

Sponsorship Contract



make checks payable to...
Ohio Linuxfest Corporation

40 Grace Drive #46
Powell, OH 43065
(614) 943-3733

Open Libre Free
December 2 and 3, 2022
Hilton Downtown Columbus

<https://olfconference.org/>

EMAIL A COPY TO:

The Sponsor hereby submits this contract for sponsorship at the OLF Conference 2022 to Ohio Linuxfest Corporation. (the "Producer") and hereby acknowledges and agrees to the terms and conditions set forth herein and to the rules and regulations set forth in the Terms and Conditions as the same may exist today or as they may hereafter be updated or amended, and to such other rules and regulations as may from time to time be established by the Producer, all of which are incorporated herein by this reference. The Sponsor further agrees that, upon acceptance of this Application by the Producer, this Application shall become a legally binding contract, enforceable against the Sponsor.

SPONSOR INFORMATION

Company Name:

Main Contact:

Name: Title:

Email:

Address:

City: State: Zip: Country:

BILLING CONTACT INFORMATION – if different from above

Company Name:

Name: Title:

Email:

Address:

City: State: Zip: Country:

PAYMENT TERMS

100% of the total amount is the Required Deposit and must accompany all contracts submitted. In the event the Sponsor cancels after November 4,2022 all or part of the Exhibit space contracted for hereunder, the Sponsor shall pay to Producer a cancellation fee equal to 100% of all monies due. Invoice will be sent to the billing email address above. Kindly inform sponsors@ohiolinux.org should you need to pay via purchase order.

EXHIBIT SPACES AND OTHER OPPORTUNITIES

- Premier \$15,000
- Partner \$2,500
- Entrepreneur \$350
- DotOrg \$100
- Other (describe below)

Initials Date

TERMS AND CONDITIONS

1. **Principle Purpose:** The principle purpose of the Event is to stimulate interest in and educate the public about the GNU/Linux Operating System and the Free Software Community, in general (therein 'Principle Purpose'). No sponsor shall engage in any activity inconsistent with this Principle Purpose.
2. **Sub-Leasing:** Sponsor may not sub-let his space, nor any part thereof without the prior, express written consent of The Producer.
3. **Default in Occupancy:** Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space. If not occupied by the time set for completion of installation of displays, or fails to pay the space rental at the times specified, such space may be possessed by the Producer and re-allocated or assigned for such purposes as it may see fit.
4. **Eligible:** The Producer has sole right to determine the eligibility of any company or product for inclusion in the Event.
5. **Insurance:** Producer and its service contractors assume no risk, and by acceptance of this Agreement the Sponsor expressly releases Producer, service contractors and venue of and from any and all liability for personal and property damages, loss of goods by fire, theft, damage or destruction and from any action of any nature by the Producer including damage to his business by reason of failure to provide space for his exhibit, or, failure to hold the Event as scheduled, except as provided herein. Sponsor further agrees to indemnify and hold the Producer harmless from all liability arising from the acts of Sponsor, its employees and agents.
6. **Attendance:** The Producer shall have sole control over admission policies at all times. Each sponsor representative must register for the event and be held equally responsible for upholding the [code of conduct](#) for all attendees.
7. **Sponsor Representatives' Responsibility:** Sponsor agrees to indemnify the Producer against and hold it harmless for any claims arising out of the acts of negligence of Sponsor, his agents or employees, or out of labor disputes.
8. **Failure to Hold Event In Person:** Should any contingency prevent holding of the Event in person, this lease of exhibition table shall terminate, and the Sponsor waives any claim for damages or compensation, and neither party shall have any further obligations as against the other, except that the Producer. Sponsor will be offered to participate in the event with online promotional considerations or defer a prorated portion to be applied to a future in person event. The amount of future credit due to the Sponsor the amounts paid under the Agreement, less a pro rata share of the Producer's actual expenses incurred in connection with said Event. Said pro rata share of the Producer's actual expenses is to be determined on the basis of the sponsorship level chosen by the Sponsor in relation to the number of square feet of floor space assigned to all other sponsors under similar contracts with the Producer. The term Contingency shall include any inability or failure of the Venue to allow the Event to commence as scheduled.
9. **Sponsor items to attendees.** No article containing any product other than the product or material made or processed or used by Sponsor in or as the product or service he sells, may be distributed except by written permission of the Producer.
10. **Bankruptcy, Insolvency, etc:** If the Sponsor should become bankrupt or insolvent or file any debtor's proceedings, or take or have taken against the Sponsor in any Court a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee, or if the Sponsor makes an assignment for the benefit of creditors or petitions or enters into an arrangement or suffers this Agreement to be taken under any writ of execution of attachment, or if, by law or otherwise, this Agreement shall pass to or devolve upon one other than the Sponsor, then, in any one or more such events, the Producer reserves the right and option, at any time prior to the opening of the Trade Show Exhibit, to cancel this Agreement upon giving the Sponsor a five-day written notice; and in such the Producer shall retain as and for liquidated damages the payments made by the Sponsor hereunder.
11. **Amendment to Rules:** Any matter not specifically covered by the preceding rules shall be subject solely to the decision of the Producer. The Producer may amend these rules at any time, and all amendments including the exhibitors' manual so made, shall be binding on Sponsor equally with the foregoing rules and regulations.
12. **Agreement to the Rules:** Sponsor, for himself and his employees, agrees to abide by the foregoing rules and by any amendments that may be put into effect by the Producer.
13. **Compliance of Safety and Public Policy:** The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duty authorized local, state and federal law.
14. **Samples, Souvenirs:** Samples, souvenirs, publications, etc., may be distributed by Sponsor electronically or drop shipped to attendees. Producer will not be responsible for delivery of federal governing bodies concerning fire, safety and health and environmental requirements, together with the rules and regulations of the facility wherein the show is held.
15. **Compliance With Civil Rights Responsibilities:** The exhibitor agrees not to violate any civil rights laws, regulations or ordinances of any federal, state or local governmental body and shall not discriminate against any person on the basis of race, religion, national origin, gender, body-type, sexual orientation, age or disability. Harassment will not be tolerated.
16. **Civil Demeanor:** The exhibitor agrees to refrain from inappropriate language, comments and behavior. This includes, but is not limited to: sexually oriented language and images, unwanted attention, threatening behavior, physical assault.

The undersigned hereby expressly represents and warrants that he/she is duly authorized to execute this binding contract on the behalf of the Sponsor named above and acknowledges that he or she accepts all the terms of this contract.

Name (Printed)

Title

Signature Date

X
