

## 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

### PRODUCT NAME(S), DATES & PRICING

Product Name

Dates

Notes (sponsorship or advertising)

Product Name

Dates

Notes (sponsorship or advertising)

Product Name

Dates

Notes (sponsorship or advertising)

**Net Total \$**\_\_\_\_\_

This sum to be paid in full upon receipt of the invoice.

PRODUCT	DELIVERABLES / SPECIFICATIONS

## SPONSORSHIP LETTER OF AGREEMENT

Client Company Name (as it should appear in the program)

Address

Country

City/State/Zip Code

Website

Sponsor/Client Organization has read and agrees to abide by all terms and conditions in this Client Contract including without limitation in the attached Standard Terms and Conditions incorporated by this reference into this Client Contract. By signing below, Client understands that it is entering into a contract including a commitment to pay the above total as specified. Client also acknowledges it is purchasing a specific date/time to conduct any agreed upon podcast, webinar or other Product (as defined in the Standard Terms and Conditions below) on the terms and conditions in this Client Contract including the below Standard Terms and Conditions. Once Organization receives your signature below we will secure the date/time slot for your sponsored Product. This Client Contract will become binding only when Organization countersigns below.

### American Hospital Association

### Accepted & Agreed:

By

Sponsor Name

Title

Sponsor Signature

Date

Date

### RETURN COMPLETED FORM TO:

#### Companies A-K

Karen Romano  
National Account Executive  
(770) 432-8410 x158  
kromano@tradeshowlogic.com

#### Companies L-Z

Kathy Maguire  
National Sales Manager  
(770) 432-8410 x153  
kmaguire@tradeshowlogic.com

## Standard Terms & Conditions

The following Standard Terms and Conditions (“T&Cs”) are agreed upon by and between the American Organization for Nursing Leadership (the “Organization”) and the entity identified as the Client (the “Client”) in the Client Contract to which these T&Cs are attached and incorporated into by this reference (collectively, the “Client Contract”).

Client wishes to purchase a sponsorship or advertising for the product(s) of Organization, as such products are specified in the Client Contract. Such product(s) may include without limitation one or more conferences or presentations (each, an “Event”) and/or non-Event product(s) such as webinars, podcasts, recordings or other offerings (collectively for all Events and non-Event products, the “Products” and each is a “Product”). Organization will, or will require its affiliates to, provide the benefits associated with such sponsorship or advertising as set forth in this Client Contract, subject to these T&Cs:

1. **Term.** The term of these T&Cs (“Term”) will commence on the date the Client Contract is signed by both parties, and will continue through the later of (1) the completion of the last Event listed in this Client Contract or (2) the completion of the deliverables related to other Products unless terminated earlier pursuant to these T&Cs.
2. **Client Benefits.** Client is purchasing the sponsorship benefits or advertising outlined in the Client Contract and subject to the dates/times and requirements described (collectively, the “Client Benefits”) for each Product. Such benefits will be provided on the date(s) given in the Client Contract, subject to the terms and conditions in these T&Cs. The Client Benefits are not transferable and are not redeemable for cash credits. A sponsorship or advertising is non-exclusive and Organization has the right to sell other sponsorships or advertising for the same Event or other Products to multiple sponsors or advertisers. The placement, form, content, appearance, and all other aspects of the manner in which a Client is identified and acknowledged as part of the Client Benefits granted shall be determined by Organization. Organization and not Client shall be responsible for all aspects of the advertising, promotion, organization and coordination of the Event(s) or other Product(s). The Client acknowledges that Organization does not maintain insurance for any of Client’s property and Client therefore is advised to procure insurance for its property.
3. **Client Fee.** For the Client Benefits, Client shall pay to Organization the amount described in this Client Contract (the “Client Fee”). PAYMENT IN FULL OF THE NET TOTAL CLIENT FEE IS DUE UPON RECEIPT OF THE ORGANIZATION INVOICE. Unless otherwise agreed in writing by both parties, the Organization may invoice Client once the Client Contract has been signed by both parties. **If full payment of the Client Fee is not received by Organization when due, this Agreement will automatically terminate without further action of the parties unless otherwise agreed in writing by the parties.** Except as otherwise expressly stated in these T&Cs, the Client Fee is non-refundable and cancellations or rescheduling will not be accepted and Organization shall not be obligated to issue any refunds or credits. The Client Fee shall constitute payment by Client solely for Client’s right to receive the Client Benefits. Payment shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by Organization on behalf of Client, or income from a partnership or joint venture.
4. **Change, Cancellation, or Substitution.** The Organization reserves the right to change, cancel, or substitute any of the Client Benefits at any time. In such event, Organization will work with Client in

good faith to agree on any available alternate Client Benefits, if any, with any final decisions about such alternate Client Benefits to be made by Organization in its sole and reasonable discretion. It is understood and agreed by Client that Organization may make adjustments to the timing, dates and location of any Product as well as to the format of a Product including, but not limited to, changing an Event or other Product from an in-person event to a virtual event (in whole or part) and, if Organization deems it necessary, canceling an Event or other Product due to reasons beyond Organization’s control as outlined in the Miscellaneous section below.

### 5. Client Responsibilities.

- a. **Event Attendance.** Client representatives at each Event shall be restricted to Client employees, consultants or agents registered as part of Client team prior to Event. All such representatives shall wear badges and/or other identification provided by the Organization or Event staff at all times during any Event programming to indicate their connection to Client. Client shall be fully responsible for the acts and/or omissions of each of its representatives.
- b. **Client Conduct at Events.** Clients may not engage in any activity during an Event that is competitive with the Organization or which annoys, endangers or interferes with the rights of other attendees, sponsors or staff of an Event, or an Event’s activities, as determined by the Organization in its sole discretion. Client may not expressly or impliedly at any time convey to anyone that it represents the Organization or is endorsed by the Organization.
- c. **Submission Deadlines.** Delivery of the Client Benefits by Organization are conditioned upon adherence by Client to any applicable submission deadlines given by the Organization.

### 6. Communications & Privacy.

- a. **Mailing List Use Limitations.** To the extent a mailing list is used by Organization for a given Product, it may be used by Client one-time only and only in reference to the Product. For Events, the pre-Event attendee mailing list will be emailed to Client approximately 30 days prior to the applicable Event. Any one-time mailings must occur by end of calendar year in which the Event or other Product takes place. Multiple uses or transfer to/sharing of the mailing list with third parties are subject to a penalty of \$5,500 per mailing, per additional usage, and Organization may in its discretion bar Client from receiving attendee lists for any future Products or exercise its rights under Section 11 of these T&Cs.
- b. **Digital Communications.** Client will not post or send solicitous messaging, sales promotions, or unprofessional notations on or via the Product mobile app to any persons or entities on the app, including without limitation to any Product registrants. It is the sole discretion of the Organization to remove non-compliant communications

and/or revoke some or all Client Benefits of the offending Client.

- c. **Hospitality/Peripheral Events.** All Client-related hospitality events or other events peripheral to the Product must be approved in writing by the Organization. Clients are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of the Product. Such functions may not conflict with the Product hours, or have otherwise received the express written approval of the Organization.
- d. **Editorial Control.** Client acknowledges and agrees that the Organization retains total editorial independence with respect to the content presented in connection with a Product such as an Event and the selection and presentation thereof. Client shall not have the right to “script” or otherwise direct the subject matter or emphasis of the Product. Except as may be expressly detailed in this Client Contract, the Organization is under no obligation to include any author or speaker suggested by Client for a Product. Client shall clearly disclose to the Organization any financial, employment or other relationship between Client and any suggested speaker or author. Organization has the right to refuse content (title, speakers, description, presentation slides, etc.), if any element does not meet stated guidelines. If content requires revision, the Client must revise within the submission deadlines above, or face late fees. No changes to the date, time or topic of any content may be made with respect to a Product once initial materials (i.e. description, speaker biographies and photos) have been submitted for fulfillment. If changes are deemed necessary by Client and Organization chooses to accept such changes, an additional fee will be due by Client as a condition to having such changes made. Any such fee will be at a minimum 50% of the original Client Fee for the Product and is payable within 30 days of the date of the Organization’s invoice for same.

7. **Content.**

- a. **Appropriateness of Content, Generally.** Any and all content, including without limitation any promotional materials or Client-Submitted Content (defined below), used by Client in connection with a Product such as an Event must be appropriate to the mission of the Organization or theme of the Product. The Organization reserves the right to refuse content deemed by it to be inappropriate. Client is encouraged to submit copy of all content to Organization as early as possible in advance of using it to facilitate the Organization’s review. Organization reserves the right to cancel the Product (e.g. a webinar or other Product for which a sponsorship or advertising is purchased) in the rare instance where the final presentation slides or other materials are found inappropriate by it in its reasonable discretion.
- b. **Promotional Materials.** Client must submit a digital package of promotional material it would like to use in connection with the Product in accordance with the deadlines given above in this Client Contract prior to the scheduled launch of the Product or Event date as applicable. The Organization must approve all promotional materials included in the Client’s package and reserves the right to reject materials if, at its discretion, the materials do not meet the requirements in these T&Cs. Client must adhere to the Organization’s conference shipping and distribution guidelines for all

promotional materials. Client may not distribute Client literature (including without limitation company flyers, leaflets, white papers, or other promotional materials) anywhere inside or outside the physical Event location including without limitation in guest rooms, meeting rooms, exhibit halls, or public spaces, unless they have purchased a display table and display the materials only on that table or have otherwise received the express written approval of the Organization.

c. **Client-Submitted Content.**

- i. **General.** Client-Submitted Content (defined below) must be pre-approved in writing by the Organization. Decisions to accept Client-Submitted Content are made at the sole discretion of the Organization and are based on quality of writing and graphic design, timeliness of content, interest and relevance to Organization constituents, alignment with Organization editorial priorities, adherence to Client Content guidelines and submission format, and readiness of materials (must be production ready). Client Content must be educationally focused versus promotional. “**Client-Submitted Content**” means content submitted by Client for distribution by the Organization to the Product registrants and can take the form of case studies, white papers, infographics, podcasts, webinars, or similar works.
- ii. **Editorial Control.** The Organization reserves the right to exercise editorial judgment and make editorial changes to any Client-Submitted Content. If the Organization rejects such content and the Client chooses not to revise, such choice will be considered a cancellation by Client and Client Fees will not be refunded. The Organization is not responsible for how such content is perceived. Client grants the Organization a perpetual, royalty-free, worldwide, irrevocable, non-exclusive license to display, distribute, and republish the Client-Submitted Content to membership and other audiences for any purpose and this license shall survive termination of these T&Cs. Client-Submitted Content will be labeled as such including in any promotional language or description, on public and member-only web landing pages, resource library, advertising or social posts. Client-Submitted Content must be received by the Organization within the submission dates specified in this Client Contract. Client-Submitted Content received late or incomplete is subject to posting date changes or cancellation.
- iii. **Authorized Use.** Client-Submitted Content submissions must be created by or on behalf of the Client, or the Client must have received permission or authorization sufficient for the content’s uses including without limitation uses in the above grant of license from the owner of any content submitted to the Organization. In submitting content to the Organization, Client is declaring that it is the owner of the content or has the authority to provide the content to the Organization for the uses contemplated including in connection with the uses in the above grant of license.

- 8. **License.** When a Product or Client Benefit involves inclusion of Client branding (e.g. Client logos, trademarks) or any Content (defined below), Client hereby grants to the Organization a non-exclusive, world-wide, royalty-free, perpetual license to copy, record, distribute, publish and otherwise display Client’s branding and the Content in connection with the applicable Product or

Client Benefit including without limitation, any recordings or publications made in connection with such Product or Client Benefit. The Organization shall use commercially reasonable efforts to display Client's branding in accordance with the written branding guidelines provided by Client to Organization in writing.

9. **Ownership & Use.** Client shall retain ownership of its brands, logos and/or any promotional materials or Client-Submitted Content submitted in connection with the Product. As between Client and the Organization, Organization shall retain ownership of all other materials generated, published or displayed in connection with the Product or Client Benefits including any and all recordings thereof. Client shall not utilize the brands, titles, logos, content or recordings of the Organization or its affiliates in any manner in connection with the Product or Client Benefits except as specified in these T&Cs. The Organization logo and/or applicable Event conference logo may not be used without the express written permission of the Organization. If appropriate, the Organization will distribute an official sponsor logo for Client use.
10. **Non-Infringement; Appropriateness.** All content used, offered, distributed, or submitted by Client in connection with a Product, including any and all promotional material and Client-Submitted Content (collectively, the "Content") must be original and accurate work that does not slander any individual or organization, or infringe upon or misappropriate any copyright or any other right whatsoever of any other individual or organization. Client represents, warrants, and covenants the Content does not infringe on any patent, trademark, trade secret, copyright, or other intellectual property or privacy right of any party or individual. Client further represents, warrants, and covenants that the Content is not obscene, threatening, harassing, libelous, deceptive, fraudulent, invasive of another's privacy, offensive, defamatory of any person, or otherwise illegal. If either party becomes aware of any infringing or unauthorized use of such content, that party shall promptly notify the other and cooperate in any investigation of the infringing or unauthorized use.
11. **Future Events.** The Organization reserves the right to exclude Client from future events should Client violate any of the terms and conditions in these T&Cs.
12. **Disclaimer of Warranties.** The Client Benefits are provided "as is" and the Organization expressly disclaims all warranties, express, implied or statutory, including, without limitation, the warranties of non-infringement, title, merchantability and fitness for a particular purpose. Notwithstanding any statements or forecasts about potential attendees, viewership or distribution, the Organization makes no warranties with respect to the number of individuals or entities that will participate in view or hear about any Product or Client Benefit. Client acknowledges and agrees (and shall make clear if requested by the Organization) that the opinions or content provided by any speaker, author or other participant in connection with any Client Benefit do not constitute the views or opinions of the Organization or its affiliates.
13. **Disclaimer of Opinions Expressed.** Any material or content submitted by or on behalf of Client, or any opinions or positions expressed by or on behalf of Client or by any Client speaker, author or other participant in connection with any Client Benefit, do not constitute the views of the Organization or any its affiliates and Client shall not in any way express or imply that they do. Upon request by the Organization, Client agrees to make this point clear to the intended audience.

14. **Limited Liability.** Notwithstanding any other provision in these T&Cs: The liability of the Organization in connection with these T&Cs shall not exceed the cost of the Client Fee received by Organization under the Client Contract. The Organization will not be liable for any consequential damages arising out of or related to these T&Cs, including but not limited to lost income or profits. Client is solely responsible for its branding, content, and actions or omissions relative to these T&Cs. As such, Client shall indemnify, defend and hold harmless the Organization, its affiliates, and its and their officers, directors, employees, members, agents, heirs, successors, and assigns, and each of them (collectively, "Indemnitees"), 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 be related to: (i) Organization's use of Client's name, logo, website, or other information, materials, Content, products, or services provided to Organization by Client; and/or (ii) the breach of any of the term, covenants, representations, and warranties outlined in these T&Cs by Client, its employees, agents, representatives, or contractors. This indemnity shall require the payment of costs and expenses by Client on Organization's behalf as such expenses occur. The provisions of this section shall survive any termination or expiration of these T&Cs.

14. **Miscellaneous.** Client will at all times comply with all laws, rules, and regulations applicable to it in connection with any Product, attendee communications or any other acts or omissions by it or on behalf of it relating to this Client Contract, including without limitation any and all applicable state and federal privacy laws and marketing laws such as the CCPA and CCPR (California) and similar state privacy laws and federal marketing law CAN-SPAM, and Client 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 the Client Contract. Client may not assign this Client Contract without the prior written consent of the Organization. The Organization shall have the right to list Client on its general, non-Event specific, list of Organization participants/sponsors/advertisers. Organization may cancel or postpone its obligations under this Client Contract without liability due to any cause beyond Organization'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 Organization's reasonable control which the Organization determines makes it commercially impracticable, inadvisable, impossible, or illegal to fulfill this Client Contract. In the event of a cancellation of the Event or other Product pursuant to this provision, Client shall not be entitled to a refund of its Client Fee however if Organization recovers any monies as a result of the cancellation, Organization may refund all or a portion of the Client Fee to Client. The waiver by either party of a breach or violation of any provision of this Client Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision in this Client Contract. In the event any provision of this Client Contract is held to be unenforceable, the remainder of this Client Contract shall remain in full force and effect, and the invalid provision will be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent of the parties. These T&Cs are part of the Client

Contract and all appendices and exhibits referred to above in these T&Cs combined constitute the entire agreement between Client and the Organization with respect to its subject matter and supersedes all previous negotiations, understandings and agreements between the parties. Anything else in this Client Contract, or any other document or instrument (including any attachments) to the contrary notwithstanding, any controversy, claim, dispute, question or disagreement arising out of or relating to this Client Contract, or the breach thereof, or any agreements or instruments relating hereto or delivered in connection with this Client Contract, including but not limited to a claim based on or arising from an alleged tort, shall be settled by binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules as then in effect or by private arbitrators mutually selected by the parties. The arbitration proceeding shall be held in Chicago, Illinois. The rules and procedures of the American Arbitration Association shall be the sole and exclusive procedures for the final resolution of any dispute; provided, however, that any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary. With respect to such preliminary relief, either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Any motions for judicial relief shall be made in a court in Chicago, Illinois.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable. The award shall be in writing, shall be signed by a majority of the arbitrators (if more than one), and shall include a statement regarding the reasons for the disposition of any claim. The award shall be final and binding upon the parties. Judgment may be entered upon the final decision of the arbitrator(s) in any court of competent jurisdiction. The Client Contract, including without limitation these T&Cs, shall be governed by the laws of the State of Illinois. Client consents to the preceding arbitration and venue provisions. Such provisions will survive termination of the Client Contract. Any person executing this Client Contract as Client represents that she or he is fully authorized to do so on behalf of Client, and agrees that in doing so Client shall be bound to all terms and conditions in this Client Contract. Each party hereby objects to and rejects the provisions of any acknowledgement, order acceptance, purchase order, warranty statement, or invoice which are inconsistent with or in addition to the provisions of this Client Contract. This Client Contract is the complete and exclusive contract between the parties with respect to the products identified above and may be modified only in writing signed by authorized representatives of each party. For the avoidance of doubt, any P.O. number entered into on the first page of the Client Contract is referenced only for the identifying number itself and no terms or conditions associated with such number are binding on Organization. No prior proposals, quotations, statements, forecasts, course of dealing, or usage of trade will be part of this Client Contract between the parties.

Client has read and agrees to abide by all terms and conditions in this Client Contract including without limitation in the above Standard Terms and Conditions incorporated by this reference into this Client Contract. By signing below, Client understands that it is entering into a contract including a commitment to pay the above total as specified. Client also acknowledges it is purchasing a specific date/time to conduct any agreed upon podcast, webinar or other Product (as defined in the Standard Terms and Conditions above) on the terms and conditions in this Client Contract including the above Standard Terms and Conditions. Once Organization receives your signature below we will secure the date/time slot for your sponsored Product. This Client Contract will become binding only when Organization countersigns above.