

EXHIBITOR AGREEMENT

TERMS AND CONDITIONS

Oregon Hemp Convention, Portland, OR

April 13-14, 2018

1. Oregon Hemp Convention herein referred to as Management and You and your company herein referred to as Sponsor/ Exhibitor.
2. Exhibitor is required to obtain all required license(s), permit(s), and to collect and report all sales tax generated at the show as required by local, state, and/or federal governmental agencies.
3. Exhibitor must abide by the published schedule of show hours, move-in and move-out times and may not terminate his/ her exhibit early.
4. Exhibitor must occupy his/her booth prior to the opening of the show, otherwise Management may relocate or cancel Exhibitor's booth without further notice and with no refund or exchange.
5. Management assumes no responsibility and liability for any merchandise or exhibit left in exhibit hall.
6. Beyond the move-out time, an overtime charge of \$100 per hour will apply. It is Exhibitor's sole responsibility to leave the rented space in its original condition, otherwise Management will charge a trash removal/damage/repair fee of at least \$300. Exhibitor must have liability insurance and be responsible for his/her own action and/or liability inside his/her booth resulting from the operation of his/her exhibit.
7. Exhibitor must abide by all City, County, and State laws regulating medical marijuana.
8. Management prohibits any and all illegal actions and activities.
9. Exhibitor agrees to hold Management harmless from any and all liability including but not limited to any bodily injury, illegal activity, property damage and all other liabilities arising from the operation of the exhibit or products sold during the show.
10. Management will not be responsible for any loss of property due to theft, fire, accident, or other causes.
11. Exhibit space will not be assigned until Management has received full payment.
12. It is understood that any projection/quotation on attendance is based on previous shows or like shows from other venues.
13. Management offers no guarantee on attendance or Exhibitor's performance.
14. No subletting of booth space is permitted without Management 's consent otherwise Exhibitor's right to exhibit will be forfeited without refund.
15. No taping, nailing, or painting is allowed on walls or pillars.
16. Management reserves the right to change exhibit , alter floor plan, and to re-assign exhibit space if deemed necessary for the commonwealth of the show.
17. If Exhibitor accepts a re-assigned space for any reason, the fulfillment of this contract is deemed completed with no other recourse possible.

18. Management has the right to rent space to firms, companies, individuals and organizations engaged in similar or competitive business to Exhibitor.

19. Management will not offer exclusive rights to any Exhibitor.

20. Management reserves the right to refuse business to anyone or organization.

21. No selling of any marijuana products, leaves, or plants.

22. No sample distribution of any marijuana products, leaves, or plants.

23. No smoking of any marijuana products at the show facility.

Due to the nature of trade show business, Exhibitor assumes full obligation of this contract including the full balance due once contract is signed.

24. Cancellation for refund request must be in writing and arrived at Management's office at least 60 days prior to the event date.

25. Otherwise no cancellation, refund, or exchange is allowed.

LIMITED LICENSING AGREEMENT CONDITIONS

1. The Sponsor/Exhibitor shall notify Management prior to doing so, and use the appropriate state registered trade name "Oregon Hemp Convention" when referencing the business in any print, radio, television, electronic media, and all other forms of advertising or promotional messages and materials.

2. The Sponsor/Exhibitor acknowledges and agrees that Management is the exclusive owner of all rights, title and interest in and to the intellectual property rights of Oregon Hemp Convention, and all goodwill associated therewith.

3. The Parties to this agreement shall not act in any manner that would or might conflict with or compromise the other parties' intellectual property rights, or similarly affect the value or the goodwill pertaining to either party' trademarks, trade names or other rights.

GENERAL PROVISIONS

1. Best Efforts: Both Parties agree use their best efforts in the execution and performance of this Agreement.

2. No Consequential Damages: Neither party will be liable to the other for any incidental, consequential, or indirect damages or for any loss of profit, revenue, data, business or use whether a claim is made in contract or tort, whether or not the possibility of such damages has been disclosed or reasonably foreseeable.

3. Limitation of Liability: The parties' liability in respect of any services or any other items furnished under this agreement shall not exceed the cash compensation paid by the Sponsor/Exhibitor to Management under this agreement.

4. Relationship of the Parties. Nothing contained herein shall imply any partnership, joint venture or agency relationship between the Parties and neither Party shall have the power to obligate or bind the other in any manner whatsoever, except to the extent herein provided.

5. Notices: All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested.

6. Entire Agreement: This Agreement (i) and Invoice (if any) constitutes the binding agreement between the Parties; (ii) represents the entire agreement between the Parties and supersedes all prior agreements relating to the subject matter contained herein and (iii) may not be modified or amended except in writing signed by the Parties.

7. Applicable Law\Venue: This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon, USA. Further, each Party hereby irrevocably consents to the jurisdiction of such courts with venue laid in Multnomah County, State of Oregon.

8. Convention move in time is April 13th 2:00 pm - 9:00 pm and April 14th 7:00 - 9:00 am. Move out time is April 14th 7:00 pm - 12:00 pm midnight.

<http://www.expocenter.org/exhibitors>