

USGIF 2024 Events Sponsorship Application

APPLICATION & CONTRACT

A copy of this application will be returned to you after it has been accepted by the United States Geospatial Intelligence Foundation and a sponsorship has been assigned. At that point, this application, together with the terms and conditions set forth on the following pages, will become a legally binding contract between you and the United States Geospatial Intelligence Foundation.

PAYMENT INFORMATION

Please select your preferred payment method below. As part of the confirmation process, USGIF will send an invoice to the email address listed below. If a PO is issued, please list it below and USGIF can include it on the invoice. If paying by credit card, a receipt will be generated and sent to the email address listed below. If a PO is issued, the standard, pre-printed terms and conditions, if any, on the PO will have no legal effects and will not be binding by USGIF.

- EFT
- Check (Please make all payments payable to USGIF in U.S. funds.)
- PO # _____
- Credit Card (Credit card payments require a 3% administrative fee for amounts \$1,000 or higher)
- VISA MasterCard AMEX Credit Card # _____ Exp _____ CW _____

Print Name (as it appears on card) _____

Billing Address (where statement is sent) _____

City _____ State _____ ZIP _____

Phone _____ Email _____

Card Holder's Signature _____ Date _____

The card holder's signature indicates that (1) the issuer of the card identified above is authorized by the cardholder to pay the total due as shown on this application, (2) that the card holder promises to pay such amount subject to and in accordance with the agreement governing the use of such card, and (3) the United States Geospatial Intelligence Foundation is authorized to charge the credit card number listed above for the listed amount.

Total Due (from previous page): _____

Please add the 3% Administrative Fee (only if paying by credit card and the amount is \$1,000 or more): _____

Total amount to be charged to card: _____

AUTHORIZED SIGNATURE

Authorized Signature _____ Date _____

(This application, including all terms and conditions, only becomes a binding contract once it is received and accepted by USGIF. By signing above, the individual signing this application represents and warrants that he/she is duly authorized to execute binding contracts on behalf of the above listed organization.)

FOR USGIF USE ONLY

Event(s) and Sponsorship(s) Assigned _____

Date Issued _____ Accepted on behalf of USGIF by _____

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TERMS AND CONDITIONS

1. Contract for Sponsorship. This application for sponsorship (when signed by The United States Geospatial Intelligence Foundation and upon return of a signed copy to you with notice of sponsorship acceptance) constitutes a contract for the right of sponsorship. The United States Geospatial Intelligence Foundation from this point forward will be referred to as USGIF.

By submitting an application for sponsorship, the applicant releases USGIF and official show contractors and their respective affiliates, employees, officers, mortgagors and contractors (the "Indemnitees") from any and all liabilities to applicant, its agents, contractors, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this event. Acceptance of an application does not imply endorsement by USGIF of the applicant's products, nor does rejection imply lack of merit of product or manufacturer. USGIF, at its sole discretion has the right to determine eligibility of any company or product for inclusion in the event and retains the right to rescind the contract within 30 days if the sponsorship is deemed to be contrary to the best interests of the event. Upon such rescission, USGIF's sole obligation will be to refund sponsorship contributions paid and received by USGIF, as provided in Paragraph 7, except sponsor will receive no refund in the event of sponsor's breach or repudiation of these terms and conditions. Without obligation to sponsor (including, without limitation, any obligation to adjust the sponsorship contribution or compensate sponsor for relocation costs), USGIF, at its sole discretion has the right to move any sponsor's location in the event hall for any reason.

2. Use of Sponsorship Privileges. No sponsor may represent, advertise, or distribute literature for the products or services of any other firm or individual except as expressly approved in writing by USGIF. The purposes of the literature and giveaways are to inform and educate the community regarding characteristics and uses of the products.

3. Proper Attire and Conduct. Sponsor's representatives' manner or appearance and dress must be conservative and professional at all times during the event. USGIF, at its sole discretion, may ban any sponsor representative or attendee from the event due to a breach of this rule.

4. Damage to Property. Sponsor is liable for any damage or loss to any physical or intellectual property (including, without limitation, that of USGIF, or any other sponsor) caused by sponsor or its agents, contractors, licensees, invitees or employees.

5. Attendance. USGIF, at its sole discretion, shall have control over admission policies at all times.

6. Failure to Hold Event. Should anything prevent holding of the event, this agreement shall terminate, and the sponsor waives any claim for damages or compensation, and neither party shall have any further obligation to the other, except that USGIF shall refund to the sponsor the amounts paid under this agreement, less a pro rata share of USGIF's actual expenses incurred in connection with the event. The pro rata share of USGIF's actual expenses is to be determined on the basis of the amount of the sponsor's contribution in relation to the total contributions of all other sponsors at the event under similar contracts with USGIF.

CANCELLATION

When the United States Geospatial Intelligence Foundation has accepted this application, it and the terms and conditions set forth above become a legally binding contract. Due to the short time frame for planning, no refunds will be given.

7. Sponsor Representative's Responsibility/Indemnity. In addition to any other obligations of sponsor, sponsor shall indemnify, defend and hold harmless USGIF, its executives, agents, sponsors, and employees ("the Indemnitees") and any governmental entity for all actions, claims, demands, liability, damages, settlements, fines, penalties or costs (including, but not limited to, reasonable attorney's fees) arising or resulting from sponsor's, or its agents', contractors', licensees', invitees or employees', activities or presence at the event (including, without limitation, those resulting from sponsor's breach of these terms and conditions or its failure to comply with the contract with any applicable laws, or USGIF instructions), and including, without limitation, the injury, death, or damage to the property, of any person (including, without limitation, sponsor's employees) and damages (except as expressly provided otherwise in these terms and conditions) to sponsor's business, whether or not resulting in whole or in part from the negligence of any person (except the sole negligence of USGIF) or from any defect in any premises or products.

USGIF assumes no risk, and by acceptance of this agreement, the Sponsor expressly releases the Indemnitees/or any and all governmental authorities.

8. Interpretation and Enforcement. All matters in question not covered by this agreement are subject to the decision of USGIF and all decisions so made shall be binding on all parties affected by them as by the original regulations.

9. Security. The provision of any security service may not be construed as an assumption of obligation or duty by USGIF with respect to the protection of the sponsor's property. Sponsor releases the Indemnitees for any loss, damage, theft or destruction of sponsor's property, and further shall indemnify and defend the Indemnitees from any liabilities resulting from any such loss, damage, theft or destruction of sponsor's property or that of any other sponsor.

10. Use of the USGIF Logo. Sponsor acknowledges and agrees that the "United States Geospatial Intelligence Foundation (USGIF)" name and USGIF's logos and trademarks are the exclusive property of USGIF and may not be used by a sponsor unless, and to the extent, expressly provided in a separate written agreement with USGIF. Nothing contained in this contract gives sponsor any right to use such name, logos or trademarks including, but not limited to, any right to use in connection with sponsor's advertising, products or services. Any unauthorized use of such name, logos or trademarks constitutes a breach of this contract and, in addition to any other remedies available to USGIF at law or in equity, USGIF may terminate this contract without obligation to refund any contributions paid by sponsor.

11. PAYMENT & CANCELLATION POLICY. Sponsors must submit cancellations in writing to USGIF. Due to the short planning period, no refunds will be given.

In the event that an organization cancels all or part of its participation or sponsorship the organization must do so in writing and will be obligated to pay the United States Geospatial Intelligence Foundation the total cost for the contracted sponsorship(s).