

SPONSORSHIP CONTRACT

Show October 26-27, 2015 **Contract Deadline: Sept 1, 2015**



**SOUTHWEST
CANNABIS**
Conference + Expo

Expo Date/Hours: 2-Day Show			Sent Items	Received Items
Move In:	10/26/15	Time: 7 am - 11:59pm	<input type="checkbox"/> Sponsorship Pack	<input type="checkbox"/> Contract
Show Times:	10/26-10/27	Time: 9 am - 7pm	<input type="checkbox"/> Contract	<input type="checkbox"/> Deposit
Move Out:	10/29/15	Time: 7 am - 11:59pm	<input type="checkbox"/> Exhibitor Pack	<input type="checkbox"/> Logo(s)
			<i>For internal use only</i>	<input type="checkbox"/> Final Payment

Contact Information

The contact person receives all correspondence, exhibitor instructions and the necessary forms required to exhibit. Information will be mailed to the address below.

_____	_____		
Contact Name	Parent Company Name		
_____	_____		
Phone Number	Email		
_____	_____		
Address	City	State	Zip

Program Book & Exhibit Directory Information

Show Directory & Booth Sign Name			

Phone Number	Email		
_____	_____		
Address	City	State	Zip

Description of products and/or services to be displayed on marketing materials (Maximum 40 words):

Product Category

Please indicate up to 3 (three) product/merchandise/service that is most representative of the Primary Account Holder.

- Dispensary
- Lifestyle/Beauty
- Cultivation
- Industry Services
- Industrial Hemp
- Education
- Technologies
- Other _____

SPONSORSHIP CONTRACT (CONT.)



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Sponsorship Package

Please choose 1 (one) level sponsorship package. See *Sponsorship Opportunities* for package details. Please note: There is a \$1,000 deposit due with contract to reserve your booth. Booths are assigned based on first come, first served basis.

- Title Sponsor \$25,000
- Silver Sponsor \$5,000
- Platinum Sponsor \$15,000
- Bronze Sponsor \$3,000
- Gold Sponsor \$10,000
- Standard Sponsor \$1,500

Additional requirements that have been agreed to by both parties not listed under the Sponsorship Packages will be added here. Please include additional fees and sponsorship details below.

Payment

Total Amount Due \$ _____

Total Amount Enclosed \$ _____

- Check: *Make checks payable to: The Southwest Event Group, LLC. 1 W. Deer Valley Rd. #105 Phoenix, Arizona 85027*
- Visa
- MasterCard
- American Express

Card Holder's Name _____

Card Number _____ Expiration Date _____

Card Holder's Signature _____ Date _____

Authorization: By submitting this form I authorize the Phoenix Convention Center to charge or debit to the above indicated account for services provided. I certify that I am the legal credit card holder or bank account holder, and that I will not dispute the payment with my credit card company or bank provided the transactions correspond to the terms indicated in this authorization form. This authorization is to remain in full force and effect until the Phoenix Convention Center has received written notification from me (or SWCC Expo) of its termination in such time and in such manner as to afford the Phoenix Convention Center a reasonable opportunity to act on it. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

- By signing this contract, I agree to abide by 2015 SWCC Expo Rules and Regulations

Authorized Representative's Signature _____ Date _____

Scan and Email Form to: Vendor@SWCCExpo.com
Mail Forms and Check to: 1 W. Deer Valley Rd. #105 Phoenix, Arizona 85027

SHOW & EXHIBIT INFORMATION



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Exhibit Halls F and G: The SWCC Expo show and exhibit will take place in Expo Halls F and G. These rooms have ample lighting and tall ceilings. All booth spaces will be provided with 8' high, black, back and side drapes. Please note, absolutely NOTHING is to be attached to the building walls or ceilings. Driving nails, tacks, staples or the use of tape on the building's walls or ceilings is NOT permitted. Only freestanding displays are allowed. Any damages must be paid by Exhibitor prior to move-out.

Standard Booth: A standard booth is one 10' (width) x 10' (depth) booth. All standard booths will be restricted to a maximum height of 8'. Only freestanding displays are allowed.

Primary Account Holder: The person or company that contracts to rent a booth at the SWCC Expo.

Booth Share Fees: 1. \$500 for each additional company showing out of the Primary Account Holder's booth space. 2. \$100 for each additional brand or label shown within a contracted booth space. The agreement between SWCC Expo and the **Primary Account Holder** allows for one (1) company, brand, or label to be shown within the contracted booth space. The fees will cover the processing of each additional company, brand, or labels inclusion within all marketing materials. (ie: website listings, show directory listings, logo inclusion as Show participant, and marketing materials where applicable.)

End Booth / Corner Booth: End or corner booths are an additional \$500 per booth. An end booth is a standard booth bordered by aisles or openings on two sides. An end booth display will be restricted to a maximum height of 8' at the back and sides (unless otherwise approved by management). Only freestanding displays are allowed.

Booth Height: Exhibitors may extend the height of their exhibit up to 12' in height. If an extension or increase of height is needed, please note the following: (1) graphics/signs are limited to company name/logo (no sample sale signs, discounts, show specials, etc.); (2) the exhibit must be a professionally constructed display and does not present a safety hazard; (3) all sides of the additional height must be finished and back side cannot include company name/product, etc. or anything that would interfere with neighboring exhibits; (4) a maximum of 12' will be allowed for a booth build, signage, etc. and no product will be allowed above 9'; (5) detailed photos and/or plans must be submitted to show management (for their review and approval) upon signing of the show contract; (6) show management has sole discretion to require any displays to be lowered at any time during the show move-in or during the show.

Swag / Demonstrations: Feel free to distribute swag or

samples, but please note NOTHING WITH CANNABIS OR THC MAY BE SOLD, DISTRIBUTED OR CONSUMED ON SHOW SITE. Please do provide product demonstrations, provide samples and have fun.

- This contract is between the **Primary Account Holder** and SWCC Expo. Any other stand alone companies looking to show within your booth space MUST pay the \$500 booth share fee.
- A \$100 fee will be applied to each additional brands or labels showing under a company in your booth space.
- A deposit of \$1,000 per 10' (width) x10' (depth) booth is due upon signing, and shall accompany the contract.
- Send us your logo and a two sentence description: (40 word maximum) about your company and/or product, so we can use on applicable marketing materials.
- There is a limit of 4 FULL ACCESS CONFERENCE PASSES per 10'x10' booth. Each additional badge is \$20.
- If show staff finds any other companies, brands, or labels being represented, other than those specified on your contract, fees will be applied accordingly.

RULES & REGULATIONS



1. DEFINITIONS OF TERMS

- A. "**Agreement**" shall mean the herein Exhibitor Agreement.
- B. "Event" or "Show" shall mean the specific SWCC Expo TRADE SHOW event encompassed by this agreement.
- C. "Facility" shall mean the Phoenix Convention Center Complex.
- D. "Booth", "Space", or "Exhibit", shall mean the area leased to Exhibitor by SWCC Expo, pursuant to this Agreement.

2. EFFECT DATE OF AGREEMENT

This Agreement shall become legally binding and effective only when SWCC Expo and Exhibitor have signed this Agreement in full and a payment in full in U.S. Currency has been received by SWCC Expo.

3. ASSUMPTION OF RISK

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation in or presence at Event, including, but not limited to theft, loss, or damage of property, damage or injury to person or persons, (including death), or loss of income or future income, whether caused by negligent, intentional, or accidental acts, acts of God or otherwise. The Show does not and will not be expected to inventory items that Exhibitor brings to the Show. Thus, the Show can have no accurate determination of what items or what values are represented in the inventory Exhibitor brings to the Show and, accordingly, cannot and will not be expected to insure Exhibitor against loss of or damage to its property. A bailment for property is not created for property delivered by Exhibitor in conjunction with this Agreement. The Show will provide reasonable security service for the Show from the beginning of move-in to the end of move-out but cannot assure that any Exhibitor will not sustain loss, disappearance or damage to its property or illness or injury of its personnel. Recognizing the foregoing, The Show and Exhibitor understand and agree that the entire risk of loss, damage or other liability with respect to property owned or otherwise brought to the Show by Exhibitor, its agents or employees, regardless of where such property may be, and injury or illness of the person or Exhibitor, its agents or employees, shall lie with the Exhibitor and not with the Show, whether such loss, damage or other claim of liability may be occasioned by theft, damage, destruction (through negligence or otherwise) or unexplained disappearance. Nothing in this paragraph shall limit the liability of any individual who is personally guilty of theft or willful and deliberate destruction or damage of the property of Exhibitor or injury to Exhibitor, its agents or employees. Exhibitor and the Show recognize and acknowledge that a need exists for Exhibitor to exercise proper precautions to discourage injury, loss or damage and to carry its own insurance. In the event of a claim arising against Exhibitor and/or the Facility or SWCC Expo out of the Exhibitor's participation in the show, Exhibitor shall, at its expense, protect, defend and hold the Facility and SWCC Expo harmless. The Facility and SWCC Expo shall not be held liable for any loss or damage arising from interruption or malfunction of heating, plumbing, ventilating, air conditioning, elevator, escalator, lighting or personnel-provided services unless such a failure is due to the Phoenix Convention Center's gross negligence or intentional misconduct. The Phoenix Convention Center and SWCC Expo shall not be held liable for loss or injury arising from any act or neglect of other Show participants or occupants of the Phoenix Convention Center complex. Phoenix Convention Center, as used herein, includes the employees, agents, premises owners, and mortgagees of the Phoenix Convention Center.

4. GENERAL RELEASE

Exhibitor hereby agrees to release SWCC Expo and Facility, their officers, agents, directors, stockholders, owners, attorneys, insurers, lawyers, assigns, and affiliated and subsidiary corporations, and employees, and each of them, from all actions, suits, liens, losses, debts, damages, claims, causes of actions, personal injuries or property damage, including subrogation claims, specifically including, but not limited to, those claims and causes of actions which may arise out of the participation of SWCC Expo, exhibitor, and/or Facility, in the Event and/or any acts which occur between the date of the Signing of this Agreement and the Event.

5. INDEMNIFICATION

Exhibitor agrees to forever indemnify, hold harmless, and otherwise defend and/or vouch for (which includes but is not limited to hiring attorneys licensed in the state of the Event and approved by) SWCC Expo and Facility against any and all claims, demands, suits, causes of action, arbitration demands and arbitrations,

liens and mechanics liens, which result from Exhibitor's participation or presence at the Event, including but not limited to:

- A. Any breach by Exhibitor of this or any Agreement, covenant, promise or other obligation under this Agreement.
- B. Any violation by Exhibitor of any City, County, Municipal or State Ordinance.
- C. Any infringement by Exhibitor of patent, copyright, trademark, trade secret, or other proprietary rights.
- D. Any libel, slander, defamation or similar actions by Exhibitor.
- E. Claims involving personal injury, wrongful death, property damage, emotional distress, loss of income or future income, misrepresentation, and fraud.
- F. Any other claims involving negligence, breach of contract, or intentional torts.

6. LIMITATION OF LIABILITY

Neither SWCC Expo nor Facility shall be liable for any lost profits, incidental, special, general, consequential or punitive damages, direct or indirect, whether or not Exhibitor is informed of the possibility of such damages. In no event shall SWCC Expo or Facility's actual damages exceed the amount actually paid to SWCC Expo by Exhibitor pursuant to this Agreement.

7. DISCLAIMER

SWCC Expo makes no representation, guarantees or promises expressed or implied, regarding the number of people who will attend the Event, the amount of revenue Exhibitor can expect to generate from the Event, or any other matters regarding the Event. Any such statements, prior to or after the execution of this Agreement, are mere opinion and unless expressly included in this Agreement, are hereby disavowed.

8. GENERAL

The Phoenix Convention Center and SWCC Expo shall have the full power in the interpretation and enforcement of all rules and regulations governing Exhibitors. All matters and questions not covered by the agreement shall be subject to the final judgment and decision of SWCC Expo. The Names "SWCC Expo" and "Phoenix Convention Center" may not be used without advance written consent by SWCC Expo and the Phoenix Convention Center.

9. INSURANCE

Exhibitor is required to obtain and maintain through the last day of this Agreement, liability and workers compensation insurance, each individual policy having coverage limits of the greater of either at least One Million Dollars (\$1,000,000.00) per person, Two Million Dollars (\$2,000,000.00) per aggregate event, or the cover-age of the applicable venue contract.

- A. Liability insurance must be comprehensive general liability insurance, covering claims for bodily injury, property damage, contractual violations, and operation of mobile equipment, produce and liquor liability, if applicable.
- B. Exhibitor is required by SWCC Expo and Facility as additional insured on any policy obtained pursuant to this section.
- C. If requested, Exhibitor will provide proof of additional insured endorsements, primary coverage endorsements, and complete copies of policies within sixty (60) days before the first scheduled day of Event.
- D. All insurance must be obtained pursuant to this Agreement shall be primary of any other insurance obtained by the Exhibitor and shall be written on an occurrence basis. Claims-made policies are/do not constitute compliance with this Agreement.

10. EXHIBITOR'S RESPONSIBILITY TO INSURE PROPERTY

SWCC Expo assumes no responsibility to protect, insure, or indemnify Exhibitor against damage to Exhibitor's property. Exhibitor is required to insure its property against damage, loss, or theft.

11. QUALIFICATIONS/ELIGIBILITY OF EXHIBITOR

SWCC Expo in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Participation as an Exhibitor in the SWCC Expo Show is limited to those selling wholesale products directly related to the *Gift, Art, Variety, indoor Gardening, Smoking Accessories and Handcrafted Gift Industry* who

display and solicit orders for their products in good taste and whose conduct of business in their assigned space adds to the professional atmosphere of the Show. Eligibility is generally limited to persons or entities that supply products and services to Gift, Art, Variety, indoor Gardening, Smoking Accessories and Handcrafted Gift Industry. SWCC Expo reserves the right to restrict or remove any Exhibit that SWCC Expo, in its sole discretion, determines to be objectionable or inappropriate.

12. ASSIGNMENT OF SPACE/BOOTH LOCATION

SWCC Expo maintains sole discretion to assign space at the Event and determine the dates of assignment. Any such assignment does not guarantee or imply that a similar space will be assigned for future Events. SWCC Expo reserves the right to change the floor plan, assignment, or Exhibitor location prior to or during the Event, if SWCC Expo determines that to do so in the best interest of the Event.

- A. Space assignment applies to this show only and does not imply that similar space will be assigned for future Shows.
- B. SWCC Expo may honor booth placements from previous shows if Exhibitor renews within a fixed period to be agreed upon at a later time and in a separate written agreement. SWCC Expo makes no guarantee that said location will be available or offered, if not agreed to by SWCC Expo and Exhibitor in a separate written agreement. SWCC Expo retains sole discretion to place Exhibitor in an alternate location without explanation.
- C. Statements as to booth location, in the absence of a written agreement, are not binding upon SWCC Expo. SWCC Expo retains sole discretion to determine where to place Exhibitor.
- D. SWCC Expo reserves the right to group Exhibitors according to merchandise description. Exhibitor's merchandise to be displayed at Event must be described with particularity in the Application for Space. SWCC Expo reserves the right to relocate Exhibitor to a location displaying similar merchandise if merchandise is displayed by Exhibitor at Event is substantially different than merchandise described in Exhibitor's application. SWCC Expo retains sole discretion to determine if an Exhibitor's merchandise to be displayed at Event or actually displayed is substantially different than merchandise described in Exhibitor's application.
- E. Space assignment may be revoked or changed by SWCC Expo if Exhibitor fails to meet payment deadlines set herein.

13. CANCELLATION OF AGREEMENT BY EXHIBITOR

- A. Cancellation of this Agreement will only be deemed valid if such cancellation is in writing and sent to SWCC Expo and received by SWCC Expo, by September 15, 2014. Cancellations received by September 15, 2014 will receive a refund less the \$300 show processing fee.
- B. If Exhibitor fails to send written notice of cancellation of Agreement by September 15, 2014, Exhibitor will be fully bound by and fully liable for this Agreement.
- C. If Exhibitor sends written notice of cancellation of Event after September 15, 2014, Exhibitor will remain liable for full show fee.
- D. Exhibitor's liability in the event of cancellation applies regardless of the date the herein Agreement is executed.
- E. SWCC Expo reserves the right to treat Exhibitor's downsizing of booth space as a material deviation of this Agreement and relinquishing the requested booth space, entitling SWCC Expo to relocate Exhibitor to another booth space at SWCC Expo discretion and choosing.
- F. The terms delineated in subsections (B) and (C), are agreed-upon liquidated damages, as compensation for damages SWCC Expo will suffer due to Exhibitor's cancellation. These damages may include, but not limited to, monies expended by SWCC Expo to prepare for the Event, or the inability to lease the space to other Exhibitors who would have leased the space. Due to the inability to determine the exact amount of damages in the event of cancellation, the terms delineated in subsections (B) and (C) are agreed-upon liquidated damages and not a penalty.

14. CANCELLATION OF AGREEMENT BY SWCC Expo

SWCC Expo reserves the right to cancel this Agreement without refund, upon immediate written or verbal notice, in the event of any material deviation of the Agreement by Exhibitor, including but not limited to the following:

- A. If Exhibitor fails to make any payment required by this Agreement.
- B. Substantial deviation in booth size or merchandise displayed.
- C. Failure to obtain liability insurance or add SWCC Expo and Facility as additional insured, as required by this Agreement.
- D. If SWCC Expo determines Exhibitor is displaying or attempting to display objectionable or inappropriate material.
- E. Exhibitor's failure to adhere to booth assembly, occupation, and/or dismantling, described fully in Section 18, below.

- F. Any other material deviation as determined within SWCC Expo sole discretion.
- G. Exhibitor's failure to abide by these rules and regulations as provided herein.
- H. Exhibitor's failure to claim its assigned exhibit space by 4pm the last day of move-in.

15. EFFECT OF CANCELLATION OF AGREEMENT

In the event of cancellation by Exhibitor or SWCC Expo pursuant to Paragraph 13 and/or 14 of this Agreement, SWCC Expo reserves the right to take any or all of the following steps:

- A. Refuse Exhibitor permission to move in and set up booth at Facility.
- B. Refuse Exhibitor access to Facility, except, to remove Exhibitor's property that is already in Facility at the time of cancellation.
- C. Enter into another Agreement with another vendor for the booth space SWCC Expo set aside for Exhibitor, which space becomes available due to this cancellation. (SWCC Expo is not obligated to re-rent the booth space in an effort to mitigate damages.)
- D. Refuse to refund any monies advanced by Exhibitor pursuant to this Agreement.

16. CANCELLATION OF EVENT

- A. SWCC Expo reserves the right to cancel Event due to circumstances beyond SWCC Expo control or not reasonably anticipated by SWCC Expo, including but not limited to, acts of God, acts of war, governmental emergency, imposition of martial law, labor strike or unrest, or inability of Facility to host Event.
- B. If Event is canceled pursuant to subsection (A), SWCC Expo shall refund to Exhibitor all rental payments advanced for booth space, minus a share of costs and expenses incurred by SWCC Expo prior to cancellation. Such refund shall release SWCC Expo and Facility from any and all liabilities due to cancellation.

17. RESCHEDULING/RELOCATION/RENAMING OF EVENT

- A. SWCC Expo reserves the right to rename the Event, relocate the Event to another Facility within the same city as the original Facility, or reschedule the Event.
- B. SWCC Expo renames, relocates, or reschedules the Event pursuant to subsection (A), Exhibitor will not be entitled to any refund of monies advanced. However, SWCC Expo will make a space available for Exhibitor, within SWCC Expo discretion, at the new location or on a new date.

18. ACCESS TO SPACE BY EXHIBITOR

- C. SWCC Expo reserves the right to determine dates and times when Exhibitor may assemble, occupy, and dismantle booths and exhibits. SWCC Expo and Exhibitor agree that these times are determined by SWCC Expo to be in the best interest of the Event and must be strictly adhered to by Exhibitor.
- D. SWCC Expo Exhibitor and authorized employees of Exhibitor's are permitted in Exhibitor areas. No one under eighteen (18) years of age is permitted in display areas.
- E. Exhibitor's allowance of unauthorized personnel in Exhibitor areas will constitute a breach of the Agreement, entitling SWCC Expo to take appropriate remedies pursuant to the Agreement, including but not limited to, immediately taking possession of the booth.
- F. No refund will be given to Exhibitor if SWCC Expo takes possession of the booth pursuant to subsection above.

19. EVENT HOURS AND EXHIBITOR RESPONSIBILITIES

SWCC Expo will distribute separate information regarding Event hours. However, Exhibitor agrees to abide by the following:

- A. Exhibitors will be granted access to their respective booths no earlier than forty-five (45) minutes prior to the published time Event is scheduled to open.
- B. Exhibitor booths must remain open in accordance with the hours described in the program distributed in advance of Event, or as amended by SWCC Expo.

20. ADVERTISING AND PROMOTIONAL MATERIALS

- A. Exhibitor grants to SWCC Expo a fully paid perpetual merchandising license to use, display and reproduce Exhibitor's name, trade name, or product name in every advertising medium utilized for the Event.
- B. SWCC Expo shall not be liable for any errors in any listing, advertising or promotional materials, or for omitting any Exhibitor from the directory or

other lists, advertising, or other promotional materials.

- C. Exhibitor grants SWCC Expo the right to take photographs of Exhibitor's booth space, exhibits, or merchandise, before, during, or after the Event's scheduled times, and further grants SWCC Expo the right to use such photographs for promotional purposes. Exhibitor agrees not to interfere with SWCC Expo attempts to take such photographs for promotional purposes.

21. DAMAGE TO FACILITY

Exhibitor shall promptly pay for any and all damages to Facility, associated facility, booth equipment, or property of SWCC Expo or other Exhibitors which damage is caused by Exhibitor.

22. COMPLIANCE

1. WITH LAWS

- A. Prior to the first scheduled date of the Event, Exhibitor shall be solely responsible for obtaining licenses, permits or credentials required by Federal, State, or local law applicable to Exhibitor's activities at Event.
- B. Exhibitor shall be solely responsible for obtaining any necessary tax identification number and paying for all taxes, use fees, or other government fees, levies, or penalties which become due in connection with Exhibitor's activities at Event.
- C. Exhibitor shall comply with all the rules and regulations of the Facility.

2. WITH EXHIBIT REGULATIONS

- A. Exhibitor understands and agrees that the question of Exhibitor eligibility and compliance with this Contract may arise or be identified before or during the Show (including move-in or move-out). The SWCC Expo Show reserves the right to take such action during Show move-in, move-out and the Show itself as in its sole discretion deems necessary to assure compliance with the provisions of this contract, maintain the professional atmosphere of the Show and to bring violations of this Contract to an immediate end including, if necessary, barring or expelling of the Exhibitor and/or any of Exhibitor's personnel from the Show. Should Exhibitor not promptly and peaceably comply with the SWCC Expo determinations in this regard, Exhibitor understands and agrees that the SWCC Expo may invoke the assistance of proper law enforcement authorities and may, at the expense of Exhibitor, seek and obtain judicial assistance to enforce this provision.
- B. Exhibitors are required to comply with all state and federal laws at the Show, neither SWCC Expo or venue can or will be held liable for non compliance.

23. USE OF COPYRIGHTED MATERIALS

Exhibitor shall not play, or permit the playing, performance, or distribution of, copyrighted materials at the Event, unless it has obtained all necessary rights, permissions, and/or licenses, and paid all required royalties, fees, or other payments. Permission for copywritten music is required from ASCAP, BMI, and/or SESAC when music is used at conventions or used for commercial or business presentations.

24. ATTENDANCE

SWCC Expo retains sole right to control attendance, in conjunctions with State and local laws.

25. CONDUCT OF EXHIBITOR

- A. Exhibitor at all times shall conduct itself in accordance with normal standards of decorum and good taste.
- B. SWCC Expo in sole judgment may refuse to consider any Exhibitor for participation in future events for failure to abide by the Agreement.
- C. SWCC Expo reserves the right to close a booth, terminate a contract, or withdraw acceptance of a contract due to Exhibitor's failure to abide by this provision.
- D. SWCC Expo Trade Shows reserves the right to regulate the sound, whether it be music, voice, special or artificial effects to the extent that the same interferes with other lessees within the facilities or is determined to be offensive or otherwise violates the terms or the rules and regulations of the lease agreement.

26. NON-ASSIGNMENT OF AGREEMENT

This Agreement may not be assigned, nor may any right thereto, to any individual or entity. Any attempt to do so is expressly null and void.

27. INCORPORATION OF ENTIRE AGREEMENT

- A. This Agreement constitutes the entire express understanding of SWCC Expo and Exhibitor's rights, obligations, and liabilities, and may not be altered by Exhibitor without the express written permission of SWCC Expo.
- B. Notwithstanding, Subsection (A), above, SWCC Expo may adopt additional rules or regulation, upon reasonable written notice to Exhibitor, if SWCC Expo determines they are necessary and in the best interest of the Event. Exhibitor agrees to observe and abide by such additional rules and regulations as if set forth in this Agreement.

28. GOVERNING LAWS

- A. This Agreement and any dispute arising here of, shall be governed and interpreted by the laws of the City, County, Municipal and/or State where the Event is held.
- B. If any action should be instituted to resolve a dispute arising out of any matter relating to this Agreement, the parties expressly agree that said dispute shall be resolved within the Courts of the state where the Event is held.
- C. Exhibitor agrees to waive any right to contest personal or subject matter jurisdiction in the event is instituted as described in Subsection (B), above.

29. OUTSIDE CONTRACTORS

- A. In the interest of providing the best qualified craftsmen in numbers sufficient to handle all of the services necessary to ensure the smooth operation, SWCC Expo reserves the right to retain outside contractors to provide certain services, which services are to be determined by SWCC Expo.
- B. Any outside contractors hired by an exhibitor must submit a Certificate of Insurance to the Phoenix Convention Center; submit to Rory Mendoza at Rory@SWCC Expo.com

30. USE OF AISLES AND COMMON AREAS

- A. Distribution of samples and printed materials, including advertising, is restricted to the exhibit booth space.
- B. All exhibits shall display products or services in a tasteful and unoffensive manner.
- C. The use of aisles, passageways and overhead spaces remains exclusively under the control of SWCC Expo. Any use of these areas by Exhibitor, including the displaying or hanging of signs, decorations, banners, advertising materials or special exhibits, is strictly prohibitive without the express written approval of SWCC Expo.
- D. Exhibitor must arrange equipment to allow Event visitors access through the aisles and not force visitors to stand in the aisles while examining equipment or watching demonstrations.
- E. A maximum booth height of eight feet is allowed. Any display or product above the 8' height must be approved by SWCC Expo preshow set up. Writ-ten requests must be sent to SWCC Expo management with sketches and or details for approval.

31. SUBLETTING/ADDITIONAL EXHIBITORS

- A. No subletting or sharing of exhibit space will be permitted without the prior written consent of SWCC Expo.
- B. If SWCC Expo allows booth space shares or additional exhibitors; a fee will be assessed in the amount of \$500.00 each additional participant.
- C. Additional exhibitors will not be entitled to complimentary items set forth in the Exhibitor's offering with respect to the particular event. Only the Exhibitor who signed the original Agreement will be entitled to these items.

32. DRAYAGE

All drayage costs will need to be paid prior to the end of show. No credits will be issued after the close of the event. See Material Handling Form and shipping instructions for details.

33. PROHIBITED SALES AND USES

THE FOLLOWING ARE EXPRESSLY PROHIBITED:

- A. Retail sales, including but not limited to, retail sales in violation of the Retail Sales Tax Regulations where Event is held.
- B. The use of cameras and video cameras on the exhibit floor is strictly prohibit-ed without the express written consent of SWCC Expo.
- C. Advertising or sales materials may not be distributed in other areas of the Show.
- D. All displays and conduct of Exhibitors, their representatives and buyers must be lawful, professional, and in good taste. The judgment of SWCC

Expo shall be final in this regard.

- E. Audio-visual and other sound equipment is permitted only in the exhibit space and in such intensity as it does not interfere with the activities of neighboring exhibitors.
- F. No Exhibitor is to enter another Exhibitor's space unless he/she has been specifically invited by that Exhibitor.
- G. Exhibitors are prohibited from conducting drawings, raffles, lotteries, etc., or distributing prizes and awards. H. Exhibitors are prohibited from selling or distributing Cannabis or THC in any form

34. FIRE PREVENTION

- A. All materials used for display or any other purpose, including those used in special constructed exhibits, such as fabric, must be flame proof and meet all fire regulations.
- B. The use of crepe paper and any decorative paper of any type is prohibited.
- C. All displays must be inspected to confirm that they comply with fire regulations and this section. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against the danger of fire.
- D. All booth equipment, tables, chairs, displays, and any other Exhibit supplies must not protrude into aisles. Violation of this Subsection may result in SWCC Expo or Fire Marshall closing down Exhibit.

35. EXHIBITOR DELAY IN ARRIVAL AT EVENT

If Exhibitor, through circumstances beyond its control, is delayed beyond the scheduled arrival time, Exhibitor must notify SWCC Expo Director at the Event site. Non-notification will result in resale of Exhibit space the second scheduled day of the Event and all monies advanced by Exhibitor will be immediately forfeited.

36. SEVERABILITY

If any court or arbitrator having competent jurisdiction finds any provision within this Agreement violates Federal, State, or local law, and therefore null and void, such a finding will not violate any other provision of this Agreement, or the Agreement itself.

37. ITEMS ARE NOT ALLOWED:

- A. THE FOLLOWING ITEMS ARE NOT ALLOWED AT Southwest Cannabis Conference and Expo. ITEMS BEARING THE FOLLOWING DESCRIPTIONS HAVE BEEN FOUND TO BE OBJECTIONABLE AND/OR INAPPROPRIATE (PURSUANT TO ARTICLE 11 OF THIS CONTRACT) AND MAY NOT BE DISPLAYED OR PROMOTED AT Southwest Cannabis Conference and Expo. THERE ARE NO EXCEPTIONS:
 - "SPICE", K2
 - "CHEMICALLY ENHANCED HERBAL PRODUCTS/POTPOURRI"
 - ANY AND ALL OTHER SYNTHETIC HERBAL SMOKING PRODUCTS
 - ANY AND ALL SYNTHETIC OR TREATED BLENDS OR SIMILAR PRODUCTS
 - BATH SALTS
 - CHEMICALLY-TREATED AND/OR "ENHANCED"/"HERBAL" INCENSE, ETC.
 - ANY AND ALL ITEMS LABELED "NOT FOR HUMAN CONSUMPTION" FOR THE ABOVE MENTIONED PRODUCTS
 - ANY AND ALL PACKAGING ASSOCIATED WITH THE SALE OF THE ABOVE PRODUCTS
 - (PACKING SUPPLIERS EXEMPT) (CATALOGS ARE ALLOWED)
- B. SWCC EXPO RESERVES THE RIGHT TO EXERCISE ANY AND ALL APPROPRIATE RESPONSES (INCLUDING, BUT NOT LIMITED TO, REMOVAL FROM THE SHOW FLOOR AND/OR FORFEITURE OF OFFENDING EXHIBITOR'S PAYMENT) AS DETAILED IN ARTICLE 11 OF THIS CONTRACT IN RESPONSE TO ANY ACTION DEEMED INAPPROPRIATE OR OBJECTIONABLE BY SWCC EXPO. IF A BOOTH IS FOUND NOT ADHERING TO THE ABOVE RULES, YOUR BOOTH WILL BE CLOSED DOWN IMMEDIATELY AND ABSOLUTELY NO REFUNDS GIVEN. SWCC EXPO EMPLOYEES CANNOT MAKE ANY EXCEPTIONS TO THIS RULE. ANY EXCEPTIONS OR CHANGES MUST BE IN WRITING AND SIGNED BY RORY MENDOZA OR CHRIS OLSON, EXECUTIVE DIRECTORS, SWCC EXPO TRADE SHOWS.
- C. In the event of any and all legal disputes, the losing party will be responsible for the winning parties legal and court fees/costs.
- D. If you are playing music at your booth, it has to be at a level as to not disturb the neighboring booths.

THIS AGREEMENT WILL NOT BE EFFECTIVE UNTIL A COMPLETE PAYMENT

FORM AND/OR ANY FORM OF PAYMENT IS RECEIVED. BY COMPLETING A PAYMENT FORM AND/OR SENDING ANY FORM OF PAYMENT, EXHIBITOR'S AGENT (S) AGREES THAT HE/SHE IS FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND BIND EXHIBITOR TO ITS TERMS. FURTHERMORE, EXHIBITOR'S AGENT(S) ACKNOWLEDGES THAT HE/SHE HAS FULLY REVIEWED AND UNDERSTOOD THIS AGREEMENT AND CONSULTED WITH LEGAL COUNSEL, OR WAIVED THE RIGHT TO CONSULT WITH LEGAL COUNSEL. THESE TERMS ARE NON-NEGOTIABLE AND ANY FAILURE TO COMPLY WITH THE TERMS LISTED ABOVE WILL BE A VIOLATION OF THIS AGREEMENT AND GROUNDS FOR IMMEDIATE REMOVAL FROM THE EVENT AND FORFEITURE OF ANY PAYMENT RECEIVED.

I have read and agree to the 2015 SWCC Expo Sponsorship Package Rules and Regulations (Please sign and send with contract)

Print Name

Signature

Date