Appendix II
The San Angelo Business Plan Competition 2021: Entry Form

By entering and being accepted into the Competition and submitting the required Business Overview of The San Angelo Business Plan Competition (the “Competition”), each contestant/owner executing this Entry Form agrees to all of the following terms and conditions. If you advance to Phase II of the competition as a semi-finalist, an Entry Fee of $50.00 payable to: COSADC, is required and is nonrefundable. Payment of entry fees does not guarantee an award in the competition nor advancement to the next phase.

Originality of Plan
The statements, information, ideas and concepts set forth in the submitted documents are to be the original work of the contestants. By submission of this Entry Form, contestants individually warrant that their contest submissions are not subject to the intellectual property interest of any other person or entity, and that the contestant is under no agreement or subject to any restriction that prohibits or restricts the contestant’s authority to disclose or submit such statements, information, ideas or concepts to the Competition Officials for purposes of the Competition.

Compliance with Guidelines of the Competition
By signing below, each contestant named below certifies that he/she has read the competition guidelines, and that the team or individual represented by this entry agrees to abide by the guidelines and the decisions of the Judging Panel and Competition Coordinators. The Judging Panel and Competition Coordinators (Competition Officials) reserve the right, in their sole discretion, to disqualify any entry that violates the competition guidelines or does not meet the minimum measures of quality, viability, or feasibility set by the Judging Panel or Competition Coordinators.

Waivers and Releases
Each contestant understands that The San Angelo Business Plan Competition sponsors, judges, coordinators, and Angelo State University, its directors, officers, employees, consultants, and agents are volunteers and are under no obligation to render any advice or service to any contestant. Contestants also understand and agree that the legal protection of the information, ideas and plans submitted by the contestants to the competition is the sole responsibility of the contestants.

Competition Coordinators include the City of San Angelo Development Corporation (COSADC) and Angelo State University, each of which are subject to legislation relating to the disclosure of public information. Contestant hereby consents to access by Competition Officials and the public to all information and documents subject to disclosure under applicable law. The confidentiality of Contestant’s records, including Contestant information related to Competition Coordinators’ economic development considerations and grants or direct incentives provided pursuant to the Competition, will be maintained in accordance with and subject to all applicable laws, including the Texas Public Information Act (TPIA). COSADC will, as required by the TPIA notify a Contestant if a request relating to proprietary information is received, thereby permitting Contestant opportunity to protect such information from disclosure. Contestant acknowledges that the TPIA provides exceptions from the general requirement of disclosure of public information that may apply to Contestant trade secret, proprietary and confidential commercial financial information, and that Contestant will need to assert the interest of Contestant as provided under TPIA and at law for purposes of nondisclosure.

The Competition Officials (Competition Coordinators and Judging Panel) will comply with Texas State Statutes regulating public access to, and the confidentiality of, business proprietary information submitted by the contestant. In consideration of the time, expertise, and other resources provided by the Competition Officials to the competition and the benefits of participation in the Competition, each contestant hereby voluntarily releases the Competition Officials from any claim, damage, liability, responsibility, or accountability, known or unknown, relating to or arising out of information submitted or to be submitted by the Contestant to Competition Official’s as part of Contestant’s participation in the Competition.

To the fullest extent allowed by law each contestant agrees to all the following:

- CONTESTANTS ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATION IN THE COMPETITION, AND WAIVE AND RELEASE THE COMPETITION OFFICIALS, SPONSORS, AND THE TEXAS TECH UNIVERSITY SYSTEM, INCLUDING ANGELO STATE UNIVERSITY, THEIR OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES (the “RELEASED PARTIES”) FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION THEY MAY HAVE BY VIRTUE OF OR AS A RESULT OF PARTICIPATION IN THE COMPETITION. FURTHER, CONTESTANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ARISING OUT OF THEIR PARTICIPATION IN THE COMPETITION.
• Each Contestant agrees that the proper and exclusive place for the resolution of disputes arising from the Competition will be the City of San Angelo, Tom Green County, Texas.
• Competition winners are responsible for any taxes due related to incentives, grants or in-kind services received as a result of participation in the Competition.
• **BY EXECUTION OF THIS APPLICATION AND SEEKING TO PARTICIPATE IN THE 2021 SAN ANGELO BUSINESS PLAN COMPETITION I UNDERSTAND AND AGREE THAT SHOULD I BE SELECTED AS A WINNER I AM AUTHORIZING THE SAN ANGELO DEVELOPMENT CORPORATION, CITY OF SAN ANGELO AND THE BUSINESS PLAN COMPETITION COORDINATORS (COLLECTIVELY REFERRED TO AS THE PROMOTERS) TO USE MY NAME, PARTICIPATION, LIKENESS, PHOTOGRAPHS AND PICTURES FOR PUBLICATION FOR NEWS OR PROMOTIONAL PURPOSES AND THAT THE SAME SHALL REMAIN THE PROPERTY OF THE PROMOTERS. I FURTHER AGREE TO MAKE MYSELF REASONABLY AVAILABLE FOR FUNCTIONS RELATING TO MY PARTICIPATION IN THE COMPETITION, THE AWARD OF ANY GRANTS OR PRIZES RELATING TO THE COMPETITION, AND FOLLOW-UP INTERVIEWS OR PUBLIC APPEARANCES ABOUT MY BUSINESS ENTERPRISE THAT IS THE SUBJECT OF THE COMPETITION.**
• Each Contestant executing this Entry Form hereby acknowledges that he/she has read and understands these Competition Guidelines and agrees to be bound by them.

**DISCLAIMER**
*The San Angelo Business Plan Competition 2021 reserves the right to cancel the Competition at any point if, in the judgment of the Competition Officials, there is insufficient quality or quantity of business overviews or business plans to proceed. The determination of the Competition Officials will be final.*

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*For more owners please use a copy of this form*

**Competition Contestant(s)**

DATE, __________, 2021

(Signature/Date)

(Print Name)

**Competition Contestant(s)**

DATE, __________, 2021

(Signature/Date)

(Print Name)

*For more owners please use a copy of this form*