



May 14 - 16, 2018  
Hilton St. Louis at the Ballpark  
1 South Broadway  
Saint Louis, MO 63102

## Sponsorship Agreement

Contact Information	
Sponsoring Company	
Primary Contact Name	
Primary Contact Title	
Primary Contact Email	
Street Address	
City	
State/Province/Region	
Zip/Postal Code	
Phone Number	
Fax Number	

Please complete pages 1 and 2 of this form and scan /email to [perri.lavergne@eclipse-foundation.org](mailto:perri.lavergne@eclipse-foundation.org)



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### SPONSOR PRICING WORKSHEET

Package	Price
<b>Platinum Package</b> - \$19,000	
<b>Gold Package</b> - \$14,000	
<b>Silver Package</b> - \$8,000	
<b>Bronze Package</b> - \$4,000	
<b>Theme Day Sponsor</b> - \$3,000	
<b>Media Sponsor Package</b> – no charge, but acceptance is contingent on our evaluation of your advertising/promotion plan.	
<b>Total A</b>	

Add-on options are subject to availability.

Add-Ons	Unit Price	Quantity	Price
Exclusive reception sponsor	\$4000	2 available	
Exclusive lunch sponsor for a day	\$3000	3 available	
<b>Special Sponsorships</b> Please specify item and price below	<b>Unit Price</b>	<b>Quantity</b>	<b>Price</b>
<b>Total B</b>			

**Total A + B: \$**

#### Additional information:

Exhibitor purchase order number: \_\_\_\_\_  
Please attach a copy of the purchase order to this agreement

When signed by Exhibitor's authorized signatory, this constitutes a binding agreement between the Exhibitor and Show Management, and exhibitor agrees to be bound by the attached FOSS4G NA Terms and Conditions.

Exhibitor authorized signature: \_\_\_\_\_

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

Authorized signatory name (please print): \_\_\_\_\_

Upon receipt of the signed Agreement you will be invoiced for the full amount of the Sponsor Fee. Sponsor Fees are non-refundable. Sponsorships are accepted on a first-come, first-serve basis, so be sure to send in this Agreement with payment promptly. All prices are in USD and payable within the earlier of 30 days or May 11, 2018.



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## FOSS4G NA Terms and Conditions

1. **Show Management** – The words “Show Management” as used here means Eclipse Foundation, Inc., and its committees, agents, suppliers and employees acting for them in the management of the show.
2. **Eligible Exhibits** – Show Management reserves the right to determine the eligibility and compatibility of any company, product or services for inclusion in the show.
3. **Limitation of Liability** – Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save Show Management harmless against all claims, losses or damages to persons or property, government charges or fines and attorney’s fees arising out of or caused by exhibitor’s installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the gross negligence of Show Management. Exhibitor liability includes personal injury caused by exhibitors’ negligence such as water spills or display breakdowns. Notwithstanding Show Management’s provision of show security, Show Management is not responsible for any losses due to theft or pilferage. Exhibitors are urged to maintain comprehensive liability insurance and to insure all exhibit and display materials and personal items against theft and damage.
4. **Installation/Show Hours/Dismantling** – Hours and dates for installation, showing and dismantling shall be as specified by Show Management. Show Management reserves the right to alter show hours in any manner. Exhibitors are liable for all storage and handling charges before opening of show and by conclusion of dismantling period.
5. **Noise and Odor** – No noisy or obstructive work will be permitted during open hours of the show. Noisy displays or exhibits producing odors will not be permitted.
6. **Defacing of Property** – Nothing can be attached or fastened to the conference center walls, floors or columns. Exhibitors are liable for any damage caused by themselves to display equipment, to the building or in any other manner.
7. **Decorator** – Show Management shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed by exhibitors.
8. **Display Boundaries** – All booth contents must be displayed within confines of booth and may not overlap into aisle or neighbor’s booth. To the extent booth contents include or invite activities that by their nature cause obstacles in aisles or neighbors’ booths, at Show Management’s request exhibitor will immediately modify contents until Show Management deems in its sole discretion that such obstacles have been removed. For clarity, Show Management reserves the right to make final decisions regarding all booth displays and heights.
9. **Labor/Carpentry/Erection of Displays** – Exhibitors who use full-time employees of the Exhibitor may deliver, unload and set up their booth contents without utilizing union labor if all freight is hand-carried or pushed on a two-wheel cart. Only non-motorized equipment may be used by the Exhibitor for loading/unloading. If hired help is required, appropriate personnel can be hired through the official contractor. Exhibitors may rent an operator with a hand cart/dolly from the contractor. Hand carts/dollies may not be borrowed. The show contractor will control dock activity during set-up.
10. **Soliciting/Samples/Animals** – Exhibitors shall not solicit business in aisles or booths other than their own. Violators are subject to expulsion at Show Management’s sole discretion. Exhibitor’s representatives wearing distinctive costumes or uniforms, or carrying banners/signs, shall limit their attendance at the show to their own booth. Samples, catalogs, pamphlets, souvenirs, etc. may be distributed by Exhibitor only from the booth. Robots and other mechanical devices may be used only in exhibitor’s booth. Animals are not permitted, unless they support handicapped individuals. Exhibitors may not (a) distribute stickers or decals, or (b) allow food or beverages on the show floor without the prior written consent of Show Management.
11. **Audio/Visual/Photography** – If audio/visual equipment is used, exhibitors agree to comply with Show Management requirements for the operation of the same. In general, all sound devices must be tuned to conversational level and should not be objectionable to neighboring exhibitors. Show Management will make final determination on volumes of audio devices. No music (recorded or live) may be presented by Exhibitor at the show. No photocopy or video reproduction is permitted without the written consent of Show Management. Show Management reserves the right to confiscate any film or digital files used in violation of these regulations.
12. **Flammable Materials/Balloons/Trees** – No flammable fluids, substances or material of any nature, including decorative materials prohibited by national, state or local fire regulations may be used in any booth. Propane and flammable gas may not be used in the exhibit hall. No helium and/or Mylar balloons are permitted on the show floor. Packing boxes and materials cannot be stored behind booths. No combustion engine vehicles are allowed.
13. **Safety Devices** – Exhibitor is responsible for compliance with applicable regulations in the provision and maintenance of safety devices and conditions for the operation of equipment.
14. **Signs/Illumination** – No electric flashing signs or neon signs are permitted in the show. Should the wording or visuals on any sign or area in an Exhibitor’s booth be deemed objectionable by Show Management, the Exhibitor shall make such changes as requested by Show Management. Show Management will not be held liable for any costs associated with such changes. Signs and banners hanging from the exhibit hall ceiling are the sole discretion of Show Management’s decorator.
15. **Default in Occupancy/Cancellation** – Any Exhibitor failing to occupy contracted space remains responsible for payment in full for such space as provided in the signed contract. In the event Exhibitor fails to occupy contracted space within two hours of show opening on the first day, Show Management may possess such space for any use in its sole discretion. Subject to Show Management’s reasonable attempts to notify the original Exhibitor, Show Management reserves the right to re-let such space. Notwithstanding the foregoing, Exhibitor shall be liable for losses incurred by Show Management in such re-letting. Booth rental fees



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forfeited as a result of cancellation or default in occupancy are not transferable to another event or company. Cancelled booth space can be used at the sole discretion of Show Management, including but not limited to rental to another company.

16. **Exhibitor Representatives/Conduct** – Exhibitors' representatives shall be restricted to owners or employees of the Exhibitor. Exhibitor representatives shall wear appropriate badge identification at all times in the show. Exhibitors shall submit to Show Management, at least 30 days prior to show opening, a list of all eligible Exhibitor personnel. Show Management may limit the number of exhibitor representatives working in the booth simultaneously. Badges are the property of Show Management and may not be loaned to other individuals. Exhibitors violating this rule are subject to expulsion and Exhibitor may incur additional penalties. An Exhibitor representative authorized to make binding decisions for Exhibitor shall be available at all times. Show Management, in its sole discretion, reserves the right to expel any Exhibitor personnel who are conducting themselves in a discourteous or improper manner. Show Management will not be held liable for any costs or losses Exhibitor may incur as a result of their personnel's expulsion for improper conduct.
17. **Admittance During Non-Show Hours** – Representatives of Exhibitor will not be permitted to enter the show during non-show hours unless they are (a) building or dismantling displays during appointed work hours; or (b) preparing for the show opening, in which case admittance will be permitted as posted. Exhibitors requiring additional time must obtain necessary passes from Show Management and may be required to pay for additional security.
18. **Attendance** – Show Management has sole discretion over all admission policies at all times.
19. **Re-Location of Exhibits** – Show Management may alter locations, exhibitors, booths, and/or the floor plan in the event Show Management determines such changes are in the best interest of the show.
20. **Sub-Leasing/Sharing Booths** – Exhibitors may not sublet their space, nor any part thereof, nor exhibit, give as a premium or advertise products/services not offered in their own name, except where such products/services are required for the proper demonstration of Exhibitor's display. Exhibitors may not permit representatives from non-exhibiting firms to work in their booths. In the event Exhibitor wishes to share booth space, exhibitors must prior written consent from Show Management. Companies sharing booth space are limited to "one entity or exhibiting company" show privileges.
21. **Rejected Displays** – Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the Rules & Regulations. Show Management reserves the right to reject or prohibit any exhibit in whole or part, or any Exhibitor or his representatives with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or Exhibitor is ejected for violation of these Terms and Conditions, or for any other stated reason, no return of rental fee shall be made.
22. **Exhibitor Representatives Responsibility** – Exhibitor agrees to indemnify the Show Management against and hold harmless for any claims arising from willful or negligent acts of Exhibitor, its agents or employees.
23. **Code of Conduct** – Exhibitor agrees to abide by the code of conduct established for the show, which are available at: <https://2018.foss4g-na.org/code-conduct>.
24. **Amendment and Agreement to Rules** – Any and all matters not specifically covered by these Terms and Conditions shall be subject to the sole discretion of Show Management. These Terms and Conditions may be amended at any time by Show Management. Each exhibitor and its employees and contractors agree to abide by the foregoing Terms and Conditions, and any amendments or additions thereto.