



HEMPAPALOOZA

HEMPAPALOOZA, Inc.

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HEMPAPALOOZA™ CANNABIS OLYMPICS™ HEMPAPALOOZA CONTRACT©



VENDOR AGREEMENT

This documents is an agreement between Hempapalooza, Inc (“Management”) and _____ (“Vendor”) regarding Hempapalooza Summer Solstice Music & Film Festival June 19-22 (the “Event”). Vendor shall pay to Management _____ to reserve _____ 10x10 booth space(s). Vendor may sublease, assign, delegate, or otherwise administer this Agreement with third parties only upon written approval from Management, where such written approval shall not be unreasonably withheld.

Vendor shall: Pay Management in full as soon as possible after executing this Agreement. Represent and warrant all things necessary for their ability to execute and perform this Agreement, including without limitation ability to pay. 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 marketing, transport, setup, breakdown, cleanup, security, transactions, record keeping, and all others. Have sole responsibility for preparing, cleaning, and otherwise maintaining their reserved space. Accept sole liability for its space, personnel, and acts. Be solely responsible for staffing, operating, supervising, securing, and otherwise administering its space, personnel, and all other activities at 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. Take no action inconsistent with any act of Management or otherwise not in furtherance of the Event’s best interests. Make no claim ownership, access, or any other entitlement to any intellectual property created by Management. Release, hold harmless, and indemnify Management from any and all claims potentially arising from or related to Vendor’s participation at the Event. Indemnify, hold harmless, and fully defend any agent acting on its behalf in any way potentially related to the Event or Management. Indemnify, hold harmless, and fully defend Management as related to its involvement in 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. Obtain all license(s) and permit(s) required by law for its participation at the Event. Collect and report all sales taxes generated at the Event as required by law. Comply with all laws, including without limitation those regarding personal conduct, food safety, materials handling, transportation, and medical cannabis.

Vendor agrees, acknowledges, and understands that: It shall not receive a reservation at 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 the Vendor, or any other potential outcome. All data estimates and other projections for the Event are subject to change. Management may alter or amend its reserved space and/or other terms of its participation at 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. Aside from its reserved space at the Event, no exclusivity exists on its behalf in any way related to Management or the Event. Management may relocate Vendor’s booth if left unattended for unreasonable period of time. Management may take any action reasonably necessary in response to unreasonable behavior or conduct by Vendor. Management may terminate or amend this Agreement and return all funds previously paid by Vendor 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 if Vendor takes any act inconsistent with the interests of Management or the Event. Any and all of Vendor(s)’ agents, licensees, employees, assignees, and any other person or entity related or affiliated with Vendor shall be bound to all applicable terms of this Agreement and other implicit and explicit duties to Management and the Event. Management may elect or refuse to use any of Vendor’s marks, likeness, name, and all other references or identifying information on any items or materials, including without limitation signage, communications, clothing, and others. If Management or Vendor 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 Vendor 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 Vendor’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. Include the entire agreement between the parties. Not be affected by invalidity or unenforceability of one or more provisions of this Agreement. Be performed, administered, construed, and otherwise addressed by best efforts in the best interests of the Event. Incorporate as 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. Be governed by the laws of the state of Washington.

Management

Vendor