

PHOENIX RISING

NEW ORLEANS, LOUISIANA • MAY 17-21, 2007 • WWW.THEPHOENIXRISES.ORG



VENDOR AGREEMENT

DATE OF EVENT: MAY 17-21, 2007 • LOCATION: NEW ORLEANS, LOUISIANA • WEBSITE: WWW.THEPHOENIXRISES.ORG • CONTACT: VENDORS@THEPHOENIXRISES.ORG

Vendor Contact Information:

Name: _____
Title: _____
Company/Group: _____
Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____
Website: _____

Billing Information: (if different)

Name: _____
Title: _____
Company/Group: _____
Address: _____
City: _____ State: _____ Zip: _____
Business Phone: _____
Cell Phone: _____
Fax: _____
E-mail: _____
Website: _____

Agreement

_____ (“Vendor”) hereby agrees to purchase and staff a Booth (as defined in the attached Exhibit A) at Phoenix Rising, which is a conference presented by Narrate Conferences, Inc., a Colorado non-profit corporation (Phoenix Rising and Narrate Conferences, Inc., together, the “Conference”), for the purpose of selling or promoting the following products or services:

Upon signature of this Agreement by an authorized representative of the Conference, the Conference agrees to provide a Booth for the duration of the Conference to Vendor. The Conference reserves the right to refuse any potential vendor for any reason whatsoever in its sole discretion.

Terms and Conditions

Purpose of Conference

The purpose of the Conference is to present an academic conference at which adults can discuss the *Harry Potter* books, films and cultural phenomenon. The Conference will include a wide variety of presentation topics and activities similar to those discussed and researched at any large university. The Conference contains age restrictions; individuals under the age of fourteen may not attend most of the Conference.

Incorporation of Exhibits

Exhibit A (Rules and Regulations) and Exhibit B (Hours) are hereby incorporated fully herein, and shall be deemed part of this Agreement.

Compliance with Law

Vendor is responsible for ensuring its compliance with all applicable laws, rules and regulations, including without limitation any required qualification to do business; sales permits; tax rules and regulations; fire codes or regulations; and laws governing promotions, contests, raffles, giveaways or games. The Conference does not accept responsibility for Vendor’s failure to comply with all applicable laws, rules and regulations. In the event that Vendor does not comply with all applicable laws, rules and regulations, the Conference may require Vendor to comply immediately or may close Vendor’s Booth, in the sole discretion of the Conference. Vendor hereby indemnifies and holds harmless the Conference, as well as its officers, directors, agents, employees, volunteers, representatives, successors and assigns, against any and all liability arising from or related to Vendor’s compliance or failure to comply with any law, rule or regulation.

Lost, Stolen or Damaged Merchandise

Vendor is entirely responsible for, and assumes all of the risk related to, lost, stolen or damaged merchandise or other materials. The Conference does not accept responsibility for, or assume any risk related to, such lost, stolen or damaged merchandise or materials.

Intellectual Property

Vendor represents and warrants that it owns all right, title and interest to and in any logo, artwork, text, products, services and other material or items provided by Vendor for use, sale or promotion in the course of the Conference (the "Materials"), or that Vendor has obtained all necessary licenses, rights and permissions in and regarding the Materials. Vendor understands and agrees that it may not use, promote or sell Materials that include the name, logo, copyrights, trademarks or other text or artwork identifying the Conference without the prior written consent of the Conference. Vendor understands and agrees that the Vendor Room (as defined below) will be open to guests of all ages; Vendor agrees not to promote, sell or otherwise display Materials that would be rated NC-17. Vendor understands and agrees that the Conference may, at any time and in its sole discretion, require evidence of Vendor's ownership of or right to use the Materials, and that the Conference may, at any time and in its sole discretion, refuse or prohibit Vendor from using, promoting or selling Materials that the Conference believes, in its sole discretion, (i) infringe on the rights of a third party or violate the law in any way; (ii) violate this Agreement; or (iii) are inappropriate. Vendor indemnifies and holds harmless the Conference, as well as its officers, directors, agents, employees, volunteers, representatives, successors and assigns, against any and all liability arising from or related to the Materials and their use in or relation to the Conference.

Force Majeure

In the event that the Conference, or any part thereof, is cancelled due to an act beyond the control of the parties (e.g., Act of God), the Conference may retain up to thirty-three percent (33%) of the Full Payment (as defined below), regardless of whether Vendor has made the Full Payment, to cover outstanding costs of the Conference. Upon written request, the Conference will refund the remaining sixty-seven percent (67%) of the Full Payment to Vendor; provided that the Conference shall only refund the portion of the remaining sixty-seven percent (67%) of the Full Payment that Vendor has already paid to the Conference.

Limitation of Liability

NEITHER VENDOR NOR THE CONFERENCE SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Breach

In the event that Vendor breaches this Agreement, including without limitation any of the Rules and Regulations in Exhibit A, the Conference reserves the right to terminate this Agreement immediately without notice, and either (i) in the event that the breach occurs prior to May 17, 2007, resell Vendor's Booth(s), or (ii) in the event that the breach occurs on or after May 17, 2007, close Vendor's Booth(s) immediately.

General Terms and Conditions

This Agreement is made pursuant to the laws of the State of Colorado, without regard to its conflict of law principles. The Conference may terminate this Agreement at any time upon notice to Vendor, and shall, within a reasonable time thereafter, refund any portion of the payment that Vendor has paid to the Conference.

Please sign this Agreement and send it to Amy Tenbrink at 720-514-8490 (facsimile)
or vendors@thephoenixrises.org (scanned and e-mailed).

Vendor's Name: _____ Narrate Conferences, Inc.
Vendor's Signature: _____
Printed Name: _____ Amy Tenbrink
Title: _____ Chief Executive Officer
Date: _____ Date: _____

This conference is not endorsed, sanctioned or any other way supported, directly or indirectly, by Warner Bros. Entertainment, the *Harry Potter* book publishers, or J. K. Rowling and her representatives.



EXHIBIT A - Rules and Regulations

Size and Location

Size: A "Booth" is a ten-foot by ten-foot (10' x 10') space in the Conference's room dedicated solely to the vending and promoting of products and services related to the *Harry Potter* series; writing, film, music or the visual arts; fantasy, science fiction or the wizarding world; or New Orleans (the "Vendor Room"). Each Booth shall include the Amenities detailed below. Four corner booths are available, and will be allocated as detailed in the Location section below.

Number of Spaces: The Vendor Room will include twenty (20) Booths. Vendors may request up to three (3) Booths at the time of the Vendor's initial purchase, and may request to be placed on the waiting list for additional Booths. The Conference may choose to allot more than three (3) Booths per Vendor, in wait list priority order, in early 2007.

Location: Vendors will be prioritized on a first-come, first-served basis based on the date of execution of the Agreement. Vendors will be able to choose their location in the Vendor Room, according to the order of the dates of execution of the Agreements, in early 2007. The Conference reserves the right to alter the location of each Vendor's Booth(s) for administrative reasons, including without limitation, bulky merchandise or Vendors with similar merchandise.

AMENITIES

Included Amenities: Each Booth includes the following "Amenities": a six-foot (6') table, a tablecloth, two chairs, badges to identify the Vendor's staff (the "Vendor Badges"), and one full registration for the Conference (a "Vendor Registration").

The Conference will provide Vendor Badges for each member of the Vendor's staff. Vendor Badges must be worn by the Vendor's staff at all times that they are staffing the Booth to identify them as official Vendor personnel. Vendor Badges do not provide access to conference programming or events.

The Vendor may use the Vendor Registration for a member of its staff or may gift it to a third party, including without limitation as a promotional giveaway. As soon as the Vendor has paid the Conference the Full Payment (as defined below), the Conference will provide the Vendor with a code for the Vendor Registration (the "Vendor Registration Code"). The person using the Vendor Registration is required to register for the Conference using the conference's registration system located at www.thephoenixrises.org/ registration. The Vendor Registration Code will be required at the time of registration; therefore, the Vendor must pay the Full Payment before anyone may use its Vendor Registration.

Additional Services: Vendors requiring or desiring services that are not Amenities (the "Additional Services"), including without limitation pipe and drape, telephone, and electricity, must purchase such Additional Services through the Sheraton New Orleans Hotel. Vendors shall not install Additional Services on their own or through a service provider other than the Sheraton New Orleans Hotel. Each Vendor accepts all responsibility for, and assumes all risk related to, any Additional Services that it uses. The Conference accepts no responsibility for, and assumes no risk related to, the provision, installation, removal, functioning or quality of these Additional Services. Any Vendor purchasing or using Additional Services hereby indemnifies and holds harmless the Conference, as well as its officers, directors, agents, employees, volunteers, representatives, successors and assigns, against any and all liability arising from or relating to Vendor's purchase or use of any Additional Services.

Price and Payment

Price: Vendor agrees to pay to the Conference Four Hundred Dollars and 00/100 (\$400.00) for each Booth (the "Full Payment").

Payment: A nonrefundable deposit of fifty percent (50%) of the Full Payment is due within thirty (30) days following Vendor's transmission of the Agreement to the Conference (the "Initial Payment"). Any balance of the Full Payment remaining after the Initial Payment is paid is due no later than March 1, 2007 (the "Balance Payment"). The Initial Payment and any applicable Balance Payment together shall equal the Full Payment. Vendors will not be included on the Conference's website (www.thephoenixrises.org) until the Conference has received the Full Payment. If either the Initial Payment or any applicable Balance Payment is not received by its applicable due date, the Conference may unilaterally terminate the Agreement without notice.

GENERAL

Access to Vendor Room: Anyone, regardless of age or conference attendance, may access the Vendor Room.

Promotion: The Conference will include each Vendor's name, logo and a brief description of its products and services on the Conference's website (www.thephoenixrises.org) and in the Conference's program book. Vendors may not distribute flyers in the Sheraton New Orleans Hotel or at any of the Conference's other event venues; provided that Vendors who have chosen to sponsor one of the Conference's Quidditch teams may distribute flyers during the Riverside Quidditch Classic. Vendors may not sell their products or services outside the Vendor Room without the prior written consent of the Conference.

Prohibitions: Vendors may not conduct the following activities with regard to their Booths: attach anything to the walls; cause damage to the walls, floors or other property of the Sheraton New Orleans Hotel; use music, signage, promotions, merchandise or materials of any kind that extend beyond the boundaries of that Vendor's Booth(s); or use or block the aisles in the Vendor Room for any purpose whatsoever.

Cost of Repairs: The cost of any repairs to (i) the Vendor's Booth(s), and (ii) to the Hotel that were necessitated by action of the Vendor shall be the sole responsibility of the Vendor.

Insurance: Vendor understands and agrees that neither the Conference nor the Sheraton New Orleans Hotel maintains insurance covering the property of the Vendor, and that therefore, if Vendor requires insurance, it must procure insurance on its own and with its own funds.

Relationship: Vendor and the Conference shall be independent contractors as to one another and shall not be deemed, expressly or by implication, to be agents, employees or servants of the other for any purpose whatsoever.

No Assignment: Vendor may not assign its Booth(s) or this Agreement to a third party without the prior written consent of the Conference.

Disputes: Vendors' main contact for the Conference will be the Conference's Vendor Coordinator. Any disputes between a Vendor and the Vendor Coordinator shall be resolved by the Conference's Chair of Accounting and Legal, and in her absence, the Conference's Corporate Counsel.

New or Altered Rules: The Conference reserves the right to change these Rules and Regulations in any way, including without limitation amendment or addition, at any time and from time to time, in its sole discretion for any reason or no reason, without notice. Any changes shall be incorporated in the Agreement for all existing and new Vendors at the time the change is made by the Conference.



EXHIBIT *b* - Hours

The following hours, which are given in Central Daylight Time, apply to the Vendor Room and all Vendors:

Public Hours

The Vendor Room will be open to the public for the following "Public Hours":

- Thursday, May 17, 2007: 9:00 p.m. to 11:59 p.m.
- Friday, May 18, 2007: 12:00 p.m. to 10:00 p.m.
- Saturday, May 19, 2007: 12:00 p.m. to 10:00 p.m.
- Sunday, May 20, 2007: 10:00 a.m. to 8:00 p.m.
- Monday, May 21, 2007: 8:00 a.m. to 1:00 p.m.

Vendors must staff their Booths for the following "Required Hours":

- Thursday, May 17, 2007:
.....9:00 p.m. to 11:59 p.m.
- Friday, May 18, 2007:
.....12:00 p.m. to 2:00 p.m.; 5:00 p.m. to 8:00 p.m.
- Saturday, May 19, 2007:
.....12:00 p.m. to 2:00 p.m.; 5:00 p.m. to 8:00 p.m.
- Sunday, May 20, 2007:
.....10:00 a.m. to 12:00 p.m.; 5:00 p.m. to 8:00 p.m.
- Monday, May 21, 2007:
.....8:00 a.m. to 1:00 p.m.

Including the Required Hours, Vendors must staff their Booths for at least eight (8) of the ten (10) Public Hours on Friday, May 18, 2007; Saturday, May 19, 2007; and Sunday, May 20, 2007.

Administrative Hours

The Vendor Room will be open for load-in from 12:00 p.m. to 9:00 p.m. on Thursday, May 17, 2007. The Vendor Room will be open for load-out from 1:00 p.m. to 6:00 p.m. on Monday, May 21, 2007.

The Vendor Room will be open only to Vendors for an hour prior to the opening of the Vendor Room and an hour following the closing of the Vendor Room each day of the Public Hours.

Failure to Claim

Vendors must be present to claim their Booth(s) and must claim their Booth(s) no later than 6:00 p.m. on Thursday, May 17, 2007. Any unclaimed Booths after 6:00 p.m. on Thursday, May 17, 2007 may be reallocated or resold by the Conference in its sole discretion.