

EUROPEAN SOFTWARE CONFERENCE

Nov 03rd – 04th 2007; Köln, Germany

Sponsor contract

____ Superb Sponsor, 3.000 € (Euro)
____ Premiere Sponsor Euro 1.500
____ Supporting Sponsor Euro 610
____ Standard Sponsor Euro 250
____ Additional sponsoring option(s)
(please specify _____)

____ Enclosed is our check for Euro _____ made payable to Rainer Maeder (ESWC e.V.)
____ We have paid online Euro _____ on _____ 2007.

3. Company Liaison: Name of person in charge of sponsorship to whom communication will be made concerning Sponsor items. (Include email address and telephone number if different than below):

INSTRUCTIONS:

1. Please read both pages of this contract carefully and print or type all information requested.
2. Complete and sign original copy and remit total to:
ESWC e.V. c/o Rainer Maeder
Hauptstr. 184
50226 Frechen
Germany (Fax + 49 721 - 151 - 575954)
Please make checks payable to
Rainer Maeder (ESWC e.V)

Enclosed is the full payment for sponsorship. The undersigned agrees to the following provisions: If Sponsor cancels its participation in the conference, such cancellation shall be considered a default on its part and any monies paid hereunder shall be retained by the ESWC e.V. as liquidated damages.

SPONSOR AND THE ESWC e.V. SHALL BE BOUND BY THE TERMS AND CONDITIONS for Sponsorship which has been received and considered as part of this agreement.

COMPANY/ORGANISATION:

MAILING ADDRESS: _____

CITY: _____ STATE/PROVINCE: _____

POSTCODE: _____
COUNTRY _____
TELEPHONE: _____ FAX _____
EMAIL: _____
BY: _____
DATE: _____

NAME: _____
TITLE: _____
SIGNATURE _____

PLEASE READ THE FOLLOWING CONTRACT FOR TERMS AND CONDITIONS

1. PURPOSE OF CONFERENCE

The ESWC e.V. is organised to provide a gateway to facilitate sharing information between shareware developers and vendors. As such, they sponsor conferences such as the European Shareware Conference as a means of providing a springboard for dialogue. The main purpose of this conference is educational. Sponsor accepts full responsibility and liability for compliance to all laws and regulations.

2. INDEMNITY AND LIMITATION OF LIABILITY

The Sponsor or the officers, agents, or other representatives shall not be held liable for any damage, loss, harm or injury to the person or property of the ESWC E.V. or any of its visitors, officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The Sponsor shall indemnify, defend and protect the ESWC E.V. and save the ESWC E.V. harmless from any and all claims, demands, suits, liability, damages, loss, costs, Attorneys fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Sponsor or its officers, agents, employees or other representatives. It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability.

3. OBSERVANCE OF LAWS

Sponsor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the conference venue. This includes the explicit right of the ESWC e.V. to forbid any parallel conference or seminar meeting not announced and agreed upon by written consent available to both parties which is deemed not adequate to the quality of the conference or de facto withdrawing participants to a different location determined by a sponsor or vendor. Concerning the subdomain that is included within the package as a Superb Sponsor it is agreed that its content should be of decent character, excluding all forms of propaganda in any sense, pornographical or any other inappropriate material in the opinion of the ESWC e.V. The ESWC e.V. has no liability for these subdomains but may terminate without further notice a subdomain if a violation of the rules as set above is found without any refund to the violating sponsor.

3a. Additional registrations:

The different sponsoring packages and levels as described and defined solely on the Internet Website: <http://www.euroconference.org> are exclusively binding.

These include free registrations in its respective number. Additional registrations may not be bought for the special prize of 50 Euros, but only for the full registration fee (with lunches) as described and defined online at our registration page.

4. CANCELLATION OR TERMINATION OF SPONSORSHIP

If because of war, fire, strike, Conference facility construction or renovation project, government regulation, public catastrophe, Act of God, or public enemy or other cause beyond the control of the ESWC E.V., the Conference or any part thereof is prevented from being held, or is canceled by the ESWC E.V., the ESWC E.V. in its sole discretion shall determine and refund to the Sponsor its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by the ESWC E.V.. In no case shall the amount of refund by Sponsor exceed the amount of the sponsor fee paid.

5. AGREEMENT TO TERMS, CONDITIONS AND RULES

Sponsor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by the ESWC E.V. from time to time for the efficient or safe operation of the Conference, including but not limited to those contained in the contract. In addition to the ESWC E.V.'s right to withdraw its acceptance of this Application/Contract, the ESWC E.V. in its sole judgment, may refuse to consider for participation in future conferences Sponsors who violate or fail to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Sponsor and the ESWC E.V. except as set forth in this document. The rights of the ESWC E.V. under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the ESWC E.V.