

## EVENT TITLE SPONSORSHIP AGREEMENT

FROM: Hawaii Cannabis Organization      TO: \_\_\_\_\_  
Phone: 808-896-7656  
Email: support@hawaiicannabis.org      \_\_\_\_\_

This documents an agreement between Hawaii Cannabis Org (“Management”) and \_\_\_\_\_ (“Sponsor”) regarding Hawaii Cannabis Awareness Expo December 3rd, 2016 (the “Event”).

The Event hosts’ goal beyond this Event is to raise awareness for patients, caregivers and the entire Cannabis industry supply-chain in Hawaii to a wider global audience.

**Sponsor shall:** Pay Management in full when 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. 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 or email 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

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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 email or signed written agreement or amendment to this Agreement.

Management shall indefinitely retain all rights to ownership, possession, use, and others related to all

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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 Hawaii. 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 WILL PROVIDE:**

Everything you need to promote your brand at our event within the specific items named below. Marketing and promotions will start on October 1st and will run through the end of the year. Save the Date and other early event announcements have begun.

### **Onsite Posters**

Three event banners with your name and logo will be installed, one in each classroom, next to each projection screen and one in the trade show ballroom. The entryway will feature our event posters including and your brand's poster in front of all arriving attendees.

#### ★ Poster sizes:

- One in classroom (2.5' x 4')
- One in ballroom (2.5' x 6')
- One in event entryway (2.5' x 4')

### **Vending Table**

You have the option of using a vending table and two chairs we setup for you. Your table will be situated in a prominent location in the tradeshow and exhibit area outside. Table banners are not included but you can substitute your outside banner for a table banner if you do not have your own. You can ship your banner to us and we'll attach it to the table for you.

If you're not interested in a vending table but would like to give your space to a non-profit, please let us know.

### **Onsite Event Promotions**

Title sponsors are included in all event marketing press releases, social media posts and web pages.

- ★ Inclusion in all event invitations
- ★ Slide recognition (Your logo included on the last slide in each presentation)

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- ★ Video (Your logo included in the beginning of all event videos)
- ★ ½ page advertising space in event program guide distributed to all attendees (print size 8.5x11)  
Our designers can create the ad for you.
- ★ Onsite placards (5 - 2'x3') featuring your brand along with key event information for attendees.

## **Tickets**

- ★ 5 - Educational Topics and Business Networking Sessions Tickets (Value \$175)
- ★ 2 - Cannabis Luncheon with Honored Guests (Value \$100)
- ★ 5 - Tradeshow & Exhibit Tickets (Value \$50)

## **Educational Seminars and Workshops**

- ★ Your name will be mentioned at the beginning of each class
- ★ Your banner will appear to the right or left of the projection screen

## **Trade Show**

- ★ 2.5x6 ft poster on the ballroom wall
- ★ 20 brand name mentions in the Trade Show ballroom and at opening of each class
- ★ Brand inclusion in event swag bags. Your brand merchandise or literature in event bags

## **SPONSOR WILL PROVIDE:**

- ★ \$ 2,500 check, cash or money order.
- ★ The sponsor will grant the organizer a license in the sponsor's marks as is necessary to provide the sponsorship benefits. Specifically your logo in .png or .jpg format along with your name, tagline and a 50-125 word description of your products or services for press release, flyers, event signage and social media posts.

Sponsor information will be published on [HawaiiCannabis.org/events](http://HawaiiCannabis.org/events) and other organization websites starting on the date payment is received and will run for six months. Advertorial posts created for sponsor will remain on [HawaiiCannabis.org](http://HawaiiCannabis.org) as long as the site is published by Hawaii Cannabis Organization. Event title sponsors will be featured at the top of any lists of sponsors.

## **GENERAL CONDITIONS:**

Cancellations received within thirty (45) calendar days prior to the commencement of the Event will receive a 90% refund. Cancellations received within thirty (30) calendar days prior to the commencement of the Event will not receive a refund.

Hawaii Cannabis Organization retains the full and sole discretion in selecting the conference theme, the speakers, the topics, the structure, the participants and communication initiatives in relation the conferences as well as any other aspect that may influence the attendees' experience and the overall quality and level of the conference. Presentation requirements are outlined separately and are approved on a case by case basis.

Sponsor shall indemnify, defend and hold harmless the Event and its officers, directors, agents and other entities from and against claims, damages, losses and expenses, including but not limited to

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attorney's' fees, arising out of or resulting from the negligence or misconduct of Sponsor in connection with performance of the work described in this Agreement.

All Hawaii Cannabis Organization agreements are based on an element of trust and reasonable behavior.

The undersigned have read and agree to the terms and conditions stated above, certifies that he or she is an authorized representative of the "Sponsor" and has the authority to bind "Sponsor" to this Agreement, and acknowledges receipt of a copy of this Agreement.

## MANAGEMENT

Signed:



Name: Brent Norris co Hawaii Cannabis Org  
Event: Hawaii Cannabis Awareness Expo  
Date: October 1st, 2016

## SPONSOR

Signed \_\_\_\_\_

Name (print) \_\_\_\_\_

Event Name: \_\_\_\_\_

Date: \_\_\_\_\_