## **Dscoop Partner Application and Contract**



Sign and return the application with credit card or check made payable to Digital Solutions Cooperative, Dscoop Partners. All applications must include 50 percent payment to be processed. Balance of payment is due 60 days before the start of the first conference you are exhibiting at.

To submit your partner application online, please complete this form, scan and email to Craig Hath chath@dscoop.org. Once your application has processed, an invoice will be emailed with payment instructions.

## **Company Information**

### COMPANY NAME CONTACT NAME Products and/or services to be exhibited: TITLE ADDRESS STATE CITY 710 Payment Information PHON FAX Total Due \$ E-MAIL ADDRESS Upon receipt of this contract, Dscoop will email

## **Annual Partnership Cost**

✓ \$2,500 USD\*

WEB ADDRESS

Global Partner Program membership fee is per calendar year beginning January of 2017. Partners will receive full credit for the membership fee off of their first conference sponsorship within the corresponding year. This offer does not apply to the event in Singapore in November 2016.

## Conference Package: Dscoop Singapore 2016

□ Diamond Partner: \$10.000 USD\*

□ Gold Partner: \$5,000 USD\*

## Conference Package: Dscoop Phoenix 2017

- □ Diamond Partner: \$50.000 USD\*
- □ Platinum Partner: \$35,000 USD\*
- Gold Partner: \$20.000 USD\*
- □ Bronze Partner: \$12,000 USD\*

## Conference Package: Dscoop Lyon 2017

- Diamond Partner: \$30,000 USD\*
- □ Platinum Partner: \$20.000 USD\*
- Gold Partner: \$12,000 USD\*
- □ Bronze Partner: \$8,000 USD\*

## Conference Package: Dscoop China 2017

Ask for details

## **Regional Event Package**

- Gold Partner: \$3,000 USD\* per event
- □ Silver Partner: \$800 USD\* per event

Dscoop Processing – Do Not Write in This Space

DATE BECEIVED

BOOTH NUMBER

\*Prices are subject to change.

# an invoice to the main company contact.

Booth Selection and Product Information

Companies you do not want near your booth:

Booth assignments will be made based on priority points within each

partner level and processed in the order in which they are received.

Booth assignments are subject to change at any time by Dscoop

## Acceptance

Show Management.

We agree to abide by all rules and regulations governing the annual conference as set by Dscoop Headquarters.

SIGNATURE

## □ I confirm that I have read and agree to abide by the rules and regulations governing Dscoop.

DATE

Email this completed application to chath@dscoop.org or, fax to +1 442- 500-3130

## **Reservation and Cancellation Policy**

All partnerships and sponsorships are available on a first-come, first-served basis. Partnerships and sponsorships are not reserved until Dscoop receives payment. Companies may not cancel partnerships or sponsorships after acceptance; Dscoop will issue no refunds.

## **Dscoop Partner Rules and Regulations**

#### 1. Agreement

Please complete the agreement, noting your company name, address, contact person, telephone and fax numbers. Upon receipt of the agreement, Dscoop will contact you with an updated floor plan for you to select a booth. Booths are available on a first-come, first-served basis with priority positioning going to Diamond, Platinum, and Gold Partners. The product/service to be exhibited must be noted in order for your agreement to be processed and validated. Dscoop will forward a notice confirming the booth numbers assigned and any remaining balance due to Dscoop (if applicable).

#### 2. Partner Qualifications

Dscoop's Solution Showcase is open to those vendors with specific relationship to the HP's Digital Solutions Cooperative member base and products/ services felt to be significantly applicable to owners and operators of Indigo and Scitex presses. The Dscoop Regional Board of Directors has final determination of which vendors may participate in the Dscoop Partner Program. Companies who do not compete with HP Graphic Arts, are of high integrity, and have been a previous partner of Dscoop are eligible for Diamond status. Any noncompliant product(s) and the respective partner may be subject to immediate removal from the Solutions Showcase and/or disqualification from participating in future Solutions Showcases. The decision for any of the aforementioned actions and Solutions Showcase refunds is at the sole discretion of the Dscoop Regional Board of Directors. Third-party vendors must be a Partner Program participant to attend the Dscoop annual conference.

#### 3. Payment Terms

To confirm partnership and sponsorships, all applications must include 50 percent payment to be processed. Balance of payment is due 60 days before the start of the first conference you are exhibiting at. If any Partner fails to perform any other term or condition of the contract or fails to observe and abide by these Contract Conditions/ Rules & Regulations, Dscoop reserves the right to terminate the contract immediately without refund of any moneys previously paid

#### 4. Cancellation

Companies may not cancel partnerships or sponsorships after acceptance. Any refund exception will be made at the discretion of the Dscoop Board of Directors. If for any reason beyond Dscoop's control, The Dscoop Annual Conference & Solutions Showcase must be canceled, shortened, delayed or otherwise altered or otherwise changed. Partner understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of Dscoop or its event management company, or their respective directors, officers, employees or agents. Partner understands that it may lose all monies it has paid to Dscoop for space in the exhibition, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Partner, as a condition of being permitted by Dscoop to be a Partner in the Dscoop Annual Conference & Solutions Showcase, agrees to indemnify and hold harmless Dscoop, and their respective directors, officers, employees or agents, from any and all loss, which Partner may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside Dscoop's control.

#### 5. Assignment of Space

Dscoop Diamond, Platinum, and Gold Partners will have priority in exhibit space selection until 60 days prior to the event. After 60 days prior to the event, space will be assigned on a first-come, first-served basis.

#### 6. Set-up and dismantle

Set-up and dismantle hours specified in the prospectus are subject to change, in which case all Partners will be notified in writing. If an exhibit is not set up 2 hours prior to the opening of the event. Dscoop reserves the right to re-assign such space to another Partner or to make other use of the space as deemed necessary or appropriate at the expense of the Partner. Exhibits are to be kept intact until the closing of the Solutions Showcase. No part of an exhibit shall be removed during the Solutions Showcase without special permission from Dscoop. Any Exhibitor that begins dismantling its display before the close of the show will lose priority status in future Dscoop Conferences and may altogether lose the privilege of partnership.

7. Subletting of Exhibits and Prohibited Uses Partners are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of Dscoop, without a written request and approval from Dscoop. Dscoop reserves the right to terminate any portion of the exhibit that is not in accordance with these rules without prior approval.

### 8. General Contractor

Booth furnishings such as tables, chairs, wastebaskets, carpeting, signs, flowers, and booth services (labor to setup and dismantle spotlights, etc.) may be obtained from the official Solutions Showcase service contractor. The service contractor will be available for Partner assistance during all hours of setup, exhibition, and teardown

The contact information for the service contractor along with detailed information on shipping, labor, special fees, and material handling is included in the Partner Services Manual. The Partner Services Manual will be emailed when the signed Partner Agreement/Contract has been received by Dscoop HQ. Without prior agreement with the Dscoop Solutions Showcase management, the individual Partner is responsible for any costs incurred as a result of a failure to meet scheduled deadline dates, and will be invoiced accordingly. If you have any questions or special requirements. consult the Dscoop Web site at www.Dscoop.org

#### 9. Alcoholic Beverages

The serving of alcoholic beverages by Partners in any part of the exhibit area is strictly prohibited. 10. Use of Space - General

All marketing activities of each Partner must be confined to the Partner's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow the free flow of traffic in the aisles. Partners expressly agree not to hold any activity that, in the sole opinion of Dscoop, creates a material adverse effect on attendance during the conference. If clarification is needed on a specific activity, please submit it to Dscoop for approval.

#### 11. Special Effects

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of Dscoop, do not interfere with the activities of neighboring Partners. Operational equipment demonstrated may not create noise levels objectionable to neighboring Partners.

#### 12. Hotel Suites and Meeting Rooms

Dscoop reserves the right to control all suites and meeting rooms in those hotels which are providing housing for Dscoop. No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during the Dscoop Conference activities unless approved by Dscoop. Companies who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future conferences

#### 13. Exhibit Construction and Layout

Dscoop reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height, and layout of exhibits will be included in your Partner Services Manual. These rules and regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these rules and regulations, please contact Dscoop HQ for a copy. Each Partner will be held accountable for abiding by these rules and regulations governing stand construction and height limitations. Dscoop reserves the right to control the layout of the exhibit hall. Partners will be bound by the booth construction rules included in the Partner Services Manual.

#### 14. Liability

The "Partner" assumes all responsibility for any and all loss, theft, or damage to "Partner's" display, equipment, and other property while on the hotel premises, and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft, or damage. In addition, the "Partner" agrees to indemnify, defend, and hold harmless Dscoop and the hotel against any liabilities, obligations, claims, damages, suits, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of or in connection with the "Partner's" occupancy and use

of the exhibition premises or any part thereof or any negligent act, error, or omission of the "Partner" or its employees or agents.

#### 15. Insurance

Each "Partner" shall carry and maintain all liability insurance. Participating "Partners" assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to "Partner's" displays, equipment, and other property brought upon the premises of the hotel and shall indemnify and hold harmless Dscoop, the management firm, agents, servants, and employees from any and all damages, claims, and/or destruction including theft or mysterious disappearance to any and all equipment owned by, leased to, or utilized by "Partners."

#### 16. Promotions, Contests, Printed Material, Etc.

All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars, and similar items must be submitted for approval to Dscoop prior to the conference. Sideshow tactics, or other methods, including marketing material, considered by Dscoop to be objectionable, are expressly prohibited at the Dscoop conference. Prizes, awards, drawings, raffles, lotteries, or contests may be permitted in accordance with applicable state laws. Requests for approval of such activities must be submitted in writing to Dscoop three weeks prior to the opening of the exhibition. Distribution of promotional material to Dscoop conference attendees' hotel sleeping rooms, public areas, or in technical sessions is strictly prohibited without the prior approval from Dscoop. Use of Dscoop hotel and conference-related facility communication systems to promote vendors or their products is also prohibited.

#### 17. Use of Dscoop Name

Participation by a Partner in the Dscoop conference does not entitle the Partner to use the Dscoop name other than with reference to the Partner's participation as a Partner in the Dscoop conference without permission from Dscoop. Participation in Dscoop does not imply endorsement or approval by Dscoop of any product, service, or participant, and none shall be claimed by any participant.

#### 18. Security

Although Dscoop will provide security service for the Solutions Showcase during the length of the conference, neither Dscoop nor the management firm will accept the responsibility for "Partner's" valuables, tools, or personal items. It is suggested that small carry-type items of value be secured each evening.

#### 19. Cleaning

Dscoop will arrange daily cleaning of the aisle carpets and common areas. "Partners" are responsible for maintaining the cleanliness of their respective exhibit space.

#### 20. Press

Dscoop reserves the right to control all media access and press activity during the Dscoop conference

#### 21. Music Licensing

Vendors are responsible for individual ASCAP/ BMI music licensing fees or similar statues as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live will not be covered under Dscoop's ASCAP/BMI music licensing agreement.

#### 22. Name Badges

In an attempt to better secure your Solutions Showcase investments, all representatives from an exhibiting company must wear a Partner's name badge to gain entrance to, and while on the Solutions Showcase floor. Name badges must be authorized in writing by the designated company contact person. All badges included in any sponsorship package or booth purchase may only be used by an employee of the sponsor or exhibiting company.

#### 23. On-site Name Badges

If additional badges are required on site, an on-site registration form must be completed at the registration desk by the exhibiting company's contact noted on the agreement. There will be a charge for each additional Partner full conference badge.

#### 24. Canons of Conduct

All representatives of exhibiting companies or representatives of firms contracted by exhibiting companies must abide by the Dscoop Canons of Conduct contained herein.

#### 25. Membership

All Partners must be Dscoop members in good standing (paid annual dues)

#### 26. Americans With Disabilities Act/Similar Non-U.S. Statutes

Partners shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold Dscoop harmless from any consequences of failing to do so.

#### 27. Enforcement

The Partner acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to Dscoop. The Partner agrees that, if Dscoop determines that a material violation has occurred, the Partner will lose the privilege of exhibiting at this and future Dscoop conferences In addition, Dscoop reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund.

#### 28. General

All matters and questions not covered by the regulations are subject to the decision of Dscoop. These regulations may be amended at any time by Dscoop and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by Dscoop to such Partners as may be affected by them.

#### **Canons of Conduct**

In order that Dscoop may better achieve its purposes, the following Canons of Conduct are adopted and shall govern the conduct of all Dscoop members, member representatives, and attendees All such members, member representatives, and attendees in connection with all Dscoop matters and activities:

- A. Must conduct themselves and their activities in a professional manner marked by integrity and spirit of fair play.
- B. Must refrain from engaging in any activity which would violate proprietary rights of their employers, Dscoop, or any other Dscoop member organization (including their representatives)
- C. Must abide by the bylaws and policies of Dscoop.
- D. Must properly register and display appropriate credentials at Dscoop activities.
- E. Must not engage in sales activities, including direct or indirect solicitation, or conduct any other activity contrary to purpose or policies of Dscoop at a Dscoop-sponsored activity without the express consent of the Dscoop Board of Directors.
- F. Must not distribute any materials or post displays of any kind at Dscoop activities without prior approval of an officer of Dscoop.
- G. Must not engage in any form of personnel recruitment or use of Dscoop facilities or resources to do so.
- H. Must not use the Dscoop name, other than in the conduct of Dscoop business, as determined by the Dscoop Board of Directors.
- I. Must not use the Dscoop membership list or any part thereof, except in the conduct of Dscoop business, as determined by the Dscoop Board of Directors
- J. Must restrict the use of Dscoop documents and other data for the purpose defined by the Dscoop Board of Directors or

#### 29. Licensing of Space and Related Tax Applicability.

Dscoop will grant to each partner a license to use the exhibit space it is assigned for the duration of the specified event. Where applicable, taxes may be associated with the license of the space based on national, regional, state, county or city, tax regulations. These taxes will be the liability of the licensee and will be invoiced to the licensee by Dscoop accordingly. Note that for Dscoop Phoenix, the city of Phoenix, Arizona under city code 14-445 does require that a Transaction Privilege Tax of 2.4% be collected, this amount will be added to the invoice each partner receives for thei sponsorship