

VENDOR ONLINE CONTRACT

AGREEMENT

The undersigned VENDOR hereby agrees to lease from Enchanted Mushroom Festival (EMF), a subsidiary of Castro Entertainment Group, LLC (CEG), a vendor booth described in this document, at EMF on May 24th, 25th, 26th of 2024, at Loews Hotel Hollywood, 1755 N. Highland Ave, Los Angeles, CA 90028. The vending company and its representatives agree to abide by the rules, regulations, and guidelines established by EMF of CEG.

TERMS OF PAYMENT

This Contract and payment from Payment Option 1 or Payment Option 2 must be received by CEG to reserve vendor space upon execution of this Agreement. A charge of 50% of the total Vendor Fee will apply for all cancellations made *before April 1, 2024*. Cancellations made *on or after April 1, 2024*, will receive no refund.

It shall be the Vendor's responsibility to ensure that the vendors space(s) specified in this agreement conform(s) to the show's official floor plan and the rules, regulations, and guidelines established by EMF of CEG. If this Agreement and the floor plan do not agree, the finalized floor plan shall govern. Subject to receiving payment as described, the following vendor space(s) is (are) reserved for you at this time by EMF. The Vendor understands and agrees that EMF reserves the authority to reassign exhibit space dimension and location at the show. Spaces confirmed are not transferable.

BOOTH SELECTION & VENDOR FEES

CATEGORY 1 - \$3000 (1) 10x10 booth for 3 day event
*Please review page 4 of this Contract for detailed opportunities.

CATEGORY 2 - \$4500 (1) 10x20 booth for 3 day event
*Please review page 4 of this Contract for detailed opportunities.

CATEGORY 3 - \$6000 (1) 10x20 booth for 3 day event
*Please review page 4 of this Contract for detailed opportunities.

SCHOLARSHIP CATEGORY

Mushroom Village - \$1500 Total Value for 3-day event.

*Please contact vendor@emf.la for detailed opportunities and application qualifications. Scholarship terms to be determined by EMF and agreed upon by both Parties via a separate agreement/contract. Vendor/Product placement to be determined by EMF.

Macro Scholarship:	\$1500 value
Midi Scholarship:	\$1000 value
Micro Scholarship:	\$500 value

VENDOR INFO

Company: _____

Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Website: _____

Please send company blurb, hi-res logo, and social media links to Vendor@emf.la

PAYMENT OPTIONS

By checking the one of the options below, Vendor agrees to the Payment Option.

OPTION 1

PAYMENT IN FULL

Preferential Booth Placement, first come first serve.

Booth placement - contact: vendor@emf.la

See QR codes page 5

OPTION 2

PAYMENT PLANS

Payment options available at <https://pay.emf.la>

EMF Ambassador Name

Print Name

AUTHORIZATION

I am authorized to enter into this agreement on behalf of the exhibiting company. I agree to abide by the rules, regulations and guidelines established by EMF of CEG.

I ACKNOWLEDGE

I have read this Agreement, and EMF of CEG Guidelines for Display, Rules & Regulation.

TERMS AND CONDITIONS

I have read and agree to the all the Terms and Conditions of this Agreement.

EFFECTIVE DATE

This Agreement shall commence upon 1) the Effective Date as written below, 2) the Vendor signing of this Agreement, and 3) the receipt of payment via Payment Option 1 or Payment Option 2.

Print Name



Signature

Effective Date

TERMS AND CONDITIONS

DEFINED TERMS.

The term "Event" means, "Enchanted Mushroom Festival (EMF)". The Event is owned, produced, and managed by EMF and its parent company, Castro Entertainment Group, LLC, a Wyoming Limited Liability Company (CEG).

The term "Vendor" means, collectively, the entity or person that executes this Contract as the "Vendor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns, and/or invitees, as applicable.

The term "Contract" means this agreement (may also be referred to interchangeably as "Agreement"), all amendments, and modifications thereto, and all other materials, documents, rules, and regulations expressly incorporated herein by reference.

CONTRACT ACCEPTANCE.

This Contract shall become binding and effective only when it has been signed by the Vendor, accepted as valid by a duly authorized representative of EMF, and receipt of Payment, whether Option 1 Payment of Option 2 Payment. The final vendor/booth space specifics and/or location may be different from the Vendor's original requests. EMF reserves the right to deny access to any company.

QUALIFICATIONS OF VENDOR.

EMF, in its sole discretion, determines whether a prospective vendor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture or supply products, tools, equipment, supplies, or services. EMF reserves the right to restrict or remove any exhibit which EMF, in its sole discretion, believes to be objectionable, inappropriate, plagiaristic, or against EMF policy.

EMF management reserves the right at any time to refuse rental of vendor space to any company whose display of goods and services is not, in the opinion of EMF management, compatible with the general character and objectives of the Event, or to remove or change vendor booths if it does not align with EMF aesthetic and messaging.

CONTRACT.

Any terms referenced in the Vendor Contract, including all payment terms, are incorporated into these terms and conditions.

CANCELLATION BY VENDOR.

If Vendor cancels this Contract, Vendor may only do so by giving notice thereof in writing sent to EMF at info@emf.la with evidence of receipt. If such written notice is received *on or before March 23, 2024*, then Vendor will remain liable for 50% of the total booth(s) fee(s). If notice of cancellation is received *on or after March 24, 2024*, Vendor will remain liable for 100% for the total booth fee, regardless of when this Contract is executed by Vendor. In addition, Vendor will remain liable for 100% of all fees paid or payable in respect of sponsorships, promotional products, or sponsorships, regardless of this Contract is executed or cancelled by Vendor. These amounts are considered to be liquidated and agreed upon damages, for the injuries EMF will suffer as a result of Vendor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The Parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of the sponsorships, promotional materials, and/or scholarships, in each case at a time when other Parties would be interested in such space, opportunity, and/or products, will cause EMF to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for this Contract as a valid pre-estimate of these damages. The date of the cancellation shall be the date EMF receives the notice. EMF reserves the right to treat Vendors' downsizing of booth space as a cancellation of the original space and purchase of a new booth space. Therefore, EMF may require Vendor to move to a new location.

FORCE MAJEURE.

Due to circumstances beyond the reasonable control of EMF including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), interruption or stoppage of utilities, earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Acts of God, any endemic or pandemic, including, without limitation COVID-19, and any act of any Governmental Authority, including any act relating to any endemics or pandemics, including without limitation, COVID-19 guidance issued by

any applicable Governmental Authority (each, an "Event of Force Majeure"); provided, that none of the foregoing shall excuse any payment obligations of any party under this Agreement. If the Event is cancelled or curtailed because of the occurrence of an Event of Force Majeure, Vendor shall pay to EMF all of the out-of-pocket costs incurred in connection with the cancelled or curtailed Event, including any costs under non-cancellable obligations to which EMF has committed for the Vendor with respect to the Production or Event. If Vendor is unable to uphold its duties for the Event because of an Event of Force Majeure, but EMF is ready, willing and able to perform its obligations hereunder, then Vendor also shall remit to EMF the full amount of the Vendor Fee. Vendor 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.

INSTALLATION & DISMANTLING.

Vendors must comply with the move-in and move-out times indicated provided by EMF. If a Vendor fails to remove a booth and/or products in the allowed time, EMF shall be permitted (at Vendors' sole expense) to remove and place same in a warehouse subject to the Vendor's disposition, and/or to ship to Vendor via common carrier with all charges to follow at no liability to EMF. All vendor booths must remain intact until the event is officially closed.

LIABILITY AND WAIVER SUBROGATION.

EMF of CEG, including the facilities of the Event, EMF parent company, its affiliates, and any of its employees and representatives shall not be responsible for any loss, damage, or injury to person or property that may be suffered by the Vendor or the Vendor's employees, from any cause whatsoever arising out of participation in the Event prior, during, or subsequent to the period covered by this Vendor Contract, excluding that caused by or resulting from the negligence of EMF, including the Event facilities/venue, EMF parent company, its affiliates, its officers, directors, agents, and any of its employees and representatives. Vendor shall indemnify, defend and hold harmless EMF, including the Event facilities/venue, EMF parent company, its affiliates, its officers, directors, agents, and any of its employees and representatives against and from any and all losses, cost, damages, liability or expenses (including attorney's fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Vendor, its employees and agents, or any business invitees of or related to Vendor's occupancy or use of the booth space and any other leased area(s) of EMF. The terms of this provision shall survive the termination or expiration of this Contract. Vendor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. The Vendor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under the Vendor's insurance applications for real and personal property. If requested, the Vendor, as a condition to participation in the Event, shall obtain from its own insurer(s) a waiver of subrogation consistent with this provision.

INSURANCE.

Vendor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out). All such insurance shall be primary of any other valid and collectible insurance of Vendor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Vendor's obligation under this paragraph.

GENERAL LIABILITY INSURANCE.

The limits for bodily injury and property damage combined shall be at least \$1,000,000. Certificates of Insurance stating such limits shall also provide that the policy may not be canceled without 15 days advance written notice to EMF and must be in effect starting with the first move-in day of the Event through the last move-out day of the Event. All property of the Vendor is understood to remain in his/her/their custody and control, in transit to or from the confines of the Event's facilities, subject to the rules and regulations of EMF.

Note: If applicable, EMF requires a Certificate of Insurance (COI) on file for the Vendor company as well as the Vendor-Appointed Contractor (EAC) - if applicable - prior to the Event. Vendors will not be allowed on the vendor floor without a COI or a Waiver of Liability.

VENDOR UPDATES.

If applicable, EMF will provide Vendor information and updates to the designated representative of the Vendor. The designated representative of the Vendor will also receive updates about the Event via, fax, email, or social media messages.

INCORPORATION OF RULES & REGULATIONS.

Any and all matters pertaining to the Event and not specifically covered by terms and condition of this Contract shall be subject to determination by EMF in its sole discretion. EMF may adopt rules or regulation (whether or not included in a Vendor Service Manual (if applicable) or similar document, are an integral part of this Contract and are incorporated herein by reference. Vendor shall observe and abide by additional regulations made by EMF as soon as they are communicated to Vendor. This Contract (including the Vendor Service Manual or similar document (if applicable) and any additional rules or regulations adopted by EMF from time to time) states the entire agreement between the Parties with respect to the subject matter hereof.

GENERAL TERMS & CONDITIONS.

EMF has sole control over show polices. Except as expressly provided in this Contract, all monies paid by Vendor shall be deemed fully earned and non-refundable at the time of payment. Vendor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close a vendor booth and withdraw acceptance of the Contract, EMF in its sole judgement may refuse to consider for participation in future Events a Vendor who violates or fails to abide by the Contract and its accompanying rules and regulation. Any amendment to this Contract must be in writing and signed by an authorized representative of EMF.

ASSUMPTION OF RISKS; RELEASES.

Vendor expressly assumes all risks associated with, resulting from, or arising in connection with Vendor's participation and 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 Vendor, whether caused by negligence, intentional act, accident, act of God or otherwise. Vendor has sole responsibility for its property or any theft, damage or loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by insurer(s). The following; EMF, the Event's facility/venue, EMF parent company, its affiliates, employees, and/or representatives, does not accept responsibility, nor is there a bailment created, for property delivered by or to Vendor. EMF, EMF parent company, its affiliates, employees, and/or representatives nor the Event's facility/venue shall not be liable for, and Vendor 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.

GIVEAWAYS, DRAWINGS & DISTRIBUTION OF GIFTS AND FOOD/BEVERAGE PRODUCTS.

EMF holds the right to restrict or prohibit any contest, promotion, or giveaway that causes blocking or disturbance to other vendor booths or patrons. It is the responsibility of Vendor to notify all winners of any drawings, contest, or giveaway. Upon EMF and Event's facility/venue approval, food and beverage products may be distributed in sample quantities by those Vendors engaged in the processing of these products. Other Vendors wishing to dispense sample foods and/or beverages must conform with the vendor booth facility's regulations and receive approval in advance from EMF.

OUTSIDE VENDOR BOOTHS & HOSPITALITY SUITES.

Vendor is prohibited, without express written approval from EMF, from displaying products/services and/or other advertising material in areas outside its booth space(s) such as, but not limited to, Event/vendor show aisle space, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, exterior areas/grounds, etc., as well as unauthorized facility/venue tours. Vendor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any EMF sponsored activities are being held. All requests for hospitality suite or public function space must be made through EMF. If Vendor cancels or fails to occupy the vendor booth space during official Event hours, EMF

reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Vendor's name. Vendor shall remain liable for the payments made to the hotel.

BOOTH ACCESSIBILITY.

Under Title III of the Americans with Disabilities Act, each Vendor is responsible for making its vendor booth accessible to the disabled and shall indemnify Event management and the Event' facility/venue against failure to do so. Vendors who have constructed, or are planning to construct, multi-level booths must comply with federal law and all state and local fire and safety codes.

FIRE PROTECTION.

No combustible decoration, such as but not limited to crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior or wrapping paper are to be removed from vendor booth floor and must not be stored under tables or behind displays. All decoration and booths must be of flame-proofed materials. Vendor shall be solely responsible for all fire damages and costs.

DAMAGE TO PROPERTY OF OTHERS.

Vendor shall be solely responsible for the cost of any damage to the Event, the Event facilities/venue, official hotels, property of others, and any other claims and cost arising out of Vendor's use of the leased area(s), regardless of how or by whom such damage was caused.

CARE OF BUILDING & EQUIPMENT.

Vendor, and its employees, representatives, or agents must not injure or deface the walls or floors of the buildings, the booths, or the equipment of the booths. When such damage appears, Vendor is liable to the owner of the property so damaged. Nothing will be posted on, tacked, nailed, screwed, taped, or otherwise attached to the columns, walls, floors, ceilings, furniture, or other property of the Event facility/venue.

VIOLATION OF RULES & REGULATIONS.

Violation of this Contract or any rules and regulations governing the Event, including those published in the Vendor Service Manual or similar document, may result in one or more of the following actions taken against the Vendor: 1) the Vendor may be prohibited from vending and representation at the current year's Event and will forfeit all booth payments; 2) the Vendor may be prohibited from any representation or vending from future events. The list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by EMF in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by EMF of any other right, power, or privilege hereunder preclude any other or further exercise of any other right, power, or privilege hereunder.

GOVERNING LAW.

This Contract shall be governed by the laws of the State of California, as applied to contracts entered into and entirely performed with such state. Vendor agrees that the courts located in the exclusive jurisdiction of the State of California shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this Contract or the breach of any provision of this contract. Vendor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in California.

OPEN INVOICES.

Any outstanding invoices over 60 days old will be paid with money collected for any event or service from Vendor.

MEDIATION.

The Parties agree to settle all disputes between them through private mediation before initiating any arbitration, litigation, or other dispute resolution procedure. The disputes which are subject to mediation include without limitation the following: claims regarding the construction, application or performance of services, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation. Any party to the Agreement may initiate mediation through service of written demand in person or by mail. The mediation

session will occur at a time mutually agreed upon by the Parties in consultation with a mutually agreed upon by the Parties in consultation with a mutually selected mediator, though no later than 10 days after the date of service of the initial notice, unless otherwise agreed by the Parties and mediator. Each Party shall bear its own fees and costs for the mediation.

ARBITRATION OF DISPUTES ARISING FROM THIS AGREEMENT.

Any dispute between the Parties regarding construction, application, or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, and disputes regarding fees and/or costs charged under this Agreement shall be submitted to binding arbitration upon the written request of one Party after the service of that request on the other Party. The Parties shall appoint one person to hear and determine the dispute.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the dispute cannot be settled through reasonable negotiation, the Parties agree to attempt in good faith to settle the dispute through mediation, administered by a mediator mutually agreeable to both Parties, before resorting to arbitration. If they do not reach such solution, or an agreed upon mediator cannot be identified, within a period of thirty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration through Signature Resolution, as provided by the laws of the State of California, and not by a lawsuit or resort to court process except as state and federal law provide for judicial review of arbitration proceedings.

Parties shall each have the right of discovery in connection with arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. Each party shall bear its own costs, expenses, attorney's fees, and an equal share of the arbitrators' and administrative fees.

COUNTERPART.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

CONFLICT OF INTEREST | FEDERAL & STATE LAWS.

This Event is strictly an awareness event for plant medicine, the integration of technology, conscious living, healing, health and wellness. EMF of CEG, including the Event facilities/venues and any of their collective representatives, affiliates, employees, successors, heirs, and assigns shall not be responsible and shall not be liable for any and all illegal activities conducted by Vendors, its employees, affiliates, invitees, and representatives (if applicable).

Psilocybin and its derivatives are illegal under California State and Federal Law. Cannabis is illegal under Federal Law. Please be advised that Psilocybin and Cannabis and any and all related Psilocybin and/or Cannabis Businesses are in violation of the Controlled Substance Act, therefore, are illegal under Federal Law.

By signing this Contract and participating in the Event, the Vendor and its company, employees, affiliates, invitees, and representatives release all liability from EMF, its parent company, the Event's facilities/venues, and any of their collective representatives, affiliates, employees, successors, heirs, and assigns from any liability in the reference to the above two (2) paragraphs. Thereby, by signing this Contract, the Vendor, its company, employees, affiliates, invitees, and representatives accept all responsibility and liabilities.



*BY INITIALING HERE, YOU HAVE READ AND UNDERSTOOD THE CONFLICT OF INTEREST AND FEDERAL AND STATE LAWS CLAUSE

EVENT SERVICES

Secured Venue
Power and Booth Accessories not included

CATEGORY 1

- 10x10 Booth space for 3-day event.
- Brand Awareness - customer engagement, community connection
 - Logo placement EMF website and general Social Media flyer
- 1 Announcement on Expo stage per day
- 3 Screen Plays - General logo placement per day
- Booth placement TBD closer to date
- 1 Table and 2 chairs included
- Power/Booth Accessories not included
 - Price TBD and to be paid prior to the event.

CATEGORY 2

- 10x20 Booth space for 3-day event.
- Brand Awareness - customer engagement, community connection
 - Logo placement EMF website and general Social Media flyer
- 2 Announcements on Expo stage per day
- 6 Screen Plays - General logo placement per day
- 4 General Admission WEEKEND Magic Packages
- Booth placement TBD closer to date
- 2 Tables and 2 chairs included
- Power/Booth Accessories not included
 - Price TBD and to be paid prior to the event.

CATEGORY 3

- 10x20 Booth space for 3-day event.
- Premiere Logo placement EMF website and general Social Media flyer
 - Onsite: Prominently displayed on maps and signage around the venue
 - Social Media: Included in EMF stories
- 3 Announcements on Expo stage per day
- 10 Screen Plays - General logo placement throughout event per day
- 1 Social media influencer posts at your booth each day
- 4 General Admission WEEKEND Magic Packages
- 1 Social Media post per week for 2 months following the event.
- Booth placement TBD closer to date
- 2 Tables and 2 chairs included
- Power/Booth Accessories not included
 - Price TBD and to be paid prior to the event.

SCHOLARSHIP CATEGORY

Mushroom Village

*Please contact vendor@emf.la for detailed opportunities. Scholarship terms to be determined and agreed upon by both Parties via a separate agreement/contract.

VENDOR DUTIES | CROSS PROMOTION

For rules, regulations, and logistics, please refer to the Enchanted Mushroom Vendor Service Manual or similar document.

On one hand, Vendor agrees to promote EMF, held on May 24th, 25th, 26th in 2024, on Vendor's social media, and other advertising outlets. On the other hand, EMF shall promote event and Vendor brands.

By participating in this Agreement, the Parties agree that EMF shall have the right to use the likeness, image, logo, and/or name of Vendor for promotional and marketing purposes, including but not limited to advertising, social media, streaming, and public relations efforts related to the services provided herein. Vendor hereby grants EMF a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display the aforementioned materials in connection with the promotion of Vendor's products or services for EMF 2024 event. Vendor acknowledges and agrees that EMF may use such materials without further consent or compensation.

CATEGORY 1 - Shared Vendor promotions

CATEGORY 2 - Shared and Individual Vendor promotions

CATEGORY 3 - Individual Vendor promotions

Please see the following Vendor Promotional Schedule for social media:

Effective Date of Vendor Contract to February 29	• 1 post per week on grid	
February 29 - April 28	• 2-3 posts per week on grid	• 3-5 stories per week
April 29 - May 24-26	• 4-6 posts per week on grid	• 6-10 stories per week

*Subject to change upon EMF discretion.

OPTION 1 - PAYMENT IN FULL

Venmo



Zelle



CashApp



OPTION 2 - PAYMENT PLANS AVAILABLE

<https://pay.emf.la>

Please send an **Executed Copy of this Agreement** along with company blurb, hi-res logo, and social media links to Vendor@emf.la