



2020 Techfluence Virtual Media Event  
 November 18, 2020  
 Application & Contract

Contact: Barry Myers  
 646.713.9939 | barry@techfluence.us

EXHIBITOR COMPANY NAME WEBSITE

COMPANY ADDRESS (Street, City, State, Zip Code)

EVENT CONTACTS:

Name: Title: Email: Mobile:  
 1.  
 2.

PAYMENT CONTACT: This person will receive the invoice as will Event Contact #1 above.

Name: Title: Email: Mobile:  
 1.

EVENT PACKAGE

Exhibitor Packages

Additional Sponsorships

Use the drop down menu to select any additional sponsorships you would like to include in your event package. To make multiple selections, please select "Multiple Selections" and we will contact you for details.

Live Stream Interview

PAYMENT METHOD (Use check boxes to indicate your method of payment)

Credit Card Check PayPal Wire Transfer

Upon receipt of your signed contract, you will receive an invoice via Freshbooks with remittance instructions specific to your method of payment. If you require a PO # on the invoice, please enter it in the field below.

PO #

On Behalf of _____ Name: _____ Title: _____ Signature: _____ Date: _____	On Behalf of <u>Slingshot Events LLC (dba Techfluence)</u> Name: _____ <u>Barry Myers</u> Title: _____ <u>Founder &amp; President</u> Signature: _____ <u>Barry Myers</u> Date: _____
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Note: This document, when signed by Exhibitor, constitutes a binding legal agreement. Techfluence agrees to review this Application and Contract ("Agreement") and assign virtual exhibit space to Exhibitor, if available, consistent with Techfluence eligibility requirements and policies. Exhibitor agrees that upon acceptance of this Agreement, with or without appropriate payment, it shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. By the signature above, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor. By signing this contract, Exhibitor agrees that they have received, read and agree to the attached Terms and Conditions, incorporated in their entirety herein and expressly made a part of this Agreement. This Application and Contract and the included Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by Techfluence.

## **APPLICATION & CONTRACT TERMS & CONDITIONS**

### **Payment terms:**

\_\_\_\_\_ ("Exhibitor") agrees to pay the contracted amount prior to the commencement of the contracted Event. To reserve programs outlined in this Application and Contract ("Agreement"), a signed version must be submitted to Techfluence ("Event Producer") no later than one week prior to the Event. Payment is due immediately upon signing of this Agreement.

Sponsorships are non-cancelable. Please see section on **Cancellation or Termination of Event**, under *General Terms and Conditions of Agreement* following the sponsorship registration form for details on refunds for canceled events. Event Producer reserves the right to prohibit Exhibitor from participation in the Event if payment is not received in accordance with the general terms and conditions of this Agreement. All materials and participants must be pre-approved by Event Producer.

### **Additional Payment Processing Instructions:**

Upon receipt of this Agreement, Event Producer will send Exhibitor an official invoice for the contracted amount. Please specify if you need additional paperwork completed or will be providing a separate PO# for subsequent invoicing. (Attach documents with contract submission.)

### **General Terms and Conditions of Agreement**

- 1. General Event Information.** Event Producer will manage all components of the event, including, but not limited to, the agenda, speakers, presenting companies, venue format, exhibitor space, signage, attendee policy and ticket sales, photography and video rights, press support, and marketing materials. Event Producer makes no representations or warranties about the number of persons who will attend the conference. Exhibitor agrees to abide by the terms and conditions set forth in this Agreement. Exhibitor grants to getgeeked Media limited use rights to use the Exhibitor's name, trademark and logo in connection with the promotion and production of the contracted Event(s).
- 2. Exhibitor Presentation.** Corporate marketing materials and giveaways are welcome for distribution from the exhibitor virtual exhibit and other areas made available by Event Producer. Exhibitor is responsible for securing any third-party intellectual property rights for media and materials used in Exhibitor's exhibit space. Exhibitor may not assign, sublet or share Exhibitor Packages with other companies. All exhibits, signage and display materials will be subject to the restrictions and guidelines set forth by the Event Producers. All displays will be set up in full prior to the opening of the conference. Exhibitor will maintain the virtual exhibition space for the duration of the event.
- 3. Photography / Video / Recording.** Exhibitor agrees that Event Producer may record, video or photograph any element of the event and authorizes such for promotional purposes.
- 4. Cancellation or Termination of Event.** If the Event, or any part thereof, is prevented from being held or is canceled, Event Producer will reimburse Exhibitor its proportionate balance of the fee paid after deducting non-refundable expenses incurred and reasonable costs incurred to organize the Event. In no case shall the amount of the refund to Exhibitor exceed the amount of the Exhibitor fee paid.
- 5. Indemnity and Limitation of Liability.** Neither Event Producer, nor its officers, agents, contractors, employees or other representatives shall be liable for any damage, loss, harm or injury (i) to Exhibitor's persons or property, (ii) to visitors or guests of the Event, (iii) to the exhibitor space, if they are result of earthquake, fire, theft, or water. Exhibitor shall indemnify, defend, and hold harmless Event Producer and the venue and their respective owners, directors, officers, employees, agents and representatives, from any and all third party claims, demands, suits, liability, damages, loss, costs, attorneys fees and expenses of any kind which might result or arise from gross negligence or willful misconduct related to this Agreement on the part of the Exhibitor or its officers, agents, employees or other representatives or breach of this Agreement. Event Producer will not be responsible for the security of Exhibitor's Partners, proprietary information or exhibit materials. Under no circumstances will Event Producer, its agents, affiliates, employees or directors be liable for lost profits or other indirect, incidental, consequential or exemplary damages in connection with the conference. Excluding indemnification obligations, in no event will Event Producer's liability exceed the value of the fee paid by Exhibitor.
- 6. Observance of Laws and Regulations.** Exhibitor will abide by and observe any laws, rules, regulations and ordinances, and all rules and regulations of Event Producer in connection with its participation in the Event(s) as may be set forth from time to time.
- 7. Warranty.** Except as expressly set forth in this Agreement, Event Producer disclaims any and all other warranties, express or implied. The rights of Event Producer under this Agreement will not be deemed waived except as specifically stated in writing and signed by an authorized representative of Event Producer.
- 8. Entire Agreement.** This Agreement will be governed by the laws of the state of New York. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and this Agreement may not be modified or terminated except by mutual written agreement.

Initial Here

Please return completed Agreement to [barry@techfluence.us](mailto:barry@techfluence.us)