

EVENT PARTICIPATION AGREEMENT

THIS EVENT PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the last of the two dates (the "Effective Date") set forth below with the signatures of the parties between the Participant (as that term is defined in this Agreement) and North Phoenix Chamber of Commerce, an Arizona non-profit corporation ("NPCC"). This Agreement is made with reference to the following facts:

RECITALS:

A. NPCC is the sponsor of the North Phoenix Chamber of Commerce Pet Adoption Event (the "Event") to be held on November 16, 2013 (the "Event Date") at the Horizon High School Senior Parking Lot Area, 5601 East Greenway Road, Scottsdale, Arizona 85254 (the "Event Location");

B. Participant is participating in the Event as (i) a sponsor of the Event (a "Sponsor"), (ii) a vendor of food or other personal property at the Event (a "Vendor"), and/or (iii) an organization providing animals for adoption at the Event (an "Pet Organization"); and

C. NPCC and the Participant desire to enter into this Agreement to set forth the terms upon which the Participant will participate in the Event.

NOW, THEREFORE, in consideration of the foregoing and the covenants of the parties herein, the parties agree as follows:

1. The "Participant" for purposes of this Agreement is the person or entity identified as follows:

Company Name: _____

Contact Person Name: _____

Telephone No.: _____

E-Mail Address: _____

Mailing Address: _____

2. An "X" placed in the applicable blank or blanks below indicates whether the Participant is a Sponsor, Vendor or Pet Organization or (if more than one blank bears such a mark) is participating in the Event in more than one of those capacities.

_____ Sponsor

_____ Vendor

_____ Pet Organization

If the Participant is a Vendor or Pet Organization, the following lines have been filled in to describe the products, services and/or types of pets the Participant proposes to promote, sell or otherwise provide at the Event:

If the Participant is a Sponsor of the Event, then (i) Exhibit "A" attached hereto identifies the sponsorship level Participant has selected, the cost of such sponsorship, and the benefits to be provided to the Participant in connection with such sponsorship, and (ii) a brief description of the Participant's business is as follows:

3. This Agreement incorporates the terms and conditions set forth in the Statement of Terms and Conditions (the "General Terms") attached to this Agreement.

4. This Agreement constitutes the entire agreement among the parties and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties hereto.

5. In the event an action or suit is brought by any party hereto to enforce the terms of this Agreement, the prevailing party shall be entitled to the payment of reasonable attorneys' fees and costs, as determined by the judge of the court.

6. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and assigns of the parties to this Agreement.

7. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. Any legal suit, action or proceeding arising out of or relating to this Agreement must be instituted in a State or Federal court in the City of Phoenix, Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction of any such court.

8. The invalidity or unenforceability of any particular provision, or any part thereof, of this Agreement shall not affect the other provisions hereof, and this Agreement shall be continued in all respects as if such invalid or unenforceable provision were omitted.

[Signatures are provided on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NPCC:

NORTH PHOENIX CHAMBER OF COMMERCE, an Arizona non-profit corporation

By: _____

Its: _____

Dated: _____, 2013

PARTICIPANT:

[If a company]

_____, a(n)

By: _____

Its: _____

[If an individual]

Dated: _____, 2013

STATEMENT OF GENERAL TERMS

THIS STATEMENT OF GENERAL TERMS (the "General Terms") is attached to and made a part of that certain Event Participation Agreement (the "Agreement") between the North Phoenix Chamber of Commerce, an Arizona non-profit corporation ("NPCC"), and the Participant named in the Agreement to which these General Terms are attached. Capitalized terms used in these General Terms that are defined in the Agreement and not otherwise defined in these General Terms shall have the same meanings for purposes of these General Terms as the meanings given to such terms in the Agreement. In the event of any inconsistency between these General Terms and the Agreement, the terms of the Agreement shall control. References in these General Terms to the "Agreement" mean the Agreement and these General Terms together.

1. The Participant represents and warrants to NPCC as follows:
 - (a) Participant holds all required franchises, permits, licenses, certificates and authorizations necessary or appropriate in connection with the Participant's participation in the Event, including without limitation for the purpose of selling and/or providing any goods and/or services to be provided by the Participant in connection with such participation in the Event, and all such franchises, permits, licenses, certificates and authorizations.
 - (b) At all times relevant to Participant's participation in the Event, Participant and all goods and/or services provided by Participant in connection with the Event are and will be in compliance with and not in default under any applicable Federal, state, and local statutes, laws, rules, regulations, ordinances, safety and/or health standards, environmental standards and any other applicable law.
 - (c) To the extent that Participant shall provide to NPCC any trademarks, service marks, logos, slogans, trade dress, designs, photographs, written materials, packaging and other intellectual property of any kind (collectively, "Proprietary Material") in connection with the Event or Participant's participation in the Event, (i) Participant has full legal; right, power and authority to provide such Proprietary Material to NPCC for use in connection with the Event, and (ii) neither Participant's provision to NPCC of such Proprietary Material nor the use of such Proprietary Material in connection with the Event shall infringe, misappropriate or otherwise conflict with any proprietary rights of any third party in such Proprietary Material.
 - (d) To the extent Participant provides or delivers to NPCC or any other person any animal in connection with the Event, and unless otherwise disclosed in writing, (i) the delivery of such animal to NPCC and/or any other person will not conflict with or violate any law, rule, regulation or ordinance of any governmental authority having jurisdiction, (ii) such animal is healthy and has all required vaccinations and/or immunizations, and (iii) Participant has no knowledge that any such delivery of such animal is or may be unsafe.
 - (e) To the extent sells or otherwise provides to any person in connection with the Event any food, drink or other product or service of any kind, (i) such food and drink is and will be safe and sanitary and comply with all applicable health and safety requirements, (ii) such product or service is and will be of good working quality and free of defects in material, workmanship or otherwise, and (iii)
2. Participant covenants and agrees with NPCC as follows:
 - (a) At all times material to Participant's participation in the Event, Participant shall obtain and maintain in effect a policy of general commercial liability insurance issued by a reputable insurance carrier licensed to do business in Arizona and insuring against personal injury and damage to property in connection with Participant's participation in the Event and having combined single limit per occurrence of not less than One Million and 00/100 Dollars (\$1,000,000.00) for personal injury and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage.
 - (b) Not less than fifteen (15) days prior to the Event, Participant will deliver to NPCC copies of insurance policies or certificates of insurance satisfactory to NPCC and providing evidence of the maintenance of the insurance required under paragraph 2(a) above.
 - (c) Without limiting the requirements of paragraphs 2(a) and 2(b) above, insurance maintained by Participant hereunder will be primary regardless of any coverage maintained by NPCC, and such insurance maintained by Participant will name NPCC as an additional insured.
 - (d) Participant will indemnify NPCC and hold NPCC harmless for, from and against any and all claims, causes of action, liabilities losses costs, damages or expenses of any kind, including without limitation court costs and reasonable attorneys' fees, arising out of or related to (i) any failure of any representation or warranty given by Participant in this Agreement to be true and correct in all material respects, (ii) any failure by Participant to comply with, and/or any breach by Participant of, any of the terms and provisions of this Agreement, and/or (iii) any negligence or other act or omission of Participant or Participant's agents, employees, contractors or subcontractors.

- (e) Participant will at all times comply with all reasonable requirements and/or policies of NPCC with respect to the Event.
- (f) Without limiting any other rights or remedies NPCC may have at law or in equity, at any time that Participant is in breach of any terms or provisions of this Agreement, NPCC may terminate Participant's participation in the Event without being required to refund to Participant any sums expended by Participant in connection with the Event.
- (g) If NPCC is required to cancel the Event due to inclement weather, NPCC shall not be required to refund sums paid by Participant in connection with the Event, but NPCC shall instead reschedule the Event to another time and permit Participant to participate in the rescheduled Event on the same basis as originally agreed.
- (h) NPCC shall have the right to change the venue for the Event upon reasonable notice to Participant. NPCC shall have discretion with respect to placement of booths and/or other spaces for persons participating in the Event, and for all other organizational matters related to the Event.
- (i) NPCC WILL IN NO EVENT BE LIABLE TO PARTICIPANT (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTICIPANT'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT OR OTHERWISE, REGARDLESS OF WHETHER NPCC WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE LIABILITY OF NPCC TO PARTICIPANT LICENSEE FOR ANY AND ALL CLAIMS OF ANY KIND WHATSOEVER RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CAUSE(S) OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY PARTICIPANT TO NPCC IN CONNECTION WITH THIS AGREEMENT AND/OR THE EVENT. THIS LIMITATION IS CUMULATIVE; THE SUM OF MULTIPLE CLAIMS MAY NOT EXCEED THIS LIMIT.

3. NPCC covenants and agrees with Participant as follows:

- (a) Participant may cancel Participant's participation in the Event by giving NPCC written notice of such cancellation at least seventy-two (72) hours prior to the commencement of the Event, and, in the case of such a cancellation, NPCC will refund to Participant any fees paid by Participant with respect to the Event; provided, however, that if printed materials with respect to the Event have already been printed and bear the Participant's name, logo(s), trademark(s), or trade dress, NPCC may elect not to refund all or part of such sums paid by Participant.
- (b) NPCC shall donate a portion of the proceeds generated from the Event to charitable organizations whose charitable purposes are related to the health and/or welfare of pets, including without limitation pet shelters, pet adoption agencies and similar organizations.