



October 13-15, 2024 | Denver Convention Center



SPONSORSHIP APPLICATION

CLIENT / COMPANY INFORMATION

Company Name

Company Street Address

Company City/State/Zip

Company Phone

Company Web Address

BILLING CONTACT INFORMATION / PERSON COORDINATING SPONSORSHIP

This individual will receive all correspondence related to the sponsorship including the invoice.

Name

Title

Email

Phone / Mobile

SPONSORSHIP INFORMATION

Product Name _____ Dates _____ Notes (sponsorship or advertising) _____

Product Name _____ Dates _____ Notes (sponsorship or advertising) _____

PAYMENTS

In exchange for the sponsorship opportunities outlined, Sponsor shall pay SHSMD the amount of:

Net Total \$ _____

(This sum to be paid in full within thirty (30) days from the date of the Organization invoice.)

| SPONSORSHIP PRODUCT | DELIVERABLES / SPECIFICATIONS |
|---------------------|-------------------------------|
| | |

SPONSORSHIP LETTER OF AGREEMENT

Company Name

Address

Country

City/State/Zip Code

Website

RETURN COMPLETED FORM TO:

Companies A-K

Karen Romano
770.432-8410 x158
kromano@tradeshowlogic.com

Companies L-Z

Kathy Maguire
770.432-8410 x153
kmaguire@tradeshowlogic.com

This letter sets forth the agreement ("Agreement") between SHSMD, a professional membership group of the American Hospital Association ("SHSMD") and organizer of the SHSMD Connections 2024 Conference ("Program"), and ("Sponsor"). The live event program will be held on October 13-15, 2024 at the Denver Convention Center unless otherwise modified by SHMD as set forth below.

1. Term

The term of this Agreement ("Term") will commence on the date this Agreement is signed by both parties and Sponsor's sponsorship payment has been received by SHSMD and will continue through October 15, 2024 unless terminated earlier pursuant to this Agreement.

2. Sponsorship

- a. During the Term of this Agreement, SHSMD agrees to identify and acknowledge Sponsor as a Sponsor of the Program. This sponsorship is non-exclusive and SHSMD has the right to sell other sponsorships for the same Program to multiple sponsors. Such identification and acknowledgment shall include displaying Sponsor's corporate logo and certain other identifying information in connection with the Program, as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Program. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by SHSMD. SHSMD shall be responsible for all aspects of the advertising, promotion, organization and coordination of the Program.
- b. Sponsor shall provide to SHSMD all necessary logos and other information, content, and materials (in printed, electronic and/or other form) as per a forthcoming 'sponsorship fulfillment letter' for use in connection with its sponsorship of the Program; provided, however, that all uses of such logos and other information, content, and materials shall be determined by SHSMD in its sole discretion.
- c. It is understood and agreed by Sponsor that SHSMD may make adjustments to the timing, dates and location of the Program as well as to the format of the Program including, but not limited to, changing the Program from an in-person event to a virtual event (in whole or part) and, if SHSMD deems it necessary, cancel such Program due to reasons beyond SHSMD's control as outlined in Section 7 below.

3. Mutual Intellectual Property License

Each party grants to the other party a limited, revocable, non-exclusive license to use the name and logo of the other party in connection with each party's rights and duties under this Agreement. Each party represents and warrants that its name and logo does not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party.

4. Sponsor Responsibilities

- a. In consideration for the right to sponsor the Program and to be acknowledged by SHSMD as a sponsor of the Program during the Term of this Agreement, Sponsor agrees to make a sponsorship payment to SHSMD in the amount indicated on this Agreement. The Sponsor acknowledges that SHSMD does not maintain insurance for any of Sponsor's property and Sponsor therefore is advised to procure insurance for its property.

- b. The sponsorship payment described in this Section shall constitute payment by Sponsor solely for Sponsor's right to sponsor the Program and to be acknowledged by SHSMD as a sponsor of the Program. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by SHSMD on behalf of Sponsor, or income from a partnership or joint venture.

5. Relationship of Parties

The relationship of the parties to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that SHSMD is in the business of providing the products and/or services provided by Sponsor.

6. Indemnification

Sponsor shall indemnify, defend and hold harmless SHSMD, its officers, directors, employees, members, and agents, and each of them, ("Indemnitees") attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) SHSMD's use of Sponsor's name, logo, Web site, or other information, materials, products, or services provided to SHSMD by Sponsor; and/or (ii) the breach of any of the covenants, representations, and warranties outlined in this Agreement by Sponsor, its employees, agents, or contractors. This indemnity shall require the payment of costs and expenses by Sponsor on SHSMD's behalf as such expenses occur. The provisions of this Section shall survive any termination or expiration of this Agreement.

7. Cancellation

Your company may not cancel the SHSMD Connection's Sponsorship Agreement after the acceptance by SHSMD. Companies are liable for the contracted total and no sponsorship cancellation refunds will be granted due to ongoing promotions. In the case that a sponsored item or event is cancelled by SHSMD for any reason whatsoever, then the amount paid for the specific sponsorship will be refunded to the sponsor.

8. Termination

This Agreement shall terminate: (i) upon the occurrence of a breach by Sponsor if such breach is not cured within thirty (30) days after written notice of such breach is received by the Sponsor from SHSMD identifying the matter constituting the material breach; (ii) after entering this Agreement, SHSMD receives or discovers information that Sponsor, its owner(s) or senior leadership has been accused of a crime or fraud, engaged in conduct which brings the Sponsor into general public disrepute, contempt, or scandal, having the effect of reflecting unfavorably on SHSMD's public image and reputation; or (iii) at any time upon the mutual written consent of both parties.

In addition, SHSMD may cancel its obligations under this Agreement without liability due to any cause beyond SHSMD's control including, but not limited to, acts of God, natural disaster, civil disorders, labor disputes, war, terrorism, infectious disease, curtailment of transportation, unavailability of facilities, illness (based on World Health Organization recommendations), government regulations or any other cause beyond the SHSMD's reasonable control which the SHSMD determines makes it commercially impracticable, inadvisable, impossible, or illegal to fulfill this Agreement. In the event of a cancellation of the Program pursuant to this provision, Sponsor shall not be entitled to a refund of its sponsorship payment however if SHSMD recovers any monies as a result of the cancellation, SHSMD may refund all or a portion of the sponsor payment to Sponsor.

9. Communications

- a. The SHSMD logo and SHSMD conference logo may not be used without the express written permission of SHSMD. SHSMD will distribute an official SHSMD logo to all sponsoring companies for their use prior to the conference. Companies agree to abide by the guidelines included with the SHSMD logo.
- b. Digital. Use of Mobile App — Sponsoring companies will not post solicitous messaging, sales promotions or unprofessional notations. It is the sole discretion of SHSMD to remove messages that do not comply with our guidelines and/or remove privileges entirely.
- c. E-mail and phone
- All SHSMD mailing lists are for one-time use only and do not include phone numbers or e-mail addresses. Phone and e-mail appending and solicitation strictly prohibited. The preconference attendee mailing list will be sent approximately three weeks prior to the conference and must be used in reference to the SHSMD Connections conference, and not to promote another event. Mailings must occur by December 31, 2023. Multiple uses and transfer to / sharing with other companies are subject to a penalty of \$2,500 per mailing.
 - Sponsoring companies communications will not convey endorsement by or representation of SHSMD.
 - Sponsoring companies will not use the SHSMD logo without written authorization.

SHSMD reserves the right to exclude non-compliant sponsoring companies from the current or future conferences

10. General Provisions

- a. SHSMD Connections 2024 is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with SHSMD for exhibit space and/ or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during SHSMD Connections.
- b. Sponsoring companies must abide by all of the facility rules and regulations of the hotels participating in the SHSMD housing block. Aforementioned rules and regulations to be provided upon request.
- c. Host companies must contact SHSMD to request approval of any function space usage at the convention center and contracted hotels.

- d. Times OF SPONSOR OR EXHIBITOR-LED EVENTS may not conflict with official conference hours. Companies not sponsoring or exhibiting are prohibited from hosting hospitality functions, market research, or focus groups during the SHSMD 2024 Annual Conference. Exhibitors and sponsors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of SHSMD Connections 2024. Host companies must make it clear that their event is not an official SHSMD function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify SHSMD against any and all liability, claims and demands arising out of or in connection with such functions.
- e. Each exhibiting and sponsoring company will have information included in the SHSMD Connections mobile app and SHSMD Vendor Directory. Information will include all or part of the following: company name, logo, URL, booth number, categories and 100-word description. A URL will be provided after payment is received in full for secure access to upload information. SHSMD will make every attempt to collect the description from the primary logistics of the exhibiting company but if a timely response is not received, SHSMD reserves the right to use a description submitted in a previous year or to use information from the exhibiting company's website.
- f. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- g. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.
- h. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.
- i. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- j. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- k. This Agreement and all disputes and causes of action between the parties (in contract, warranty, tort, strict liability, by statute or otherwise) shall exclusively be governed by the laws of the State of Illinois (exclusive of its conflicts of law principles). The sole and exclusive venue for any disputes, claims, or causes of action, legal or equitable, arising under the Agreement or otherwise, shall be the state or federal court located in Chicago, Illinois and the parties consent to this jurisdiction and shall not contest venue or personal jurisdiction in this forum.

If you accept the terms of this Agreement, please sign below and return this Agreement. Thank you for your sponsorship. We look forward to working with you to make the Program a success!

Sincerely,

Society for Healthcare Strategy & Market Development of the American Hospital Association

Accepted & Agreed:

By _____

Sponsor Name

Title

Sponsor Signature

Date