



# Sponsorship Application

## This application is for: **Recycle Bins Sponsorship (3)**

Everybody recycles at a Green Technology event and your company logo can be prominently displayed on the numerous recycling stations scattered throughout the Summit venue.

### **BENEFITS:**

#### Onsite:

- Your logo prominently displayed on every Recycle Bin at the Summit.

#### Program Guide:

- Logo and company profile in Sponsor Section of Summit Program Guide

#### Web Site:

- Logo on the home page of the Summit web with links to your web site
- Logo and company profile on the Sponsors/Exhibitors pages of the Green CA Summit web site.

**Price: \$3,500 for a sponsorship**  
(Subject to availability)

This constitutes an agreement between the event producer Green Technology (herein referred to as GREEN TECHNOLOGY) and the sponsor and becomes a legal and binding contract upon its acceptance. Rates and general information which are included on this form constitute a part of the contract.

**Recycle Bin Sponsor Information (\$3,500)**

Company: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Web Site: \_\_\_\_\_  
Email: \_\_\_\_\_

**Make checks payable to:** Green Technology (Reference "GCS09" on check.)  
263 West Mountain Street, Suite 105, Pasadena, CA 91103 Ph (626) 577-5700 - Fax (323) 328-1755  
**Financial Information for POs or Checks** (person to whom invoices should be sent)

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
PO Number (if required) \_\_\_\_\_

|  |                      |
|--|----------------------|
| <b>Payment by Credit Card</b>  |                      |
| Credit Card Account # _____  | Exp Date _____       |
| (Check One) Amex _____ M/C _____ Visa _____ Security Code _____ (3 digits MC/Visa-4 digits Amex) |                      |
| Name on Card _____   | Amount Charged _____ |
| Billing Address (if different than above) : _____  |                      |
| City/State/Zip: _____  |                      |
| Authorized Signature: <b>X</b> _____   |                      |

**Acceptance of Applicant**

Upon acceptance of this application by Green Technology (GREEN TECHNOLOGY), this application shall become a binding agreement between the sponsor and GREEN TECHNOLOGY. Faxed copies of this contract are legal and binding. The sponsor acknowledges that none of the sponsor investment is refundable unless otherwise stated in the terms and Conditions to the GREEN TECHNOLOGY Sponsorship Application.

Sponsor Signature: **X** \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

## **INSTRUCTIONS**

Please read this application carefully, print or type all information requested and sign in the space provided.

Return the signed application and initial the second page

Payment to: Green Technology (GREEN TECHNOLOGY) 236 West Mountain Street, Suite 105, Pasadena, CA 91103

Reference: "GCS09"

## **TERMS OF AGREEMENT/CONTRACTUAL RULES**

### **1. INDEMNITY AND LIMITATION OF LIABILITY**

Except for negligence or willful misconduct, neither GREEN TECHNOLOGY, sponsor, any co-sponsor, meeting facility, 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 the Summit or any planning meeting, demonstrations, or stagings. The Sponsor and GREEN TECHNOLOGY (as the "Indemnifying Parties") shall indemnify, defend, protect and hold the other (the "Indemnified party"), their officers, directors, agents, and employees, harmless from: any and all third-party claims, demands, suits brought or threatened; damages, losses, costs, reasonable attorneys' fees and expenses which result or arise from negligence or willful misconduct in connection with the Indemnifying Party's participation in the Summit, provided that (1) 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. GREEN TECHNOLOGY 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.

### **2. RIGHT TO REFUSE**

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

### **3. CANCELLATION OR TERMINATION OF EVENT**

If for any reason beyond its reasonable control, including fire, strike, earthquake, damage, construction or renovation to the Meeting Facility, government regulation, public catastrophe, Act of God, any similar reason, Green Technology shall determine that the Summit or any part may not be held, GREEN TECHNOLOGY may cancel the Summit or any part. In that event, GREEN TECHNOLOGY and Sponsor shall mutually determine the refund to the Sponsor for its share of the balance of the aggregate fees which remain after deducting all expenses incurred by GREEN TECHNOLOGY.

### **4. SPONSOR CANCELLATION**

If Sponsor cancels its sponsorship, all payments made to GREEN TECHNOLOGY under this application shall be deemed fully earned and nonrefundable in consideration for expenses incurred by Green technology and GREEN TECHNOLOGY's lost or deferred opportunity to provide sponsorships to others.

### **5. LIABILITY**

Under no circumstances will any party to this agreement, any co-sponsor or the Meeting Facility or to their 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 Under no circumstances shall GREEN TECHNOLOGY's or Sponsor's liability exceed the amount actually paid by the Sponsor for the sponsorship opportunity. GREEN TECHNOLOGY makes no representations or warranties, including, but not limited to the number of persons who will attend the Summit.

**6. AGREEMENTS 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 Green Technology, and made known to the Sponsor, from time to time for the efficient and safe operation of the Summit. In addition to Green Technology's right to cancel sponsorship and withdraw its acceptance of the application, GREEN TECHNOLOGY in its sole judgment, may refuse to consider for participation in future events a Sponsor who violates or fails to abide by all such terms, conditions and rules. This application represents the entire agreement between the Sponsor and GREEN TECHNOLOGY concerning the subject matter of this application. GREEN TECHNOLOGY is not making any warranties or other agreement except as set forth above. Any amendment to this contract must be in writing, signed by GREEN TECHNOLOGY. The headings used in this agreement are for organization purposes only and are not to be used in the interpretation of the substance of this agreement. The rights of GREEN TECHNOLOGY under this agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of GREEN TECHNOLOGY. 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 the agreement regarding assignment.

**Initials** \_\_\_\_\_

Revised 12/22/08