

The GREEN Expo

SATURDAY and SUNDAY August 7th - 8th, 2010 10am to 6 pm

Carlsbad ~ Poinsettia Park

6600 Hidden Valley Rd., Carlsbad, CA 92011

SPONSOR APPLICATION AND AGREEMENT

Print it – Sign it – Fax it to: (818) 709-7766

SPONSOR APPLICATION

SPONSOR INFORMATION

Sponsor Contact Person Information:

Company _____

Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email Address _____

Website _____

FINANCIAL INFORMATION

Person to who invoices should be sent:

Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email Address _____

Disclaimer: Upon Receipt of funds via check or electronic transfer this agreement is final and binding. The Green Expo is not responsible for sales expectations by the exhibitor involvement. NO refunds or exchanges for another date upon receipt of payment. Weather issues or floods – No Refunds. The Green Expo is not liable for any problems, injury, theft or damages before, during or after the expo. All vehicles and vendors must carry their own liability insurance. The Green expo reserves the right to refuse service to anyone.

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SPONSORSHIP LEVELS

Co Sponsor (\$9,000) _____

Sustainable (\$6,500) _____

The Green Expo Sponsor (\$3,500) _____

Eco Pavilion (\$3,000) _____

Main Food Court (\$2,500) _____

Career Job Fair (\$2,000) _____

Green Education (\$1,500) _____

Workshop (\$1,250) _____

TOTAL SPONSORSHIP FEE \$ _____

Interested in Program Guide Advertising? YES ___ NO ___

Interested in Textbook Cover Advertising? YES ___ NO ___

EXPO SALES AGENT Name _____

METHOD OF PAYMENT

BY POSTAL MAIL:

Make check payable to:
The Green Expo
17939 Chatsworth Street, Suite 166
Granada Hills, CA 91344

BY THE INTERNET:

We accept:-



Name on card _____

Sign and fax to 818 709-7766

Two options for payment: Visit the web site and process yourself or: By signing below you authorize TGE to process payment.

X _____
(Authorized Cardholder Signature)

ACCEPTANCE BY APPLICANT

Upon receipt and acceptance of this application by The Green Expo (TGE), this application shall become a binding Agreement between the Sponsor and TGE. Faxed copies of this Agreement are legal and binding. The Terms and Conditions set forth in this Agreement are hereby incorporated by reference. The Sponsor acknowledges that none of the Sponsorship fee is refundable except as expressly set forth in the Terms and Conditions. By the signature below, the individual signing this Agreement represents and warrants that he or she has read, understood and agrees to abide by the Terms and Conditions of this Agreement and is authorized by the Sponsor to enter into the Agreement, which shall become binding upon acceptance by TGE.

Warning! By signing below, you are entering into a legally binding agreement. I ACCEPT

Electronically Sign _____ Date _____

Optionally create or use Digital Signature _____

Printed Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Email Address _____

Notes:

SPONSOR AGREEMENT TERMS AND CONDITIONS

1. OBSERVANCE OF LAWS

Sponsor shall abide by and observe all laws, rules, regulations (including safety regulations), and ordinances including all rules of *The City of Carlsbad Parks & Recreation* that Sponsor agrees to obtain directly from the *City of Carlsbad Parks & Recreation*. The Sponsor shall construct exhibits to comply with the ADA (American Disability Act).

2. INDEMNITY AND LIMITATION OF LIABILITY

The Sponsor and TGE shall indemnify, defend and protect each other and hold each other harmless from any and all claims, demands, suits, liability damages, losses, costs, attorney's fees and expenses which might result or arise from gross negligence or willful misconduct in connection with either parties' participation in TGE or any actions of its officers, agents, employees, or other representatives, provided that (i) the indemnified party gives prompt notice of the claim to the other party; (ii) the indemnifying party has sole control over the defense of the claim, including any decision to settle; and (iii) the indemnified party provides the other party with all reasonable assistance therein. Except for gross negligence or willful misconduct, neither TGE, Sponsor, any co-Sponsor, convention center or other exhibit space provider, nor any of their officers, agents, employees, facilities, other representatives, or assigns shall be liable for, and are hereby released from, any claims for damage, loss, harm, or injury to the person, property or business of the parties or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the exhibition facility or intermediate staging facilities, accident, or any other reason in connection with TGE or any planning meetings, demonstrations, or staging. TGE shall not be responsible for the security of Sponsor's equipment or its proprietary software or hardware information, and Sponsor shall have full responsibility for any theft or other loss, including any subrogation claims by its insurer. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.

3. RIGHT TO REFUSE

TGE reserves the right to review and reject any application for sponsorship without prejudice.

4. EXHIBITION HOURS

Sponsors will comply with published TGE exhibit hours. TGE reserves the right to change the exhibit hours without prior notice.

Exhibit Times 10am to 6pm

Exhibit Set Up Time 6:00am to 9:30am. Late arrival constitutes a \$100 fee payable before entry. 15 minute parking allowed in loading zone.

Exhibit Take Down Time 6:00pm

5. CONTRACTOR SERVICES INFORMATION

Sponsors are responsible for providing or arranging all necessary labor in transporting, uncrating, erecting, dismantling and re-crating of displays. These services, if desired, may be arranged for with the official conference decorator or carrier. TGE, any co-sponsor or convention center or other exhibit space provider will not be responsible for the performance or any act or omission of these contractors.

6. CANCELLATION OR TERMINATION OF EXHIBITION

If for any reason beyond its reasonable control including, fire, strike, earthquake, damage, construction or renovation to the Exhibition Center, government regulation, public catastrophe, Act of God, or any similar reason, TGE shall determine that the Exhibition or any part may not be held, TGE may cancel the Exhibition or any part thereof. In that event, TGE will refund ten (10) percent of the actual cost of the booth and will refund the said funds within thirty (30) calendar working days after the scheduled event.

7. SPONSORSHIP CANCELLATION

All payments made to TGE under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by TGE. If Sponsor cancels its Sponsorship in the Exhibition TGE may retain payments received from the Sponsor. If Sponsor fails to make any payment described in this Agreement by the due date, TGE may terminate Sponsor's Sponsorship in the Exhibition without further notice and without any obligation to refund previous payments.

8. PAYMENT TERMS

Payment in full is required unless otherwise specified in the "Payment Terms" portion of the Agreement. All amounts not paid when due shall be subject to interest at the rate of eighteen percent (18%) per annum. A fee of thirty-five dollars (\$35.00) will be charged for any returned or canceled check. The Sponsor hereby agrees to pay all collection costs incurred by TGE including without limitation reasonable attorneys' fees, to collect any amounts due hereunder.

9. SPONSOR CONDUCT

Sponsor and all of its representatives shall conduct themselves at all times in accordance with normal standards of decorum, and good taste. TGE reserves the right to eject from the Exhibition any Sponsor or representative violating those standards.

10. LIABILITY

Under no circumstances will any party to this Agreement, any co-sponsor or the convention center or other exhibit space provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not apprised of the possibility or likelihood of such damages or lost profits. In no event shall TGE's liability under any circumstance, exceed the amount actually paid to it by the Sponsor for Sponsorship. TGE makes no representations or warranties including, but not limited to, the number of persons who will attend the Exhibition.

11. CARE OF BUILDING AND EQUIPMENT

Sponsors or their agents may not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. If such damage occurs, the Sponsor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electric wiring must conform with the National Electric Code Safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the Exhibition is located, and of any other government authority maintaining jurisdiction over the convention center that affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit hall. The Sponsor shall also comply with all reasonable requests of officials of the Exhibit hall and TGE with respect to the installation, conduct and disassembly of its Exhibit.

12. TAXES AND LICENSES

Sponsor shall be responsible for obtaining any licenses, permits or approvals under local or state law applicable to its activity at the Exhibition. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with its activities at the Exhibition.

13. NOISE CONTROL

TGE reserves the right to monitor or prohibit the use of any electronic equipment or machinery that it determines, in its sole discretion, is detracting from other exhibits.

14. BOOTH MUSIC

Live or taped music is prohibited as part of an exhibit or display without written permission from an appropriate music licensing source. Sponsor agrees to obtain such written permission. Evidence of such an agreement must be available for TGE upon request. In the event written confirmation cannot be documented the vendor agrees to cease playing the music.

15. LOTTERIES/CONTESTS

The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from TGE Management.

16. SECURITY

Security will be provided to patrol during Exhibition and after Exhibition hours. The exhibit hall must be vacated within one half hour after exposition closing. Sponsors will be allowed to enter the exhibit hall upon presentation of a proper exhibit badge/pass only.

17. RESOLUTION OF DISPUTES

In the event of a dispute or disagreement between: Sponsor and an Official Contractor; or between Sponsor and a Labor Union or Labor Union Representative; or between two or more Sponsors; all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by TGE Management intended to resolve the dispute or disagreement shall be binding on Sponsor.

18. DISPUTE RESOLUTION BETWEEN TGE AND SPONSOR

If a dispute arises out of or relating to any aspect of this Agreement and/or transactions, duties, or obligations to be performed under this Agreement between Sponsor and TGE or the breach thereof, and if the dispute cannot be settled through negotiation, TGE and Sponsor agree to submit such disputes to mediation with a mediator approved by the Parties to the dispute. If the Parties resolve their disputes through mediation, the Parties shall share the mediator's fees evenly but pay their own attorneys' fees and other expenses related to mediation. If mediation fails to resolve all disputes within thirty (30) days after the Parties submit the dispute to a mediator, then either Party may file a court action or request arbitration. The Parties agree that mediation is a pre-condition to filing an action of any kind. The prevailing Party in any action or arbitration relating to transactions contemplated by this Agreement shall be entitled to costs and expenses including reasonable attorneys' fees and the attorney's fees and expenses incurred in connection with mediation that failed to resolve the dispute.

20. AGREEMENT TO TERMS, CONDITIONS AND RULES

Sponsor agrees to observe and abide by the foregoing Terms and Conditions and by such additional terms, conditions, and rules made by TGE from time to time for the efficient and safe operation of the Exhibition. In addition to TGE's right to close a display and withdraw its acceptance of the application, TGE in its sole judgment, may refuse to consider for participation in future Exhibitions a Sponsor who violates or fails to abide by all such terms, conditions, and rules. This Agreement represents the entire Agreement between the Sponsor and TGE concerning the subject matter of this application. TGE is not making any warranties or other agreements except as set forth above. Any amendment to this Agreement must be in writing signed by both parties. The headings used in this Agreement are for organizational purposes only and are not to be used in the interpretation of the substance of this Agreement. The rights of TGE under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of The Green Expo. If any term of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect. This Agreement shall be binding upon the heirs, successors, and assigns of the Sponsor subject to the terms of this Agreement regarding assignment.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. SPONSOR SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Warning! By signing below, you are entering into a legally binding agreement. I ACCEPT

Electronically Sign _____ Date _____

Optionally create or use Digital Signature _____

Electronically Sign _____ Date _____

Optionally create or use Digital Signature _____

Please keep a copy for your records.