



Setting the Standard for Automation™

# ISA EXPO 2007 Sponsorship Opportunities Contract

### 1. Sponsor Information

Please type or print clearly:

Sponsoring Company: \_\_\_\_\_ Booth #: \_\_\_\_\_  
 Street Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Company Web site: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact's E-mail address: \_\_\_\_\_

Contract terms and conditions are on the reverse of this page and are incorporated by reference into this contract. By executing this agreement, Sponsor agrees to be bound thereby as if same had been set forth fully herein.

Authorized Signature: \_\_\_\_\_ Position: \_\_\_\_\_

### 2. Sponsorship Opportunity Selection(s)

Description	Quantity	Price
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
		<b>TOTAL \$ _____</b>

### 3. Payment Information

Payment in US currency only.

- Make checks payable to ISA and mail with this application to PO Box 3561, Durham, NC 27702 USA.
- Funds may be wired to: SunTrust Bank, ABA061000104; Account #1126294. International Wire Swift/BIC routing address is SNTRUS3A\*  
\*Please note: The bank charges a fee for this type of transfer which must be included with your payment.
- To pay by credit card complete the following: (check one)  VISA  MasterCard  American Express  Discover

Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Card Holder's Name: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_

Sponsorship is not confirmed until full payment is received.

**See enclosed Terms and Conditions. Please fax signed contract to (919) 990-9356 and mail original copy with payment to the PO Box given above. Please retain a copy for your files.**

### 4. Will we be working with your advertising or public relations agency?

 Yes  No

Agency Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip/Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Fax completed form to: Melissa Rhyne  
 Exhibit Services  
 Phone: (919) 990-9211  
 Fax: (919) 990-9356

# ISA EXPO 2007 Sponsorship Opportunities

## CONTRACT TERMS AND CONDITIONS

### 1. CONFERENCE AND EXHIBITION.

ISA EXPO 2007 is an integral part of ISA's educational program. It provides an opportunity for all persons concerned with advancing the science and technology of instrumentation, systems, and automation to discuss and learn about current concepts, equipment, and related services and applications through presentations, displays, demonstrations, and other means.

### 2. SPONSORSHIP OPPORTUNITIES.

ISA has identified a series of sponsorship opportunities available for payment of a specified sponsorship fee. The available sponsorship opportunities may be limited in time, place, manner, scope, substance, and style by ISA as it deems appropriate for that activity.

Some sponsorship opportunities may be available to multiple parties simultaneously and may involve signage or other acknowledgements that identify multiple parties. Sponsors of such activities agree that their identities may appear with other sponsors of such activities.

The sponsorship fee is solely for the right to sponsor that activity. Unless specifically indicated otherwise, the sponsor is solely responsible for providing all materials associated with the sponsorship opportunity, such as signs, sponsor literature, and promotional merchandise, at its cost and expense.

The sponsor agrees that the type of materials that may be displayed or distributed and the size, form, and manner of the indicia, logos, and other company information may be limited by ISA depending on sponsorship type.

### 3. AGREEMENT.

Upon acceptance of this Application by ISA, a binding agreement is created under which the Applicant agrees to pay the sponsorship fee to ISA for the identified sponsorship opportunity. Sponsorship opportunities are available on a first-come basis. If a sponsorship opportunity is unavailable when ISA receives this Application, the Sponsor will be notified and given the opportunity to apply for any remaining sponsorships.

### 4. PAYMENT OF SPONSORSHIP FEE.

Payment of the sponsorship fee is due in full upon acceptance of this Application by ISA. Payment by check, wire transfer, or ISA accepted credit card may accompany this Application; otherwise ISA will invoice for payment upon acceptance of this Application. All invoices are due upon receipt and payable within 10 days. Applicant will pay all ISA costs of collection, including any collection agency or attorneys' fees and expenses.

### 5. ASSIGNMENT PROHIBITED.

Once this application is accepted, the sponsorship is that of the sponsor only. Sponsor may not assign, sublicense, delegate, or otherwise permit another party to join with sponsor to conduct the sponsorship without the prior written consent of ISA.

### 6. TERMINATION OF AGREEMENT.

This Agreement will automatically terminate upon the breach of either party, including without limitation, the failure to pay any invoice by its due date for any reason. This Agreement will also terminate automatically if either party ceases to do business for any reason or if either party becomes insolvent, has a receiver appointed, becomes a debtor in either a voluntary or involuntary bankruptcy proceeding, makes a general assignment for the benefit of creditors, or seeks some other form of legal protection from creditors. Applicant will not be released from liability for payment of the sponsorship fee as a result of termination of this Agreement.

Further performance of this Agreement will be excused and this agreement will terminate without liability to ISA if war, civil riot, strikes, fire, acts of God or nature, governmental restrictions, or any other cause beyond the control of ISA renders the main conference and exhibit facility unusable for the conduct of ISA EXPO 2007, requires the cancellation of ISA EXPO 2007, or otherwise makes performance by ISA impossible or illegal.

### 7. RELATIONSHIP OF THE PARTIES.

Applicant is only a licensee of the sponsorship opportunities. No rights are granted to Sponsor with regard to any ISA or ISA EXPO 2007 trademarks or other intellectual property except as expressly stated in this Agreement. Acceptance of Applicant as a sponsor does not constitute any endorsement of Applicant or Applicant's products or services by ISA and Applicant will not state or imply any such endorsement in any marketing or promotional materials. All license rights under this Agreement expire upon termination or the conclusion of ISA EXPO 2007, whichever is later.

Applicant is not an agent, employee, partner or joint venturer of or with ISA for any purpose. Applicant is solely responsible for its costs of doing business, including any arrangements with third parties made by Applicant to provide materials or services in conjunction with the sponsorship opportunity made available under this Agreement.

### 8. INDEMNITY AND LIMITATION ON LIABILITY.

Applicant will hold ISA; the owners and operators of the Exhibition Facility or other venue at which the sponsorship activities will occur; and the respective directors, officers, employees, and agents of each (collectively referred to as "Exhibit Management") harmless from any and all claims of liability, damage, or expense of any nature arising from Applicant's conduct of its sponsorship activities permitted under this Agreement, whether arising by negligence or otherwise. Applicant will indemnify Exhibit Management, collectively or individually, for any and all costs of defending any such claim, including all expenses, attorneys' fees, court costs, and any damages, judgments, or settlement amounts awarded or paid.

Applicant acknowledges and agrees that ISA makes no representation, warranty, or guarantee that Applicant will receive any particular level of exposure to attendees or that Applicant's business revenues will be enhanced or affected in any way by Applicant's sponsorship activities.

Applicant agrees that Exhibition Management will not be liable or responsible to Applicant for any damage, theft, vandalism, or other casualty to any signage with Applicant's identification provided or to any of Applicant's promotional material permitted to be displayed or distributed under this Agreement.

Applicant agrees that ISA's sole liability and Applicant's sole remedy in the event of any claim against ISA for any reason is limited to the amount of the sponsorship fee(s) paid to ISA. Except for indemnification of third party claims as stated above, neither party will be liable to the other for any consequential, special, incidental, exemplary, or punitive damages arising from the performance of this Agreement.

Applicant acknowledges and agrees that ISA will be harmed if Applicant fails to perform its obligations as a sponsor after acceptance of this Application by ISA, including harm arising from the lost opportunity to retain another sponsor for that sponsorship opportunity on a timely basis, and that the damages arising from such harm are difficult to calculate with certainty. Accordingly, Applicant agrees that ISA is entitled to retain all sponsorship payments made by Applicant in full as liquidated damages, and not as a penalty, in the event of any breach of this Agreement by Applicant, including any cancellation or termination by Applicant.

### 9. REGULATIONS AND VIOLATIONS.

Applicant will abide by all laws, rules and regulations of any government body and all rules and regulations of ISA EXPO 2007 and the venues at which sponsorship activities may occur. ISA reserves the right to limit or restrict any sponsorship activities that, in ISA's sole opinion, may violate any law, rule, or regulation or detract from the educational character of the event, including activities involving excessive noise, lights, or other sensory stimulus. ISA will be the sole determiner of any violations of the event rules and regulations. If Applicant fails to promptly correct any violations, this Agreement will be terminated as a breach by the Applicant and ISA will not be liable for any refunds or expenses of Applicant.

### 10. AMENDMENTS.

ISA reserves the right to amend this Agreement prospectively. Applicant will be provided such amendments in writing and will be bound by them through continued performance of this Agreement. Any other amendments or changes to this Agreement must be in writing and signed by both parties.

### 11. GENERAL PROVISIONS.

This constitutes the entire agreement of the parties and supercedes all prior or contemporaneous representations or statements of agreement between the parties.

This Agreement shall be interpreted in accordance with the laws of the State of North Carolina applicable to contracts wholly executed and performed in that State. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from the interpretation or enforcement of this Agreement.

The failure of either party to enforce performance of any part of this Agreement shall not be construed as a waiver of the right to enforce further performance of that or any other part. The waiver of a breach of any part by either party shall not be construed as a waiver of a later breach or of a right to future enforcement of that or any other part of this Agreement.

If any part of this Agreement is declared unenforceable by any judicial body, that part shall be stricken to the least extent possible to restore enforceability and the remainder shall survive and constitute the full and enforceable agreement of the parties.

The headings used in this Agreement are for the convenience of the parties only and shall not be construed as part of the Agreement.