



# 2017 Sponsorship Prospectus

Hosted by PayPal at Town Hall in San Jose

- Promote Your Brand and Product to The Best Engineers?
- Talk to and Recruit High Caliber Engineers?
- Seeking to Collaborate & Network with World Class Talent?

Celebrating its 12th anniversary, Silicon Valley Code Camp is a two-day event. Mark your calendar for October 7 & 8. SVCC attracts the best and brightest of Northern California's technical community: attendees who are top talent, who are motivated to sharpen their skills and learn new ones, and who want to network with their peers. Silicon Valley Code Camp is an event designed by and for the developer community. Notable and top industry leaders present on emerging technologies and trends.

Because of this SVCC offers unique access and sponsorship opportunities. If you are recruiting or looking for visibility for your tech company, Silicon Valley Code Camp is a great way to directly engage with this audience through sessions and in-person conversations.

If you cannot recruit directly at the event, job ads are available on the SVCC website. Last year we had over 57,000 unique visitors; it provides the perfect place to promote technical job openings.

## SVCC Sponsors Reach:

19,000+ past registrants

### Popular YouTube channel

437,172 page views with 57,000+ unique visitors on SVCC's website & blog last year

Many sessions covering technical areas and career development to

## Levels of Sponsorships

Type	Benefits	Cost**
<b>Platinum (Limit 3)</b>	Premium Table Location Multiple Sessions, 1 Session Live Streamed and Recorded Session*	\$11,000
<b>Gold (Large Table)</b>	Full Table, 1 Session Guaranteed	\$5900
<del><b>Gold (Small Table)</b></del>	<del>Small Table, 1 Person at Table, No Sessions guaranteed</del>	<del>\$1900</del> <b>SOLD-OUT</b>
<b>Gold (1 Session Only)</b>	1 Session Guaranteed, No Table at event	\$1900
<b>Silver</b>	Logo Only Sponsorship	\$750

\*Posted to our popular YouTube Channel with over 1200 subscribers and over 40,000 views  
<https://www.youtube.com/c/SiliconValleyCodeCampVideos>

# Silicon Valley Code Camp (SVCC) 2017 Sponsorship Agreement

## Application and Contract for Sponsorship and Exhibit Space

The Company/Division identified below ("Sponsor") applies to Silicon Valley Code Camp ("Organizer") for sponsorship ("Sponsorship") and exhibit space (the "Space") at the "Event" identified above on the terms and conditions of this "Application" plus the "Terms and Conditions of Participation in Event" on the attached pages (collectively, the "Agreement").

\* Please complete all fields of the following form and initial the bottom of each page.

### 1. Contact Information

- Company/Division Name: \_\_\_\_\_
- Primary Contact: \_\_\_\_\_
- Primary Contact Title: \_\_\_\_\_
- Primary Contact Email: \_\_\_\_\_
- Primary Contact Phone: \_\_\_\_\_

### 2. Select Sponsorship Level and Exhibit Opportunities

We understand that sponsorships are assigned on a first come, first served basis and Organizer is not deemed to have accepted the application until it so states. (Sponsorships are non-transferrable and nonrefundable.)

☐ **Platinum (\$11,000)**   ☐ **Gold Full (\$5900)**   ☐ **Gold (\$1900 Session Only)**   ☐ **Silver (\$750)**

\* Only one company represented per sponsor

Initial: \_\_\_\_\_



(Additional 15%, if paying after September 15<sup>th</sup>, 2017)

TOTAL SPONSORSHIP PRICE: \$ \_\_\_\_\_

#### PAYMENT TERMS

The Total Sponsorship Fee is due no later than two (2) weeks after receipt of your signed contract. For applications submitted after 30 days prior to the start of the event, 100% of the Total Sponsorship Fee is due with application. Total Sponsorship Fee shall be paid in United States Dollars. And all prices are good up until 45 days before the event. Any payment made within the 45 days' period, must include an additional fee of 15%.

All fees are deemed fully earned and non-refundable when due, unless Application is denied. Sponsor may not assign or transfer any portion of its interest in this Agreement.

#### CHECK PAYMENTS

Please make check payable to: Silicon Valley Code Camp. Mailed payments must be sent to the attention of Peter Kellner. Failure to do so may result in a lost payment for which Silicon Valley Code Camp will not be responsible.

Payable to:

**Silicon Valley Code Camp**  
Attn: Peter Kellner  
3443 Yuba Avenue  
San Jose, CA 95117

To Make Other Payment & Invoice Arrangements, please contact:

Peter Kellner - (866) 385-4323  
Sponsorship@SiliconValley-Codecamp.com

Note: Prices do not include cost of materials. Contract terms and conditions are available on a separate document.

\* Contact SVCC to reserve sponsorship

Initial: \_\_\_\_\_

For Sponsor

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Silicon Valley Code Camp 2017 Sponsorship Terms and Conditions of Participation in Event

### 1) ACCEPTANCE BY ORGANIZER.

Sponsor's participation in the Event is subject to Organizer's approval. No contract is created until Organizer accepts the Agreement.

The Organizer may at any time and at its sole discretion determine that Sponsor or its product is ineligible. If Sponsor has paid the Total Sponsorship Fee and Organizer withdraws its acceptance, Organizer will refund the paid fees.

Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venues may be modified. Sponsor shall be notified in writing of any such modification.

### 2) ASSIGNMENT AND USE OF SPACE

a) Benefits and License Grant. The Total Sponsorship Fee includes the benefits as specified in the Application. Sponsor grants to Organizer the right to use Sponsor's name, logo, and employees in connection with the promotion and production of the Event.

b) Space Assignment, Use, Installation, Occupancy, and Dismantling. Organizer will provide exhibit space (the "Space") at the Event for Platinum and Gold Sponsors provided they have reserved their space before the deadline. The location and amount of Space provided to Sponsor will be determined by Organizer. The space is for Sponsor's use only, and Sponsor may not assign or sublease any portion of the Space or Sponsorship (including to an affiliated company) without Organizer's prior written consent. Sponsor's activities must be confined within the Space, and must be in support of products or services that are directly related to Sponsor's normal business activities. At the Event, Sponsor may not exchange goods or money without Organizer's prior written consent and Sponsor may not assist any other party in soliciting business without Organizer's prior consent. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable, unsuitable or inconsistent with the goals of the Event. Organizer may reassign the Space or alter Event layout or venue at any time.

c) Own Risk. Sponsor is responsible for all actions of the persons visiting, viewing, or otherwise participating in Sponsor's Space. Sponsor has sole responsibility for any loss of its equipment or proprietary information, or any other loss, including any subrogation claims by its insurer.

d) Third Party Contractors. Organizer may require Sponsor to use designated third-party contractors or event venue employees to provide certain services ("Required Contractors"), and Sponsor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

e) Other Event Payments. Organizer may apply any payments made by Sponsor under this Agreement to any obligation that is past due under any other event-related agreement between Sponsor and Organizer, in which case Organizer will notify Sponsor of such application.

### 3) COMPLIANCE WITH LAWS AND RULES

a) Laws and Rules. Sponsor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including, but not limited to, rules of the venue and any relevant Labor union, construction of the Exhibit in compliance with the Americans with Disabilities Act or its local equivalent (e.g., the California Fair Employment and Housing Act), and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event.

b) Third Party Proprietary Rights. Sponsor agrees that it will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.

c) Taxes and Licenses. Sponsor is solely responsible for obtaining any licenses and permits, and payments of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

### 4) CANCELLATION OR TERMINATION

a) Cancellation. Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to natural or public disaster, wartime, acts of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, organizer may refund at its discretion all or part of fees paid.

b) Termination. Organizer may take possession of the Space and terminate Sponsor's participation in the Event upon Sponsor's failure to meet any obligations under the Agreement, including but not limited to Sponsor's failure to (a) pay for the Space or related services, (b) set up its Exhibit, (c) maintain all exhibited products in good working order, (d) staff the Space fully and in a timely manner, or (e) meet Organizer's standards of conduct (including, but not limited to, engaging in violent, illegal, threatening, or discriminatory conduct). All payments to Organizer are deemed fully earned and non-refundable when due. The amounts due from Sponsor under this Agreement as of the effective date of any termination belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.

### 5) PAYMENT.

Sponsor's payment is due upon the earlier of (i) two (2) weeks from date the Agreement is signed by Sponsor or (ii) immediately if within forty-five (45) days from the start of publicly stated Event date. Payment must be received in full by Organizer before the start of publicly stated Event dates in order to participate or exhibit in Event (unless other arrangements have been made in writing with the organizer). Organizer reserves the right to decline or terminate Company's Agreement if payment is not received within the parameters stated above.

Continue to page 6

Initial: \_\_\_\_\_





Terms and conditions of participation in event continued from page 5

6) ORGANIZER MATERIALS.

All methodologies and planning materials distributed to Sponsor related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Sponsor a nontransferable, nonexclusive license, on an "AS IS" basis to use such Organizer Materials solely in connection with Sponsor's participation in the Event. Upon completion of the Event or earlier termination of this Agreement, Sponsor must promptly return the Organizer Materials to Organizer upon Organizer's written request. Sponsor may use, but may not sell, lists of Event exhibitors or attendees without Organizer's prior written permission.

7) LIMITATION OF LIABILITY; INDEMNITY

a) In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Sponsor for the Space. Under no circumstances will Organizer, its affiliated entities and individuals, or the venue of the Event and its affiliated entities and individuals (the "Event Providers") be liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts of omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits.

b) Organizer is not liable for any errors in any listing or descriptions or for omitting Sponsor from the Event materials demonstrations, or staging's.

c) The Organizer is not liable to Sponsor for any damage, loss, harm, or injury to the person, property, or business of Sponsor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings.

d) Sponsor agrees to defend, indemnify, and hold harmless the Event providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to: (i) Sponsor's construction or maintenance of an unsafe Exhibit, (ii) the negligence or misconduct of Sponsor or its agents, and/or (iii) Sponsor's breach of any commitment made hereunder.

e) Sponsor must maintain proper insurance coverage for its property and liability, and Sponsor represents and warrants that it has obtained adequate insurance of at least USD\$1,000,000 to cover its potential liability hereunder

f) Sponsor agrees to defend, indemnify and hold harmless, Event venue, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Sponsor's use of the property. Sponsor shall be fully responsible to pay for any and all damages to property owned by Event venue, its owners or managers, which results from any act or omission of Sponsor. Sponsor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Sponsor, its agents, employees, and business invitees which arise from or out of the Sponsor's occupancy and use of the exhibition premises, the Event venue or any part thereof.

8) RELEASE.

Sponsor acknowledges that the Event may be recorded or reproduced, and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, perform, display, transmit and distribute in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer in connection with such activity. Sponsor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

9) MISCELLANEOUS.

Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative of Organizer. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its rights or responsibilities hereunder to any other party. Any action arising out of this Agreement or the Event must be brought in the State of California and governed by the laws of the State of California, excluding its conflict of law rules. Company hereby consents to the jurisdiction of such courts. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Sponsor may not assign this Agreement to any other party, including a successor in interest, in the event of a merger or sale of assets, without the prior written consent of Organizer, in which circumstance Sponsor must guarantee performance of the assigned obligations. This Agreement is binding upon the heirs, successors, and permitted assigns of Sponsor. This Agreement will constitute the entire agreement between Sponsor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties.

Initial: \_\_\_\_\_

Date: \_\_\_\_\_