### SPONSORSHIP AGREEMENT

**FamFest 2020 | June 21 - 22, 2020**

**OC Fair & Event Center**

This Agreement (“**Agreement**”) made and entered into as of **June 21 – 22, 2020** (the “**Effective Date**”) by and between **FamFest Global LLC**, a limited liability company, with offices located at 3238 Wrightwood Dr, Studio City, CA 91604 (the “**Organizer**”) and  **,** a company registered in with offices located at (the “**Sponsor**”) together with Organizer, each a “**Party**” and collectively the “**Parties**”) sets forth the terms of this sponsorship of the **FamFest 2020** event scheduled to occur from June 20 & 21, 2020 at The OC Fair & Event Center (the “**Event**”).

1. **TERM OF AGREEMENT:** The term of this Agreement (“**Term**”) will be from the Effective Date until **June 21, 2020**.

1. **ATTENDANCE, MODIFICATION:** Organizer makes no warranties regarding the number of persons who will attend the Event. The Event’s hours, and venues (not in the city) may be modified. Sponsor shall be notified sufficiently in advance in writing of any such modification(s).
2. **ASSIGNMENT AND USE OF EXHIBIT AND/OR EXPERIENCE SPACE**
	1. **Benefits and License Grant**. Organizer will provide exclusive and allocated spaces at The OC Fair & Event Center (the “**Expo Space**”) at the Event for Sponsor to display its promotional materials and allow for logo placement in marketing materials and any other items agreed to in Appendix 1 (the “**Sponsorship**”). The “**Total Sponsorship Fee**” (the total amount payable by Sponsor to Organizer for all of the elements included in Sponsor’s package, including any applicable taxes) includes use of the Expo Space and any other benefits as specified in Appendix 1 of the Agreement.
	2. **Expo Space Assignment, Use, Installation, Occupancy, and Dismantling.** The location and amount of Expo Space provided to Sponsor will be as outlined in Appendix 1. The Expo Space shall be for Sponsor’s use only, and Sponsor may not share, sell, assign, sublease or charge admission for entry into any portion of the Expo Space or Sponsorship (including to an affiliated company) without Organizer’s prior written consent. Sponsor must fully occupy the Expo Space and must provide displays, equipment, etc. for the Expo Space unless the Parties agree otherwise. Sponsor’s activities must be confined within the Expo Space (provided Sponsor may engage in business discussions outside the Expo Space), and must be in support of products or services identified in the Agreement and directly related to Sponsor’s normal business activities. Organizer may refuse permission to exhibit any products or services Organizer reasonably and in good faith deems objectionable, unsuitable or inconsistent with the goals of the Event. Sponsor must dismantle and remove its physically constructed experience (“**Exhibit**”) or otherwise implemented sponsored element (“**Activation**”) as and when notified by Organizer, and if Sponsor has not done so by the notified time, Sponsor will be liable for, and must reimburse to Organizer, any additional charges incurred by Organizer as a result of such late dismantling and removal of the Exhibit.
	3. **Own Risk and Certificate of Insurance (COI).** Sponsor has sole responsibility for any loss of its equipment, proprietary information and/or intellectual property, or any other loss, including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Sponsor’s Expo Space are deemed the invitees or licensees of Sponsor and are not the invitees or licensees of Organizer. The Sponsor is responsible for maintaining all appropriate insurances (including accident, health, travel and personal property insurance) that the Sponsor may wish to carry. Sponsor agrees to provide Organizer with a Certificate of Insurance (“**COI**”).
	4. **Third Party Contractors**. Any Event venue may require Sponsor to use designated third-party contractors to provide certain services (“**Required Contractors**”), and Sponsor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors act solely as independent contractors, and Organizer shall not be liable or responsible for their performance, acts, or omissions.
	5. **Other Events and Marketing.** Sponsor agrees that, during the Term, it may not use any event organised by Organizer to promote any other event in which Sponsor is a 3rd party sponsor and/or a participant, and therefore agrees that it shall not, during the period from three days before until three days after the Event conduct, promote, endorse, or sponsor any functions, classes, seminars, exhibits, or similar marketing activities within 30 miles of any event similar to the Event that is the subject of this Agreement, other than Sponsor’s participation in the Event under this Agreement. During the Event, Sponsor may not promote its products or organization within 1 mile of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.

1. **INTELLECTUAL PROPERTY & USE OF MARKS**
	1. Sponsor grants to Organizer the right to use Sponsor’s name and logo in connection with the promotion and production of the Event and for the duration of the Term and length of this Agreement.
	2. Each Party shall retain all rights, title or interest in trademarks, trade names and logos (collectively “**Marks**”) used in relation to this Agreement. Subject to prior written approval, each Party shall use the other party’s Marks in good faith, and in such a manner to enhance and promote the goodwill and reputation of the other Party. Each Party further represents and warrants that the Marks used in relation to the Agreement does not knowingly infringe any intellectual property or other proprietary rights of any third party.
2. **COMPLIANCE WITH LAWS AND RULES**
	1. **Laws and Rules**. Sponsor must comply with all applicable laws, regulations, ordinances and manuals in connection with its participation in the Event, including, but not limited to, any and all items listed in the Appendices, rules of the venue, any relevant labour union and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Organizers shall comply with all applicable laws, regulations, ordinances and manuals in connection with its administration of the Event, including, but not limited to, any and all rules of the venue, any relevant labour union the terms, conditions, and rules. Provided Sponsor is notified of the aforementioned terms, conditions and rules.
	2. **Third Party Proprietary Rights.** Sponsor agrees that it will not violate any proprietary or intellectual property rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.
	3. **Taxes and Licenses.** Both Parties are responsible for obtaining any licenses and permits, and payments of all taxes (including sales and use taxes), license fees, or other charges applicable to each Party’s participation within the Event.
3. **THIRD PARTY BRANDS/PARTNERS:**
	1. Sponsor is strictly prohibited from incorporating any “**Third Party Brands/Partners**” (any additional companies or brands who would formally participate as part of Sponsor’s Activation at the event) into its sponsorship Activation and/or Exhibit, unless:
		1. The Third Party Brand is specifically approved by Organizer; and
		2. The Third Party Brand’s proposed presence/Activation is approved by Organizer; and
		3. Organizer receives a separate sponsorship fee, to be negotiated in good faith between Sponsor and Organizer, directly from the Third Party Brand, or an increased fee from Sponsor. The additional fee will take into account factors including, but not limited to, the nature of the Third Party Brand, their proposed Activation, the total cost of Sponsor’s presence at Organizer, etc.

b. Organizer will consider exceptions to this rule, only in the event that a second brand is wholly owned by Sponsor (example: Media Company A, using their Sponsor presence to promote multiple wholly-owned television shows).

c. If Sponsor violates this provision, the Sponsor acknowledges that the Organizer may suffer significant financial and reputational damage and/or loss and the Organizer is authorised to immediately (even on-site) shut down the unapproved Third Party Brand Activation (at Sponsor’s cost), and/or require the Sponsor to pay the Organizer an amount equalling 100% of Sponsor’s total amount owing under this Agreement, which shall payable no more than 30 days after the event. The Sponsor acknowledges that this amount is a genuine pre-estimate of the loss and damage that the Organizer is likely to suffer if the Sponsor violates this provision. (Illustration: a $100,000 sponsorship could increase to $200,000 in the event of an unauthorized use of Third Party Brands).

d. No Third Party Brand / Partners will be considered or permitted by the Organizer, whose written consent shall be sought, after.

1. **FOOD & BEVERAGE:** Sponsors may not give away or sell food and beverage at the venue, nor in the adjacent hotels and/or other venues without first obtaining written approval by Organizer. Food and beverage sales or giveaways may result in additional fees, collected by the venues. The Sponsor warrants to the Organizer that any food and beverage given away or sold by the Sponsor will be safe for human consumption; be comprised of safe ingredients; be manufactured, labelled, packaged, stored and shipped under conditions compliant with current industry manufacturing practices; and will comply with all applicable federal, state and local requirements, including but not limited to applicable laws, standards, regulations, and the applicable guidelines.
2. **PAYMENT & PENALTIES**
	1. The Total Sponsorship Fee (as set forth in Appendix 1) is due as follows:
		1. 100% of Total Sponsorship Fee shall be due within 60 days of the signing of this Agreement, or by whichever comes first.
	2. Total Sponsorship Fee (as set forth in Appendix 1) shall be paid in United States dollars.
	3. All fees are deemed fully earned and non-refundable when due, unless Agreement is denied or the Event is cancelled pursuant to Section 9(a) below or terminated pursuant to Section 9(b) below. Sponsor may not assign or transfer any portion of its interest in this Agreement.
	4. Sponsor shall be responsible for a ten percent (10%) late fee (“**Late Fee**”), which shall be compounded each thirty (30) day period that the Total Sponsorship Fee (or any part thereof) is past due. The Sponsor acknowledges that the Late Fee is a genuine pre-estimate of the loss and damage that the Organizer is likely to suffer if the Sponsor fails to pay the Total Sponsorship Fee on time.
	5. Payment may be made by check, money order available upon request, or via bank transfer to the following:
		1. Checks or Money Order:

**FamFest Global, LLC**

**3238 Wrightwood Dr**

**Studio City, CA 91604**

* + 1. Bank Transfer:

**Bank Account Name:** FamFest Global, LLC

**Bank Name:** First Western Trust

**Bank Address:** 3003 E. Harmony Road

**Account Number:** 2307121

**Routing ACH:** 102007011

**Tax EIN:** 83-4434994

* 1. The Total Sponsor Fee must be received in full by Organizer in accordance with Section 8(a) in order for Sponsor to participate in or exhibit at the Event. In addition to its rights under section 9(b), Organizer reserves the right to decline or terminate this Agreement if payment is not received within the parameters stated above.
	2. In the event the Sponsor Agreement includes physical Expo Space (as outlined in Appendix 1), Sponsor will be responsible for a payment totalling 50% of the Total Sponsorship Fee, in the event Sponsor is a “no-show,” e.g., fails to build out and occupy its Expo Space. The Sponsor acknowledges that the “no-show” fee is a genuine pre-estimate of the loss and damage that the Organizer is likely to suffer if the Sponsor is a “no show” at the Event.
1. **CANCELLATION OR TERMINATION**
	1. **Cancellation.** Sponsor agrees that upon signing of this Agreement that the Total Sponsorship Fee outlined in Appendix 1 is 100% non-refundable.Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to natural or public disaster, wartime, acts of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Sponsor any fees already paid to Organizer that have not yet been expended on behalf of Sponsor, following which Sponsor will have no further recourse against Organizer.
	2. **Termination.** Organizer may take possession of either its function space and/or Expo Space (together as “**Space**”) and terminate Sponsor's participation in the Event upon Sponsor's failure to meet any material obligations under the Agreement, including but not limited to Sponsor's failure to (i) pay for the Total Sponsorship Fee or other related services, (ii) set up its Exhibit, (iii) maintain all exhibited products in good working order, (iv) staff the Space fully and in a timely manner, or (v) for violation of Organizer's standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct).

All payments to Organizer are deemed fully earned and non-refundable when due except as otherwise stated in Section 9(a) above. Should Sponsor choose to cancel their Sponsorship, the Total Sponsorship Fee must immediately be paid to the Organizer only if the Sponsorship Fee has fallen due pursuant to Section 8(a) above. Upon Sponsor’s receipt of written notice from Organizer specifying Sponsor’s failure to meet any of the material obligations listed above, Sponsor shall be afforded an opportunity to cure such failure.

1. **LIMITATION OF LIABILITY & INDEMNITY**
	1. The Parties acknowledge that under the laws of the State of California, USA each party may have certain rights which cannot be excluded, including guarantees as to the acceptable quality and fitness for purpose of goods and services. Nothing in this Agreement is to be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.
	2. Under no circumstances will Organizer, its employees, agents, contractors, officers, directors or affiliated entities and individuals, or the venue of the Event or its employees, agents, contractors, officers, directors or affiliated entities and individuals (the “**Event Providers**”) be liable for lost profits loss of contract, loss of sales opportunity, loss of business reputation, direct or indirect labour costs, overhead expenses or damage to equipment or property, or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event however caused (whether based on tort, contract or otherwise), whether or not such Event Provider has been apprised of the possibility of such damages or lost profits and even if such damage or loss was in the reasonable contemplation of the parties at the date of this Agreement as a probable result of breach of this Agreement. In no event will either Party’s liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Sponsor for the Expo Space, excluding indemnification obligations.
	3. None of the Event Providers are liable to Sponsor for any damage, loss, harm, or injury to the person, property, or business of Sponsor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft (Organizer will provide adequate security), fire, earthquake, water, insufficient participation, accident, or any other reason in connection with the Event and its set-up, planning meetings or tear-down, except to the extent such liability arises directly from the wilful misconduct of the Event Providers against whom liability is sought to be assessed.
	4. Sponsor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, damage or expense (including reasonable attorneys’ fees), arising out of, caused by or resulting directly or indirectly from (i) Sponsor’s construction, maintenance and tear-down of an unsafe Exhibit, (ii) any infringement of third party intellectual property rights by the Sponsor; (iii) the negligence or misconduct of Sponsor or its agents, (iv) Sponsor’s non-removal or delay in removal of an Exhibit by the time required by Organizer, and/or (v) Sponsor’s breach of any commitment made hereunder.
	5. Sponsor shall be fully responsible to pay for any and all damages to property owned by the OC Fair & Event Center, its owners or managers, which results from any act or omission of Sponsor. Sponsor agrees to defend, indemnify and hold harmless, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Sponsor's use of the property. Sponsor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Sponsor, its agents, employees, and business invitees which arise from or out of the Sponsor's occupancy and use of the exhibition premises, or any part thereof.
	6. Organizer agrees that it shall indemnify, defend, and hold harmless Sponsor, and their respective employees, agents, contractors, officers, and directors, from and against any and all third party claims, demands, causes of action, loss, liability, damage, cost and expense (including reasonable attorneys’ fees), arising out of, caused by or resulting directly or indirectly from (i) the negligent acts or omissions or wilful misconduct of Organizer or any employee, agent or contractor of Organizer; or (ii) injury to the person or property of a third party of any nature whatsoever, arising out of the negligence or wilful misconduct of Organizer or any employee, agent or contractor of Organizer.
2. **MEDIA RELEASE.**
3. Sponsor acknowledges that the Event is one large “public performance” zone, that Sponsor’s presence (including its physical assets, audio and personnel) may be recorded by the Organizer and attendees, participants, exhibitors, sponsors and/or other organizers, and the Sponsor irrevocably authorizes and consents to such recordings and the distribution of those recordings by those parties across any/all channels. While expressly reserving the rights to enforce its own intellectual property rights, against unlawful infringement by third parties, Sponsor hereby releases Organizer (and its employees, agents, contractors, officers, directors and designated contractors) from, and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights. Sponsor unequivocally acknowledges that it cannot sue Organizer, FamFest or any of its fans or participating companies, for capturing or distributing video that may feature Sponsor’s intellectual property or personnel. However, in the event that a person takes utilises a photo of the Sponsor’s logo and/or Marks (on display at FamFest) and puts it on sale in the form of any merchandise without any authorisation and/or license from the Sponsor, then the Sponsor shall have the right to enforce its rights as against that third party, but agrees in such a scenario, to indemnify FamFest and hold it harmless against any and all third party claims, demands, causes of action, loss, liability, damage, cost and expense (including reasonable attorneys’ fees), arising out of, caused by or resulting directly or indirectly from such an incident.
4. **CONFIDENTIAL INFORMATION**
	1. Neither party may at any time use or disclose to any third party, for any reason at all, any confidential information belonging to the other party, including but not limited to the terms of this Agreement, any information or material regarding this Agreement and any and all information about the operations, finances or contracts of the other party. The exceptions are if a party is required to use or disclose such information to perform its obligations under this Agreement, or if required by law, or if required to obtain professional advice.
5. **MISCELLANEOUS**.
6. This Agreement will constitute the entire agreement between the Parties concerning its subject matter, and may only be modified in writing signed by both Parties.
7. The Parties’ rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative of the Party. If any Term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect.
8. Organizer may assign this Agreement or its rights or responsibilities hereunder to any other party.
9. Sponsor may not assign this Agreement to any other party, including a successor in interest, in the event of a merger or sale of assets, without the prior written consent of Organizer, in which circumstance Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors, and permitted assignees of Sponsor.
10. The laws applicable in the State of California, USA, govern this Agreement. The Parties submit to the exclusive jurisdiction of the courts of the State of California, USA and any courts competent to hear appeals from those courts. Sponsor and Organizer hereby consent to the jurisdiction of such courts. Each Party is entitled to recover reasonable attorneys’ fees and costs in any action necessary to enforce this Agreement.
11. Nothing in this Agreement shall be construed as creating between the Parties a relationship of principal and agent, or of employer and employee. No employee, agent or representative of one Party assigned to perform this Agreement shall be or be deemed to be the employee or agent of the other Party.
12. No addition to, deletion from, or other modification of any of the provisions hereof shall be valid unless made in writing and signed by an authorized representative of each of the Parties.
13. The parties intend that no term of this Agreement may be enforced by any person who is not a party to it.
14. This Agreement may be executed in any number of textually identical counterparts, each of which when so executed and delivered shall be deemed an original, and such textually identical counterparts together shall constitute one and the same instrument.

**Signatures**

Signed and accepted by:

**SPONSOR** **FAMFEST GLOBAL LLC**

|  |  |
| --- | --- |
| Signature: | Signature: |
| Name:  | Name:  |
| Title: | Title:  |
| Date: | Date: |

### APPENDIX 1:

**SPONSORED ACTIVATION DETAILS**

This Appendix may be amended from time to time by mutual written agreement of the Parties.

**Term of Contract**

The contract shall run from the date signed and accepted until the **June 21, 2020**.

The following shall be provided to the Sponsor:

**SPONSORED ACTIVATION DETAILS:**

**OTHER SPONSOR BENEFITS:**

**TOTAL SPONSORSHIP FEE:**

[SIGNATURE PAGE TO FOLLOW]

**Signatures**

Signed in acceptance by:

**SPONSOR** **FAMFEST GLOBAL LLC**

|  |  |
| --- | --- |
| Signature: | Signature: |
| Name:  | Name:  |
| Title: | Title:  |
| Date: | Date: |

### APPENDIX 2:

**DEADLINES & KEY DATES**

This Appendix may be amended from time to time by written mutual agreement of the Parties.

**Payment Deadline:** Total Sponsorship Fee is due as noted in Section 8(a) of the Agreement.

**Assets/Advertisement:** The following assets must be received by Organizer on or before the deadlines below:

* 1. Logo: A high definition .ai, .pdf or .eps logo must be received by  **.** Please send files with art in vector format.
	2. Sponsor profile: 50 word profile must be received by  **.**
	3. Conference guide ad: All conference guide advertisements must be received by

Ad Specs will be provided via e-mail.

**Passes:** All names and payment for contracted attendee passes must be received by  **, 2020.**

**Floorplans & Layouts:** Sponsor agrees that it shall submit to Organizer a final floorplan for its Expo Hall booth or other Exhibit / Activation space, which requires FamFest’s unilateral approval. Approval must be granted by **, 2020**, so Sponsor is encouraged to submit plans far in advance of said date;

**Load In & Out:** Sponsors may begin Loading In on or after the date/time noted below, and must be completed by the Completion Deadline. Sponsors may begin loading out on or after the date/time noted below, and must be completed by the Load Out Completion Deadline.

Sponsorship Element Load In Date/Time Completion Deadline

 **2020**, **2020**,

**Registration Method:** Sponsor will register for all complimentary passes using the discount code(s) provided by Organizer. Company contact who will receive registration discount code(s):

**Registration Company Contact:**

**NAME:**

**E-MAIL ADDRESS:**

**Onsite Company Contact:** (in case we need to contact you at the event)

**NAME:**

**MOBILE PHONE:**

**Signatures**

Signed in acceptance by:

**SPONSOR** **FAMFEST GLOBAL LLC**

|  |  |
| --- | --- |
| Signature: | Signature: |
| Name:  | Name:  |
| Title:  | Title:  |
| Date: | Date: |

### APPENDIX 3:

### DESIGNATED POINT OF CONTACT

### FamFest is successful in large part due to the strong partnership that exists with our multitude of Sponsors and Partners. However, as the show grows, it becomes ever-more imperative that communications are streamlined.

### To that end, Organizer and Sponsor shall agree that each will appoint specific individuals who shall act as the dedicated points of contact (“Designated Contact”) between Organizer and Sponsor. Both parties agree that, in the event it must change the Designated Contact, it shall provide prompt written notice to the other party. Both parties shall use reasonable care to ensure that all communications (including requests, questions, complaints, logistics, etc.) shall be relayed to the other party via the Designated Contact only.

### Sponsor hereby authorizes the following persons to act as its Designated Contact for the Event:

###

### NAME:

### EMAIL:

### PHONE:

**Signatures**

Signed in acceptance by:

**SPONSOR** **FAMFEST GLOBAL LLC**

|  |  |
| --- | --- |
| Signature: | Signature: |
| Name:  | Name:  |
| Title:  | Title:  |
| Date: | Date: |

### APPENDIX 4:

**FAMFEST TALENT POLICY**

FamFest’s feature creators and talent are a crucial component of the success of FamFest. We, the Organizers wish to ensure that all participating talent have a safe and exceptionally positive experience at FamFest. We also aim to create an equally safe and fulfilling experience for fans and attendees, as well as FamFest’s sponsors and partners. To that end, we spend a significant amount of time and resources (both human and financial) designing a complex logistical and security apparatus for our Featured Creators (those creators specifically invited to FamFest by Organizer, who have agreed to participate in FamFest programming and events) and other traditional talent (film, television, music stars, etc.) (hereinafter collectively referred to as “**Talent**”)

We understand that many Sponsors desire to work with Talent at FamFest, so we have created this document to address commonly asked questions, as well as issues that may arise on-site at the event. These provisions are designed to ensure that our security and logistical processes are not encumbered, and that expectations are universally clear (and thus met on site).

**Talent Appearing at Event Center, Booths & Activations:** As outlined in the Agreement, Talent is only permitted to appear at Event Center booths or Sponsored Activations if FamFest has been notified and subsequently granted express written approval (for each individual Talent) by. In addition to FamFest’s strict right of approval, please be advised that:

1. Talent may not conduct meet & greets, sign autographs, or otherwise engage directly with fans at Event Center booths. Talent may only appear to perform, be interviewed, etc.
2. Talent will only be allowed to appear at Event Center booths or experiences that are 20x20 or larger, and where a minimum of 40% of the booth/experience space is open and available for fans/crowds.
3. Unapproved Talent may be asked to leave the Expo Hall floor.
4. Approved Talent may be asked to leave (and their performance/appearance shut down), in the event said performance/appearance creates a security issue, including but not limited to crowds that spill outside of Sponsor’s designated booth/experience space.
5. No lines or queues will be permitted in the aisles.
6. Sponsor must ensure that Talent (which they have specifically invited to participate in Sponsor’s booth/Activation) has an appropriate FamFest credentials (e.g. Industry, Creator or Community badge or as otherwise advised by the Organizers). For applicable Talent, FamFest may provide an All Access pass and arrange for security measures to facilitate Talent getting to and from the OC Fair & Event Center booth. Talent may not be given Event Center badges (which designate who is working the Event Center booths and are only used for Sponsor’s employees).
7. No Talent appearances will be permitted in Event Center booths outside of official Event hours.

**Talent in Hospitality Suites:** All Featured Creators and their All Access Guests are permitted entry to the FamFest Hospitality Suites at the OC Fair & Event Center. All other Talent (not already possessing Featured Creator and/or All Access credentials) must access Hospitality suites in the same manner as other invited guests (they will check in at the appropriate location at the OC Fair & Event Center, receive Suite-specific wristband which will grant them access, and wristband will be removed when they leave). Creator, Community and Expo badges will not grant Talent access to Hospitality Suites, absent a properly procured wristband.

**Meetings with Talent (at** OC Fair & Event Center**):** FamFest is selling a limited number of meeting rooms in the OC Fair & Event Center to allow Sponsors to conduct meetings with business partners, including Talent. Sponsors may not meet with Talent: 1) in common areas, not covered by FamFest’s security apparatus; 2) at Event Center booths; 3) in areas where other meeting participants do not have access (i.e., back of house, backstage, green rooms, Featured Creator Lounges, etc.).

**Meeting with Talent (off site):** Sponsors should not schedule meetings with Featured Creators, except using the locations and processes outlined above. Our Featured Creators are asked to use our security services, car service, boat service, etc., which will only provide service to the OC Fair & Event Center and the hotel exclusively reserved for Featured Creators (Feature Creator Hotel). Please do not schedule meetings that will take place at other hotels, restaurants, or other non-official venues. This is for the safety and security of our Featured Creators and their guests.

**Traditional Talent:** If you wish to have non-Featured Creator Talent (film/television stars, musicians, etc.), or Talent who are not designated Featured Creators, you must inform FamFest prior to  and FamFest must specifically approve Talent in each instance. FamFest has the unilateral right to shut down Talent appearances/performances that were not approved by the deadline.

By signing below, I acknowledge that I (on behalf of Sponsor) have received, read and understand the provisions of FamFest’s TALENT POLICY, and agree to abide by said provisions.

|  |  |
| --- | --- |
| **SPONSOR** |  |
| Signature: | Signature: |
| Name:  | Name:  |
| Title: | Title: |
| Date: | Date: |