



Advertising & Sponsorship Contract 2024 Terms & Conditions

This Advertising & Sponsorship Contract ("Contract") is entered into by and between the American Society for Health Care Engineering, a professional membership group of the American Hospital Association ("ASHE"), and Advertising/Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by ASHE. Sponsor wishes to purchase a sponsorship for the opportunities of ASHE or its affiliates, as specified in the Contract. The following Stand Terms & Conditions ("T&Cs") are agreed upon by and between ASHE and the entity identified as the Sponsor in the Contract to which these T&Cs are attached and incorporated into by reference to this Contract. The individual signing this Agreement & Contract represents and warrants that he/ she is duly authorized to execute this binding Agreement & Contract on behalf of the sponsoring company. Sponsor acknowledges it is purchasing specific date/time opportunities. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below including to pay the total sponsorship fees as specified. The sponsoring company agrees that upon acceptance of this Agreement & Contract by ASHE, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the T&Cs below, (collectively "this Contract") shall become a legally binding contract between ASHE and sponsoring company ("Sponsor").

1. MANAGEMENT

Smithbucklin will orchestrate management of all sponsorship opportunities and will be known as "ASHE Management". Smithbucklin is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payment. Additionally, Smithbucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment for the 2024 International Summit & Exhibition on Health Facility Planning, Design & Construction (PDC) Summit, March 17-20, 2024, San Diego, CA and the 2024 ASHE Annual Conference, July 21-24, 2024, Anaheim, CA. If a Sponsor elects to occupy a booth space at the PDC Summit and/or Annual Conference, Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to ASHE Management. Smithbucklin acts as a liaison between exhibitors, sponsors, ASHE, and any third party contractors. Any Sponsor with questions about their sponsorship should contact Smithbucklin directly via email at ashe@smithbucklin.com, phone at 312-673-4826, or in writing at Smithbucklin; 330 North Wabash Avenue, Suite 2000; Chicago, IL 60611 USA.

2. TERM

The term of these terms and conditions ("Term") will commence on the date the Contract is signed by both parties and the Sponsorship Fee(s) has/have been received in full by ASHE, and will continue through the later of (1) the completion of the last Event listed in the Contract or (2) the completion of the deliverables related to other opportunities unless terminated earlier pursuant to these T&Cs.

3. PAYMENTS, CANCELLATIONS & REFUNDS

ASHE Management shall issue an invoice after accepting the Sponsor's Contract. Sponsor must remit payment in the amount described in the Contract ("Sponsorship Fee") within 30 days of receipt of their invoice. Credit card payments can be made online using American Express, MasterCard or Visa. Make all checks payable to ASHE and remit to the following address via the U.S. Postal Service at ASHE; 75 Remittance Drive, Suite 1272; Chicago, IL 60675 USA. Alternatively, Sponsor may remit via overnight courier (e.g., FedEx) at AHA – ASHE Sponsorship Suite 1272; C/O The Northern Trust Bank; 350 North Orleans Street, FL 8; Chicago, IL 60654 USA. Sponsors who wish to pay by ACH/wire must email ashe@smithbucklin.com for remittance instructions. If the Sponsor is a sponsoring company of the PDC Summit, the sponsor agrees to remit payment no later than February 16, 2024, regardless of when they submitted their Contract. If the Sponsor is a sponsoring company of the Annual Conference, the sponsor agrees to remit payment by June 21, 2024, regardless of when they submitted their Contract. ASHE reserves the right to hold or revoke Exhibitor badges for any Sponsor with an unpaid balance and to instruct all official show contractors to deny goods and services. Furthermore, ASHE reserves the right at its sole discretion to cover-up or remove any sponsor logos if the Sponsor is not paid in full prior to payment deadline date. Except as otherwise expressly stated in these T&Cs, once paid, the Fee is non-refundable, and cancellations or rescheduling will not be accepted, and ASHE shall not be obligated to issue any refunds or credits. The Fee shall constitute payment by Sponsor solely for Sponsor's right to receive the opportunities identified in the Contract. Payment shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken on by ASHE on behalf of Sponsor, or income from a partnership of joint venture.

4. 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. ASHE does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to ASHE Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to ASHE Management via email to ashe@smithbucklin.com, provided that the Sponsor obtains confirmation of ASHE's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to ASHE cancellation pursuant to Section 4.

5. CANCELLATION OR CHANGES TO SPONSORSHIP BY ASHE

ASHE reserves the right to determine that the sponsorship opportunity, PDC Summit and/or Annual Conference ("Event(s)") must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed including the change of an Event from in-person to virtual, Sponsor understands and agrees that ASHE 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 ASHE or its directors, officers, employees, agents or subcontractors. ASHE will work with Sponsor in good faith to agree on available alternate opportunities, if any, with any final decisions about such alternate opportunities to be made by ASHE in its sole and reasonable discretion. Sponsor understands that it may lose all monies it has paid to ASHE for sponsorship, as well as other costs and expenses it has incurred, including travel to the PDC Summit and/or Annual Conference, setup, lodging, decorator freight, employee wages, etc. Sponsor agrees to indemnify, defend and hold harmless ASHE, its directors, officers, employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of PDC Summit and/or Annual Conference cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason. The terms of this provision shall survive the termination or expiration of this Contract.

6. ELIGIBILITY

ASHE 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 ASHE, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor ASHE must remain in effect from the time of submission of the Contract to the time the sponsorship concludes. This includes, but is not limited to, ensuring that Sponsor attendees to the Event(s) are restricted to Sponsor employees, consultants, or agents registered to the Sponsorship team prior to the Event whom shall indicated their connection to Sponsor at all times during the Event as directed by ASHE. Sponsor will at all times be fully responsible for the acts and/or omissions of each representative. Sponsor may not engage in any activity during the Event that is competitive with ASHE or which endangers or interferes with the rights of other attendees, sponsors, or staff of the Event, or an Event's activities, as determined by ASHE at its sole discretion

7. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to ASHE 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 ASHE 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 ASHE, 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, ASHE, 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.

8. EDITORIAL CONTROL

Sponsor acknowledges and agrees that ASHE, ASHE 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, ASHE is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to ASHE any financial, employment or other relationship between Sponsor and any suggested speaker or author.

9. COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits ASHE 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 ASHE 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. ASHE shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to ASHE in writing. Any and all content, including without limitation any promotional materials or Sponsor-submitted content must be appropriate to ASHE's mission or the theme of the Event. ASHE reserves the right to refuse content deemed to be inappropriate. ASHE reserves the right to cancel a Sponsor opportunity in the rare instance where the final Sponsor submissions are found inappropriate by it in its reasonable discretion. Sponsor acknowledges that it must remit all content (e.g., artwork, logos, written content etc.) in the format and by the due date outlined in their confirmation letter in addition to still being responsible for the sponsorship fee. ASHE reserves the right to determine an alternative resolution for any sponsor who fails to remit their content in the format and by the due date outlined in their confirmation letter.

10. USE OF ASHE NAME, BRANDS & LOGOS

The American Society for Health Care Engineering ("ASHE"), a professional membership group of the American Hospital Association, American Hospital Association ("AHA"), PDC Summit and Annual Conference, names and logos are registered trademarks owned by the AHA. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by ASHE Management. Sponsors of the PDC Summit may reference the PDC Summit use the PDC Summit logo with reference to the Sponsors' support and participation as a Sponsor at the PDC Summit. Sponsors of the Annual Conference may reference the Annual Conference use the Annual Conference logo with reference to the Sponsors' support and participation as a Sponsor at the Annual Conference. Sponsorship of ASHE does not imply endorsement or approval by ASHE 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 ASHE. To the extent an opportunity involves inclusion of Sponsor branding, Sponsor hereby grants to ASHE and ASHE Management a non-exclusive, word-wide, royalty-free, perpetual license to copy, record, distribute, publish, and otherwise display Sponsor's branding and content solely in connection with the applicable Event and/or opportunity including without limitation, any recordings or publications made in connection with the Event or opportunity. All use of Sponsor logo(s) in accordance with this Contract are to insure Sponsor benefit. As between Sponsor and ASHE, ASHE 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.

11. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold ASHE, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively ASHE 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 ASHE Management or ASHE by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of ASHE Management. Sponsor agrees that if ASHE 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 ASHE Management or ASHE by reason of such litigation. The terms of this provision shall survive the termination or expiration of this Contract.

12. LIMITATION OF LIABILITY

In no event shall ASHE, their Owners, Managers, Officers or Directors, Agents, Employees, Independent Contractors, including Smithbucklin Corporation, subsidiaries and affiliates, (collectively "ASHE 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 any claim by Sponsor, even if any of the ASHE parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Sponsor agrees that ASHE parties' sole and maximum liability to sponsor, regardless of circumstances, shall be the refund of the sponsorship fee. Sponsor agrees to indemnify and defend the ASHE 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 ASHE parties arising out of, or in any way related to, this Contract. Sponsor shall be solely responsible for its attorney's fees and costs. The provisions of this section shall survive any termination or expiration of these T&Cs.

13. WARRANTIES

The Sponsor opportunities are provided 'as is' and ASHE expressly disclaims all warranties, express, implied or statutory, including, without limitation, the warranted of non-infringement, title, merchantability and fitness for a particular purpose. Notwithstanding any statements or forecasts about potential attendees, viewership or distribution. ASHE 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 ASHE or its affiliates.

14. AMENDMENTS/ INTERPRETATION

ASHE 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. ASHE 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 ASHE shall be subject to disciplinary action up to and including ejection from the PDC Summit or Annual Conference and refusal to participate in any future ASHE events.

15. FORCE MAJEURE

ASHE may cancel or postpone its obligations under this Contract without liability due to any cause beyond its control including, but not limited to, acts of God, natural disaster, public health crisis, pandemic, epidemic, natural disaster, civil disorder, labor disputes, war, terrorism, infectious disease, curtailment of transportation, unavailability of facilities, illness (based on World Health Organization or Centers for Disease Control recommendations), government regulations, or any other cause beyond ASHE's reasonable control. In the event of a cancellation or postponement under this section, Sponsor shall not be entitled to a refund of its Fees, however, if ASHE recovers any monies as a result of the cancellation, ASHE may refund all or a portion of the Fee to Sponsor at its discretion.

16. ENFORCEMENT/ MISCELLANEOUS

Sponsor will at all times comply with all laws, rules, and regulations applicable to it in connection with any Event or opportunity, attendee communications, or any other acts or omissions by it or on behalf of it relating to this 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 or local privacy laws and federal marketing laws under CAN-SPAM. Sponsor shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. 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 ASHE. 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 ASHE except to a subsidiary or affiliate of Sponsor. ASHE shall have the right to list Sponsor on its general (i.e., non-opportunity specific) list of advertisers/sponsors.

17. ARBITRATION

The parties consent to bring any claims against each other before and settled by binding arbitration administered the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules as then in effect. The arbitration proceedings shall be held in Chicago, Illinois. The rules and procedures of the AAA shall be the sole and exclusive procedures for the final resolution of any dispute, provided that any party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary.