Sponsorship Agreement & Contract 2026
Terms & Conditions

This Advertising, Exhibit, Sponsorship Agreement & Contract ("Contract") is entered into by and between the Association for the Health Care Environment, a professional membership group of the Hospital Capacity Management Consortium ("HCMC"), and Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by HCMC. Sponsor wishes to purchase a sponsorship for the opportunities of HCMC or its affiliates, as specified in the Contract. The following Stand Terms & Conditions ("T&Cs") are agreed upon by and between HCMC 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 HCMC, 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 HCMC and sponsoring company ("Sponsor").

1. **MANAGEMENT**
   Smithbucklin will orchestrate management of all sponsorship opportunities, except for Corporate Champion Sponsorships and Pinnacle Sponsorships, which HCMC will orchestrate, and will be known as "HCMC 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 Hospital Capacity Management Leadership Forum, July 11-12, 2026, in Denver, CO. If a Sponsor elects to occupy an exhibit booth space at the Hospital Capacity Management Leadership Forum 2026, Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to HCMC Management. Smithbucklin acts as a liaison between exhibitors, sponsors, HCMC, and any third-party contractors. Any Sponsor with questions about their sponsorship should contact Smithbucklin directly via email at **HCMC@smithbucklin.com**, phone at 202-367-2457, or in writing at HCMC C/O Smithbucklin; 330 North Wabash Avenue, Suite 2000; Chicago, IL 60611 USA. Corporate Champion and Pinnacle Sponsors about their sponsorship should contact HCMC directly via email at **HCMC@aha.org**, phone at 312-422-3860, or in writing at Association for the Health Care Environment (HCMC); 155 North Wacker Drive, Suite 400; Chicago, IL 60606 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 HCMC, 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**
   HCMC Management shall issue an invoice after accepting the Sponsor's Contact. 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, Discover, MasterCard or Visa.

Make all checks payable to:
HCMC and remit to the following address via the U.S. Postal Service at HCMC
75 Remittance Drive, Suite 1272
Chicago, IL 60675 USA.

Alternatively, Sponsor may remit via overnight currier (e.g., FedEx) at:
AHA-HCMC-91272
5503 North Cumberland Avenue
Chicago, IL 60656 USA.

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

If the Sponsor is a sponsoring company of the Hospital Capacity Management Leadership Forum, the Sponsor agrees to remit payment by May 11, 2026, regardless of when they submitted their Contact. HCMC 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, HCMC 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 Sponsorship Fee is non-refundable, and cancellations or rescheduling will not be accepted, and HCMC shall not be obligated to issue any refunds or credits. The Sponsorship 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 HCMC 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. HCMC does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to HCMC Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to HCMC Management via email to **HCMC@smithbucklin.com**, provided that the Sponsor obtains confirmation of HCMC's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to HCMC cancellation pursuant to Section 4.

5. **CANCELLATION OR CHANGES TO SPONSORSHIP BY HCMC**

HCMC reserves the right to determine that the sponsorship opportunity, Hospital Capacity Management Leadership Forum ("Event") 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 HCMC 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 HCMC or its directors, officers, employees, agents or subcontractors. HCMC 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 HCMC in its sole and reasonable discretion. Sponsor understands that it may lose all monies it has paid to HCMC for sponsorship, as well as other costs and expenses it has incurred, including travel to the Hospital Capacity Management Leadership Forum, set up, lodging, decorator freight, employee wages, etc. Sponsor agrees to indemnify, defend and hold harmless HCMC, its directors, officers, employees, agents and subcontractors from any and all loss which Sponsor may

suffer as a result of Hospital Capacity Management Leadership Forum 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**
HCMC 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 HCMC, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to Sponsor HCMC 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 indicate their connection to Sponsor at all times during the Event as directed by HCMC. 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 HCMC 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 HCMC at its sole discretion.

7. **INTELLECTUAL PROPERTY MATTERS**
The Sponsor represents and warrants to HCMC 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 HCMC 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 HCMC, 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, HCMC, 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 HCMC, HCMC 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, HCMC is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to HCMC 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 HCMC 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 HCMC 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. HCMC shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to HCMC in writing. Any and all content, including without limitation any promotional materials or Sponsor-submitted content must be appropriate to HCMC's mission or the theme of the Event. HCMC reserves the right to refuse content deemed to be inappropriate. HCMC 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. HCMC 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 HCMC NAME, BRANDS & LOGOS**

The Association for the Health Care Environment ("HCMC"), a professional membership group of the Hospital Capacity Management Consortium, Hospital Capacity Management Consortium ("AHA"), Hospital Capacity Management Leadership Forum, 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 HCMC Management. Sponsors of the Hospital Capacity Management Leadership Forum may reference the Hospital Capacity Management Leadership Forum use the Hospital Capacity Management Leadership Forum logo with reference to the Sponsors' support and participation as a Sponsor at the Hospital Capacity Management Leadership Forum. Sponsorship of HCMC does not imply endorsement or approval by HCMC 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 HCMC. To the extent an opportunity involves inclusion of Sponsor branding, Sponsor hereby grants to HCMC and HCMC Management a non-exclusive, world-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 Even or opportunity. All use of Sponsor logo(s) in accordance with this Contract are to ensure Sponsor benefit. As between Sponsor and HCMC, HCMC 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 HCMC, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively HCMC 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 HCMC Management or HCMC by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of HCMC Management. Sponsor agrees that if HCMC 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 HCMC Management or HCMC 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 HCMC, their Owners, Managers, Officers or Directors, Agents, Employees, Independent Contractors, including Smithbucklin Corporation, subsidiaries and affiliates, (collectively "HCMC 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 HCMC parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Sponsor agrees that HCMC 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 HCMC 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 HCMC 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 HCMC expressly disclaims all warranties, express, implied or statutory, including, without limitation, the warrantied of non-infringement, title, merchantability and fitness for a particular purpose. Notwithstanding any statements or forecasts about potential attendees, viewership or distribution. HCMC 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 HCMC or its affiliates.

14. **DO NO HARM**

Sponsor agrees not to engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of HCMC or its members. Sponsor further agrees not to harm, disturb, disrupt, or otherwise interfere with HCMC's operations, including Event. Sponsor shall immediately notify HCMC of any knowledge of or reasonable suspicion of violation of this provision by any exhibitor, attendee, or other entity.

15. RELEASE

In consideration of the opportunity to participate in Event, you and the company you represent agree to FOREVER RELEASE, WAIVE, AND HOLD HARMLESS HCMC and/or its members, officers, employees, and agents from any and all liability, injury, damage, loss, or expense that may arise, directly or indirectly, now or in the future, regardless of whether caused by fault on the part of HCMC, in connection with your attendance at an HCMC -hosted in-person event. You understand this release and waiver is intended to be as broad and inclusive as is permitted by law, and that if any portion of this release and waiver is held invalid, the remainder will continue in full legal force and effect. This release and waiver shall extend to and be binding upon you and your estate, heirs, executors, administrators, and personal representatives.

16. **AMENDMENTS/ INTERPRETATION**

HCMC 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. HCMC 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 HCMC shall be subject to disciplinary action up to and including ejection from the Hospital Capacity Management Leadership Forum and refusal to participate in any future HCMC events.

17. **FORCE MAJEURE**

HCMC 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 HCMC's reasonable control. In the event of a cancellation or postponement under this section, Sponsor shall not be entitled to a refund of its Sponsorship Fees, however, if HCMC recovers any monies as a result of the cancellation, HCMC may refund all or a portion of the Sponsorship Fee to Sponsor at its discretion.

18. **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 HCMC. 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 HCMC except to a subsidiary or affiliate of Sponsor. HCMC shall have the right to list Sponsor on its general (i.e., non-opportunityspecific) list of advertisers/sponsors.

19. **ARBITRATION**

The parties consent to bring any claims against each other before and settled by binding arbitration administered by 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.