Blue Ridge Ruby Sponsorship Agreement

Blue Ridge Ruby

This document serves as a Sponsorship Agreement ("Agreement"), entered into by and between Blue Ridge Ruby, a registered 501c3 Non-Profit ("Organizer") and the Sponsor ("Sponsor").

ASSIGNMENT OF SPACE: Organizer shall assign the booth, display and/or tabletop space as agreed to under this Agreement for the period of the display and such assignment will generally be made no later than three weeks before the Event. Location assignments will be on a first-come, first-served basis, and may be modified by Organizer due to changes in Event layout, venue or other factors, and will be made solely at the discretion of Organizer. Booth assignments may include specific non-negotiable instructions on how to orient the booth.

USE OF SPACE: Sponsor is allowed to distribute literature, run demonstrations, and sell products within the boundaries of the Sponsor's assigned space. Sponsor's product demonstration, placement or handing out of literature, signage, all booth furnishings, and lighting must be well within the confines of the assigned space at all times and may in no way interfere with adjacent space. Demonstrations using audio must use headsets to demonstrate audio capabilities. All booth furnishings, equipment and displays are the responsibility of the Sponsor, must be constructed safely, and must be installed, occupied, and dismantled in accordance with Organizer's schedule. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. Sponsor shall not assign to a third party its space or any portion of that space without the prior written consent of Organizer, which Organizer may grant or withhold at its sole discretion. This includes needing specific authorization for participation by third parties designated as your Partners. Areas requiring authorization include displaying logos, signage, third-party branded giveaways or handouts, and any other representation bearing a brand other than that of the sponsor. If such permission is given, the Sponsor assumes full responsibility for the conduct of the assignee and all its representatives. Sponsor may not distribute or sell food or beverage at the assigned space or anywhere on event premises without prior permission from Organizer.

SPONSOR EVENTS: Sponsor shall not schedule or sponsor any event in connection with the Conference, including without limitation evening events, during a time that overlaps or conflicts with any Conference event published in Organizer's Conference schedule. All events must be pre-authorized by Organizer to avoid such conflicts. Events can only be listed as official conference events and promoted by Organizer if they are sponsored exclusively by event sponsors.

INDEMNITY AND LIMITATION OF LIABILITY: Neither Organizer, any co-sponsor, venue 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 the display at the Conference. The Sponsor hereby indemnifies, and shall defend, and protect Organizer and hold Organizer, 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 in the Conference or any actions of Sponsor's officers, agents, employees, contractors, or other representatives. Under no circumstance will Organizer, any co-sponsor, or the venue provider be liable for lost profits or other incidental or consequential damages for any of their acts or omissions whatsoever whether or not appraised of the possibility or likelihood of such damages or lost profits. In no event shall Organizer's liability, under any circumstance, exceed the amount actually paid to it by the Sponsor. Organizer makes no representations or warranties regarding the number or identity of persons who will attend the Conference.

OBSERVANCE OF LAWS: Sponsor shall abide by and observe all laws, rules and regulations, and ordinances in connection with the Conference and this Agreement.

CANCELLATION OR TERMINATION BY ORGANIZER: If for any reason beyond its reasonable control, including without limitation fire, strike, earthquake damage, construction or renovation to the display site, government regulation, public catastrophe, or act of God ("Force Majeure"), Organizer shall determine that the Conference or any part will not be held, Organizer may cancel the Conference or any part thereof. In that event, the liability of Organizer is limited to the amount of fees paid, and Organizer shall determine and refund to the Sponsor its proportionate share of the balance of the fees received which remains after deducting all expenses incurred by Organizer. In the event, however, that Organizer cancels the Conference for any reason other than Force Majeure, Organizer shall refund to Sponsor the full amount of the fees paid by Sponsor.

CANCELLATION BY SPONSOR: All payments made to Organizer or agreed to under this Agreement shall be deemed fully earned and non-refundable in consideration for expenses incurred by Organizer and Organizer's lost or deferred opportunity to provide space and/or sponsorship opportunities to others. Cancellation notices must be in writing and sent to sponsors@blueridgeruby.com.

SPONSOR CONDUCT: Sponsor and all of its representatives shall conduct themselves at all times in accordance with highest standards of decorum and good taste. Organizer reserves the right to eject from the Conference Sponsor or any Sponsor representative(s) violating those standards.

AGREEMENT 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 Organizer from time to time for the efficient and safe operation of the Conference. This Agreement represents the final, complete and exclusive agreement between the Sponsor and Organizer concerning the subject matter of this Agreement. Organizer does not make any warranties or other agreements except as set forth above. Any amendment to this contract must be in writing signed by Organizer. No business forms (including without limitation any Sponsor purchase order terms and conditions) shall modify, interpret, supplement or alter in any manner the express terms of this Agreement. The rights of Organizer under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an officer of Organizer. 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 this Agreement regarding consent to assignment.

AGREED: Sponsor is bound to this Sponsorship Agreement ("Agreement") for Blue Ridge Ruby ("Conference" and/or "Event") taking place April 29 & 30, 2027. I have read and agree to all terms and conditions of the Agreement. I warrant that I am authorized to sign on behalf of the Sponsor listed above and that all information I have provided is complete and accurate.

Upon receipt of this signed contract and full payment, Organizer will countersign and return a copy.

Sponsor Signature

Organizer Signature