SPONSORSHIP AND PROMOTION AGREEMENT

This AGREEMENT is between the National Organization for the Reform of Marijuana Laws (NORML), a non-profit organization based in Washington, D.C. and COMPANY, a STATE corporation ("Sponsor").

Recitals

Sponsor has the desire to cross-promote and advertise a variety of marketing and advertising products and services at the 2012 NORML Conference in Los Angeles California.

1. Identification/Selection of Sponsorship Level

1.1. Sponsor must circle, mark, initial, or highlight in bold the sponsorship package of your choice.

1.2. Sponsor may only pick one Sponsorship Level at one time.

2. Compensation

2.1. Full payment, by credit card or certified check, is due no later than three (3) business days after assent to the NORML Conference Sponsorship Agreement.

2.2. In the event that a Sponsor fails to make payment to NORML, NORML has the right to terminate the Agreement and bring legal action.

3. Indemnification for Liability

3.1. Sponsor is solely responsible for any legal liability arising out of or relating to the Sponsorship.

3.2. Sponsor agrees to indemnify NORML and to hold NORML harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by NORML, arising out of or related to Sponsor’s breach of any of the foregoing representations and warranties.

4. Right to Refuse Sponsors

4.1. NORML reserves the right to refuse any/all Sponsor advertisement or continued Sponsorship activity that does not completely conform to every detail, instruction, method, and guideline set forth in this agreement.
4.2. Sponsors are subject to and must abide by all applicable state and federal laws.

4.3. Sponsors (“Sponsorship Activities”) are governed by the venue and are subject to change without notice.

4.4. In addition, NORML may in its complete discretion refuse the use of any Sponsor or Sponsorship Activities that it deems inappropriate.

5. General Provisions

5.1. Entire Agreement.

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both parties hereto.

5.2. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Exclusive jurisdiction and venue shall be in the District of Columbia.

5.3. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

5.4. Waiver.

The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party’s right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

5.5. Good Faith.

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

5.6. Indemnification.

Both parties warrant that everything they give one another to use in fulfillment of Specifications is legally owned or licensed. Both parties agree to indemnify and hold harmless one another from any and all claims brought by any third party relating to any
aspect of the content and services, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney’s fees, arising out of injury caused by either party’s products/services, material supplied, copyright infringement, and/or defective products sold via the advertising or Services of either party.

5.7. Use of Services and Creative Content for Promotional Purposes.

Both parties may advertise, use, or otherwise promote the creative content, description of services performed, results of services, and campaign data as they see fit for promotional purposes, so long as prior consent is obtained from NORML.

5.8. Attorney’s Fees.

In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney’s fees and costs, including expert witness fees.

5.9 Term of Agreement.

This agreement shall begin from the time of assent of both parties by signature, and shall continue in full force until terminated by either party upon October 6, 2012.
2012 NORML CONFERENCE SPONSORSHIP AGREEMENT

National Organization for the Reform of Marijuana Laws

Company:

Contact Name:

Address:

Phone:

Email:

Vending Sponsorship Package Level Registration (See Exhibit A):

____ $10,000 Sponsorship Level

____ $5,000 Sponsorship Level

____ $2,500 Sponsorship Level

____ $1,000 Sponsorship Level

____ $500 Sponsorship Level (Table Only)

Sponsorship Total Due: ____________.

Sponsorship Notes:

Dates: __October 3-6_________

Method of Payment/ Billing Information Direct Debit/Credit Check or money order (payable to NORML):

Cardholder Name:

Card (Please bold or circle where appropriate): Visa – Mastercard – American Express - Other Card: ____________

Number: __________________________

Expiration Date: ____/_______

Billing Address:

Street____________________________
City___________ State _____ Zip___________

I/we hereby confirm that I/we agree to pay for the above mentioned $ ______, for the purpose of the above services. I/we shall abide by all the terms and conditions as set by NORML. This Agreement is at the sole and absolute discretion of NORML and shall be implemented ONLY upon the terms and conditions in receipt of full payment.

NORML

Full Name _______Nick George Liapis, J.D.__________________________

Signature _______NGL (e-sign)________________________ Date __6/25/12______

Full Name _______________________________

Signature _______________________________ Date __________________
Exhibit A: Vending Sponsorship Package Level Registration

$10,000 Sponsorship
- Webpage links, display banner ads and listserv promo
- Conference mobile application and conference publication back cover advertisement
- NORML-provided pop-up conference banner (sponsor must provide graphic ready art)
- NORML swag bag advertisement or name tag lanyard advertising
- Inclusion in NORML Conference swag bag
- Two vending tables
- Four all access passes to conference and socials
- Two packages available

$5,000 Sponsorship
- Webpage links and listserv promo
- Conference mobile application and conference publication inside cover advertisement
- NORML-provided pop-up conference banner (sponsor must provide graphic ready art)
- NORML swag bag or name tag lanyard or wristband advertisement
- Inclusion in NORML Conference swag bag
- One vending table (option for second one $250)
- Two all access passes to conference and socials
- Four packages available

$2,500 Sponsorship
- Webpage links
- Conference mobile application advertisement and conference publication advertisement
- Inclusion in NORML Conference swag bag
- NORML-provided pop-up conference banner (sponsor must provide graphic ready art)
- One vending table (option for second one $300)
- Two all access passes to conference and socials
- Eight packages available

$1,000 Sponsorship
- Webpage links
- Conference mobile application advertisement and conference publication advertisement
- Inclusion in NORML Conference swag bag
- One vending table (option for second one $350)
- Two all access passes to conference and socials
- Ten available packages

$500 (Table only):
- Webpage links
- Conference mobile application advertisement
- One vending table (option for second one $400)
- Inclusion in NORML Conference swag bag
- Two conference passes (socials extra)
- Twenty available packages