



2014 Arizona 420 Festival
2014 MMJ Delivery Room Contract & Agreement

- ❖ **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)

Provider Name: _____ Date: _____

Contact Person: _____ Title: _____

Agent #1: _____ Agent #2: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website/Menu Link: _____

Describe all medication items you wish to display (separate completed form/menu may be attached):

Dispensary ID# _____

Delivery Room Packages:

Patient Care Providers (License Delivery)

All Agents must provide their own security, space set-ups, and equipment.

Mark and initial Agent Selection

1.) **Bronze 3 Day Delivery Room Package**

- Includes one single entrance delivery room
- Pre-order dispensary link and information on event websites
- Mapped and marketed location of dispensary for judges entry drawing (Ballots and ballot boxes will be provided by Grower's Cup)
- List location inclusion on event site map
- Inclusion to Patient's Choice Awards "Best Delivery Room" "Best Menu"
- One information/branding table space in hotel atrium or outdoor patient area (Agent must provide table no more then 6' foot wide)
- Three (3) 3-day All Access Passes for Staffing

Full Price \$700.00 or Full Price with Standard Room Package \$1,000.00 / Less % if Purchased Before:

April 1st 2014 / Less 10%

***AGENT'S INITIALS _____**

2.) **Silver 3 Day Delivery Room Package**

- Includes one two entrance delivery room with sliding glass door & patio area indoor poolside
- Pre-order dispensary link and menu information on event websites
- Mapped and marketed location of dispensary for judges entry drawing (Ballots and ballot boxes will be provided by Grower's Cup)

- List location inclusion on event site map
- One free Arizona Grower's Cup entry submission for flower or edibles
- One information/branding table space in hotel atrium or outdoor patient area (Agent must provide table no more than 6' foot wide)
- Inclusion to Patient's Choice Awards "Best Delivery Room" "Best Menu"
- Three (3) 3-day All Access Passes for Staffing

Full Price \$1,200.00 or Full Price with standard room package \$1,500.00 / Less % if purchased before:

April 1st 2014 / Less 10%

***AGENT'S INITIALS _____**

3.) **Gold 3 Day Delivery Room Package – (Only 9 Available)**

- Includes one delivery room door entrance to indoor area with sliding glass door & patio to outdoor poolside area
- Pre-order dispensary link and menu information on event websites
- Mapped and marketed location of dispensary for judges entry drawing (Ballots and ballot boxes will be provided by Grower's Cup)
- Logo & list location inclusion on event site map
- One free Arizona Grower's Cup entry submission for flower or edibles
- One information/branding table space in hotel atrium or outdoor patient area (Agent must provide table no more than 6' foot wide)
- Inclusion to Patient's Choice Awards "Best Delivery Room" "Best Menu"
- Three (3) 3-day All Access Passes for Staffing

Full Price \$1,500.00 or Full Price with standard room package \$1,800.00 / Less % if purchased before:

April 1st 2014 / Less 10%

***AGENT'S INITIALS _____**

Delivery Room Extras

Featured Page/Link & Welcome Packet Package - \$100

- Featured** page/menu inclusion on Arizona Grower's Cup website. Insert inclusion into all In-room welcome packets (Agent must provide a minimum of 250 inserts to be distributed) up to 180 rooms for The Crowne Plaza Hotel Welcome Packets. Any unused inserts may be returned to the agent or placed and given out to patients at the event information table.

Total Package \$ _____

*AGENT'S INITIALS _____

MMJ Delivery Room Contract & Agreement

RULES AND REGULATIONS

THIS AGREEMENT ("Agreement") is entered into as of the last date of execution by and between Econcert Live ("Promoter") and Provider Agent ("Agent") 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 Agent. 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 Agent. Promoter makes no representations or covenants other than those expressly contained herein. Any further authorizations must be expressly obtained from the Promoter in writing. Agent shall in no way be considered an agent or employee of Promoter. Agent's signature on the Front side of this Agreement constitutes acceptance of both sides of the Agreement.

* AGENT'S INITIALS _____

PERMITTED USE: Is for the operation of an independent delivery room for delivering/displaying ONLY the products or providing ONLY the services as described on the Front side of this Agreement.

AGENT EXCLUSIVITY:

AGENT SHALL NOT HAVE AN EXCLUSIVE on any product or service without a separate agreement for such with Promoter. Agent shall operate the delivery room only under

the PROVIDER'S NAME described on the Front side of this Agreement and exhibition is restricted to EMPLOYEES or REPRESENTATIVES of this named company. Agent'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/delivery room 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 Agent, either orally or in writing, shall be grounds for immediate TERMINATION of the Agreement with NO REFUND to Agent. Agent is responsible for safety and legality of its exhibit(s) and COMPLIES WITH ALL APPLICABLE LAWS & REGULATIONS & ASSUMES FULL RESPONSIBILITY IF ANY SUCH LAWS ARE BROKEN.

* AGENT'S INITIALS _____

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NON-PERMITTED ITEMS AND RESTRICTIONS:

NO ALCOHOLIC BEVERAGES of any kind displayed, sold or consumed by Agent or Agent's employees within the Delivery Room or on Event premises unless specifically contracted within this Agreement. If Agent violates this provision and refuses to follow this Agreement Agent's Delivery Room will be REMOVED AT END OF THE EVENT DAY and Promoter will charge Agent \$100.00 per hour for Promoter's Security to tear down and remove the Delivery Room set up.

NO NON- MEDICATED FOOD OR BEVERAGES of any kind may be displayed, ordered, sold or delivered with out expressed written approval from the Promoter, Venue, and Hotel Caterer. All medicated beverages and or edibles must be disclosed to the Promoter prior to the event for approval.

MMJ ORDERING & DELIVERY to legal patients only. All MMJ Must be ordered prior to or during the event from the Agent and delivered in accordance to Arizona State Law **NO DIRECT DONATIONS**. Pre-order links and information space will be offered to all participating agents on all event websites and patient information sheets.

***ALL DELIVERY ROOMS** must be manned at all times during show hours. **UNMANNED ROOMS REFLECT NEGATIVELY** on the event and with patients.

AGENT MAY NOT display any medication(s) at agents information table or outside the assigned delivery room door ways or in hotel window space in public site

AGENT MAY NOT Offer 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 Agent 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 Agent would not be entitled to any refund. **NO EXCEPTIONS.**

* **AGENT'S INITIALS** _____

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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. **Payable to: Econcert Live, LLC**

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

***AGENT'S INITIALS** _____

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PERMITS & INSURANCE:

The required local Provider license will be provided and paid for by Agent. Agent will submit to Promoter a copy of Agent's sales tax I.D. or MMJ I.D. Card in advance. All Agent s **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 Agents 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). Agent is further expected to comply with Arizona State statutes regarding employer's liability and worker's compensation insurance where applicable.

* **AGENT'S INITIALS** _____

LIABILITY:

AGENT 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, Agent 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.

* **AGENT'S INITIALS** _____

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SUBLETTING & ASSIGNMENT:

AGENT SHALL NOT assign, sublease, apportion, mortgage, pledge or in any way transfer in whole or in part this Agreement or any part of the Delivery Room there under without the express written permission of Promoter. PROMOTER MAY assign this Agreement if Agent 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.

* **AGENT'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 Agents, 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.

* **AGENT'S INITIALS** _____

*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 unenforceable, 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.

***AGENT 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 Agent 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 Promoter, or any of their designated representatives. This Agreement is NON-CANCELABLE, and deposit/payments 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.

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*** AGENT'S INITIALS** _____

DISPENSARY AGENT

Printed Name: _____ **DATE:** _____

DISPENSARY AGENT

Signature: X _____ **DATE:** _____

ECONCERT LIVE AGENT

Printed Name: _____ **DATE:** _____

ECONCERT LIVE AGENT

Signature: X _____ **DATE:** _____