



The UC Summit Participation and Sponsorship Contract

This UC Summit Participation and Sponsorship Agreement (this "Agreement") is made and entered into by and between UCStrategies.com ("UCS"), and _____ ("Vendor") as of the _____ day of _____ 200_ (the "Effective Date"). UCS and Vendor may be referred to herein singularly as "Party" and collectively as "Parties."

1. Participation and Eligibility. Upon execution of this Agreement and payment of the participation fee set forth in Section 2 below, Vendor shall, during the event (the "Event") to be held at Estancia Resort, La Jolla, California (the "Event Site"), on April 25-28, 2010 (the "Event Date"), be entitled to the sponsorship package or exhibitor package set forth in Schedule 1 attached hereto and made a part hereof of this Agreement (the "Package").

(a) All packages include the specified number of badges, plus the specified number of VIP Focus Sessions

(b) UCS has the sole right to determine the eligibility of any company or product for inclusion in the Event. UCS reserves the right to refuse registrants from outside of the Vendor's organization.

2. Fees and Payment Policies.

(a) Vendor agrees to pay fees of USD \$_____ for Package _____ (the "Package Fees") and (if applicable) USD \$_____ for a la carte items set forth in Schedule 2 attached hereto and made part of this agreement

(b) The total Summit participation fee for Vendor is USD \$_____

(c) Vendor shall pay Fees on the following schedule:

1. 50% due August 1, 2009. If Vendor enters contract after that date, 50% due Net10
2. 25% due November 1, 2009.
3. 25% due February 1, 2010

(d) If full payment of the Fees is not received by April 1, 2010, any remaining balance due must be paid by wire transfer. If the Fees have not been paid in full prior to April 10, 2010, any VIP appointments scheduled for such package selection shall be subject to cancellation by UCS.

(e) Delivery of Payment: Overnight check to:

UCStrategies.com
1871 Howell Mountain Road
St. Helena, CA 94574
Attn: The UC Summit

For wire transfers, please contact Jim Burton, 707-963-9966 for instructions

3. Cancellation by Vendor. UCS must receive written notification from the Vendor of any cancellation. If the cancellation fee due to UCS, as set forth below, exceeds the amount previously paid by Vendor to UCS, Vendor must pay the balance to UCS within thirty (30) days of cancellation. Subsequent reassignment of canceled VIP Focus Sessions does not relieve the canceling Vendor of the obligation to pay the cancellation fee.

(a) If written notice of partial or full cancellation of the Package is received by UCS between January 1st, 2010 and April 1, 2010, the Vendor shall pay a cancellation fee equal to 50% of the Package Fees.

(b) If written notice of partial or full cancellation of the Package is received by UCS after April 1, 2010, the Vendor shall pay a cancellation fee equal to 100% of the Package Fees and any a la carte items selected.

(c) If Vendor fails to set up by 5:00 p.m. on the first day of the Event (Sunday, April 25, 2010), UCS will consider the space canceled. UCS may use the allocated space in any way it deems appropriate. Vendor will be responsible for all Package Fees according to the cancellation policy set forth above.

(d) If Vendor has not paid the Fees in full prior to setup, their participation badges and their freight will be held until the fees are satisfied.

4. Cancellation of Event or Change of Event Date or Site. In the event that UCS, in its sole discretion, changes the Event Date or the Event Site, or cancels the Event, UCS' sole liability to Vendor shall be to notify Vendor as far in advance as possible of such changes or cancellation. In the event that the Event is canceled, or the Vendor cannot attend the Event during the rescheduled time period, UCS' sole responsibility shall be to refund all Fees previously paid by Vendor for the Event. Should UCS terminate this Agreement pursuant to the provisions of this section, the Vendor waives claims for damage arising there from.

5. Force Majeure. UCS will not be responsible for situations beyond its control, such as, but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, etc.), fire, strikes, acts or orders of governmental authorities, failure of individual responsibility and/or third-party responsibility.

6. Anti-Trust and Other Laws. Vendor assumes the sole responsibility to abide by all applicable Anti-Trust laws and Fair Competition trade practices, as well as all other applicable laws and regulations.

7. Vendor's Liability and Hold Harmless. Vendor assumes direct liability for all claims for personal injury and damages caused to the Event Site, its personnel or personal property that results from the act or negligence of the Vendor and its representatives and releases UCS from any/all liability associated therewith. Vendor indemnifies and holds UCS and their agents, employees, officers, and directors, harmless from and against any claims, loss, damage or expense, including reasonable attorney's fees, incurred by UCS in connection with or as a result of any breach of this Agreement by Vendor or any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as a result of or in connection with the Event to the extent claims result from the direct or indirect act or negligence of the Vendor, its agents, or employees.

8. Limitation of Liability. UCS' ENTIRE LIABILITY TO VENDOR ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID HEREUNDER. IN NO EVENT SHALL UCS BE LIABLE TO VENDOR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, RELIANCE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO THE EVENT, ITS CANCELLATION OR ANY CHANGES IN EVENT SITE, EVENT DATE OR OTHERWISE, WHETHER SUCH CLAIM IS BASED IN CONTRACT OR TORT, AND WHETHER OR NOT UCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UCS MAKES NO REPRESENTATIONS OR WARRANTIES TO THE VENDOR INCLUDING, WITHOUT LIMITATION, WHICH OR THE NUMBER OF VENDORS, RESELLERS and CONSULTANTS WHO WILL ATTEND THE EVENT, OR WHETHER THE EVENT IS AN EFFECTIVE METHOD OF MARKETING FOR VENDOR.

9. Liability for Vendor Property. Vendor is solely responsible for its own demonstration materials, products, and other property, and should insure products from loss or damage from any cause whatsoever. All property of Vendor in transit to or from or within the confines of the Event Site is in the care, custody, and control of the Vendor itself. UCS or its suppliers or service providers shall bear no responsibility for lost, stolen, damaged, or abandoned materials. All property remaining at the Event Site after the end of the Event shall be subject to storage or disposal at the Vendor's expense, at the sole option of UCS.

10. Entire Agreement. This Agreement supersedes any and all other agreements, whether oral or in writing, between the Parties with respect to the Fees, the Package and any other subject matter contained herein, and this Agreement contains all of the covenants and agreements between the Parties with respect to the Fees, the Package and any other subject matter contained herein, in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

11. Assignment. This Agreement and any rights or privileges hereunder may be assigned or otherwise transferred, in whole or in part, by UCS. This Agreement and any rights or privileges hereunder may not be assigned or otherwise transferred by Vendor without the prior written approval of UCS.

12. Severability. If any provision hereof is held invalid or unenforceable by any governmental authority of competent jurisdiction, or as a result of future legislative action, this will be strictly construed and will not affect the validity or effect of any other provision hereof, and the Parties shall endeavor in good faith to replace such invalid or unenforceable provision with a valid and enforceable provision which achieves the purposes intended by the Parties to the greatest extent permitted by law.

13. Disputes. Any dispute arising out of or relating to this Agreement shall be decided by three (3) arbitrators under the rules of the American Arbitration Association. Such arbitration hearing shall take place in Atlanta, Georgia. Their decision shall be final and binding, and their award may be entered in any court having jurisdiction.

Send all pages of this Agreement via FAX to 707-963-9944, and deliver originally executed copy with payment made payable to UCStrategies.com as set forth in Section 2(e).

EVENT CONTACT INFORMATION

(the individual who will be coordinating your Event participation)

Coordinator Name

Title

E-mail Address

Is Contact Attending the Event? Y / N

Full Business Address

Phone

Fax

BILLING INFORMATION

(the individual who should receive the invoice)

Attn: (Name)

Company Street Address

City

State

ZIP Code

E-mail Address for Billing Contact

Phone

Fax

EXECUTED by UCS and Vendor, or by their duly authorized agent(s), as of the Effective Date.

For Vendor:

Signature:

Name:

Title:

Date:

For UStrategies.com:

Signature:

Name:

Title:

Date: