



# Sponsor & Exhibitor Rules

## Sponsor Rules and Regulations

This contract by and between TCCP and the sponsoring company ("Sponsor") hereby applies to the invoice for selected sponsorships in the PA TechCon Symposium & Expo ("Event") to be held on May 1<sup>st</sup>, 2018. The signing of this contract indicates agreement by the Sponsor to comply with the regulations, instructions and conditions of the contract published below with all the conditions under which facilities at The Harrisburg University of Science and Technology are provided to TCCP.

**1. EVENT SITE AND TIME:** The Event will be held on, May 1<sup>st</sup>, 2018, at the Harrisburg University of Science and Technology. TCCP Management reserves the right to make changes to the Event location, hours and dates; however, any such changes will be made known as far in advance of the Event as possible and Sponsors will be notified accordingly.

**2. PAYMENT:** Make all checks payable in U.S. currency to "The Technology Council of Central PA". Credit card payment is accepted. Sponsorship payments should be made according to the following schedule:

- Total balances are due on or before April 15<sup>th</sup>, 2018

This contract becomes binding when signed by the Sponsor and accepted by TCCP.

**3. ELIGIBILITY:** Participation at the Event is limited to those companies that have products and solutions that complement the PA TechCon conference theme. Inclusion in the Event is at the sole discretion of TCCP, which reserves the right to reject or cancel any Sponsor contract (with full refund) at any time, If TCCP Management feels the business nature of that company comes in conflict with the goals of the Event. Please contact TCCP management at: [pattechcon@tccp.org](mailto:pattechcon@tccp.org) for more detailed information regarding this policy.

**4. CONTRACT FOR SPONSORSHIP:** The Contract for Sponsorship shall be considered a binding contract between the two parties and subject to the rules and regulations as set forth by TCCP. By submitting an application for sponsorship, the Sponsor releases TCCP from any and all liabilities to Sponsor, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this event other than liabilities that may arise from the breach of contract or negligence or willful misconduct of Sponsor, its agents, licensees or employees.

**5. CANCELLATION/NON-PAYMENT:** In the event a company needs to relinquish its sponsorship prior to April 15th, 2018, and informs TCCP in writing by this date, said company will only be responsible for 50% of the sponsorship. After April 1<sup>st</sup>, 2018, any sponsorship fees are nonrefundable.

**6. ARRANGEMENT OF LOGOS:** TCCP reserves the right in its sole discretion to make changes in the placement and size (but not content) of any sponsor logo.

**7. USE OF SPONSORSHIP:** Sponsors may not resell, assign or apportion any part of the sponsorship. Sponsors' promotional activities are confined to the actual sponsorship purchased. Distribution or display of promotional material in Hotels or to attendees' hotel sleeping rooms, public areas or technical sessions is strictly prohibited. TCCP also reserves the right to remove, at Sponsor cost, any merchandise or materials deemed by TCCP management as not suitable for the Event.

**8. RESTRICTIONS:** TCCP reserves the right to restrict or prohibit Sponsors which, because of noise, method of operation, or any other reason, are object on able or otherwise detract from or are out of keeping with the character of the Event as a whole.

**9. EXPOSITION BADGES:** Sponsor personnel must wear Event approved identification badges, or another TCCP management

approved form of identification, while at the Event.

**10. CONDUCT OF SPONSOR'S EMPLOYEES:** Sponsor's employees whether full, part-time or temporary personnel hired by the Sponsor, shall conduct themselves in an ethical manner at all times. TCCP management may also ask any persons deemed, in TCCP management's opinion, to be acting in an obstructive manner, or inappropriately dressed for the Event to leave the Event. TCCP assumes no liability for any injury that may occur to visitors to the Event.

**11. INTERPRETATION AND ENFORCEMENT:** These regulations become a part of the contract between the Sponsor and TCCP. TCCP has full power of interpretation and enforcement of these rules and may amend them at any time. Also, the Sponsor agrees to abide by all additional reasonable rules and regulations published from time to time with advanced notice.. Sponsors or their representatives who fail to observe these conditions of contract or who, in the opinion of TCCP, conduct themselves unethically, may be dismissed from participation in the Event without refund or other appeal.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Sponsor, its agents, and representatives shall abide by, conform to, and comply with all applicable laws of the United States, the State of the Event location, and all ordinances of the City of the Event location, including but not limited to all rules and regulations for the government and management of the Event facilities and the requirements of the Police and Fire Departments, and further shall not do, nor allow to be done, anything on the premises during the term of this contract in violation of these rules, laws or ordinances.

**13. OTHER TERMS AND CONDITIONS:** TCCP and the Event facilities reserve the right to remove any of the Sponsor's personnel agents, representatives, independent contractors, invitees or guests who are deemed detrimental to TCCP, the facilities, other Sponsors, or the public. The license granted by this Contract is personal and may not be transferred or assigned without the expressed written consent of TCCP. TCCP shall in no event be liable to the Sponsor in excess of any consideration paid by the Sponsor to TCCP and received by TCCP, for breaches of Contract or conduct by TCCP, by its agents, representatives and independent contractors, whether acting within or out of the scope of their authority by agents, representatives or independent contractors or the conference facilities or by the general public. TCCP shall not be liable for failure to perform its obligations under this Contract due to strikes, riots, acts of God, or any other cause beyond its control. TCCP and the conference facilities shall not be liable for injury of any type from any cause to property of the Sponsor or to persons conducting or otherwise participating in the Event, or liable for the actions of its agents, employees or independent contractors, whether acting within or out of the scope of their authority, and responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or out of the scope of their authority, except when such liabilities, responsibilities or injuries arise from the breach of contract or negligence or willful misconduct of Sponsor, its agents, licensees or employees. There is no other agreement or warranty between the Sponsors and TCCP except as set forth in this contract for Sponsorship. The right of TCCP under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of TCCP. The Sponsor agrees to abide by all rules and regulations published from time to time by, and governing, the Event.

EXCEPT IN MATTERS INVOLVING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

## 14. LISE OF THE TCCP AND THE EVENT NAME:

Participation by a Sponsor in the Event does not entitle the Sponsor to use the name TCCP or the name of the Event without permission of TCCP Management. Participation at the Event does not imply endorsement or approval by TCCP of any product, service or participant and none shall be claimed by a participant.

**15. CONTROLLING LAW AND VENUE:** This contract is made under and shall be governed by the laws of the State of Pennsylvania in all respects, including matters of construction, validity and performance. The parties agree that the forum and venue of any action regarding this Agreement shall lie exclusively in the State and Federal courts sitting in Dauphin County, Pennsylvania.