold Event Producer harmless from any and all liability including, but not limited to, any bodily injury, illegal activity, property damage and all other liabilities arising from the operation of the exhibit or products sold or presented at the show. Event Producer will not be responsible for any loss of property due to theft, fire, accident or other cause.
 - (c) No subletting of booth space is permitted without Management's consent otherwise Exhibitor' right to exhibit will be forfeited without refund. No taping, nailing or painting is allowed on walls or pillars. Event Producer reserves the right to change exhibit hall, alter floor plan and to re-assign exhibit space if deemed necessary for the commonwealth of the show. If Exhibitor accepts a re-

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- assigned space for any reason, the fulfillment of this contract is deemed completed with no other recourse possible.
- (d) Event Producer has the right to rent space to firms, companies, individuals and organizations engaged in similar or competitive businesses to Exhibitor. Event Producer will not offer exclusive rights to any exhibitor. Event Producer reserves the right to refuse business to anyone or organization.
- **4. State Laws & Regulations:** This Agreement is construed and guided in accordance with the laws of the State of California and, in the event of any litigation between the parties hereto, California laws shall govern and the location of any litigation or arbitration shall be under the jurisdiction of the State of California.
 - (a) Exhibitor must abide by all City, County, State, and Federal laws, regulating medical marijuana. Event Producer prohibits any and all illegal actions and activities. Exhibitor agrees to hold Event Producer harmless from any and all liability including, but not limited to, any bodily injury, illegal activity, property damage and all other liabilities arising from the operation of the exhibit or products sold or presented at the show. Event Producer will not be responsible for any loss of property due to theft, fire, accident or other cause.
 - (b) Exhibitor understands that this event may at anytime have medication in plain view and promotes the use of Cannabis/Marijuana/Hemp for medical purposes and industrial usage and has no problems with that. No smoking of any marijuana or tobacco products at the show facility. No one under the age of 21 is allowed inside convention and exhibition hall.
- **5. Cancellation Policy:** This agreement is effective as of the date signed below and shall remain effective until the Event ends on 22 April 2012 or until terminated by either party. All requests for refunds must be in writing, received, and confirmed by Event Producer 30 days prior to the event. Contracts cancelled up to 30 days of the event will be issued a refund based on a prorated basis. Otherwise, no cancellation refund or exchange is allowed.

Event Producer may terminate this agreement at any time by notifying the Exhibitor in writing or by email. Upon such termination, Event Producer shall return to the Exhibitor/ exhibitor that portion of the package fee pro-rated for the time remaining in the contract. Further, following the expiration or termination of this Agreement, no further use whatsoever may be made of official logo by Exhibitor, Event Producer and/or Event, but the official logo may be used by Event Producer and Event without a reference to Exhibitor or Exhibitor's Product(s). The Exhibitor, Event Producer, and Artist/Event agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party except as expressly provided herein.

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Exhibitor Information:			
Business Name			
Sponsor Contact Person			
Address			
City	State	Zip	
Telephone	Fax		
E-Mail			
Web Site			
Products Sold/Services Offe	ered:		
IN WITNESS WHEREOF, t	he parties hereto acknowledge:		
Exhibitor Signature			Date
Event Producer Signature			Date

Fax or mail completed application and payment information to:

Earthdance Global, LLC 861 40th Avenue San Francisco, CA 94121 Fax: +1 (415) 358-5724 Tel: +1 (415) 750-0971