



SPONSORSHIP LETTER OF AGREEMENT

Company Name (as it should appear in the program)

Address

Country

City/State/Zip Code

Website

Dear

We are delighted to have _____ as a sponsor for the American Organization for Nursing Leadership ("AONL") and the Professional Governance Leadership Conference. This letter sets forth the agreement ("Agreement") between AONL, organizer of the Conference ("Program"), and _____ ("Sponsor"). The Program will be held on June 26–27, 2023 at the Hilton Denver City Center in Denver, Colorado unless otherwise modified by AONL 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 AONL and will continue through June 27, 2023 unless terminated earlier pursuant to this Agreement.
2. Sponsorship.
 - a. During the Term of this Agreement, AONL agrees to identify and acknowledge Sponsor as a Sponsor of the Program as outlined in **Exhibit A** which is attached to and made a part of this Agreement. This sponsorship is non-exclusive and AONL 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 AONL. AONL shall be responsible for all aspects of the advertising, promotion, organization and coordination of the Program.
 - b. Sponsor shall provide to AONL all necessary logos and other information, content, and materials (in printed, electronic and/or other form) 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 AONL in its sole discretion.
 - c. It is understood and agreed by Sponsor that AONL 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 AONL deems it necessary, cancel such Program due to reasons beyond AONL'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 AONL as a sponsor of the Program during the Term of this Agreement, Sponsor agrees to make a sponsorship payment to AONL in the amount indicated in **Exhibit A** of this Agreement. The Sponsor acknowledges that AONL 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 AONL as a sponsor of the Program. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by AONL 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 AONL is in the business of providing the products and/or services provided by Sponsor.
6. Indemnification. Sponsor shall indemnify, defend and hold harmless AONL, 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) AONL's use of Sponsor's name, logo, Web site, or other information, materials, products, or services provided to AONL 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 AONL's behalf as such expenses occur. The provisions of this Section shall survive any termination or expiration of this Agreement.
7. 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 AONL identifying the matter constituting the material breach; (ii) after entering this Agreement, AONL 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 AONL's public image and reputation; or (iii) at any time upon the mutual written consent of both parties.

In addition, AONL may cancel its obligations under this Agreement without liability due to any cause beyond AONL'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 AONL's reasonable control which the AONL 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 AONL recovers any monies as a result of the cancellation, AONL may refund all or a portion of the sponsor payment to Sponsor.

8. General Provisions.

- a. Each party covenants, warrants, and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.
- b. 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.
- c. 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.
- d. 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.
- e. This Agreement together with **Exhibit A**: (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.
- f. 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.
- g. 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 to me.

Thank you for your sponsorship. We look forward to working with you to make the Program a success!

Sincerely,

American Organization for Nursing Leadership

ACCEPTED AND AGREED:

By: _____

Sponsor Name

Its: _____

Sponsor Signature

Date



EXHIBIT A

COMPANY INFORMATION

Company Name (as it should appear in the program)

Address

City/State/Zip Code

Country

Website

CONTACT INFORMATION FOR PERSON COORDINATING SPONSORSHIP

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

Contact Name

Title

Office Phone

Cell Phone

E-mail

SPONSORSHIP INFORMATION

Sponsorship 1

Sponsorship 2

Sponsorship 3

Sponsorship 4

PAYMENT

In exchange for the sponsorship opportunities outlined, Sponsor shall pay AONL, the amount of : \$ _____

METHOD OF PAYMENT

AONL Federal Tax ID # 36-3591337

Credit Card

*Information for credit card payments will be provided on your invoice.

Check – please send check to:

AONL Professional Governance Conference

USPS Mail:

75 Remittance Drive, Dept 91201

Chicago IL 60675-1201

FedEx/UPS Mailing Address:

Lockbox 91201

5505 North Cumberland Avenue, Suite 307

Chicago, IL 60656-1471

- Sponsorship payment is required in full upon return of this form.
- Confirmation will be returned to your company upon receipt of application and payment. No benefits will be given without full payment.

RETURN COMPLETED FORM TO:

Karen Romano (Companies A-K)
National Account Manager
kromano@tradeshowlogic.com
(770) 432-8410 x 158

Kathy Maguire (Companies L-Z)
National Account Executive
kmaguire@tradeshowlogic.com
(770) 432-8410 x 153