



## Sponsorship & Exhibition Agreement

Terms And Conditions	
OneLightBulb.Org, Inc. and	(Sponsor) agrees
to the following terms and conditions:	, , ,

- **1. Exhibition Rules:** Sponsor hereby agrees to participate as an exhibitor at *GreenHome* Wamalama 2010 Sarasota, FL (the "Exhibition") pursuant to the Sponsor Benefits, which are attached hereto and incorporated herein by reference, and terms and conditions of this Contract. In the event of a conflict between the Sponsor Guidelines and this Contract, the terms of this Contract take precedence. The *GreenHome* Wamalama 2010 producer, OneLightBulb.Org, Inc. (the *GreenHome* Wamalama 2010 management company), and their respective agents and representatives (collectively "OneLightBulb.Org") reserve the right to make changes to the Exhibition, including dates, times and location. OneLightBulb.Org shall: (a) make commercially reasonable efforts to inform Sponsor of any changes within a reasonable time-frame; and (b) not be liable for any damages arising from such changes.
- 2. Assignment: Sponsor shall not assign, share or sublet all or any portion of the allocated exhibit space nor assign or transfer any of its rights or obligations under this Agreement without prior written permission from OneLightBulb.Org, which permission shall be in the sole discretion of OneLightBulb.Org. Sponsor shall submit any request for assigning, sharing or subletting exhibit space in writing to OneLightBulb.Org no later than September 21st, 2010, which request shall set forth the name of the company(ies) or organization(s) and a summary of the arrangements. Sponsor acknowledges and agrees that, for failing to obtain permission as set forth in this Section 2, OneLightBulb.Org reserves the right to impose liquidated damages in an amount equal to the number of additional non-approved companies in Sponsor's space multiplied by the Booth Fee. Sponsor agrees to pay such liquidated damages within thirty (30) days of written notice from OneLightBulb.Org.
- **3. Disturbance:** Upon request from OneLightBulb.Org, Sponsor shall remove any exhibit (or element thereof) that, in OneLightBulb.Org's sole discretion, is deemed objectionable, unsafe or detracts from the Exhibition because of noise, method of operation, or any other reason. Sponsor agrees not to display nor offer for sale at the Exhibition any products, services, or promotional materials that (a) infringe the intellectual property or other rights of OneLightBulb.Org, Inc. or any other third party; or (b) disparage or depict OneLightBulb.Org, Inc. or any other sponsor or exhibitor in an objectionable manner as determined by OneLightBulb.Org in its sole discretion. OneLightBulb.Org reserves the right to remove any such exhibits (or element thereof) in its sole discretion. In any case, OneLightBulb.Org shall not be liable for any refund or other expenses incurred by Sponsor.
- **4. Security:** Security will be provided in the exhibit area during overnight non-show hours from Friday, October 1, 2010 at 5:00 pm through Saturday, October 2, 2010 at 8:00 am (if applicable). This service shall exercise reasonable care for the protection of the exhibitor's materials and display. Beyond this, the exhibitor understands and agrees that neither OneLightBulb.Org nor the owners, lessors, or managers of the property serving as the exhibit center can or will be responsible for the safety of the exhibits, exhibitors, or their employees against robbery, burglary, theft, loss, or damage to property by fire or any other cause; nor be responsible for injury of character to any person.

- **5. Damage to Property:** Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Any costs incurred in protecting the building, equipment, or furniture from damage will be at the expense of the exhibitor. Exhibitors are liable for any damage caused to the building, floors, walls, columns, standard booth equipment, or to other exhibitors' property. Exhibitors may not apply paint, lacquer, adhesive, or any other coating to building floors or to standard booth equipment.
- **6. Decorations:** One Light Bulb. Org retains absolute discretion and authority in the placement, arrangement, and appearance of all trade displays. No liability shall attach to One Light Bulb. Org for costs that an exhibitor may incur in complying with any such conference directives.
- 7. GreenHome Wamalama 2010 Contractors: For its exhibit, Sponsor agrees to provide and/or install its own tradeshow booth, computer equipment, collateral and technical resources. GreenHome Wamalama 2010 has designated official third-party contractors (collectively, "GreenHome Wamalama 2010 Contractors") to provide certain products and/or services for sponsors and exhibitors at the Exhibition at then prevailing rates of such GreenHome Wamalama 2010 Contractors, including, without limitation, drayage, machine moving, garbage, machinery erection, furniture, booth and floor decorations, signs, photos, telephone and Internet services, computer and audio/visional equipment, electricians, and guard services. Sponsor may engage contractors and vendors other than GreenHome Wamalama 2010 Contractors to provide products and/or services only with the prior written approval of GreenHome Wamalama 2010, which approval shall not be unreasonably withheld. GreenHome Wamalama 2010 assumes no responsibility or liability for any of the products and/or services delivered by Conference Contractors or non-Conference Contractors
- **8. Website Posting.** During the months of May 2009 through October 2010, Sponsor may elect to display the "GreenHome Wamalama 2010" logo on Sponsor's home page on the Internet, with a link to the GreenHome Wamalama 2010 Web site. *GreenHome* Wamalama 2010 shall provide such *GreenHome* Wamalama 2010 logo to Sponsor upon execution of this agreement.
- **9. Compliance:** Sponsor agrees to comply with all applicable Federal, state and local laws and regulations as well as all union contracts in effect among OneLightBulb.Org, OneLightBulb.Org Contractors, the Sarasota Bradenton International Convention Center and various labor organizations.
- **10. Insurance:** Sponsor agrees to acquire and maintain at its own expense insurance coverage for any property or materials it brings into the exposition facility. Sponsor acknowledges and agrees that OneLightBulb.Org does not maintain insurance covering Sponsor's property and it is the sole responsibility of Sponsor to obtain such insurance.
- 12. Payment Terms: upon execution of this Contract, Sponsor agrees to pay the Sponsorship Fee as outlined below. *Non-Sponsor Exhibitor Fee is due in full upon execution of this Contract by Exhibitor*, unless otherwise agreed upon in writing by OneLightBulb.Org, Inc. *Sponsorship Fees will require Fifty percent (50%) of the fee due at the time of signing.* OneLightBulb.Org will invoice Sponsor for the balance of the Sponsorship Fee on or about September 1, 2010 and all payments will be due in full by September 21<sup>st</sup>, 2010. Registrations After September 1, 2010, Sponsor's Sponsorship Fee is due in full upon execution of this Contract by Sponsor. Notwithstanding the foregoing, in no event shall Sponsor/Exhibitor be permitted to move in, set up or participate in the Exhibition unless this Booth Fee is paid in full by October 1, 2010. OneLightBulb.Org reserves the right to cancel and/or-re-assign Sponsor locations without reimbursement of any previously paid monies if payments are not received when due without prior notice.
- **13. Cancellation:** Sponsor may cancel this Contract, without penalty, by providing written notice of the cancellation to OneLightBulb.Org, Inc., 11006 4<sup>th</sup> Avenue East, Bradenton, FL 34212 at least ninety (60) days prior to the start of the contracted event. Less than ninety (60) days prior to the start of the first contracted event, Sponsor's fees are not refundable for any reason. Cancellation less than 60 days prior to the start of the first contracted event will result in forfeiture of all fees paid to date and will not release Sponsor from liability to pay the Sponsorship Fee in full.
- **14. Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, the availability of The Lakeland Center or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors.

- 15. Limitation of Liability: OneLightBulb.Org shall not be liable to Sponsor for any damage, loss, harm or injury to Sponsor or its property or business resulting from fire, accident, insufficient participation or any other reason in connection with the Exhibition. OneLightBulb.Org SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY SPONSOR, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF OneLightBulb.Org HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OneLightBulb.Org's ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY SPONSOR UNDER THIS CONTRACT.
- 16. Indemnification: Sponsor agrees to indemnify, defend and hold OneLightBulb.Org and their respective directors, officers, employees and agents harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of or caused by (a) Sponsor's installation, removal, maintenance, occupancy or use of the Sponsor's exhibit at the Exhibition or (b) the negligence and willful misconduct of Sponsor and its employees, agents or representatives.
- 17. Miscellaneous: This Contract constitutes the entire understanding between OneLightBulb.Org, Inc. and the Sponsor with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by the Sponsor to OneLightBulb.Org, Inc. that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between OneLightBulb.Org, Inc. and the Sponsor unless specifically accepted by OneLightBulb.Org in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.
- 18. Severability / Binding Law: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the terms of this Contract, such provision shall be fully severable; this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Contract. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable. This Contract shall be governed and construed and the legal relations shall be determined in accordance with the laws of the State of Florida, United States of America. Each party agrees to submit to the jurisdiction and venue of the Circuit Court of Manatee County, Florida.

Acceptance of terms and conditions:

For Sponsor/Exhibitor:	For OneLightBulb.Org, Inc.
SIGNATURE	SIGNATURE
NAME	NAME
TITLE	TITLE
DATE	DATE

Please sign and date this application and fax or mail it to the address listed below with the Exhibitor Fee. Note that space will not be held until the Fee/deposit has been received.

Phone: 941.704.6835

GreenHome Wamalama 2010 OnelightBulb.Org, Inc. Email: Jeffk@onelightbulb.org 11006 4<sup>th</sup> Avenue East, Bradenton FL 34212 USA Web: www.onelightbulb.org

GreenHome Wamalama - Green Business Expo 2010 Robarts Arena at Sarasota County Fairgrounds www.sarasotafair.com Saturday, October 2nd (10:00am to 5:00pm)

## GreenHome Wamalama Expo 2010 Exhibitor Registration

## **Exhibitor Information** Contact Name\_\_\_\_\_ Company Name\_\_\_\_\_ Company Address\_\_\_\_\_ City / State / Zip Contact Phone\_\_ (\_\_\_\_) \_\_\_\_\_ Fax\_\_ (\_\_\_\_) \_\_\_\_ Contact Email\_\_\_\_\_\_Website\_\_\_\_\_ Type of Business\_\_\_\_\_ **Booth Selection** (6' x 10') Table Display #\_\_\_\_ = \$225 (limited quantities) (10' x 10') Booth #\_\_\_\_ = \$400 (10' x 20') Booth #\_\_\_\_\_ = \$850 (Premium Main Floor) (10' x 20') Sponsor add-on\_\_\_\_\_ = ( ) \$700 (Does not include 10x10 booth fee) (10' x 20') Sponsor Booth # \_\_\_\_\_ select ( ) \$2000 (20' x 20') Sponsor Booth # select ( ) \$3500 Describe Your Green Products/Services (50 word description for Company listing on the Exhibitor List page at <a href="https://www.greenhomewamalama.com">www.greenhomewamalama.com</a>) **Payment Information** Payment Method: Check #\_\_\_\_\_ Amount\_\_\$\_\_\_.00 Please make checks payable to Onelightbulb.org, Inc. and mail to: **Exhibitor Services** 11006 4<sup>th</sup> Avenue East Bradenton, FL 34212 Pay with Credit Card Online via PayPal - Amount \$ .00 at www.greenhomewamalama.com Authorized Exhibitor Signature\_\_\_\_\_\_ Date\_\_\_\_\_