

2016 Evergreen International Conference: Sponsorship/Exhibitor Application & AgreementApril 20-23, 2016 • Sheraton Raleigh Hotel • 421 South Salisbury St. • Raleigh, North Carolina, 27601

Signature Titl	le Date
	tions of this Application & Agreement. I warrant that I bring entity listed above and that all information
*Payment is due thirty (30) days from the date of signate	ture. Paper Checks drawn in USD should be made payable to "Software Freedom Conservancy" and mailed to: Software Freedom Conservancy, Inc. 137 MONTAGUE ST STE 380 Brooklyn, NY 11201-3548
*Payment is due thirty (30) days from the date of signal	Send Invoice request to <accounting@sfconservancy.org></accounting@sfconservancy.org>
Tanya Prokrym State Library/Archives Building Library Development 4640 Mail Service Center	Preferred method of payment receipt is wire transfer. Wire instructions vary depending on country and currency of origin. For wire instructions, email <accounting@sfconservancy.org>.</accounting@sfconservancy.org>
Option 2: Fax form to (919) 733-8748; Attn: Tanya Prok Library Development. Option 3: Mail to:	and royalty-free software. To assist prompt processing of your sponsorship, please save this document as an open office or PDF file and email it to 2016EIC@gmail.com .
Mailing Instructions Option 1: Email form to 2016EIC@gmail.com.	Payment Options The Evergreen Project is a member of the Software Freedor Conservancy which is committed to promoting open source
I would like to purchase additional registration for my booth staff at \$220 per attendee.	ns(s) TOTAL: \$
☐ Early Bird Price of \$750 ☐ Regular Pr (PRICE includes one conference registration)	
Exhibit Space: (6' draped table, 2 chairs, and free I would like to purchase booth(s) at the:	e Wi-Fi) Names and emails of booth attendees
	TOTAL: \$
☐ Breakfast ☐ Breaks ☐ Badges ☐ A/	V
☐ Reception ☐ Keynote ☐ Hackfest	
Sponsorship Function:	
Platinum, Gold, Silver Sponsors <i>only</i> : Will you use the free Exhibit Space?	A/V Recording, Hackfest Sponsors <i>only</i>): No ———————————————————————————————————
☐ Platinum ☐ Gold ☐ Silver ☐ Bro	
Sponsorship Level: (check all that apply)	
City/ State / Zip (Country)	Phone Number:
Street Address	Email Address
Company Name	Contact Name

Corporate Sponsorship Agreement - Terms and Conditions

This Agreement is between the Software Freedom Conservancy (``Conservancy'') and Sponsor. In consideration of the opportunity to participate as a sponsor of the Conference hosted by the Project [as indicated in the attached Price Schedule, incorporated herein by reference] in support of the Conservancy's mission to promote the use, development, and improvement of free and open source software, Sponsor agrees as follows:

SPONSORSHIP BENEFITS: Sponsor will receive the sponsorship benefits listed in the attached Price Schedule.

SPONSORSHIP PAYMENT: Sponsor agrees to make a payment specified in the Price Schedule.

CONSERVANCY EVENTS: Conservancy agrees not to schedule or sponsor any event in connection with the Project including, but not limited to, evening events, during a time that conflicts or overlaps with any official event scheduled during the Conference.

INDEMNITY AND LIMITATION OF LIABILITY: Neither the Conservancy, any co-sponsor, venue provider nor any of their respective officers, employees, facilities, representatives, assigns, nor any volunteer otherwise affiliated with the Project shall be liable for, and Sponsor hereby releases them from, any claims for damage, loss, harm, or injury to the person, property or business of the Sponsor and/or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, accident or any other reason in connection with the Conference. The Sponsor shall indemnify, defend, and protect the Conservancy, its officers, directors, employees, agents, co-sponsors and venue providers harmless from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees, and expenses that result or arise from Sponsor's participation in the Conference or any actions of its officers, agents, employees, or other representatives. Under no circumstance will the Conservancy, any co-sponsor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever, whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall the Conservancy liability, under any circumstance, exceed the amount actually paid to it by the Sponsor. The Conservancy makes no representations or warranties regarding the Conference or its attendance.

OBSERVANCE OF LAWS: Sponsor shall abide by and observe all laws, rules and regulations, and ordinances in the performance of this agreement.

CANCELLATION OR **TERMINATION** BY If for any reason beyond its CONSERVANCY: reasonable control, including but not limited to fire, strike, earthquake, damage, construction or renovation to the display site, government regulation, public catastrophe, act of God, Conservancy shall determine that the Conference or any part will not be held, Conservancy may cancel the Conference or any part thereof. In that event, the Conservancy shall, upon written request by the Company, refund donations made in support of the Conference, after deducting any and all expenses incurred by the Conservancy. In this event, Conservancy will provide an accounting of Conference expenses incurred to all donors.

MISCELLANEOUS

Authority. Each Party represents and warrants that the execution, delivery and compliance with the terms of this Agreement by such Party and consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or other action and the agreements contained herein constitute valid and legally binding obligations and are enforceable in accordance with their terms.

Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Enforceability. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York.

Entire Agreement. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and signed by all parties to this Agreement.