

ISVCon 2013

Presented by the Association of Software Professionals SPONSOR APPLICATION/CONTRACT

September 27-29, 2013 ~ Atlantis Casino Resort Spa ~ Reno, Nevada

- Platinum Sponsor \$4999 - includes up to 8 Full Conference Registrations¹ and 2 Sponsor Tables²
- Gold Sponsor \$2599 - includes up to 4 Full Conference Registrations¹ and 1 Sponsor Table²
- Silver Sponsor \$1299 - includes up to 2 Full Conference Registrations¹ (option to rent Sponsor Table²)
- Sponsor Table \$499 – Optional, for Silver Sponsors Only²
- MISV Sponsor \$599 - includes 1 Full Conference Registration¹

¹ Conference registrations must be completed online by September 1, 2013 and may not be exchanged or transferred

² Sponsor Table requires separate Sponsor Table contract. No charge for Gold & Platinum Sponsors.

Additional sponsorship opportunities listed on last page

Payment:

- Check enclosed for US\$ _____ made payable to Association of Software Professionals
- Fax or Email an invoice (terms NET 15) to: _____

INSTRUCTIONS

1. Please read all pages of this contract carefully and then print or type all information requested.
2. Complete and sign original copy and remit with total due to:

ISVCon 2013
c/o Assoc of Software Professionals
PO Box 1522
Martinsville IN 46151-0522

Make checks payable (in US\$) to: **Association of Software Professionals**

3. Go online to <http://www.isvcon.org/reg-sponsor.php> and complete the free conference registrations included with your sponsorship. You must do this before September 1 or you will lose your free registrations.
4. Company Liaison – if different from the contract signatory below, please include the name, email address, and telephone number for the person in charge of sponsorship to whom communication will be made concerning Sponsor items:

Name of Company Liaison: _____

Email Address: _____

Telephone Number: _____

Enclosed is the full payment and/or billing information to send an invoice for an ISVCon Sponsorship. **Payment is due in full within 15 days of submitting this contract.** Late fees of 1.5% per month will be added to all overdue payments. The undersigned agrees to all of the following provisions, rules, and conditions described on pages 2 and 3: If Sponsor cancels their participation in this conference the monies paid hereunder shall be retained by ASP as described by Section 13 of this Agreement. Sponsor and ASP shall be bound by the terms, conditions, and rules for Sponsorship, which have been received and considered as part of this Agreement.

NAME: _____ TITLE: _____

COMPANY / ORGANIZATION: _____

ADDRESS: _____

CITY STATE ZIP: _____

TELEPHONE: _____ EMAIL: _____

BY: _____ DATE: _____

CONDITIONS AND RULES FOR ISVCON SPONSORS

1. PURPOSE OF CONFERENCE

The Association of Software Professionals (ASP) exists to promote the Independent Software Vendor (ISV) industry, and the try-before-you-buy (shareware) marketing concept. It sponsors ISVCon as one means of accomplishing this goal. The main purpose of this conference is educational.

2. INDEMNITY AND LIMITATION OF LIABILITY

The Association of Software Professionals (ASP) and its officers, agents, or other representatives shall not be held liable for any damage, loss, harm, or injury to the person or property of the Sponsor or any of its visitors, officers, agents, employees, or other representatives resulting from theft, fire, water, accident, or any other cause. The Sponsor shall indemnify, defend and protect the ASP and hold the ASP harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of any kind which allegedly result or arise from any action or failure to act on the part of the Sponsor or its officers, agents, employees or other representatives. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.

3. TIME-SPECIFIC SPONSOR BENEFITS

Certain of your benefits as a Sponsor are contingent on the timing of ASP's receipt of your Sponsorship application and payment. For example, if your application and payment are received: (i) after May 5, you may not be included in the late May ASP mailing; (ii) after July 15, you may not be included in the July ASP mailing; and (iii) after August 23 you may not be included in the conference booklets and/or signage. In all cases, ASP will put forward its best efforts to include a paid Sponsor in the aforementioned benefits, even if its application and payment are received after the aforementioned deadlines; however ASP makes no guarantees regarding inclusion in such cases.

4. CONFERENCE HOURS

The ASP will set specific Official Conference Hours for each day of the conference. These hours will be clearly indicated on the conference schedule and include both conference session times and official conference events. Sponsors and break room vendors may host events involving attendees at any time outside the official conference hours without being in violation of this agreement. Further, the ASP may create a listing of "off-hour" events hosted by sponsors and break room vendors.

5. SPONSOR EVENTS

A Sponsor Event is **not** included in the sponsorship packages described on page one (1). Sponsors who host an event - meal or reception - during the conference are required to receive prior approval and release of the room for the Event from the ASP Conference Manager. Sponsor will then contract directly with Conference location for associated event costs, such as food or beverages. ASP assigns sponsored events on a first come, first served basis, with preference given to those sponsors who return a signed contract for first Platinum, then Gold, and finally Silver Sponsors.

Sponsor events may **not**, under any circumstances, interfere or conflict with any scheduled conference events during the Official Conference Hours, including but not limited to sessions and evening programs.

The ASP reserves the right to limit the number of events that may be hosted by one sponsor, including all of such sponsor's Affiliates. For purposes hereof, the term "Affiliate" shall mean any of the entities each of which are either directly or indirectly owned, or controlled by a sponsor, or are under common control with another entity by virtue of a partnership or joint venture in which the sponsor is a partner or is part of a joint venture.

The ASP also reserves the right, in its sole discretion, to determine if any activity conducted in a Sponsor event or contracted hospitality room is inappropriate. Signage: limited to conditions below.

6. SIGNAGE GUIDELINES

Only sponsors may post signs at the conference location.

For Sponsors who are sponsoring Events: one (1) sign no larger than 36" x 91" (width x height) advertising Sponsor Event(s) may be posted in the designated signage area no earlier than 8 hours prior to the start time of the Sponsor Event. A Sponsor may post additional signs during their hosted event. Signs can be no larger than 36" x 91" , must describe the current Sponsor Event, and be directly adjacent to the event. Sponsors can provide additional signs and promotional materials in the hosted event area during the event.

Sponsors that rent Sponsor Tables may have signage within their table area, and it must follow the rules for signage in the ISVCon Sponsor Table Rental Contract.

No signage may be affixed to the walls or ceiling of the Conference Building. Signage may not advertise events not associated with the Conference program.

Sponsors are responsible for removing all signage upon completion of the event. All sponsor signage must be removed within 2 hours upon completion of the event.

The ASP reserves the right to remove signage that does not conform to signage guidelines.

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7. SPONSOR GIVEAWAY ITEMS

Each fully paid sponsor is authorized to send items that will be included in the conference "Giveaway/Goodie Bag" without limitation. Only sponsors may include items in the Giveaway/Goodie Bag.

If a Sponsor elects to include a compilation of paper sheets or printed materials that include multiple pages as an "item" for the Giveaway/Goodie Bag, the compilation must have all pages stapled together or be otherwise bound together.

All giveaway items must be received at the address below between August 1 and September 20:

**ISVCon 2013
c/o Julie Robertson
2364 Camelot Way
Reno, NV 89509-3808**

Giveaway items received after the cutoff date will be disposed of at the discretion of the ASP.

The ASP, in its sole discretion and judgment, reserves the right to determine if an item is appropriate for inclusion in the Giveaway/Goodie Bag. If in doubt, contact the Conference Manager prior to purchasing your item. If the ASP determines that any item is not appropriate for inclusion in the Giveaway Bag, Sponsor is solely responsible at Sponsor's cost and expense for shipment and return of such item to Sponsor's facility.

Sponsors and Sponsor Table Renters may not distribute any materials in or outside the entrance to session rooms, unless such materials specifically and directly relate to the session scheduled for such rooms.

8. SPONSOR DEADLINES

Sponsors are responsible for getting all materials to the ASP in a timely manner. For this reason we have established deadlines for key items, as follows:

August 31 – Ads for conference book must be received
September 20 – Items for giveaway bag must be received

If a sponsor neglects to meet these deadlines the ASP is neither responsible nor obligated to remind the sponsor.

9. ATTENDEE INFORMATION

On or about October 16, the ASP will provide to Platinum and Silver sponsors a CSV or Excel file that shall contain a list of all attendees that registered to attend ISVCon. Attendees may have the option to "opt-out" of being included in this list at the time of registration.

10. OBSERVANCE OF LAWS

Sponsor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Conference Building. Sponsor accepts full responsibility and liability for compliance with all state and local regulations.

11. CANCELLATIONS OR TERMINATION OF SPONSORSHIP

If because of war, fire, strike, Conference facility construction or renovation project, government regulation, public catastrophe, Act of God, terrorism, or the public enemy or other cause beyond the control of the ASP, the Conference or any part thereof is prevented from being held, or is canceled by the ASP, ASP in its sole discretion shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by ASP. In no case shall the amount of refund by Sponsor exceed the amount of the sponsor fee paid.

12. SPONSOR CANCELLATION

Cancellation of any portion of this Application/Contract by the ASP will be accepted upon the following refund schedule: on or before August 16, 50% of contract; after August 17 no refunds will be given.

13. AGREEMENT TO TERMS, CONDITIONS & RULES

Sponsor agrees to observe and abide by all the Terms, Conditions, and Rules and by such additional Terms, Conditions and Rules made by ASP from time to time for the efficient or safe operation of the Conference, including but not limited to those contained in the contract. In addition to ASP's right to withdraw its acceptance of this Application/Contract, ASP in its sole judgment, may refuse to consider for participation in future conferences Sponsors who violate or fail to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Sponsor and ASP except as set forth in this document. The rights of ASP under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of ASP.

14. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Texas without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. In any action to enforce any right or remedy under this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees, costs, and other expenses of litigation.

CONDITIONS AND RULES FOR ISVCON SPONSORS

ADDITIONAL ITEMS AVAILABLE FOR SPONSORSHIP

Continental Breakfasts, Morning/Afternoon Coffee Breaks

You may wish to have your company provide the daily breakfast and/or session break refreshments for the attendees. You could sponsor the morning breakfast, morning coffee break, or afternoon coffee break, or any combination of those offerings. Morning and afternoon coffee breaks include coffee, tea, soda and water. The afternoon coffee break also includes a snack, which you could choose from the selection available through hotel catering ("Executive Break" package). You may have signage and promotional materials on display on/near the refreshment table, which will be setup in the common Break Room/Sponsor Area. Your breakfast /coffee break sponsorship would also be noted in the conference program. Contact the Sponsor Manager for details: Rich Holler, rich@isvcon.org.

Welcome Reception

Each year the conference begins with a Welcome Reception on the night before the conference begins. As the reception sponsor, you choose the food, beverages, and other items you may wish to host. You may have signage on display, and promotional materials available. Your welcome reception sponsorship would also be noted in the conference program. Contact the Conference Manager for more information.

Other Receptions or Events

Do you have another idea for a reception or event that you feel will benefit the conference? We would love to work with you to bring your ideas to life. As usual, you may have signage and promotional materials available during your event. Contact the Conference Manager with your ideas.

These additional items are available on a first-come, first-served basis. If you are interested in any item, please contact the Sponsor Manager for availability information. There may be additional deadline dates for some of these items or events.

Sponsor Manager

Rich Holler

rich@isvcon.org

PO Box 1522

Martinsville IN 46151-0522