



# HEMPAPALOOZA



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**HEMPAPALOOZA™ CANNABIS OLYMPICS™ HEMPAPALOOZA CONTRACTS®**

## HEMPAPALOOZA SPONSOR AGREEMENT

This documents an agreement between Hempapalooza, Inc (“Management”) and \_\_\_\_\_ (“Sponsor”) regarding Hempapalooza Summer Solstice Music & Film Festival June 19-22 (the “Event”).

Sponsor shall be the exclusive sponsor of \_\_\_\_\_ at the Event. Sponsor shall pay Management \_\_\_\_\_ for the Sponsorship, as further described in sponsorship application herein referred to as 'Exhibit A.' The Sponsorship shall be prominently featured and/or displayed in connection with the Event and any aspects thereof, including without limitation, references on tickets, passes, handbills, inflatables, indoor and outdoor venue signage, venue marquee, stationary, press releases, stage, curtain, programs, and other Event related materials.

Management shall use best efforts to provide Sponsor with the highest level of exclusivity reasonably practical under the Sponsorship and this Agreement. Management shall state the Sponsor as a sponsor alongside the other similar sponsors of the Event in the normal course. Management shall prominently display and otherwise incorporate such material into the Event, including without limitation the venue(s), graphics, signage, and any other materials deemed necessary or desirable by Sponsor and Manager. Management shall use best efforts to coordinate with Sponsor in development of promotional materials, advertisements, merchandise, communications, and other items to be used in the normal course of performance of this Agreement.

Sponsor shall: Pay Management in full as soon as possible after executing this Agreement. Represent and warrants all things necessary for their ability to execute and perform this Agreement, including without limitation ability to pay and ability to further the best interests of Management and the Event through the Sponsorship and other performance of this Agreement and activities related to the Event. Use best efforts to do all things reasonably necessary to perform this Agreement in the best interests of Management and the Event. Adequately perform all duties related to its participation at the Event, including, transport, setup, breakdown, cleanup, security, transactions, record keeping, and all others. Have sole responsibility for preparing, cleaning, and otherwise maintaining their reserved space, items, and other presence at the Event. Obtain all license(s), permit(s), and other authorizations required by law for their participation in the Event. Follow all directions given by Management, including without limitation scheduling and other logistics. Use reference to Management and/or the Event only as approved in writing by Management. Be solely responsible for staffing, operating, supervising, securing, and otherwise administering its space, personnel, and all other activities regarding the Event. Use best efforts to minimize competition against Management and/or the Event potentially created during performance of this Agreement. Release, hold harmless, and indemnify Management from any and all claims potentially arising from or related to this Agreement and/or Sponsor’s participation in the Event. Indemnify, hold harmless, and fully defend any agent acting on its behalf in any way potentially related to this Agreement or the Event or Management. Indemnify, hold harmless, and fully defend Management as related to this Agreement and the Event, including without limitation bodily injury, illegal activity, property damage, operation of equipment, consumption of items, theft, fire, accident, loss of property, and all other activities at the Event. Accept sole liability for its acts. Comply with all laws, including without limitation those regarding personal conduct, food safety, materials handling, transportation, and medical cannabis. Take no action inconsistent with any act of Management or otherwise not in furtherance of the Event’s best interests. Consent to Management’s use of Sponsor’s marks, likeness, name, and all other identifying information in the best interests of the Event, including without limitation on marketing materials and all other communication. Use marks, materials, communications, and other items of information related to this Agreement, Management, the Event, or any other parties, only as in compliance with all applicable law. Use marks of Sponsor only upon prior written approval. Use best efforts to promote the Event to the public. Provide to Management material with its name, logo, and similar information of Sponsor, the Sponsorship, and the Event. Use best efforts to coordinate with Management in development of promotional materials, advertisements, merchandise, communications, and other items to be used in the normal course of performance of this Agreement. Secure and maintain all insurance and related arrangements to cover liability for its performance of this Agreement and all other related participation or affiliation with the Event.

Sponsor agrees, acknowledges, and understands that: It shall not receive any authorization or services regarding the Event before payment in full and completion of all other terms, conditions, and requirements of Management. Management cannot and does not guarantee attendance at the Event, revenue for Sponsor, or any other potential outcome, including but limited to, nonoccurrence of the event all data estimates and other projections for the Event are subject to change. Management may alter or amend the Sponsorship and/or other terms of this Agreement or Sponsor’s participation with the Event as reasonably necessary for the best interests of the Event. Management may elect or refuse to serve anyone or any organization for any reason or no reason. No exclusivity exists on Sponsor’s behalf in any way related to Management or the Event other than any in the Sponsorship. Management alone determines the best interest of the event. Management may take any action reasonably necessary in response to unreasonable behavior or conduct. Management may terminate or amend this Agreement and return all funds previously received from Sponsor at any time, including without limitation, if Management has not yet received full payment, if so doing would be in the best interests of the Event or Sponsor takes any act inconsistent with the interests of Management or the Event. Management may elect or refuse to use Sponsor’s previously used marks, likeness, name, and all other identifying information in the best interests of the Event, including without limitation on marketing materials and all other communications. Management may use any of Sponsor’s marks, including without limitation a logo, phrase, or other identification in any advertising, material, or other communication. Management may use references relating to Sponsor in any way in any media regarding the Event. Management cannot and does not regulate or otherwise acknowledge activities of any person or entity which could be interpreted by a third party to constitute potential endorsement of a competitor of Sponsor. Any and all of Sponsor(s)’ agents, licensees, employees, assignees, and any other person or entity related or affiliated with Sponsor shall be bound to all applicable terms of this Agreement and other implicit and explicit duties to Management and the Event. The form of the Sponsorship references shall be subject to approval of Sponsor and Management. All marks, images, materials, and other items related to Management and the Event, including any and all intellectual property developed at least partially by Management or its agents or affiliates, shall remain exclusive property of Management. Following the Event’s occurrence or termination of this Agreement, Sponsor shall no longer use any mark, image, materials, and related items related to the Event, unless Sponsor and Management execute such appropriate signed written agreement or amendment to this Agreement. Management shall indefinitely retain all rights to ownership, possession, use, and others related to all marks, images, materials, and other items related to the Event previously used in the normal course of this Agreement and the Event. If Management or Sponsor is prevented from adequately performing a material term of this Agreement due to a Force Majeure as normally defined in the context of the Event, Management and/or Sponsor may alter, amend, suspend, and/or terminate this Agreement as reasonably necessary.

This Agreement shall: Have no effect before payment in full is received by Management. Not be enforceable against Management upon Sponsor’s failure to perform any material term of this Agreement, including without limitation all terms of payment and implicit and explicit duties to Management and the Event. Be binding on all successors and assigns of the parties. Be governed by the laws of the state of Washington. Include the entire agreement between the parties. Not be affected by invalidity or unenforceability of one or more provisions of this Agreement. Be subject to all parties’ best efforts at alternative dispute resolution, including without limitation mediation, and arbitration, before either party may otherwise seek legal remedies regarding this Agreement. Be performed, administered, construed, and otherwise addressed by best efforts in the best interests of the Event. Incorporate as reasonably necessary additional terms or conditions customarily contained in agreements of this type, including without limitation codes of conduct, protection of marks, confidentiality, reasonable notice and cure, and good faith.

\_\_\_\_\_  
Management

\_\_\_\_\_  
Sponsor