SPONSORSHIP

Connect with IT Professionals from the region at the 6th Annual Open Source Conference presented by Utah Open Source.

OpenWest Conference
May 2nd - 4th
Orem, Utah
http://openwest.org
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* Media Sponsorship available only to major publications. AV sponsorship requires Audio / Video recording of conference sessions. Please contact for more information.

sponsorthip@openwest.org or 801.613.8867
OpenWest 2013: May 2nd - 4th, Orem, Utah
Please print your Company name as it should appear in marketing materials for this event

PRIMARY CONTACT INFORMATION

Name: ____________________________________
Email: ____________________________________
Company: __________________________________
Phone: ______________ Fax: ______________
Address: __________________________________
City: ___________________________
State: _________________ Zip Code: __________

BILLING INFORMATION

Name: ____________________________________
Email: ____________________________________
Company: __________________________________
Phone: ______________ Fax: ______________
Address: __________________________________
City: ___________________________
State: _________________ Zip Code: __________

SPONSOR PACKAGE (please circle if desired):

- PLATINUM-$4000
- GOLD-$3500
- SILVER-$2200
- BRONZE-$1000
- Media-$2200*
- Community-$0***
- A/V SPONSORSHIP-$2000

ADDITIONAL MARKETING OPPORTUNITIES (please circle if desired):

- 1/4 PAGE ADVERT-$500
- TSHIRT SPONSORSHIP-$1000
- BAG SPONSORSHIP-$1000
- LANYARD SPONSORSHIP-$1000
- Banner+Flier-$500

PAYMENT TYPE:

□ Company check (Please make check payable to UTOS) □ Paypal (paypal@utos.org)
□ Visa □ MasterCard □ AmEx □ Purchase Order □ Over Phone (801.613.8867)

Account number: _____________________________ Exp. Date ____________ CCV ______
Cardholder Name: _______________________________________________
Cardholder’s Signature: ___________________________________________
Total Amount Due: _______________________________________________

SUBMITTING FORM:

Forms may be submitted via:
mail: 1704 South Main, Orem, Utah 84058
fax: 801-701-9924
email: sponsorship@utos.org
Federal W9 form available on request to sponsorship@utos.org

* Media Sponsorship available only to major publications.
** A/V sponsorship requires Audio / Video recording of conference sessions.
*** Community sponsors are technology-based non-profit organizations and are subject to review.
UTAH OPEN SOURCE SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into between (your company’s name), a ______ corporation (“Sponsor”) and Utah Open Source, a Utah nonprofit corporation (“UTOS”), as of the ______ day of ______, 2013 (the “Effective Date”).

SPONSORSHIP RIGHTS. UTOS grants to Sponsor a Sponsorship for to the Utah Open Source Conference for 2013 (the “Event”).

SPONSORSHIP BENEFITS. UTOS agrees, subject to the provisions of this Agreement, to provide to Sponsor the benefits described in Exhibit A attached hereto and made a part hereof.

FEE. In consideration of the grant by UTOS to Sponsor of the Sponsorship rights hereunder, Sponsor agrees to pay the sponsorship fee no later than ten (10) days following the later to occur of the mutual execution of this Agreement and Sponsor’s receipt of an invoice.

TERM. This Agreement shall begin on the Effective Date and shall continue through May 4, 2013.

CANCELLATION BY SPONSOR. All payments made to UTOS or agreed to under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by UTOS and UTOS’s lost or deferred opportunity to provide sponsorship opportunities to others. Cancellation notices must be in writing and sent to sponsorship@utos.org.

OBSERVANCE OF LAWS AND RULES. Sponsor agrees to observe and abide by all laws, rules and regulations, and ordinances in connection with this Agreement and the rules of any Event to which Sponsor may be invited to participate from time to time as a result of being a Sponsor.

LICENSE. Sponsor grants to UTOS the non-exclusive, non-transferable right to use trademarks, trade names, service marks or logos owned by it (“Sponsor Marks”) in connection with the Event(s) and any activities or promotions reasonably incidental thereto. UTOS hereby renounces ownership of and assigns to Sponsor any goodwill that accrues as the result of the use of Sponsor Marks.

REPRESENTATIONS AND WARRANTIES. Sponsor represents and warrants to UTOS that: (i) Sponsor has the full right, power and authority to enter into this Agreement; and (ii) the distribution or use of any products or materials provided by Sponsor will not violate the rights of any third party including, without limitation, copyrights, trademarks, patents, and other intellectual property rights of any third party. UTOS represents and warrants to Sponsor that: (i) UTOS has the full right, power and authority to enter into this Agreement; and (ii) the use of any materials prepared by UTOS (other than by way of incorporation of any Sponsor provided materials) will not violate the rights of any third party including, without limitation, copyrights, trademarks, patents, and other intellectual property rights of any third party.

INDEMNIFICATION. Neither UTOS, any co-sponsor, facility provider nor any of their respective officers, agents, employees, contractors, facilities, representatives or assigns shall be liable for, and Sponsor hereby releases them from, any claims for damage, loss, expense, harm, or injury or death to the person, property or business of the Sponsor and/or any of its visitors, officers, agents, employees, contractors, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the facility, uncontrollable events, third parties, accident or any other reason in connection with any Event. The Sponsor hereby indemnifies, and shall defend, and protect UTOS and hold UTOS, any co-sponsor and venue provider harmless from any and all claims, demands, suits, liability, damages, losses, costs, attorney’s fees, and expenses which might result or arise from Sponsor’s participation at an Event or any actions of Sponsor’s officers, agents, employees, contractors, or other representatives.

LIMITATION OF LIABILITY. In no event shall either party or its respective affiliates be liable for any consequential, punitive, indirect, incidental, reliance, or special damages, whether or not such party has been advised of the possibility thereof. In no event shall UTOS’S LIABILITY, UNDER ANY CIRCUMSTANCE, EXCEED THE AMOUNT ACTUALLY PAID TO IT BY THE SPONSOR. UTOS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE NUMBER OR IDENTITY OF PERSONS WHO WILL ATTEND ANY EVENT.

MODIFICATIONS. Any waiver, discharge, amendment or other modification of any provision of this Agreement will be valid and effective only if it is evidenced by a writing signed by both parties to this Agreement.

NO JOINT VENTURE. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Sponsor and UTOS. Neither party shall have any right to obligate or bind the other party in any manner whatsoever except as provided herein.

ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign its rights and/or duties under this Agreement to any affiliate or successor entity in connection with a merger, reorganization or other corporate restructuring.

GOVERNING LAW. This Agreement shall be construed and interpreted pursuant to the laws of the State of Utah without regard to its conflict of law principles.

SURVIVAL. Anything to the contrary notwithstanding, the representations, warranties and indemnities provided for in this Agreement shall survive the execution and performance and any termination or expiration of this Agreement.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements.

Utah Open Source
Victor Villa
Executive Director

Your Company Name: ____________________________
By: _______________________________________
Name: _____________________________________
Title ______________________________________