



## Arizona 420 Vendor Agreement

### Product Manufactures, Merchants, Retail Shops, Doctors, Education, Etc.

Limited space (Location of space is on a first-come, first-reserve basis)

Access to vendor store fronts is limited to ticket holding attendees for the Arizona 420 Festival

420 Expo will have Free Public Access available Saturday and Sunday from entrance at the south side of the building; no festival ticket is required to enter expo these days. Free Public Expo days will be included in event marketing.

All Vendors must provide their own tables, chairs, security, store set-ups, and equipment

All Vendor's Store Fronts will be entered for a people's choice award; "Best Store Front"

- ❖ **Arizona 420 Festival & Grower's Cup Hotel Location:** The Crown Plaza Hotel / 4 rating / 248 Rooms
- ❖ **Grounds Capacity:** 17,000sq.ft. / Approximately 5000
- ❖ **Over flow- Location:** The Sheraton Crescent Hotel w/shuttle service (Will go on sale after event location sells out)
- ❖ **Stages (5):** #1 Pool Side (outdoor), #2 Lawn Stage (main stage), #3 Pool Side (indoor), #4 Club 420 #5 Patient Retreat area
- ❖ **Clubs (2):** #1 Club 420 (Live w/DJ), #2 Club Crown (DJ)
- ❖ **Pools & Spa (2):** 1 outdoor, 1 indoor *Heated*
- ❖ **Event Attendance:** Open to All; both patients and non-patients 18 years and over
- ❖ **Hours of Event:** 11AM Friday to 10:30PM Sunday (on going)

Business Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**AZ State sales tax:**

License #: \_\_\_\_\_ **(X!! a copy must be at expo table)**

Describe all items you wish to sell / display:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Attached Description Y N)

**Arizona 420 Non- MMJ Vendor Store Packages**

**(A) Bronze 3 Day Vendor Store Package**

- Includes one single entrance vendor store
- Pre-event website link and information on event websites
- Mapped and marketed location of store (ticket outlet programs available)
- List location inclusion on event site map
- Inclusion to Patient's Choice Awards "Best Store Front"
- Three (3) 3-day All Access Passes for Staffing

**Full Price \$590.00 or Full Price with S-1 Room Package \$890.00 /  
Less % if Purchased Before:**

April 1<sup>st</sup> 2014 / Less 10%

**\*VENDOR'S INITIALS \_\_\_\_\_**

**(B) Silver 3 Day Vendor Store Package**

- Includes one two entrance vendor store with sliding glass door & patio area to indoor poolside
- Pre-event website link and information on event websites
- Mapped and marketed location of store (ticket outlet programs available)
- List location inclusion on event site map
- One free banner space along fence line outside pool or patient area (vendor must provide banner, no more than 6' X 3.6')
- One information/branding table space in hotel atrium or outdoor patient area (Vendor must provide table no more than 6' foot wide)
- Inclusion to Patient's Choice Awards "Best Store Front"
- Three (4) 3-day All Access Passes for Staffing

**Full Price \$840.00 or Full Price with S-1 room package \$1,140.00**

**/ Less % if purchased before:**

April 1<sup>st</sup> 2014 / Less 10%

**\*VENDOR'S INITIALS \_\_\_\_\_**

3.) **Gold 3 Day Store Front Package – (Only 5 Available)**

- Includes one vendor store door entrance to indoor area with sliding glass door & patio to outdoor poolside area
- Pre-event website link and information on event websites
- Mapped and marketed location of store (ticket outlet programs available)
- List location inclusion on event site map
- One free banner space along fence line outside pool or patient area (vendor must provide banner, no more than 6' X 3.6')
- One information/branding table space in hotel atrium or outdoor patient area (Vendor must provide table no more than 6' foot wide)
- Inclusion to Patient's Choice Awards "Best Store Front"
- Three (4) 3-day All Access Passes for Staffing

**Full Price \$1,200.00 or Full Price with S-1 room package**

**\$1,500.00 / Less % if purchased before:**

April 1<sup>st</sup> 2014 / Less 10%

**\*VENDOR'S INITIALS \_\_\_\_\_**

## Expo Extras

**(No Discounts may be applied to expo extras)**

- (C) Add On Expo Booth Space \$250 inside 420 Expo area**
- Booth Size 8ft X 6ft- 8' High Back wall; 3' High Side Rail; Black Drape
  - Exhibitor Service Kits provided to each vendor (Vendors must provide their own table (max 6'), chairs, security, store set-ups, and equipment)
  - Inclusion into Arizona 420 Expo map
  - Entry in the People's Choice Awards "Best Booth"
  - Marketed Open Free to public 4.19 & 4.20
  - All 3 Days

- (D) Add On Preliminary Event Table: \$75.00** per preliminary event to total;  
available dates: (Check all to be applied)

**NOTE: Vendor must provide their own table, security, store set up & equipment at preliminary events**

- Prelim #5 "Smoke Phatties Day" March 14<sup>th</sup> Venue- Last Exit Live

- (E) Power Outlet(s)** Add #\_\_\_\_ X \$25 (Vendor charged by venue at time of setup)

- (G) Sunday Sidewalk Job Expo Table Space: Free** (\$0) while space is available (Paid Vendors holds first right of refusal; all job expo vendors must provide their own table and chairs for assigned space) **\*Power Not Available to Job Expo Tables**

**\*VENDOR'S INITIALS \_\_\_\_\_**

THIS AGREEMENT ("Agreement") is entered into as of the last date of execution by and between Econcert Live ("Promoter") and VENDOR ("Vendor") whose full name, DBA, and address are set forth on the first page of this Agreement This Agreement constitutes the ENTIRE CONTRACT/AGREEMENT between Promoter and Vendor. This Agreement shall be construed according to the laws of the State of Arizona, and supersedes any prior written and/or oral agreements between the Promoter and Vendor. Promoter makes no representations or covenants other than those expressly contained herein. Any further authorizations must be expressly obtained from the Promoter in writing. Vendor shall in no way be considered an agent or employee of Promoter. Vendor's signature on the Front side of this Agreement constitutes acceptance of both sides of the Agreement.

**PERMITTED USE:** The operation of an independent retail booth selling/displaying ONLY the products or providing ONLY the services as described on the Front side of this Agreement.

**\*VENDOR'S INITIALS \_\_\_\_\_**

## **RULES AND REGULATIONS**

### **NON-PERMITTED ITEMS AND RESTRICTIONS:**

**There shall absolutely be NO ALCOHOLIC BEVERAGES** of any kind displayed, sold, given, or consumed by Vendor or Vendor's employees within the Expo or Expo Space during the event unless specifically contracted within this Agreement. If Vendor violates this provision and refuses to follow this Agreement Vendor's space will be REMOVED AT END OF THE EVENT DAY and Promoter will charge Vendor \$100.00 per hour for Promoter's Security to tear down and remove the vendors.

**There shall absolutely be NO MMJ / CANNABIS** of any kind displayed, sold, given, or consumed by Vendor or Vendor's employees within the Expo or Vendor's Expo Space during the event.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**NO BEVERAGES OR FOOD** of any kind may be sold or displayed for sale by expo vendors with out prior written consent and agreement of promoter, venue, and hotel catering

**VENDOR SHALL NOT** Display, sale or wear any items bearing offensive words or graphics, nor display such in their behavior during Event hours.

**VENDOR SHALL NOT** sale or display any items which imply or promote violent or criminal acts or which incorporate materials derived from killing an endangered species. Promoter has the right to decline, prohibit or expel any Vendor or exhibit which in Promoter's sole judgment is out of keeping with the character of the Event, in such case this Agreement would be canceled and the offending Vendor would not be entitled to any refund. **NO EXCEPTIONS.**

**ALL STORE FRONT & EXPO TABLES** must be manned at all times during expo show hours.

**UNMANNED TABLES REFLECT NEGATIVELY** on the Vendor and Event. The Promoter holds no responsibility for lost or stolen merchandise or products.

**Friday 12PM to 11PM (Event Access Only)**

**Saturday 11AM to 12AM (Free Public Access 11AM to 9PM)**

**Sunday 10AM to 5PM (Free Public Access All Day)**

**\*VENDOR'S INITIALS \_\_\_\_\_**

**VENDOR EXCLUSIVITY:**

**VENDOR SHALL NOT HAVE AN EXCLUSIVE** on this product or service without a separate agreement for such with Promoter. Vendor shall operate only under the **BUSINESS NAME** described on the Front side of this Agreement and exhibition is restricted to EMPLOYEES or REPRESENTATIVES of this named company. Vendor's product, booth set-up and display are subject at all times to PROMOTER'S APPROVAL and to all of the terms of this Agreement.

ALL exhibits must be confined to within the allotted space/booth unless modified by the express written permission of Promoter. FAILURE TO COMPLY with any of Promoter's Rules and Regulations either contained herein or later provided to Vendor, either orally or in writing, shall be grounds for immediate TERMINATION of the Agreement with NO REFUND to Vendor. Vendor is responsible for safety and legality of its exhibit(s) and COMPLIES WITH ALL APPLICABLE LAWS & REGULATIONS & ASSUMES FULL RESPONSIBILITY IF ANY LAWS ARE BROKEN.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**SUBLETTING & ASSIGNMENT:**

**VENDOR SHALL NOT** assign, sublease, apportion, mortgage, pledge or in any way transfer in whole or in part this Agreement or any part of the Booth there under without the express written permission of Promoter. PROMOTER MAY assign this Agreement if Vendor does not show up by the end of the set-up time. Worker passes are likewise non-transferable and are subject to \$25.00 fee per worker per day over the 2 free passes provided.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**PERMITS & INSURANCE:**

The required local business license will be provided and paid for by Vendor. Vendor will submit to Promoter a copy of Vendor's sales tax I.D. number in advance. All Vendors MUST have a \$1,000,000.00 liability INSURANCE policy covering the duration of the Event from set-up to final cleanup. It is also recommended that Vendors carry Property Damage insurance for protection from fire, theft, food poisoning, loss, damage or accidental injury, inventory fixtures, etc. resulting from any cause whatsoever (Including Acts of God). Vendor is further expected

to comply with Arizona State statutes regarding employer's liability and worker's compensation insurance where applicable.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**LIABILITY:**

Vendor agrees to INDEMNIFY AND HOLD HARMLESS Promoter, any co-sponsors, co-promoters or any of Promoters representatives or employees for any personal injury or property damages, liabilities, losses, attorney's fees or costs resulting from any cause whatsoever, regardless of fault, including any claims resulting from unauthorized or criminal acts of any third party. Additionally, vendor agrees to pay any and all of Econcert Live, LLC fees and costs as well as Econcert Live LLC. Attorney fees and costs in the event of a dispute.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**RIGHTS OF PROMOTER:**

**PROMOTER RESERVES THE ABSOLUTE RIGHT TO MAKE ANY CHANGES** necessary in Promoter's sole judgment for the benefit of the Event, including changes in size, location or duration of the Event. Promoter reserves the right to settle any dispute between Vendors, to interpret the terms of this Agreement, and to recover reasonable ATTORNEY'S FEES AND PROMOTER FEES in connection with any dispute arising under this Agreement. The waiver by Promoter of any breach of this Agreement or of any full or partial condition for performance hereunder shall not operate or be construed to be a waiver of any subsequent breach or condition.

\*If any term, covenant or condition of this agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or un-enforced-able, all terms, covenants and conditions of this agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**\*VENDOR'S INITIALS \_\_\_\_\_**

**PAYMENTS:**

**Payment** may be issued as: Personal/business check (subject to immediate cashing), money order, cashiers check or cash. (No Debt or Credit Cards will be accepted for Payment)

**Payment Deadline:** upon signing of this agreement /after this date its first come, first serve. Note: Contracts must be paid in full. Check payable to: Econcert Live, LLC

**Returned Checks** are subject to a \$50.00 service charge with NO EXCEPTIONS.

**\*VENDOR'S INITIALS** \_\_\_\_\_

**\*VENDOR APPLICANT ACKNOWLEDGES** having read and understood the terms and conditions of this Agreement as set forth all pages (8) of this document, and AGREES that if accepted as a Vendor at this Event, to abide by all terms, conditions and rules as set forth in this Agreement, as well as any new or additional rules which may be modified or later required by Econcert Live, LLC, or any of their designated representatives. This Agreement is NON-CANCELABLE, and deposits are NON-REFUNDABLE upon signing. Applicant is of the AGE OF MAJORITY and has the authority to execute this Agreement. Therefore, in consideration of mutual benefits and covenants hereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree. Any and all monies deposited are non-refundable.

**VENDOR:** Print Name: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature X \_\_\_\_\_

**PROMOTER:** Print Name: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature X \_\_\_\_\_