



## 2020 HEMP FEST SPONSORSHIP AGREEMENT TERMS & CONDITIONS

### ***Benefit Definitions & Details***

- Logos: your organization logo must be provided in camera-ready art form for both web and print publications to: [clarence.boston@hotmail.com](mailto:clarence.boston@hotmail.com) or [info@420hempfestclt.com](mailto:info@420hempfestclt.com)
- Sponsorship: 420 Distillate & Isolate Company also known as Queen City 420 Hemp Fest will furnish Sponsor with the sponsorship rights and amenities for the 2020 Queen City 420 Hemp Fest according to the Sponsorship Level selected and paid for by Sponsor.
- Event Website: Our event website will feature all vendors and sponsors for this event. Sponsors with Gold and Silver packages will have the link to their website accessible from their logo.

***Term.*** The term of this Sponsorship Agreement begins on the date payment is received and accepted and terminates upon the conclusion of the 2020 Queen City 420 Hemp Fest on Saturday, April 18th, 2020.

***Payment.*** Payment of sponsorship package represents your signature and agreement to abide by all the terms & conditions of this document. All payments must be received before any benefits (i.e., banners, print media, on-site space, radio ads) can be conveyed, unless otherwise waived by Queen City 420 Hemp Fest.

***Trademarks and Copyrights.*** Use of Event Marks. Queen City 420 Hemp Fest grants Sponsor, during the Term and for 30 calendar days thereafter, a non-exclusive license to use “2020 Queen City 420 Hemp Fest” and its variations in the same form they are provided by Queen City 420 Hemp Fest (the “Event Marks”) in connection with the Sponsor’s 2020 Queen City 420 Hemp Fest activities in a manner consistent with guidelines for use of the Event Marks, this Sponsorship Agreement, and the Sponsor’s Sponsorship Level. Sponsor will comply with Queen City 420 Hemp Fest’s reasonable requests regarding the use of the Event Marks.

***Use of Sponsor Marks.*** Sponsor grants to Queen City 420 Hemp Fest a non-exclusive, royalty-free license to use the Sponsor marks in camera-ready format (the “Sponsor Marks”): (i) during the Term in connection with 420 Hemp Fest’s promotional and publicity activities, including print, video, and electronic materials, for 2019 420 Hemp Fest; and (ii) after the Term in reference to Sponsor’s sponsorship of the 2020 Queen City 420 Hemp Fest.

***Liability.*** Neither Queen City 420 Hemp Fest nor its representatives will be responsible for any injury, loss, harm or damage that may occur to the Sponsor from any cause whatsoever. Under no circumstances will Queen City 420 Hemp Fest be liable for lost profits or other special or consequential damage. The foregoing will apply regardless of how any claim is brought or how damages are characterized, including whether brought in contract, tort or otherwise.



**Event Contents.** Sponsor may photograph or otherwise record its presence at the 2020 Queen City 420 Hemp Fest, but will not otherwise record or reproduce any portion of the 2020 Queen City 420 Hemp Fest, including the marks or presence of other sponsors, the entertainment, or the attendees, in any format without Queen City 420 Hemp Fest's prior written consent. Sponsor's actions to photograph or otherwise record its presence will take place only in the public access areas of the 2020 Queen City 420 Hemp Fest and may not interfere with the normal operations of the event.

**Reschedule or Cancellation.** The 2020 Queen City 420 Hemp Fest is scheduled to take place on April 18th, 2020. Queen City 420 Hemp Fest reserves the right to reschedule or cancel the 2020 Queen City 420 Hemp Fest or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any issue related to the 2020 Queen City 420 Hemp Fest; or (iv) acts of God or any other cause beyond 420 Hemp Fest's reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe. If the Queen City 420 Hemp Fest is cancelled in whole, Queen City 420 Hemp Fest will issue refunds at pro-rata amounts of the total sponsorship fees received less the expenses incurred by 420 Hemp Fest. No further refunds or other amounts will be due from Queen City 420 Hemp Fest for any reason. In no case will the amount of refund to a Sponsor exceed the amount of the sponsorship fee actually paid.

**Termination.** Queen City 420 Hemp Fest reserves the right to accept or reject sponsors at its sole discretion. 420 Hemp Fest may terminate this Sponsorship Agreement at any time, in which case Sponsor's rights to use the Event Marks will terminate immediately, and Queen City 420 Hemp Fest will refund to Sponsor any sponsorship fees paid to Queen City 420 Hemp Fest less any out of pocket expenses incurred, and return any unused in-kind contribution received, under this Sponsorship Agreement.

**Miscellaneous.** This Sponsorship Agreement represents the entire agreement between Queen City 420 Hemp Fest and Sponsor, and there is no other agreement or warranty between the Sponsor and Queen City 420 Hemp Fest. This Sponsorship Agreement establishes a non-exclusive relationship between Sponsor and Queen City 420 Hemp Fest, and 420 Hemp Fest retains the right to enter into other Sponsorship Agreements at its discretion. All legal matters pertaining to the 2020 Queen City 420 Hemp Fest and this Sponsorship Agreement will be governed by and construed under the laws of the state of North Carolina without regard to any provision of North Carolina law that would require or permit the application of the substantive law of another jurisdiction. Sponsor irrevocably consents and submits to the personal jurisdiction of the courts in and for North Carolina for any actions arising out of or relating to this Sponsorship Agreement.

This Sponsorship Agreement may be executed in multiple counterparts, each of which will be considered an original and all or any one of which constitute one and the same agreement. Facsimile or email copies will be treated as originals for these purposes. This Sponsorship Agreement is personal to the parties and neither party may assign it without the prior written consent of the other party



**Sponsor Checklist.** After completion of registration we will email you to collect the following information:

- Clear Camera and downloadable quality business logo
- Confirmation of business website and contact information
- List of promotional items you wish to display or provide to patrons of this event (Gold & Silver Sponsors)