



Hostess Agreement for Smart Waiver
Independent Fee-Based Agreement

This agreement is between Sisters on the Fly, Inc., 10231 N. 39th Street, Phoenix, Arizona, an Arizona corporation ("SOTF") and the undersigned Event Hostess ("Hostess") for the event listed within this agreement. This agreement is effective today, [date], and expires ten (10) days following the conclusion of the Event unless specifically extended in a writing signed by both parties.

The parties agree to the following **Terms and Conditions**:

1. **Event.** Hostess has met the requirements for an Independently Hosted Event as set forth in the SOTF Hostess Guide which is incorporated herein in its entirety. Hostess agrees to comply with the policies and procedures set forth therein and conduct the event in a manner that is agreeable to SOTF.
2. **Licensing Agreement.** Hostess understands that she has the use of the SOTF intellectual property in association with this event only and only for the period of this event. SOTF agrees to waive the any licensing fee for this event. This term does not apply to any Vendors that Hostess may engage for the event. Each Vendor seeking to use the SOTF Tradename or Trademark is required to execute a separate Licensing Agreement with SOTF. Pursuant to the Licensing Agreement, SOTF reserves all right, title and interest in and to the Trademarks for its own use. Hostess cannot pass or transfer permission to anyone.
3. **Payment.** Hostess agrees to timely remit all fees and monies due and payable, as set forth in the Hostess Guide in a timely manner, including applicable administrative fees.
4. **Insurance.** Hostess acknowledges SOTF's Liability and Accident Insurance coverage as set forth in the Hostess Guide and that Hostess may, on her option, choose to acquire an additional Special Event or Umbrella policy. Hostess agrees to maintain a complete record of the names and liability waivers obtained from all registered participants.
5. **Noncompliance.** Should SOTF, in its sole discretion, determine that Hostess is not in compliance with these Terms and Conditions, it may provide notice to Hostess to cease and desist and require Hostess to refund all fees collected to the participants.
6. **Assignment.** This agreement cannot be assigned by either party and does not inure to party's heirs, successors or assigns.
7. **Entire Agreement and Modification.** This agreement constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties. This agreement replaces any and all prior agreements between the parties.

8. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Arizona. By entering this agreement both parties agree that Jurisdiction over any dispute shall remain and venue shall be proper in Arizona. To that end, Licensee agrees to submit to such jurisdiction.
9. **Dispute Resolution.** Any dispute arising under this Agreement that cannot be resolved by the parties shall be subject first to mediation and, failing the success of mediation to an action in the superior court.
10. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. **Termination.** This agreement automatically terminates upon expiration or upon either party's filing of bankruptcy, becoming insolvent or having a receiver appointed.
12. **Binding Agreement.** Except as provided above, this agreement shall be binding upon the parties, their Boards of Directors, employees and their successors, assigns, heirs and executors.
13. **Notices.** All notices required under this Agreement shall be sent as follows: to SOTF: events@sistersonthefly.com; to Hostess: at the email address in the signature block below.

By: _____

Hostess, _____

Address: _____

Phone: _____ Email: _____