



Please email or mail this cover sheet and Vendor Agreement to:

contact@humboldtcountycup.com

OR

Righteous Innovations
P.O. Box 4561
Arcata, CA 95518

All vendors must have this form submitted prior to October 18, 2017 if space is available.

Please contact the Event Coordinators at:

contact@humboldtcountycup.com



3rd Annual Humboldt County Cup

Vendor Application and Agreement

Event date: Nov. 18, 2017

INSTRUCTIONS

Please read the following instructions prior to completing the attached application

We are proud to host the 3rd Annual Humboldt County Cup on November 18, 2017. The event is to be held at the Redwood Acres Fairgrounds (“Event”). A completed vendor application and agreement (“Agreement”) must be submitted by any company/vendor that would like to participate in this event.

Prior to completing this Agreement, please review the entire attached document for a complete understanding of the rules and regulations associated with the Event. Each vendor will be required to sign this Agreement and submit the required fees by the published deadline in order to participate in the Event.

TERMS AND PAYMENT INFORMATION

SUBMISSION DEADLINE & INFORMATION

In order for a Vendor to be considered for participation in the Event, all fully completed Agreement form must be received no later than the close of business on Oct. 18, 2017.

Vendors may complete the Vendor forms electronically and submit, with all attachments, via email.

Please submit the completed application and attachments to contact@humboldtcountycup.com.

OR

Vendors may print out and mail the fully completed Vendor forms and Fee to the following address:

Righteous Innovations
P.O. Box 4561
Arcata, CA 95518

Once Vendor has been approved to participate in the Event, the following items must be received to confirm:



FEES & PAYMENTS (Required within 5 business days of Vendor approval notification!)

Vendor booth space is not confirmed until payment is made. Failure to submit the fee will cause a delay and/or possible dismissal of the Vendor Agreement due to limited space.

Vendor payments must be in the form of a cashier's check or money order made payable to:

Righteous Innovations

Payments must be received within 5 business days of Vendor approval notification and no later than the close of business on Oct. 18, 2017. Special considerations can be made for late payments if space is still available. Please see the Payment Schedule for information on Vendor Booth Fee(s), Payment Due Date(s) and details.

Food Vendor (\$250)

- Food vendor booth space and 4 tickets to the event.
- Note: Food vendors must apply to the ***Humboldt County Department of Health for a permit at no later than 2 weeks prior to event!***

Non-Medication Vendor Booth (\$600)

- 10 x 10 vendor booth and 4 tickets to the event.*

Medication Area Booth (\$1000)

- First priority to vendor's directly related to medical cannabis due to limited space.
- 10 x 10 vendor booth and 4 tickets to the event.*

* Approved educators, doctors, healers and non-profits will receive a 50% discount or more. Pricing is negotiable depending on space.

* Additional 10 x 10 space may be purchased adjacent to first location if requested. Includes 4 more tickets.

VENDOR ATTACHMENTS (Required by Oct. 18, 2017)

1. Insurance Certificate showing General Liability in the amount of \$1,000,000 per occurrence. Please include the Humboldt County Cup, Redwood Acres Fairgrounds, their affiliates and employees as additionally insured. (This text must be included with GL event insurance policy) Please contact us if you need assistance, some vendors find event insurance at www.EventHelper.com (not an endorsement).
2. A copy of valid Seller's Permit. (if applicable)
3. [Humboldt County Department of Health Food Permit](#) (if applicable)



VENDOR CONTACT INFORMATION

Vendor Business Name: _____

Primary Contact Person: _____

Products and Services Offered: _____

Phone Number: _____ Fax Number: _____

Email: _____ Website: _____

Address: _____

State: _____ Zip: _____

Secondary Contact Person: _____

Phone Number: _____ Fax Number: _____

Email: _____

TERMS AND CONDITIONS

This vendor application and agreement (the "Agreement") is entered into effective as of the date set forth on the signature page hereto (the "Effective Date") by and between the Humboldt County Cup event ("HCC") and Vendor as described herein. In consideration of the mutual covenants contained herein and for other good and valuable consideration the parties hereby agree as follows:

1. **REPORTING CHARITABLE CONTRIBUTIONS/TAXES:** The parties agree that all contributions they receive from or as a result of the Event will be reported as contributions to the respective parties as required by law. Each party agrees to notify the other of any change in its tax status. Each party shall be responsible for any applicable taxes associated with the transactions contemplated under this agreement.
2. **CONFIDENTIALITY:** Each of the parties (each a "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other party (the "Disclosing Party") and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. The Receiving Party may only use and copy such information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, volunteers and representatives on a "need to know basis," provided that it shall first instruct such employees, personnel, volunteers and representatives to maintain the confidentiality thereof. A Disclosing Party's confidential information shall not include information that: (a) is or becomes part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third



party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

3. **LIMITATION OF LIABILITY/INDEMNIFICATION:** Except for the willful misuse of a party's name or logos and to the extent personal injury or property damage is the result of the gross negligence or willful misconduct of a party or its agents, neither party shall have liability arising in any manner under or in connection with this Agreement. IT IS UNDERSTOOD AND AGREED THAT, OTHER THAN ITS INDEMNIFICATION, OBLIGATIONS HEREUNDER, HCC'S LIABILITY FOR BREACH OF CONTRACT SHALL NOT EXCEED THE AMOUNT OF MONEY ACTUALLY RECEIVED BY HCC DURING THE TERMS OF THIS AGREEMENT. NOTWITHSTANDING ANY LIMITS OF LIABILITY, EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL HCC BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF HCC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING SOLELY FROM BREACH OF THE AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"). Each Party agrees to defend, indemnify and hold the other and its officers, directors, agents, affiliates, attorneys and employees harmless against any loss, damage, expense or cost, including outside reasonable attorney's fees (including allocated costs for in-house legal services) ("Liabilities") arising out of any claim, demand, proceeding or lawsuit by a third party relating to a material breach or alleged breach of a representation, covenant or warranty set forth in this Agreement, except where Liabilities result from the gross negligence or knowing and willful misconduct of the Party to be indemnified.
4. **CLAIMS:** If a Party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each and "Action"), the Indemnified Party will give the other Party (the "Indemnifying Party") prompt written notice of such action. Such notice will (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall control and will be obligated to defend the Action at its own expense. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.
5. **PUBLIC RELATIONS:** Each party to this Agreement may issue various non-disparaging public relations statements to the media and other interested parties from time to time concerning the Event that is the subject of this Agreement, provided, however, that any such statement(s) by Vendor specifically referring to the Event and or HCC shall be subject to prior written approval by HCC.
6. **BINDING ON SUCCESSORS AND ASSIGNS:** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and successors. This Agreement may not be assigned or otherwise transferred by Vendor without the prior written consent of HCC. HCC may assign this Agreement to another party without Vendor's consent
7. **NOTICE:** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iii) three (3) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and other charges prepaid, or any other means of rapid mail delivery for which a receipt is available.



8. **INDEPENDENT CONTRACTORS:** The parties to this Agreement are independent contractors. Neither party is an agent, representative or employee of the other party. Neither party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.
9. **DISPUTE RESOLUTION:** (a) Any dispute arising out of or relating to this Agreement, including but not limited to the interpretation hereof that cannot be resolved by the parties within 30 days after the commencement of discussions to reach settlement will be finally settled by binding arbitration. (b) **Arbitrator's decision.** The arbitrators will issue a written opinion stating their findings of fact and conclusions of law upon which the decision is based. The arbitrator's decision will be final and binding. Judgment on the award may be entered in any court having jurisdiction. Each party will pay its own legal fees and expenses of arbitration. Judgment on such award may be entered in any competent court of jurisdiction, or application may be made to that court for a judicial acceptance of the award and an order of enforcement, as the Party seeking to enforce that award may elect. Any arbitration award for money damages shall be in United States Dollars. The arbitration award shall not include any indirect, incidental, special, consequential or punitive damages and the arbitrators shall be so instructed.
10. **GENERAL:** (a) Entire agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties. (b) Governing Law. This agreement shall be governed by the laws of the State of California. (c) Termination. HCC may terminate this Agreement by giving 15 days written notice to the Vendor. Once Vendor has been accepted as a vendor for the Event, Vendor shall have no right to terminate this Agreement and/or receive a refund of any monies transferred to HCC in connection with this Agreement and/or the Event.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below.

VENDOR: _____

HCC Representative:

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: P. O Box 4561 Arcata, CA 95518

Phone: _____

Phone: _____