



SMART CITIES CONNECT

CONFERENCE & EXPO

National Harbor, MD
September 22-24, 2026

Boston, MA
March 23-25, 2027

INNOVATING WITH CITIES TO CREATE A BETTER WORLD

The Smart Cities Connect Conference & Expo brings together **over 300 leaders** to scout best practices and solutions to support their strategic needs.

Today, around the globe, forward-thinking city planners use the latest information and communication technologies to improve the lives of their residents while using fewer resources and protecting the environment. The Smart Cities Connect Conference and Expo provides an opportunity for leading technology and solution providers to meet face to face with representatives from dozens of municipalities who want to leverage the latest tools available in order to make their communities more responsive, efficient, productive and safe. In a word: smart.

Inside this prospectus, learn about the opportunities available to solution providers who wish to raise their profile with the smart cities community and engage with decision makers who implement smart city solutions.

Unlock Unrivaled Exposure and Opportunities at the Expo

Step into the global spotlight by demonstrating your cutting-edge smart technology solutions to a diverse community of city leaders, fellow technology providers, visionary investors, and trailblazing innovators. Together, we are shaping the next generation of smart city solutions.

Your booth includes: (Investment: \$3,500)

- 10x10' space (pipe and drape with company ID sign)
- One (1) full conference registration
- Four (4) exhibit staff registrations
- Company listing on event website
- Access to event mobile app

Who Should Exhibit:

Technology and service companies with innovative smart city solutions that address areas such as:

- | | |
|---------------------------------------|--|
| • Connected Devices | • Sustainability |
| • Private Networks | • Lighting Systems |
| • Infrastructure | • Connectivity |
| • Grid and Energy Management | • Emergency Response |
| • AI and ML | • Public Transit |
| • Big Data and Analytics | • Resilience |
| • Waste and Water Management | • Funding |
| • Cybersecurity | • Policy, Governance and Resident Engagement |
| • Mobility and Transportation Systems | |



City leaders and planners will come to Smart Cities Connect Conference & Expo to meet with leading solution providers.

City leaders include:

- Mayors
- Council Members
- Sustainability Officers
- Chief Information Officers
- Environmental Engineers
- Chief Technology Officers
- IT Architects
- Water and Energy Managers
- Waste Managers
- Utility Operators
- Urban Designers
- Emergency Responders
- Transportation Managers
- Public Works Managers

Leading technology and solution providers showcase their products and services, addressing the needs of the smart city.

City solutions include:

- Energy
- Transportation
- Buildings & Efficiency
- Sensor Networks
- ICT Networks
- Cyber Security
- Water/Waste Management
- Weather
- Gov/Civic Services
- Healthcare Services
- Emergency Services
- Data Analytics/Tools

Leaders and planners from cities across the globe choose Smart Cities Connect events to learn, network and evaluate smart technology solutions for their respective cities and constituents. A sample of the cities represented include:

Albuquerque, NM
Allegheny County, PA
Amsterdam, Netherlands
Amsterdam, NY
Anambra, Nigeria
Annapolis, MD
Ardo-Kola, Nigeria
Arlington County, VA
Atlanta, GA
Austin, TX
Abuja City, Nigeria
Ado-Odo/Ota, Nigeria
Aguata, Nigeria
Bali, Nigeria
Baltimore, MD
Beijing, China
Bellevue, WA
Boston, MA
Buffalo, NY
Buguma City, Nigeria
Burlington, VT
Busan, South Korea
Cary, NC
Chapel Hill, NC
Charlotte, NC
Chattanooga, TN
Chennai, India
Chesapeake, VA
Chicago, IL
Chikuma City, Japan

Chula Vista, CA
Cincinnati, OH
Cleveland, OH
Columbus, OH
Conover, NC
Cuyahoga County, OH
Daegu City, South Korea
Dallas, TX
Daxing District, China
Dayton OH
Denton, TX
Detroit, MI
Dundee, Scotland
Edinburgh, Scotland
Eindhoven, Netherlands
Eleme City, Nigeria
Erie County, NY
Fairfax County, VA
Fayetteville, NC
Flint, MI
Fort Worth, TX
Gainesville, FL
Gassol, Nigeria
Genoa, Italy
Glasgow, Scotland
Gloversville, NY
Goyang City, South Korea
Greenville, SC
Gwinnett County, GA
Hampton, VA

Hartford, CT
Helmond, Netherlands
Highland Park, NJ
Hoboken, NJ
Horry County, SC
Ibi, Nigeria
Idemili, Nigeria
Inverness, Scotland
Jackson, TN
Jalingo, Nigeria
Kaduna, Nigeria
Kansas City, KS
Kansas City, MO
Kobe City, Japan
Lafayette, LA
Las Vegas NV
Lindale, TX
Logroño, Spain
Madison, WI
Memphis, TN
Midlothian, TX
Modesto, CA
Monona, WI
Montgomery County OH
Montgomery County, MD
Myrtle Beach, SC
Nairobi, Kenya
Nashville, TN
New Brunswick, NJ
New Orleans, LA

New York, NY
Newport News, VA
Newport, RI
Nnewi, Nigeria
Norfolk, VA
Oakland, CA
Obio-Akpor, Nigeria
Ogbaru, Nigeria
Onitsha, Nigeria
Pasco County, FL
Perth, Scotland
Perugia, Italy
Philadelphia, PA
Pittsburgh, PA
Pokhara Sub Metropolitan
City, Nepal
Port Harcourt City, Nigeria
Portland, OR
Porto, Portugal
Portsmouth, VA
Province of Trento, Italy
Rabat, Morocco
Raleigh, NC
Rancho Palos Verdes, CA
Richardson, TX
Rivers State, Nigeria
Rohnert Park, CA
Saint-Quentin, France
San Antonio, TX
San Diego, CA

San Francisco, CA
San Leandro, CA
Santa Rosa, CA
Schenectady, NY
Seoul, Korea
Shirahama Town, Japan
Sokoto, Nigeria
Sonoma County, CA
South Bend, IN
Sri Lanka
Perth, Scotland
Suwon City, Korea
Taipei, Taiwan
Takum, Nigeria
Tallahassee, Florida
Trento, Italy
Troy, NY
Truckee Meadows, NV
Valencia, Spain
Virginia Beach, VA
Wakayama Prefecture, Japan
Wake Forest, NC
Washington, DC
Wichita, KS
Williamsburg, VA
Windham, CT
Winooski, VT
Wukari, Nigeria
York County, VA
Zaria, Nigeria



Platinum Sponsor

Limited to Two

\$100,000

- Keynote Presentation by Company Executive
- Company Logo Featured on all Web Pages and in Promotional Emails
- 20 Full Delegate Passes
- Unlimited Exhibit Staff Passes
- 20' x 20' Exhibit Space in Smart Cities Solutions Hall
- Speaking Role in VIP Networking Event
- Inclusion of Advertorial in Monthly Newsletter
- Pre-conference Smart City Webinar
- Passes to all Private Networking Events
- Post-Event Custom Email to Conference Delegates
- Ad Inclusion in Show Daily Email to Conference Participants

Gold Sponsor

Limited to Four

\$60,000

- Company Logo Featured on all Web Pages and in Promotional Emails
- Panel Participation by Company Representative
- 12 Full Delegate Passes to the Conference
- Unlimited Exhibit Staff Passes
- 20' x 20' Exhibit Space in Smart Cities Solutions Hall
- Inclusion of Advertorial in Monthly Newsletter
- Pre-conference Smart City Webinar
- Passes to all Private Networking Events
- Post-Event Email to Conference Delegates
- Ad Inclusion in Show Daily Email to Conference Participants

Silver Sponsor

Limited to Six

\$40,000

- Company Logo Featured on all Web Pages and in Promotional Emails
- Panel Participation by Company Representative
- 8 Full Delegate Passes to the Conference
- Unlimited Exhibit Staff Passes
- 10' x 20' Exhibit Space in Smart Cities Solutions Hall
- Post-Event Custom Email to Conference Delegates
- Passes to all Private Networking Events
- Ad Inclusion in Show Daily Email to Conference Participants

Bronze Sponsor

\$20,000

- Company Logo Featured on all Web Pages and in Promotional Emails
- 4 Full Delegate Passes to the Conference
- Unlimited Exhibit Staff Passes
- 10' x 10' Exhibit Space in Smart Cities Solutions Hall
- Passes to all Private Networking Events
- Ad Inclusion in Show Daily Email to Conference Participants



Marketing and Promotional Opportunities

The following is a menu of available marketing and promotional opportunities for the Smart Cities Connect Conference & Expo.

Effectively raise your company's visibility, get your message and brand out to a targeted audience, generate more sales opportunities and increase the event's ROI. History has shown that companies that utilize marketing and promotional opportunities generate more booth traffic, more sales leads and an overall higher level of satisfaction than companies that do not take advantage of them.

- **Banners** - Call for Pricing
- **Break Sponsor** - \$3,000
- **Conference Bag Insert** - \$3,000*
- **Conference Bag Sponsor** - \$10,000*
- **Conference Mobile App Sponsor** - \$7,500
- **Custom Email** - \$5,000 (limited)
- **Freestanding Billboard** - \$3,000
- **Hospitality Suite** - \$5,000
- **Lanyard Sponsor** - \$8,500*
- **Pen Sponsor** - \$2,500*
- **Press Room Sponsor** - \$5,000
- **Reception Sponsor** - \$10,000
- **Registration Sponsor** - \$10,000
- **Show Daily Media Package** - \$4,000
- **Water Bottle Sponsor** - \$3,000*
- **Webinar Package** - \$12,000
- **You are Here Kiosk** - \$4,000

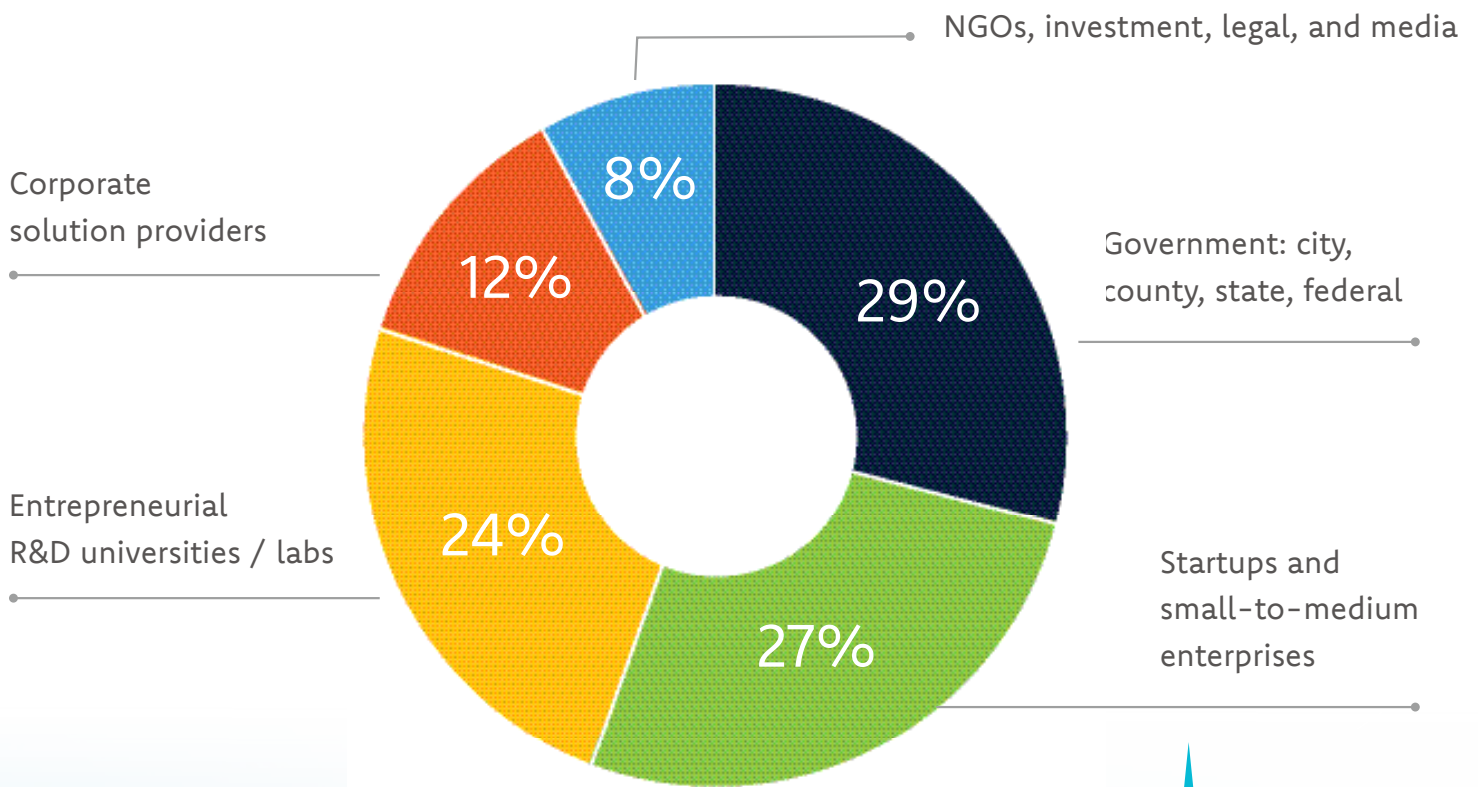
*Pricing does not include production costs, which are the responsibility of the sponsor.

Please contact your smart cities sales representative

or Richard Erb at rerb@techconnect.org to learn more about how you can leverage these powerful tools and make your event a complete success.

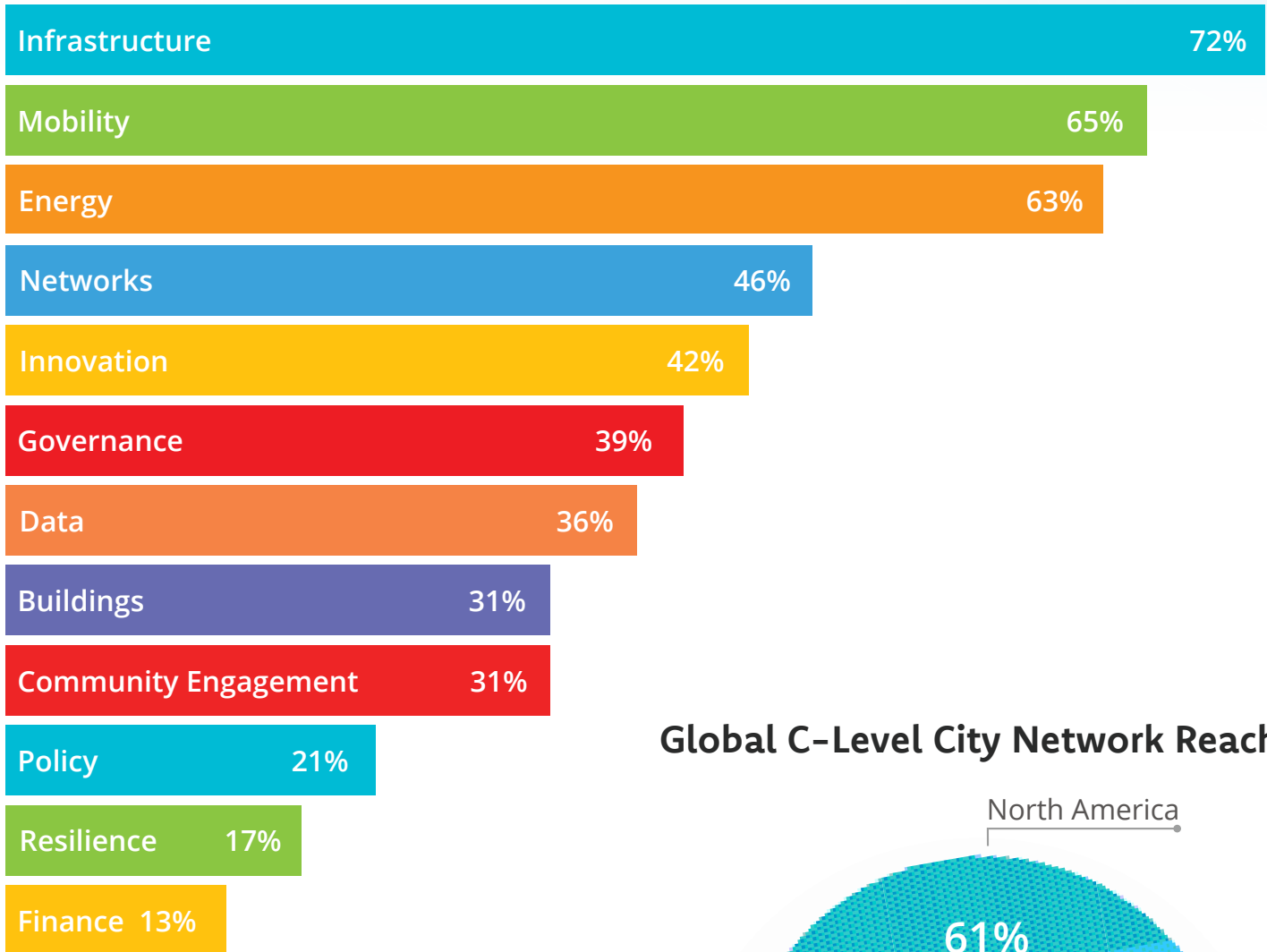


Over **130,000** active contacts opt in to the Smart Cities Connect network. They represent startups; academia; small and medium enterprises; corporations; and public officials at the city, state and federal levels.

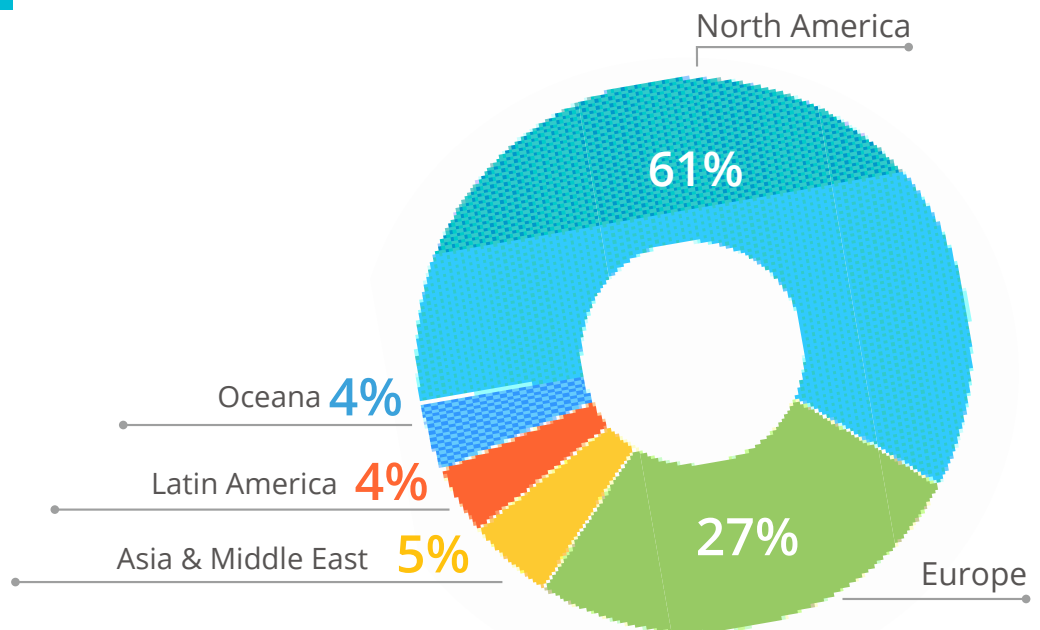




Areas of Interest:



Global C-Level City Network Reach:





How We Share Your Story

CUSTOM EMAIL CAMPAIGNS

\$5,000 each occurrence

- Exclusive messaging to customizable opt-in mailing lists
- **Average Open Rate:** 18%
- **Average Click Through Rate (CTR):** 2.1%
- Does not include design. HTML and subject line provided by advertiser.

CUSTOM WEBINARS

\$10,000 each occurrence

- Moderated content with your subject matter experts, resulting in guaranteed lead generation
- **Average Registration:** 150
- Guaranteed lead generation commitment.

NEWSLETTER PLACEMENT WITH AD

\$3,000 each occurrence

- **Feature banner:** 600 x 200 px
- **Average Open Rate:** 18.7%
- **Average Click Through Rate (CTR):** 2%
- **Average total recipients:** 90,000




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The Company/Division identified below ("Participant") applies to TechConnect ("Organizer") for sponsorship at the "Event" identified above on the terms and conditions of this "Application" plus the "Terms and Conditions of Participation in Event" on the second page of this application and contract (collectively, the "Agreement").

Company/Division: _____						
Exhibitor Name for Event Guide: _____						
Address: _____						M/S or Suite #: _____
City: _____	State: _____	Zip/Postal Code: _____		Country: _____		
Telephone: _____	Fax: _____	Email: _____				
Primary Contact: _____	Tel: _____	Email: _____				
Alternate Contact: _____	Tel: _____	Email: _____				
Accounting Contact: _____	Participant P.O.#: _____	Email: _____				
P.R. Contact: _____	Tel: _____	Email: _____				

Expo Dates	Platinum Sponsorship	Gold Sponsorship	Silver Sponsorship	Bronze Sponsorship	10'x10' Booth Units	Total Booth & Sponsorship
☐ National Harbor, MD Sept. 22-23, 2026	\$ _____	\$ _____	\$ _____	\$ _____	____ Units @ \$3,600	\$ _____
☐ Boston, MA March 23-24, 2027	\$ _____	\$ _____	\$ _____	\$ _____	____ Units @ \$3,600	\$ _____

Event Marketing Opportunities:
 ____ Banners - Call for Pricing
 ____ Break Sponsor - \$3,000
 ____ Conference Bag Insert - \$3,000*
 ____ Conference Bag Sponsor - \$10,000*
 ____ Conference Mobile App Sponsor - \$7,500
 ____ Custom Email - \$5,000 (limited)
 ____ Freestanding Billboard - \$3,000
 ____ Hospitality Suite - \$5,000

____ Lanyard Sponsor - \$8,500*
 ____ E-Newsletter Ad - \$1,000
 ____ Pen Sponsor - \$2,500*
 ____ Press Room Sponsor - \$5,000
 ____ Reception Sponsor - \$10,000
 ____ Registration Sponsor - \$10,000
 ____ Show Daily Media Package - \$4,000
 ____ Water Bottle Sponsor - \$3,000*
 ____ Webinar Package - \$10,000

____ You are Here Kiosk - \$4,000
 ____ Additional Registrations

**Pricing does not include production costs, which are the responsibility of the sponsor.*

Total Promo: \$ _____

Payment Terms: The total fee is calculated based on participant's selection above.

A deposit of 50% is due within 10 days of contract execution.

The balance of the total fee is due 120 days (4 months) prior to show (for a cumulative payment of 100%).

Total Fee \$ _____

Agreement is not transferable, and all fees are non-refundable. Cancellation by Participant after this Application is submitted will result in the collection of any cancellation fees due, per section 4 b. of the "Terms and Conditions of Participation in Event" on the second page of this application and contract. Failure of Participant to comply with any payment term will, among other things, result in loss of space and collection of any fees due. Please make checks payable to TechConnect LLC, and mail to:

TechConnect LLC
 Attn: Treasury Department
 315 Sigma Drive, Summerville, SC 29486
 Phone: (925) 353-5004

If organizer accepts this Application, it will countersign the Application, and the terms and conditions of the Agreement will be binding as of the date of the Application. Participant should request a copy of the "Terms and Conditions of Participation in Event" if none is attached.

I have read and agree to the Agreement, and Participant will pay the Total Fee. I am authorized to execute this Agreement for Participant.

Email completed contract to rerb@techconnect.org

Authorized Signature: _____	Title: _____
Name (printed): _____	Date: _____

For Organizer's Use Only:		
Accepted by Organizer: _____	Date: _____	
Space # Assigned (tentative): _____	Space Dimensions: _____	Total Fee: US\$ _____
Name of Salesperson: _____	Territory: _____	

2026/2027 Smart Cities Connect Conference & Expo: Terms and Conditions of Participation in Event

- 1. ACCEPTANCE BY ORGANIZER.** Participant's participation in the Event is subject to Organizer's approval. No contract is created until Organizer countersigns the Application. Organizer may withdraw its acceptance at any time by refunding the Total Space Fee paid if Organizer determines that Participant or its product is ineligible. Organizer makes no warranties regarding the number of persons who will attend the Event. Event dates, hours, and venue may be modified by information provided to Participant in writing.
- 2. ASSIGNMENT AND USE OF EXHIBIT SPACE.**
- a. Benefits and License Grant.** The Total Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Participant grants to Organizer the right to use Participant's name and logo in connection with the promotion and production of the Event. Participant may use the Event name before and during the Event solely to promote its participation in the Event.
- b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** Organizer will assign the Space. Organizer may reassign the Space or alter Event layout or venue at any time. The Space is for Participant's use only. Participant may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without Organizer's prior written consent. Participant must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless Organizer specifies otherwise. Any displays supplied by Participant must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with Organizer's schedule. Participant's activities must be confined within the Space and must be in support of products or services identified on the Application and directly related to Participant's normal business activities. Organizer may refuse permission to exhibit any products or services Organizer deems objectionable or unsuitable for the Event. At the Event, Participant may not exchange goods or money without Organizer's prior written consent, nor assist any other party in soliciting business without Organizer's prior written consent.
- c. Own Risk.** Participant has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Participant's Space are deemed the invitees or licensees of Participant and not of Organizer.
- d. Third-Party Contractors.** Organizer may require Participant to use designated third-party contractors to provide certain services ("Required Contractors"), and Participant must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.
- e. Other Events and Marketing.** Participant agrees that it may not use any Organizer event to leverage any other event in which Participant is a sponsor or participant, and therefore agrees that it may not, during the period from two days before until two days after (i) the Event or (ii) any other conference or exposition event produced by Organizer from three months prior until one year following the Event, conduct, promote, endorse, or participate in any functions, classes, seminars, exhibits, or similar marketing activities within 50 miles of any such event; other than (i) Participant's participation in the Event under this Agreement, or (ii) functions approved in writing by Organizer. During the Event, Participant may not promote its products or organization within 500 yards of any Event locations, except (i) in advertising contained in periodicals or similar regularly published media, or (ii) as permitted by this Agreement or by Organizer in writing.
- f. Other Event Payments.** Organizer may apply any payments made by Participant under this Agreement to any obligation that is past due under any other event-related agreement between Participant and Organizer, in which case Organizer will notify Participant of such application.
- g. Stated Expo Hours.** Participating exhibitors are required to maintain their exhibition space per stated expo hours. Any exhibitor who tears down prior to the completion of said expo hours will be stopped by show management and could face fines and or be denied from exhibiting at future Organizer events.
- 3. COMPLIANCE WITH LAWS AND RULES/INSURANCE.**
- a. Laws and Rules.** Participant must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the Americans With Disabilities Act or its local equivalent, and the terms, conditions, and rules issued by Organizer from time to time in connection with the Event. Participant's conduct, and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.
- b. Third Party Proprietary Rights.** Participant will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.
- c. Taxes and Licenses.** Participant is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.
- d. Insurance.** FOR EXHIBIT FLOOR PARTICIPANTS. Exhibitors must obtain insurance policies covering exhibiting materials at the Event. Exhibitor should also consider public liability, bodily injury, and property damage insurance. Such insurances shall name the Organizer and the Event Providers (as defined in paragraph 6 below) are named as additional insureds. Upon request, Exhibitor shall provide a certificate of insurance to the Organizer. Participant agrees to obtain and maintain in effect throughout the Event workers compensation and employers liability insurance in such minimum amounts as are required by law or are otherwise consistent with prudent business practice. Participant agrees to waive the right of subrogation of its insurance carrier against Organizer and the Event Providers to recover loss sustained for real and personal property.
- 4. CANCELLATION OR TERMINATION.**
- a. Cancellation.** Organizer may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, in which case Organizer will refund to Participant a pro rata portion of any space fees already paid to Organizer, after which Participant will have no further recourse against Organizer. A change in the name of the Event does not constitute a cancellation by Organizer.
- b. Termination by Participant.** Any cancellation by Participant occurring nine months or prior to the event will result in a seventy-five percent (75%) cancellation fee being owed by Participant to Organizer. Any cancellation later than nine months prior to the Event will result in 100% cancellation fee being owed by Participant to Organizer; All cancellation fees will be due immediately upon cancellation. Termination by Participant must be in writing and will be effective upon receipt by Organizer. Participant acknowledges the difficulty in determining a precise value for services rendered and expenses incurred by Organizer for the Event, and of ascertaining damages incurred by Organizer if Participant terminates this Agreement or Participant's participation in the Event; the amounts due from Participant under this Agreement as of the effective date of any termination by Participant belong to Organizer and represent an agreed measure of compensation, and are not to be deemed or construed as a forfeiture or penalty.
- c. Termination by Organizer.** Organizer may take possession of the Space and terminate Participant's participation in the Event upon Participant's failure to meet any obligations under the Agreement; including but not limited to Participant's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully, in a timely manner; or violate Organizer's standards of conduct. Any such termination is treated as a termination by Participant under this Agreement.
- 5. ORGANIZER MATERIALS.** The Exhibit Kit and any other methodologies or planning materials distributed to Participant related to the planning or execution of the Event ("Organizer Materials") are owned exclusively by and are confidential information of Organizer. Organizer grants to Participant a nontransferable, nonexclusive license, on an "AS IS" basis, to use such Organizer Materials solely in connection with Participant's participation in the Event. Participant is responsible for obtaining the Exhibit Kit from Organizer. Upon completion of the Event or earlier termination of this Agreement, Participant promptly must return the Organizer Materials to Organizer upon Organizer's written request. Participant may use but may not sell lists of Event Participants or attendees without Organizer's prior written permission.
- 6. LIMITATION OF LIABILITY; INDEMNITY.**
- a.** Under no circumstances is Organizer, the venue at which the Event is held, or any of their respective parents, affiliates, shareholders, employees, agents, officers, directors, successors and assigns (the "Event Providers") liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Participant for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Participant from the Event show guide or other materials.
- b.** None of the Event Providers are liable to Participant for any damage, loss, harm, or injury to the person, property, or business of Participant, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings, including claims and damages arising in whole or in part from the negligence of the Event Providers. It is the express intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by Participant to indemnify and protect the Event Providers from the consequences of the Event Providers' own negligence, whether that negligence is the sole or contributory cause of the resultant damage, loss, harm or injury.
- c.** Participant agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Participant's construction or maintenance of an unsafe Exhibit, and/or (ii) the negligence or misconduct of Participant or its agents or Participant's breach of any commitment made hereunder. Participant must maintain proper insurance coverage for its property and liability and represents and warrants that it has obtained adequate insurance to cover its potential liability hereunder.
- d.** Participant acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the venue at which the Event is held.
- 7. RELEASE.** Participant acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Participant hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims.
- 8. MISCELLANEOUS.** When countersigned by Organizer, this Agreement will constitute the entire agreement between Participant and Organizer concerning its subject matter and may only be modified in a writing signed by the parties. Organizer's rights under this Agreement are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this Agreement is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this Agreement or its responsibilities to any other party. Any action arising out of this Agreement, or the Event must be brought in the State of South Carolina and governed by the law of that locale, exclusive of the choice of law rules of any jurisdiction, and Participant consents to the jurisdiction of such courts. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Participant may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Participant must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Participant.