

Sunbury's Revitalization, Inc. 249 Market Street Sunbury, PA 17801 Phone: 570-286-7768 Fax: 570-286-7755 www.sunburyrevitalization.org

APPLICATION

Participant Name	
Email	Phone
Additional Team Members	
Name	
Email	Phone
Name	
Email	Phone
Company Name	
	Company/Product
Executive Summary (with Compa	any Logo) – <u>Please attach.</u>
How will your company/product	t make money?
	mpany?
	business and/or incubator programs? If yes, explain.
How did vou hear about the SRI I	Biz Pitch?
-	20, 2016. Hand deliver to SRI, 249 Market Street, Sunbury, PA 17801 or

email to Aimee Buehner - <u>aimee@bowenagency.com</u> or Loni Briner - <u>lamartz@nshr.com</u>.

ELIGIBILITY

The SRI Business Pitch Competition is open to individuals and teams, otherwise eligible, who are proposing a business or product idea that needs assistance getting to the next level. This includes, but may not be limited to, brand new business ideas, budding startup businesses, new business expansion ideas or businesses that launched or will launch in the next year. Individuals and teams, otherwise eligible, must be 18 years of age or older at the time of entry.

TERMS AND CONDITIONS

I, ______ ("Entrant") submit the attached application for the Business Pitch Competition ("Biz Pitch") organized by the Sunbury's Revitalization, Inc ("SRI"). By submitting an application and executing this Release, Entrant acknowledges and agrees to be bound by the following terms and conditions:

1. Entrant acknowledges and agrees that he/she is not entitled to any monetary, in-kind, or other type of compensation of any kind by virtue of submitting an application to the Biz Pitch or providing any additional documents in support of the application (hereafter, collectively, "Submitted Material"). Without limiting the foregoing, Entrant specifically agrees that he/she does not have and will not have or assert any so-called "idea submission" or similar claim against SRI, and their agents, employees, representatives and volunteers, including but not limited to the judges chosen for the Biz Pitch and that the SRI is free to use the materials submitted by the Entrant in any manner it sees fit. Furthermore, Entrant specifically acknowledges and agrees that in the event he/she wins the Grand Prize, Entrant will be required to sign separate agreements relating to the disbursal of any funds, and will not be entitled to receive any funds unless Entrant agrees and abides by the terms of said agreements.

2. Entrant hereby grants to the SRI the irrevocable and perpetual license to use the Submitted Materials in furtherance of the Biz Pitch. Entrant acknowledges that the Submitted Materials will be used by the SRI to promote the Biz Pitch and will be distributed to third parties associated with the Biz Pitch. Entrant further acknowledges and agrees that the license granted herein may be used by SRI to promote SRI Biz Pitch and may be used by the SRI to promote future competitions.

3. Entrant acknowledges that the Submitted Material is submitted voluntarily and that Entrant has no expectation that the Submitted Material will be held in confidence or trust by the SRI. Entrant acknowledges and agrees that the submission of the Submitted Material and participation in the Biz Pitch does not create any relationship of trust or confidentiality, including but not limited to a fiduciary relationship of any kind.

4. Entrant warrants and represents that he/she is the sole owner of the Submitted Material and/or has obtained all necessary permissions (including but not limited to applicable licenses) to grant the SRI the rights and offer the releases described herein. Entrant further warrants and acknowledges that none of the Submitted Materials infringe upon the rights of any third party, including but not limited to rights in what are commonly described as "intellectual property" or "proprietary information." Entrant agrees to fully defend and indemnify the SRI from any and all liability, actions, claims, demands, losses or damages (including attorney's fees, costs, and punitive damages) brought by any party against SRI for the use of the Submitted Materials, or which may arise from Entrant's participation in the Biz Pitch.

5. Entrant hereby agrees that he/she solely assumes the risk of damage or loss of the Submitted Materials, and that the SRI has no obligation to read or consider the Submitted Materials before proceeding with the Biz Pitch.

6. Entrant hereby releases the SRI to the fullest extent allowed by law from any and all claims, costs, and liabilities of every kind and nature whatsoever, known or unknown that may arise in connection with the Biz Pitch, or the Submitted Materials, or which may arise through the Entrant or on his/her behalf. This Release shall constitute a full, final and complete release, accord and satisfaction of each and every claim released hereunder that Entrant has or may have at any time against the SRI.

7. Should any provision of this Release be deemed unenforceable the remaining provisions shall still be considered to be in full force and effect.

8. Entrant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of the terms of this Release and the rights and obligations of the Entrant and the SRI shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Entrant further agrees that the sole venue for any action arising under this Release or from the submission of the Submitted Materials or participation in the Biz Pitch shall be the Courts of the Northumberland County, Pennsylvania.