

2nd Annual *Emerald* Pot Pairing

Exhibitor Application and Agreement for 2016

The Emerald Magazine is proud to present The 2nd Annual *Emerald* Pot Pairing on September 10, 2016, at Ladybug Estates in Humboldt County near Ferndale (“Event”). A completed exhibitor application and agreement (“Agreement”) must be submitted by any company or exhibitor that would like to participate.

Prior to completing the Agreement, please review the entire attached document for a complete understanding of the rules and regulations associated with the Event. Each exhibitor will be required to sign this Agreement and submit the required fees by the published deadline in order to participate in the Event.

Have questions? Call 707-267-5592 or email allison@allisonedrington.com for information.

TERMS AND PAYMENT INFORMATION

Exhibitors applying must pay the \$200 exhibitor fee in full with their application and sponsors must pay the \$500 sponsorship fee with their application. Failure to submit the fee will cause a delay and/or possible rejection of the Agreement.

Payment can be sent via Paypal to editor@theemeraldmagazine.com and can be submitted online at <http://theemeraldmagazine.com/pot-pairing/>. Payments may also be made via business check or money order and mailed to PO Box 65, Arcata, CA 95518.

SUBMISSION DEADLINE & INFORMATION

In order for an exhibitor to be considered for participation in the Event, fully completed Agreements must be received no later than 4pm on Friday, August 26, 2016.

Submit applications electronically with all attachments via email to allison@allisonedrington.com -- application will not be processed until payment is received.

Required Attachments

Once exhibitor has been notified of acceptance as an exhibitor in the Event, a copy of the following items must be received in our office no later than five (5) business days after receipt of written acceptance from *The Emerald Magazine*.

1. A copy of an Event Insurance Certificate showing general liability coverage in the amount of \$1 million per occurrence.

2. A copy of a valid seller's permit. If you do not have a permit you can obtain it from the Board of Equalization. Information about obtaining a seller's permit can be found at: <http://www.boe.ca.gov/info/reg.htm>

TERMS AND CONDITIONS

This exhibitor application and agreement (the "Agreement") is entered into effective as of the date set forth on the signature page hereto (the "Effective Date") by and between *The Emerald Magazine* ("*The Emerald Magazine*") and exhibitor ("Exhibitor"), as described herein.

In consideration of the mutual covenants contained herein and for other good and valuable consideration the parties hereby agree as follows:

1. Reporting Charitable Contributions/Taxes.

The parties agree that all contributions they receive from or as a result of the Event will be reported as contributions to the respective parties as required by law. Each party agrees to notify the other of any change in its tax status. Each party shall be responsible for any applicable taxes associated with the transactions contemplated under the Agreement.

2. Confidentiality

Each of the parties (a "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, volunteers and representatives on a "need to know basis," provided that it shall first instruct such employees, personnel, volunteers and representatives to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

3. Limitation of Liability/Indemnification

Except for the willful misuse of a party's name or logos and to the extent personal injury or property damage is the result of the gross negligence or willful misconduct of a party or its agents, neither party shall have liability arising in any manner under or in connection with this Agreement. IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, *The Emerald Magazine's* LIABILITY FOR

BREACH OF CONTRACT, SHALL NOT EXCEED THE AMOUNT OF MONEY ACTUALLY RECEIVED BY *The Emerald Magazine* DURING THE TERM OF THE AGREEMENT. NOTWITHSTANDING ANY LIMITS OF LIABILITY, EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL *The Emerald Magazine* BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ARISING SOLELY FROM BREACH OF THE AGREEMENT OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES").

Each Party agrees to defend, indemnify and hold the other and its officers, directors, agents, affiliates, attorneys, and employees harmless against any loss, damage, expense, or cost, including outside reasonable attorney's fees, including allocated costs for in-house legal services ("Liabilities") arising out of any claim, demand, proceeding, or lawsuit by a third party relating to an alleged material breach of this Agreement or alleged misrepresentation, or breach of a covenant or warranty set forth in this Agreement, except where Liabilities result from the gross negligence or knowing and willful misconduct of the party to be indemnified.

Claims. If a party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is subject to indemnification hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. Such notice will (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall control and will be obligated to defend the Action, at its own expense. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

4. Public Relations

Each party to this Agreement may issue various non-disparaging public relations statements to the media and other interested parties from time to time concerning the Event that is the subject of this Agreement, provided, however, that any such statement(s) by Exhibitor specifically referring to the Event and/or *The Emerald Magazine* shall be subject to prior written approval by *The Emerald Magazine*.

5. Binding on Successors and Assigns

Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and successors. This Agreement may not be assigned or otherwise transferred by Exhibitor without the prior written consent of *The Emerald Magazine*. However, *The Emerald Magazine* may assign this Agreement to another party without Exhibitor's consent.

6. Notice

Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iii) three (3) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available.

7. Independent Contractors

The parties to this Agreement are independent contractors. Neither party is an agent, representative or employee of the other party. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Further, with the exception of the terms and conditions of this Agreement, neither party has the right, power or authority to control the performance of the other party in its participation in the Event. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

8. Dispute Resolution

(a) Any dispute arising out of or relating to this Agreement, including but not limited to the interpretation hereof, that cannot be resolved by the parties within thirty (30) days after the commencement of discussions to reach settlement will be finally settled by binding arbitration.

(b) Arbitrator's Decision. The arbitrators will issue a written opinion stating his/her findings of fact and conclusions of law upon which the decision is based. The arbitrator's decision will be final and binding. Each party will pay its own legal fees and expenses of arbitration. The parties will share equally the arbitration costs, including the arbitrator's fees and expenses. Judgment on such award may be entered in any court of competent jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce that award may elect. Any arbitration award for money damages shall be in United States Dollars. The arbitration award shall not include any indirect, incidental, special, consequential, or punitive damages, and the arbitrators shall be so instructed.

9. General.

(a) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties. (b) Governing Law. This Agreement shall be governed by the laws of the State of California. (c) Termination. *The Emerald Magazine* may terminate this Agreement by giving fifteen (15) days' written notice to the Exhibitor. Once Exhibitor has been accepted as an exhibitor for the Event, Exhibitor shall

have no right to terminate this Agreement and/or receive a refund of any monies transferred to *The Emerald Magazine* in connection with this Agreement and/or the Event.

(b) Exhibitor is responsible for providing adequate staffing and security for Exhibitor's booth. Requests for any passes needed for additional staff and/or booth personnel should be submitted via email prior to the event. Exhibitor assumes responsibility for all required permits and insurance, food and beverage permits, camping and/or overnight accommodations unless otherwise specified with *The Emerald Magazine* in writing, in advance.

The Emerald Magazine is not liable for any damaged or lost property belonging to Exhibitor. In any event, Exhibitor agrees that it is solely responsible for all of its activities (products sold) and shall hold *The Emerald Magazine* harmless from any and all claims of any kind. Exhibitor agrees to indemnify *The Emerald Magazine* for any claims whatsoever that might arise as a result of Exhibitor's activities and goods.

Representations and Warranties:

The Exhibitor **represents and warrants to *The Emerald Magazine*** that the goods, if subject to Humboldt County Health Department rules, have been prepared in accordance with those AND all other applicable health and safety rules, laws **and standards**. Exhibitor **represents and warrants to *The Emerald Magazine*** that **it is** the lawful owner of the goods being provided **and/or has** the legal authority to provide the goods. Exhibitor shall be responsible for any and all taxes and fees including payroll taxes, sales taxes, income taxes, business license fees, etc. for its business, employees, guests, customers, etc. *The Emerald Magazine* shall be responsible **only** for its **own** employee payroll taxes, and taxes on its **own** sales and income and NOT that of **Exhibitor**. Lastly, **Exhibitor** understands that it is federally illegal to sell, buy or trade cannabis.

If you have questions about insurance requirements, please contact Allison at 707-267-5592 or allison@allisonedrington.com.

Exhibitor Agreement Signature Page

Please also attach copies of your event insurance coverage certificates to this application.

If requesting nonprofit fee discount, please attach proposal as outlined in exhibitor agreement.

List and describe the goods and/or services that you expect to provide or showcase at your booth: **(use an additional page, if necessary)**

I _____ (Full Name),

Representative of _____ (Company or booth name)

I understand and agree to the terms and conditions of the 2nd annual *Emerald* Pot Pairing Exhibitor Agreement.

Signature: _____ Date: _____