

This Sponsorship Agreement & Contract (“Contract”) of Emergency Nursing 2024 (“Event”) at The Venetian® Resort Las Vegas (“Facility”) over September 4 - 7, 2024, shall become effective when it has been submitted by the Sponsoring Company Name (“Sponsor”) and accepted by the Emergency Nursing Association (“ENA”). 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 ENA, 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 ENA and sponsoring company (“Sponsor”).

1. ENA EVENT MANAGEMENT

Smithbucklin (“ENA Event Management”) will serve as manager of all sponsorships for the Event. ENA Event Management will orchestrate management of all sponsorship opportunities and is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payment and fees. Additionally, ENA Event Management is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment and fees for the Event. If a Sponsor elects to occupy a booth space at the Event, Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to ENA Event Management.

Smithbucklin acts as a liaison between exhibitors, sponsors, ENA, and any third party contractors. Any Sponsor with questions about their sponsorship should contact Smithbucklin directly.

Smithbucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA
Phone: 312-673-5570
Email: enaexhibit@smithbucklin.com

2. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit 100% payment of their total fees within 30 days of receipt of their invoice from ENA Event Management. Full payment must be received on or before **July 26, 2024**, regardless of when they submitted their Contact. ENA reserves the right to hold or revoke badges for any Sponsor with an unpaid balance and to instruct all official contractors to deny goods and services. Furthermore, ENA 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.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to ENA and remit to the following address via the U.S. Postal Service:

Emergency Nursing Association (EN23 Sponsorship)
P.O. Box 7078
Carol Stream, IL 60197-7078

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

Emergency Nursing Association (EN23 Sponsorship)
930 E. Woodfield Road
Schaumburg, IL 60173

Sponsors who wish to pay by ACH/wire must email enaexhibit@smithbucklin.com for remittance instructions.

3. 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. ENA does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to ENA Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to ENA Management via email to enaexhibit@smithbucklin.com, provided that the Sponsor obtains confirmation of ENA's receipt of the email.

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

4. CANCELLATION OR CHANGES TO SPONSORSHIP BY ENA

If for any reason beyond ENA's control ENA 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 ENA 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 ENA or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to ENA 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 ENA, 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 ENA's control. The terms of this provision shall survive the termination or expiration of this Contract.

5. ELIGIBILITY

ENA 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 ENA, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor ENA must remain in effect from the time of submission of the Contract to the time the sponsorship concludes.

6. INTELLECTUAL PROPERTY MATTERS

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

7. EDITORIAL CONTROL

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

8. COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits ENA 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 ENA 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. ENA shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to ENA in writing.

9. USE OF ENA NAME, BRANDS & LOGOS

The Emergency Nursing Association (“ENA”), Emergency Nursing 2024 (“Event”), names and logos are registered trademarks owned by ENA. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by ENA Management. Sponsors may reference Emergency Nursing 2024, use the Emergency Nursing 2024 logo with reference to the Sponsors’ support and participation as a Sponsor at Emergency Nursing 2024. Sponsorship of ENA does not imply endorsement or approval by ENA 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 ENA. All use of Sponsor logo(s) in accordance with this Contract are to insure Sponsor benefit. As between Sponsor and ENA, ENA 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.

10. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold ENA, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively ENA 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 ENA Management or ENA by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of ENA Management. Sponsor agrees that if ENA 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 ENA MANAGEMENT OR ENA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

11. WARRANTIES

THE SPONSOR OPPORTUNITIES ARE PROVIDED “AS IS” AND ENA 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. ENA 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 ENA or its affiliates.

12. AMENDMENTS/ INTERPRETATION

ENA 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. ENA 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 ENA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future ENA events.

13. 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 ENA. 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 ENA except to a subsidiary or affiliate of Sponsor.

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

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL ENA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS INCLUDING SMITHBUCKLIN CORPORATION, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ENA 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 ENA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT ENA 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 ENA 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 ENA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.