

*The Premier Quilt Exhibition and Hands-on Educational Conference for All Machine Quilters and Embroiderers*

**May 7-9, 2009** | Vendor move-in will be on May 6th  
South Towne Exposition Center, Salt Lake City, Utah

## Terms and Conditions of Sponsorship

**Sponsor Benefits:** Organizer agrees to provide Sponsor with the benefits associated with the contracted sponsorship level. Any additions or exceptions must be noted on the Sponsor Contract.

**No Agency:** Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have the authority to assume or create an obligation on behalf of, in the name of, or binding upon, the other party.

**Indemnification:** Each of the parties hereto agrees to indemnify, defend and hold harmless the other party from any and all claims, liabilities, obligations, penalties, actions, causes of actions, costs and expenses (including, without limitation, reasonable attorney's fees) incurred in connection with or arising out of any services provided hereunder or the performance of any duty or obligation provided for herein.

**Cancellation:** Should Organizer cancel the conference and exhibition for any reason, Sponsor shall be entitled to a full refund of its Sponsorship Fee. If for reasons beyond its control it should become necessary, Organizer shall have the option to reschedule said event within one year of the original scheduled event in which case all the terms and conditions of this Agreement shall be binding upon both parties.

**Due Authority:** Each of the parties hereto represents and warrants that he/she has full authority to enter into this Agreement.

**Modification of Agreement:** This Agreement contains the entire agreement between the parties as to the subject matter contained herein. No waiver or modifications of this Agreement or of any term or condition shall be valid unless in writing and duly executed by both parties.

**Confidential:** Each of the parties further agrees that the terms and conditions of this Agreement are strictly confidential and shall not be disclosed to any other persons, entities or organizations without the express written consent of the other party.

**Exhibiting:** Sponsors are bound by the same terms and conditions of exhibiting as all other exhibitors of event.

**Notices:** Any notice required or permitted to be given to either party under this Agreement shall be sufficient in writing and if sent by registered mail, to the principal office of the Event Manager, Jennifer Pond, 1472 W. Duck Pond Ln., Salt Lake City, UT 84123 or to the Sponsor at the address indicated on this contract.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.