

ISVCon 2013

Presented by the Association of Software Professionals
SPONSOR TABLE RENTAL APPLICATION/CONTRACT
Sponsor Tables ~ September 27-29, 2013
Atlantis Casino Resort Spa ~ Reno, Nevada

- Sponsor Table (\$499 for Silver Sponsors; included for Gold & Platinum Sponsors¹)**
(includes one skirted table with 2 chairs, set up in the Foyer/Break Room area located directly in front of the session rooms)

¹ No charge for Gold & Platinum Sponsors, but contract must be filled out, signed and returned to ISVCon.
(Sponsor Tables are not reserved until contract is received. Platinum Sponsors receive two Sponsor Tables;
Gold Sponsors receive one Sponsor Table).

Payment:

- No payment required for Platinum or Gold Sponsors
 Check enclosed for US\$ _____ made payable to Association of Software Professionals
 Please fax or email an invoice (terms NET 15) to: _____

INSTRUCTIONS

ISVCon and its governing body, the Association of Software Professionals, at its sole discretion, reserves the right to assign Sponsor Table spaces that it deems are in the best interest of the event.

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 registration included with your Sponsor Table Space Rental. You must do this before September 1 or you will lose your free registration.
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 Sponsor Table Space Rental. **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 Exhibitor cancels their participation in the Break Room the monies paid hereunder shall be retained by ASP as described by Section 12 of this Agreement. Exhibitor and ASP shall be bound by the terms, conditions, and rules for Break Room Tables, which have been received and considered as part of this Agreement.

NAME: _____ TITLE: _____

COMPANY / ORGANIZATION: _____

ADDRESS: _____

CITY STATE ZIP: _____

TELEPHONE: _____ EMAIL: _____

BY: _____ DATE: _____

TERMS, CONDITIONS AND RULES FOR SPONSOR TABLES

1. PURPOSE OF SPONSOR TABLE SPACE / EXHIBIT

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, and the break room table staging in conjunction with the educational sessions is a vital element of this educational process.

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 Exhibitor or any of its visitors, officers, agents, employees, or other representatives resulting from theft, fire, water, accident, or any other cause.

The Exhibitor 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 Exhibitor or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability.

3. 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 Exhibitors 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 exhibitors.

4. ASSIGNMENT OF SPONSOR TABLE SPACE

The ASP will assign the Sponsor Table space to the Exhibitor for the period of the Exhibit. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held for future exhibits.

5. EXHIBIT HOURS

ASP will establish exhibit hours and reserves the right to make changes, however such changes will be made as far in advance of the exhibition as possible.

6. USE OF SPONSOR TABLE SPACE

An Exhibitor shall not assign to a third party its right hereunder to the Sponsor Table Space or any portion thereof without the **prior written consent of ASP**, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee.

Exhibitors may **not**, under any circumstances, schedule any event or activity that would interfere or conflict with any scheduled conference event during the official conference hours, including but not limited to sessions and evening programs. Use of microphones, other means of amplification, or any form of audio equipment is strictly prohibited during the event without the prior written consent of the ASP.

7. INSTALLATION AND DISMANTLING

The Exhibitor explicitly agrees that in the event that he or she fails to install his or her products in the Sponsor Table space or fails to remit payment for required space rental at time specified, ASP shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as the ASP may deem proper. In addition the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibits until the Exhibit period is over.

Exhibitors shall clean up all refuse in and around its table at the close of the conference. If ASP is required to clean the area in and around an Exhibitor's space, ASP reserves the right to charge such Exhibitor a cleaning fee of \$250.00

8. FIRE REGULATIONS

Exhibitor's electrical equipment and wiring devices and sockets shall be in good condition and meet all the requirements of the local law.

9. TABLE SPACE EQUIPMENT AND SERVICES

Space rental includes only those items listed on page one (1) of this Contract.

10. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Exhibit Building/Break Room Table Space. Exhibitor accepts full responsibility and liability for compliance with all state and local regulations.

TERMS, CONDITIONS AND RULES FOR SPONSOR TABLES

11. CANCELLATIONS OR TERMINATION OF EXHIBIT

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

12. EXHIBITOR CANCELLATION

Cancellation of any portion of this Application/Contact by the Exhibitor will be accepted upon the following refund schedule: on or before August 16, 50% of contract; after August 17 no refund is available. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total table rental fee irrespective of the reason for the cancellation by the Exhibitor.

13. EXHIBITOR CONDUCT

Exhibitor and its representatives shall conduct themselves in a manner not offensive to standards of decency or good taste. Sponsors and Exhibitors 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.

14. AGREEMENT TO TERMS, CONDITIONS & RULES

Exhibitor agrees to observe and abide by all the foregoing Terms, Rules, and Conditions and by such additional Terms, Rules, and Conditions made by the ASP from time to time for the efficient or safe operation of the Exhibit. In addition to the ASP's right to close an Exhibit and withdraw its acceptance of this Application or Contract, ASP in its sole judgment, may refuse to consider for participation in future exhibits an Exhibitor who violates or fails to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Exhibit 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.

15. 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.

Sponsor Manager

Rich Holler

rich@isvcon.org

PO Box 1522

Martinsville IN 46151-0522