

SPONSOR & EXHIBITOR AGREEMENT



This Agreement is between Battcon and the undersigned Sponsor/Exhibitor for participation as a sponsor/exhibitor in Battcon 2025 to be held Aug 3-6, 2025 at the Renaissance Orlando SeaWorld, Orlando FL with the terms and conditions set forth herein. Battcon has the sole right to determine eligibility of any company to be a Sponsor or Exhibitor. Battcon's acceptance is not guaranteed until this Agreement is executed by the Sponsor/Exhibitor and Battcon and payment is received. Payment is due in full within 30 days of receipt of invoice (which will be issued upon receipt of signed Agreement). Payment must be received prior to actual booth assignment.

Company Name

Primary Contact

Name/Email/Phone

Company Address

City/State/Zip

Company URL

Billing Contact

Name/Phone/Email

Sponsor/Exhibitor Selection

☐ 10 x 10 Booth \$4,000

☐ 10 x 20 Booth \$8,000

☐ 20 x 20 Island Booth \$12,000

Ala Carte Sponsorship Choice #1

Ala Carte Sponsorship Choice #2

☐ Would like to discuss custom package options

Total Fee's \$

Signatures below are authorized to sign this Agreement and bind both Sponsor/Exhibitor and Battcon to terms set forth herein.

Sponsor/Exhibitor name

Sponsor/Exhibitor

Signature & Date



Battcon 2025 Sponsorship

TERMS AND CONDITIONS



TERMS DEFINED: The term "Event" refers to BATTCON 2025 scheduled to be held on Aug 3-6, 2025 at the Renaissance Orlando SeaWorld, Orlando FL. The term "Exhibitor and Sponsor" means, collectively the company or person that requested exhibit space rental and/or sponsorship opportunities.

ACCEPTANCE: This Agreement becomes binding and effective when it has been signed by the Exhibitor/Sponsor.

ASSUMPTION OF RISKS: Sponsor/Exhibitor assumes all risks associated with, resulting from, or arising in connection with participation or presence at the Event including all risks of theft, loss, harm, damage, or injury to the person (including death), property, business or profits of Sponsor/Exhibitor howsoever caused, including but not limited to negligence, intentional act, accident, act of God or otherwise. Sponsor/Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether stored or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility for property delivered by or to the Sponsor/Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and the Sponsor/Exhibitor hereby releases all of them, from any and all risks, losses, damages, and liabilities described here.

INDEMNIFICATION: Sponsor/Exhibitor shall indemnify, release, defend and hold Organizer and the Exhibit Facility, along with each of its directors, officers, employees, successors, assigns, customers and agents harmless from and against any and all claims, actions, demands, damages, liabilities, losses, costs or expenses, including reasonable attorney's fees, for (a) injury to or death of any person and for loss of or damage to any and all property, arising out of or relating to Sponsor's/Exhibitor's performance under this Agreement; or (b) any breach by Sponsor/Exhibitor of any obligation hereunder, any material misrepresentation or the non-performance of any covenant or obligation under this Agreement; or (c) any claims made by the employees of Sponsor/Exhibitor for injuries or damages made under worker's compensation or similar laws, or (d) violation of any third party patent, copyright, trademark, trade secret or other proprietary right.

LIMITATIONS OF LIABILITY: Organizer or Exhibit Facility will not be liable for any lost profits or any incidental, special, indirect, consequential, or punitive damages whatsoever for any of their acts or omissions, whether or not such parties have been apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability exceed the amount paid to Organizer by Sponsor/Exhibitor for sponsorship of exhibit space. Organizer makes no representations or warranties regarding the number of persons who will attend the Event or any other matters.

ASSIGNMENT OF SPACE: Organizer will make every effort to comply with booth selection requests. Exhibit space will be assigned on a first-come, first-served basis. Exhibit space will be assigned by Organizer in its sole discretion for the Event and for the Event Dates only. Organizer reserves the right to change the floor plan or move a Sponsor/Exhibitor to another booth location prior to or during the Event if Organizer determines to do so is in the best interest of the Event. Sponsor/Exhibitor agrees that Organizer has the right to assign its right and delegate its obligations in connection with these terms and conditions to any entity controlled by or under common control with Organizer.

CANCELLATION BY SPONSOR/EXHIBITOR: If Exhibitor/Sponsor cancels this Agreement, Exhibitor/ Sponsor must provide written notice to the Organizer. Exhibitor/Sponsor will be liable for 100% of the total fee. This amount is considered to be liquidated and agreed upon damages for the injuries the Organizer will suffer as a result of cancellation. Organizer reserves the right to treat a Sponsor/ Exhibitor's downsizing of booth space as cancellation of the original space and purchase of a new booth. A downsizing of space may require a Sponsor/Exhibitor to move to a new location.

CANCELLATION BY ORGANIZER: If Exhibitor/Sponsor fails to make payment as required by the due date, Organizer may terminate this Agreement and Exhibitor's/Sponsor's participation in the Event without further notice and without obligation to refund any monies previously paid. Organizer reserves the right to refuse Sponsor/Exhibitor permission to move in and set-up an exhibit if Sponsor/Exhibitor is behind on any Event payment due.

CANCELLATION OF THE EVENT: If Organizer cancels the Event due to circumstances beyond reasonable control of Organizer (such as an act of God, acts of war, government emergency, labor strike or unavailability of the Exhibit Facility), Organizer shall refund to each Sponsor/Exhibitor their space rental payment and/or sponsorship fee previously paid, minus a share of costs and expenses incurred. If Organizer elects to cancel the Event for any other reason than described above, Organizer shall refund to each Sponsor/Exhibitor their entire exhibit space rental/sponsorship fee previously paid.

OUTSIDE EXHIBITS/HOSPITALITY SUITES: Exhibitors/Sponsors are prohibited, without written approval from Organizer, from displaying products/services and/or advertising material in areas outside their booth. Exhibitors/Sponsors also agree not to operate hospitality suites during hours in which the Event is open or when any Organizer-sponsored activities are being held. Sponsors/Exhibitors hosting hospitality functions are prohibited from holding those activities during official Event hours.

