



SPONSOR/EXHIBITOR AGREEMENT

THIS SPONSOR/EXHIBITOR AGREEMENT ("Agreement") is entered into on the date of registration through the website known as expofp.com, by and among StarStruck Event Planning ("Event Organizer"); and the "Sponsor/Exhibitor". Event Organizer and Sponsor/Exhibitor may be collectively termed "Parties" or individually "Party."

DEFINED TERMS

1. The terms "Agreement" and "Terms and Conditions" mean this agreement, all amendments and modifications thereto, all other materials, documents, and the Rules of the Event expressly incorporated herein by reference.
2. The term "Event" means the Prescott Wedding Expo currently scheduled to be held on **March 1, 2026** (the "Event Dates") at the Sam Hill Warehouse (the "Exhibit Facility").
3. The term "Event Organizer" means StarStruck Event Planning and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable.
4. The term "Sponsor/Exhibitor" means, collectively, the entity or person that executes this Agreement as the "Sponsor/Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable.
5. The term "Sponsor/Exhibitor Materials" means Sponsor/Exhibitor's trademarks, trade names, logo designs, company descriptions, advertising, marketing materials, and/or promotional goods provided by the Sponsor/Exhibitor to the Event Organizer in any medium for use in conjunction with the Event and in accordance with Sponsor/Exhibitor's trademark usage guidelines.
6. The term "Registration Website" means expofp.com, its subaddresses and any internet-based forum provided by the Event Organizer for registration for the Event. The level of

participation of the Sponsor/Exhibitor is determined by the package that is chosen on the Registration Website and in conjunction with the specific sponsorship package details laid out in the Brand Deck (if applicable). By completing registration through the Registration Website, or authorizing Event Organizer to register for you, you hereby agree to all terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated Herein. The recitals and definitions set forth above are incorporated into and made a part of this Sponsor/Exhibitor Agreement by this reference.
2. Agreement Acceptance. This Agreement shall become binding and effective when the Sponsor/Exhibitor accepts the Terms and Conditions at checkout on the Registration Website. The final Sponsor/Exhibitor's exhibit space specifics and/or location may be different from the Sponsor/Exhibitor's original requests. The Event Organizer reserves the right to deny access to any company.
3. Qualifications of Sponsor/Exhibitor. The Event Organizer, in its sole discretion, determines whether a prospective Sponsor/Exhibitor is eligible to participate in the Event. The Event Organizer reserves the right to restrict or remove any Sponsor/Exhibitor logo and advertisements which the Event Organizer, in its sole discretion, believes is objectionable or inappropriate.
4. Assignment of Space. Initial space assignments will take place through the Registration Website and monies collected at the time of registration. Any such assignment does not imply that similar space will be assigned for future Events. The Event Organizer reserves the right to change the floor plan or the location of an Sponsor/Exhibitor's booth if the Event Organizer in its sole discretion determines that to do so is in the best interest of the Event. The Event Organizer will take into consideration like-companies placed next to each other; however there is no guarantee that you will not be located next to a like-company. The Event Organizer assumes no responsibility in such instances.
5. Use of Space. The space contracted for is to be used solely by and for the Sponsor/Exhibitor whose name appears on the Agreement, and it is agreed the Sponsor/Exhibitor will not sublet nor assign any portion of the same without the prior written consent of the Event Organizer.
6. Exhibit Space Occupancy. Hours and dates for installing, occupying and dismantling exhibits shall be those specified by the Event Organizer. If Sponsor/Exhibitor fails to install its display in its assigned space within the date and time constraints laid out in the Rules of the Event, or leaves its space unattended during the Exhibit hours, the Event Organizer shall have the right to take possession of the space, without releasing Sponsor/Exhibitor from any liability or obligation hereunder, and no refund will be due to Sponsor/Exhibitor. All exhibits must be open and manned for business during the Event hours. Sponsor/Exhibitor may not dismantle the display until the Event is officially closed by the Event Organizer.

7. Installation and Dismantling. Sponsor/Exhibitor must comply with the move-in and move-out times indicated by the Event Organizer. If an Sponsor/Exhibitor fails to remove an exhibit in the allowed time, the Event Organizer shall be permitted (at Sponsor/Exhibitor's sole expense) to remove and place same in a warehouse subject to the Sponsor/Exhibitor's disposition, and/or to ship to Sponsor/Exhibitor via common carrier with all charges to follow at no liability to the Event Organizer. All exhibits must remain intact until the Event is officially closed.

8. Exhibit Guidelines. Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Sponsor/Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of the Event Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of the Event Organizer.

9. Sponsor/Exhibitor Trademarks / Sponsor/Exhibitor Materials. Subject to the terms and conditions of this Agreement, Sponsor/Exhibitor grants to the Event Organizer the right to use Sponsor/Exhibitor Materials provided by the Sponsor/Exhibitor for the purposes outlined in this Agreement.

10. Cancellation by Sponsor/Exhibitor. If Sponsor/Exhibitor desires to cancel this Agreement, Sponsor/Exhibitor will remain liable for 100% of the total fee and all fees paid or payable in respect of promotional products, regardless of when this Agreement is executed or canceled by Sponsor/Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries the Event Organizer will suffer as a result of Sponsor/Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the cancellation at a time when other parties would be interested in such space and/or products, will cause the Event Organizer to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date the Event Organizer receives written notice.

11. Cancellation by the Event Organizer. If Sponsor/Exhibitor fails to timely make any payment required by this Agreement or otherwise breaches any of its obligations under this Agreement, the Event Organizer may immediately terminate this Agreement (and Sponsor/Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Sponsor/Exhibitor of such termination. The Event Organizer shall have no obligation to refund monies previously paid. The Event Organizer reserves the right to terminate this Agreement at any time.

12. Cancellation of the Event. If the Event Organizer cancels the Event due to circumstances beyond the reasonable control of the Event Organizer (such as riot, strike, civil disorder, act of war, act of God, Covid, terrorism, government mandated restrictions, bankruptcy, or any cause whatsoever that is not within the Event Organizer's reasonable control), the Event Organizer shall refund to each Sponsor/Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by the Event Organizer, in full satisfaction of all

liabilities of the Event Organizer to Sponsor/Exhibitor. The Event Organizer reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If the Event Organizer changes the name of the Event, relocates the Event to another event facility and/or city, or changes the dates for the Event to dates that are not more than 90 days prior or 13 months later than the dates on which the Event originally was scheduled to be held, no refund will be due to Sponsor/Exhibitor, but the Event Organizer shall assign to Sponsor/Exhibitor, in lieu of the original space, such other space as the Event Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this Agreement. If the Event Organizer elects to cancel the Event other than for a reason previously described in this paragraph, the Event Organizer shall refund to each Sponsor/Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of the Event Organizer to Sponsor/Exhibitor. Sponsor/Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

13. Listings and Promotional Materials. Sponsor/Exhibitor grants to the Event Organizer a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor/Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in the Event Organizer promotional materials. The Event Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Sponsor/Exhibitor from the directory or other lists or materials. Sponsor/Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Sponsor/Exhibitor for promotion or exhibition at the Event. . In the event that Sponsor/Exhibitor requires corporate or franchise approval for the use of its logo, name, trade names or product names, the Sponsor/Exhibitor shall respond promptly to any request for approval within 48 hours of notice provided by the Event Organizer or else waive any liability or claims with the unapproved display of the submitted designs.

14. Care of Property. Sponsor/Exhibitor shall promptly pay for any and all damages to the Exhibit Facility, Event Organizer property, leased property of the Event Organizer or associated facilities, booth equipment or the property of others caused by Sponsor/Exhibitor. Sponsor/Exhibitor is responsible for removing all displays, product, flooring and trash. The Event Organizer will charge the Sponsor/Exhibitor the cost to remove any items left post show.

15. Taxes and Licenses. Sponsor/Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Sponsor/Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Sponsor/Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of the Event Organizer.

16. Copyrighted Materials. Sponsor/Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

17. Observance of Laws. Sponsor/Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, Rules of the Event and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules).

18. Sponsor/Exhibitor Updates. The Event Organizer will provide Sponsor/Exhibitor with information, updates and deadlines periodically to the designated representative of the Sponsor/Exhibitor. The designated representative of the Sponsor/Exhibitor will receive updates about the Event via email and/or SMS.

19. Authorization to Contact. Sponsor/Exhibitor acknowledges that the Event Organizer shall be permitted to share Sponsor/Exhibitor's name and contact information with, and Sponsor/Exhibitor consents to being contacted directly by, vendors, sponsors, exhibitors and partners authorized by the Event Organizer as well as attendees of the Event.

20. Incorporation of Rules of the Event. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement shall be subject to determination by the Event Organizer in its sole discretion. The Event Organizer may adopt Rules of the Event or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Sponsor/Exhibitor. Any such Rules and regulations are an integral part of this Agreement and are incorporated herein by reference. This Agreement (and any additional rules or regulations adopted by the Event Organizer from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

21. General Terms and Conditions. The Event Organizer has sole control over Event policies. Except as expressly provided in this Agreement, all monies paid by Sponsor/Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Sponsor/Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. Any allegations that Sponsor/Exhibitor engages in harassing conduct toward the Event Organizer or event participants, whether verbally, through email, voicemail, text message or any other medium, may be reported to law enforcement and shall constitute a violation of this Agreement. In such event, the Event Organizer may immediately cancel this Agreement without further notice and enforce their rights afforded hereunder. In addition to its right to withdraw acceptance of the Agreement, the Event Organizer in its sole judgment may refuse to consider for participation in future Events a Sponsor/Exhibitor who violates or fails to abide by the Agreement and any of the accompanying Rules of the Event and regulations. Any amendment to this Agreement must be in writing and signed by an authorized representative of the Event Organizer.

22. Assumption of Risks; Releases. Sponsor/Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Sponsor/Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Sponsor/Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Neither the Event Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Sponsor/Exhibitor. Neither the Event Organizer nor the Exhibit Facility shall be liable for, and Sponsor/Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

23. Indemnification. Sponsor/Exhibitor shall indemnify, defend (with legal counsel satisfactory to the Event Organizer), and hold the Event Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Sponsor/Exhibitor's participation or presence at the Event, (b) any breach by Sponsor/Exhibitor of any agreements, covenants, promises or other obligations under this Agreement; (c) any matter for which Sponsor/Exhibitor is otherwise responsible under the terms of this Agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Sponsor/Exhibitor; (f) harm or injury (including death) to Sponsor/Exhibitor; (g) loss of or damage to property or the business or profits of Sponsor/Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Sponsor/Exhibitor's space or relating to Sponsor/Exhibitor's use of any exhibition space or services.

24. Limitation of Liability. Under no circumstances shall the Event Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall the Event Organizer's maximum liability under any circumstance exceed the amount actually paid to the Event Organizer by Sponsor/Exhibitor. The Event Organizer makes no representations or warranties, express or implied, regarding the number and nature of Sponsors/Exhibitors and/or attendees who will attend the Event or regarding any other matters.

25. Insurance. Sponsor/Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Sponsor/Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Sponsor/Exhibitor's obligations under this paragraph. Certificate of Insurance forms may be requested by the Event Organizer at any time.

- a. Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);
- b. Workers' compensation and employer's liability insurance, if applicable to your business, complying with the laws of Arizona;
- c. Automobile Liability insurance, required if bringing automobile(s) into the venue as part of your exhibiting display, with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators.
- d. If a Certificate of Insurance is requested by the Event Organizer, the COI shall name as additional insureds (i) **StarStruck Event Planning** and each of its direct and indirect subsidiaries and other affiliates. If requested, copies of additional insured endorsements, primary coverage endorsements and

complete copies of policies, satisfactory to the Event Organizer, shall be promptly furnished to the Event Organizer. Certified copies of the Certificates of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to the Event Organizer. The Sponsor/Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Sponsor/Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

26. Fire and Safety Laws. Sponsor/Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health.

27. Violation of Rules and Regulations. Violation of this Agreement or any Rules of the Event and regulations governing the Event, Sponsor/Exhibitor may be prohibited from sponsoring/exhibiting at the current year's Event forfeiting payments and the Sponsor/Exhibitor may be prohibited from sponsoring at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Agreement or by law or equity. No delay by the Event Organizer in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Event Organizer of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

28. Arbitration. In the event of a dispute or breach of this Agreement, whether material or minor, the Parties agree to submit the issue at the earliest possible date to mediation conducted in accordance with the Mediation Rules of the American Arbitration Association ("AAA"), and to bear equally the costs of the mediation and responsibility for their own costs in connection with such mediation. However, the winning party may be awarded reimbursement of their costs involved with mediation. The Parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days or such longer period as they may mutually agree following the initial mediation session. Any and all unresolved issues remaining after that period shall be settled by arbitration administered by the AAA in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

29. Governing Law. This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Arizona, with venue for any action hereunder in Yavapai County, Arizona.

By clicking/checking the box for the "I agree to the Sponsor/Exhibitor Agreement and the Rules of the Event" on the Registration Website, the Sponsor/Exhibitor has read and agreed to the above terms and conditions of this Sponsor/Exhibitor Agreement and has read and agreed to the Rules of the Event as of the date of registration. These documents can also be found on the website for the Event.