

This Sponsorship Agreement & Contract (“Contract”) of AMSN shall become effective when it has been submitted by the Sponsoring Company Name (“Sponsor”) and accepted by the Academy of Medical-Surgical Nurses Association (“AMSN”). The individual signing this Sponsorship Agreement & Contract represents and warrants that he/she is duly authorized to execute this binding Agreement & Contract on behalf of the Sponsor. By signing and submitting this Contract, the Sponsor agrees to be bound by the Terms & Conditions below. The Sponsor agrees that upon acceptance of this Agreement & Contract by AMSN, with or without appropriate payment of the sponsorship fee and further action by the Sponsor this Application & Contract, together with the Terms & Conditions below, (collectively “this Contract”) shall become a legally binding contract between AMSN and sponsoring company (“Sponsor”).

1. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit payment within 30 days of submitting their Contract. AMSN Management shall issue an invoice after accepting the Sponsor’s Contract. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to AMSN and remit to the following address via the U.S. Postal Service:

AMSN (Annual Convention Exhibits)
PO BOX 713239
CHICAGO IL 60677-1239

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx) to the following address:

AMSN (Annual Convention Exhibits)
LOCKBOX NUMBER 713239
350 EAST DEVON AVE
ITASCA IL 60143

Sponsors who wish to pay by ACH/wire must email exhibit@amsn.org for remittance instructions.

2. CANCELLATION SPONSORSHIP BY SPONSOR

Full payment is required and no refunds whatsoever will be made on cancellations of sponsorship. Sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancellation, subject to availability. AMSN does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to AMSN Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to AMSN Management via email to exhibit@amsn.org, provided that the Sponsor obtains confirmation of AMSN’s receipt of the email.

Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to AMSN cancellation pursuant to Section 4.

3. CANCELLATION OR CHANGES TO SPONSORSHIP BY AMSN

If for any reason beyond AMSN’s control AMSN determines that the sponsorship opportunity or the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that AMSN shall not refund the sponsorship fees paid to it by Sponsor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AMSN or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to AMSN for sponsorship, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Sponsor agrees to indemnify, defend and hold harmless AMSN, its directors, officers employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of the Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AMSN’s control. The terms of this provision shall survive the termination or expiration of this Contract.

4. ELIGIBILITY

AMSN reserves the right to determine the eligibility of any Sponsor and to prohibit a Sponsor from receiving sponsor recognition if, in the sole judgment of AMSN, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor AMSN must remain in effect from the time of submission of the Contract to the time the sponsorship concludes.

5. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to AMSN that no materials used in or in connection with their sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify AMSN of any information of which the Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold AMSN, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AMSN, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

6. EDITORIAL CONTROL

Sponsor acknowledges and agrees that AMSN, AMSN Management, its affiliates and, as applicable, the editors, writers and speakers, retain total editorial independence with respect to the content presented in any Sponsorship Opportunity and the selection and presentation thereof subject to Section 8 regarding Company Content. Except as expressly detailed in an Addendum, AMSN is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to AMSN any financial, employment or other relationship between Sponsor and any suggested speaker or author.

7. COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits AMSN to copy, record, distribute, publish and otherwise display Sponsor branding and Sponsor supplied content solely in connection with the applicable Sponsorship Opportunity (including, without limitation, any recordings or publications made from such Sponsorship Opportunity) in the manner agreed with Sponsor, it being understood that any mention or display of Sponsor or its products must be approved by Sponsor. Sponsor is solely responsible for any such content and shall defend, indemnify and hold AMSN and its affiliates harmless in the event that any third party asserts any claim of infringement or false advertising in connection with the Sponsor content or branding. AMSN shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to AMSN in writing.

8. USE OF AMSN NAME, BRANDS & LOGOS

The Academy of Medical-Surgical Nurses Association ("AMSN"), names and logos are registered trademarks owned by AMSN. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by AMSN Management. Sponsors of AMSN 23 may reference AMSN 23, use the AMSN 23 logo with reference to the Sponsors' support and participation as a Sponsor at AMSN 23. Sponsorship of AMSN does not imply endorsement or approval by AMSN of any product or; service, and none shall be claimed by any Sponsor.

Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to AMSN. All use of Sponsor logo(s) in accordance with this Contract are to insure Sponsor benefit. As between Sponsor and AMSN, AMSN Management and its licensors shall retain ownership of all other materials generated, published or displayed in connection with the Sponsorship Opportunity and all recordings thereof.

9. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold AMSN, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively AMSN Management) and each of them, harmless from and against a) the performance or breach of this Contract by Sponsor, its employees, agents, or contractors; b) the failure by Sponsor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of AMSN Management or AMSN by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of AMSN Management. Sponsor agrees that if AMSN Management is made a party to any litigation commenced by or against Sponsor, or relating to this Contract or the premises leased hereunder, then SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON AMSN MANAGEMENT OR AMSN BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

10. WARRANTIES

THE SPONSOR OPPORTUNITIES ARE PROVIDED "AS IS" AND AMSN 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. AMSN MAKES NO WARRANTIES WITH RESPECT TO THE NUMBER OF INDIVIDUALS OR ENTITIES THAT WILL PARTICIPATE IN, VIEW OR HEAR ABOUT ANY SPONSORSHIP OPPORTUNITY. Furthermore, Sponsor acknowledges and agrees that the opinions or content provided by any speaker, author or other participant in any Sponsorship Opportunity do not constitute the views or opinions of AMSN or its affiliates.

11. AMENDMENTS/ INTERPRETATION

AMSN reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Sponsor. Each Sponsor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AMSN reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Sponsors which, in the sole interpretation of AMSN shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future AMSN events.

12. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AMSN. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Sponsor's heirs, successors and assigns.

Sponsor may not assign this Contract without the prior written consent of AMSN except to a subsidiary or affiliate of Sponsor.

AMSN shall have the right to list Sponsor on its general (i.e., non- opportunity specific) list of advertisers/sponsors.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL AMSN, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS INCLUDING SMITHBUCKLIN CORPORATION, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "AMSN PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY SPONSOR, EVEN IF ANY OF THE AMSN PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT AMSN PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSORSHIP FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE AMSN PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSORSHIP FEE. FURTHER, SPONSOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY AMSN PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.