



ATTENTION MAC USERS:

For best results, please use [Adobe Acrobat Pro Reader](#) to complete this form. Apple's Preview program provides limited functionality.

2021 Corporate Sponsor Agreement

The below named Sponsor hereby applies for corporate sponsorship with the American Society for Health Care Engineering, a 501(c)(6) nonprofit corporation (ASHE). Sponsor's submission of this Corporate Sponsorship Agreement (Agreement) shall constitute an offer from the Sponsor and shall not constitute a binding agreement unless and until executed by ASHE. ASHE reserves the right to reject the Sponsor's offer for any reason in its sole and absolute discretion.

1. SPONSOR INFORMATION

Company Name: _____

Mailing Address: _____

Company Contact & Title: _____

Phone: _____ Email: _____

Marketing Contact & Title (if different from above): _____

Phone: _____ Email: _____

2. SELECT SPONSORSHIP LEVEL

- 
 \$100,000
 Initiation Fee: \$10,000
 Custom Credit: \$90,000
- 
 \$75,000
 Initiation Fee: \$7,000
 Custom Credit: \$68,000
- 
 \$55,000
 Initiation Fee: \$5,000
 Custom Credit: \$50,000
- 
 \$40,000
 Initiation Fee: \$3,500
 Custom Credit: \$36,500

SPONSORSHIP TERM: _____

WHAT IS AN INITIATION FEE?

The **Initiation Fee** activates your sponsorship and includes a wide range of benefits, including ASHE membership, custom content opportunities, advertising discounts, and much more. For a full list of benefits, see page 3.

WHAT IS CUSTOM CREDIT?

Custom Credit provides sponsors the opportunity to customize your marketing plan and may be applied across all ASHE advertising, exhibits, sponsorships, and lead generation programs across ASHE's marketing portfolio. Corporate Sponsors must apply and use all Custom Credit upon signing of this Agreement. Expenses exceeding the allocated Custom Credit will be billed separately. To keep track of your spending, please complete the Custom Credit Worksheet on Page 4 and contact Sue Griffin at sgriffin@smithbucklin.com or 312.673.5586 with any questions related to the ASHE Corporate Sponsor Program.



2021 Corporate Sponsor Agreement

3. ASHE BUYER'S GUIDE LISTING

Corporate Sponsors receive a complimentary web-enabled listing in the ASHE 2021 online buyer's guide. The ASHE Team will provide instructions on how to submit your company logo, description, contact information, and categories upon receipt of signed agreement.

4. ASHE WEBINAR OR CASE STUDY

Premier and Champion levels include an opportunity to sponsor an ASHE webinar or provide a one-page case study in HFM magazine. Please select your option(s) below and preferred timing. ASHE will work with you on the exact date. Content is subject to ASHE approval.

- Premier level includes (2) webinars or one-page case studies
- Champion level includes (1) webinar or one-page case study

ASHE Webinar Wednesdays (Quantity: _____)

Preferred month(s)

One-page case study in HFM magazine (Quantity: _____)

Preferred month(s)

5. ASHE SOCIAL MEDIA POSTS

All Corporate Sponsors have an opportunity to provide (1) sponsored post on ASHE's LinkedIn, Twitter, and Facebook pages. ASHE will work with you on the exact dates and content is subject to approval.

Preferred month(s)

6. HFM INSIDER ADVERTISING

Premier, Champion, and Leader sponsor packages include banner advertising and an opportunity to provide an article in *HFM Insider*. Please indicate your preferred ad size and issue dates below. Ads are based on availability and content is subject to ASHE approval.

- Premier level includes (4) banner ads and (2) articles
- Champion level includes (3) banner ads and (1) article
- Leader and level includes (2) banner ads and (1) article

Top Leaderboard (728x90) Medium Rectangle (300x250)

Preferred week(s) for banner ads (*HFM Insider* is a weekly e-newsletter)

Preferred week(s) for article(s)

7. BILLING INFORMATION

Company Name

Billing Address

Billing Contact and Title

Phone

Email

Accounting Dept. Email

8. SELECT PAYMENT INSTALLMENT PLAN

- One-time payment in full upon invoice.
- Two (2) semi-annual payments due January 1 and June 1, 2021.

9. CANCELLATION POLICY & AGREEMENT

This ASHE Corporate Sponsorship Agreement is non-cancelable. Sponsor must apply and use all Custom Credit upon signing of this Agreement. Should a change occur, ASHE will work with the Sponsor to allocate Custom Credit within the Sponsorship Term.

By signing below, Sponsor agrees to adhere to the cancellation policies for ASHE advertising, exhibits, sponsorships, and lead generation programs. Sponsor also acknowledges that Sponsor has read, understands, and agrees to be bound by all of the Terms and Conditions of this Agreement, including the Corporate Sponsor & Initiation Fee Benefits and Custom Credit Worksheet attached hereto, which constitute part of this Agreement.

Please return signed Agreement via email to Sue Griffin at sgriffin@smithbucklin.com.

ACCEPTED FOR SPONSOR

Signature: _____

Print Name: _____

Date: _____



Corporate Sponsor Levels & Benefits

	 Premier \$100,000	 Champion \$75,000	 Leader \$55,000	 Advocate \$40,000
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Custom Credit: Amount to spend on advertising, exhibits, sponsorships, and lead generation programs across ASHE's marketing portfolio	\$90,000	\$68,000	\$50,000	\$36,500
Initiation Fee: Activates the branding items and priority benefits below	\$10,000	\$7,000	\$5,000	\$3,500
Complimentary ASHE memberships for sponsor representatives	10 included	6 included	4 included	2 included
Permission to use ASHE's Corporate Sponsor logo in advertising and promotional materials	✓	✓	✓	✓
Corporate sponsor recognition on ashe.org	✓	✓	✓	✓
Complimentary listing in ASHE's online buyer's guide	✓	✓	✓	✓
Opportunity to provide (1) sponsored post on ASHE's LinkedIn, Twitter, and Facebook pages	✓	✓	✓	✓
Opportunity to sponsor an ASHE webinar or provide a one-page case study for HFM magazine*	2 included	1 included		
Banner ad in <i>HFM Insider</i> e-newsletter (size and placement based on availability)	4 included	3 included	2 included	
Opportunity to provide an article in <i>HFM Insider</i> e-newsletter* (based on availability)	2 included	1 included	1 included	
Access to valuable networking opportunities with ASHE industry leaders attending board meetings, council/committee meetings, and executive forums.	✓			
Discount on ASHE/HFM print and digital advertising (includes HFM magazine ads, website, digital edition, e-newsletters)	15%	15%	15%	15%
Bonus points for the ASHE Priority Points Program	+12 points	+9 points	+7 points	+6 points

*All sponsor-provided content (including webinars, articles, and case studies) are subject to ASHE approval. An abstract of all HFM Insider articles must be submitted to the ASHE/HFM Editorial Advisory Board three months prior to publication date. If accepted, ASHE will provide an author agreement to be signed by sponsor who develops final article. The final article must be between 1,250 – 1,500 words and submitted as a Word Document. The final article is subject to further review and editing for content and commercialism. ASHE will provide more detailed guidelines with deadlines upon signed agreement.



LET'S GET STARTED!

Contact Sue Griffin at 312-673-5586 or sgriffin@smithbucklin.com to customize your sponsorship program.

Apply your Custom Credit by using the worksheet below. For the best experience, please use [Adobe Acrobat Pro Reader](#). Contact Sue Griffin at sgriffin@smithbucklin.com or 312-673-5586 for more information and tips on building your sponsorship program. Please also download the [2021 Marketing Guide](#) for detailed information on all of ASHE's opportunities.

Company Name: _____

Sponsor Level: Premier Champion Leader Advocate / Custom Credit Available: \$ _____

HFM Print Ads

Issue	Rate & Schedule		
	Size & Frequency	Net Rate	Placement/Orientation
January/February (Ad Close 12/1/20; Materials Due 12/10/20)	_____	\$ _____	_____
March (Ad Close 2/1/21; Materials Due 2/9/21)	_____	\$ _____	_____
April (Ad Close 3/3/21; Materials Due 3/11/21)	_____	\$ _____	_____
May (Ad Close 4/5/21; Materials Due 4/12/21)	_____	\$ _____	_____
June (Ad Close 5/3/21; Materials Due 5/11/21)	_____	\$ _____	_____
July (Ad Close 6/3/21; Materials Due 6/11/21)	_____	\$ _____	_____
August (Ad Close 7/2/21; Materials Due 7/12/21)	_____	\$ _____	_____
September (Ad Close 8/4/21; Materials Due 8/12/21)	_____	\$ _____	_____
October (Ad Close 9/6/21; Materials Due 9/13/21)	_____	\$ _____	_____
November/December (Ad Close 10/4/21; Materials Due 10/12/21)	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

HFM Specialty Ads

Ad Unit	Rate & Schedule			
	Net Rate	# of Issues	Net Total	Issue Month(s)
Solutions Products + Services Section (1 available per issue)	<input type="checkbox"/> \$3,250	_____	\$ _____	_____
Custom Content (call for pricing; 2 available per issue)	<input type="checkbox"/> \$ _____	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ (Corporate Discount does not apply)

HFM Survey Sponsorships

	Rate & Schedule
ASHE Hospital Construction Survey (limit 5 sponsors)	<input type="checkbox"/> \$8,000
ASHE/AHE Biennial Salary Survey (limit 5 sponsors)	<input type="checkbox"/> \$8,000
Sponsored Research (call for pricing)	<input type="checkbox"/> \$ _____ (target launch date: _____)

Notes: _____ / Net Total \$ _____ (Corporate Discount does not apply)

HFM Website

Ad Type	Rate & Schedule	
	CPM	Net Rate
Banner Ads (10,000 impressions)	<input type="checkbox"/> \$90 CPM	\$ _____
Banner Ads (10,001+ impressions)	<input type="checkbox"/> \$85 CPM x _____ impressions	\$ _____
Video Ad (top right side banner only)	<input type="checkbox"/> \$180 CPM x _____ impressions	\$ _____
Sponsored Content Package (Content is subject to ASHE approval)	<input type="checkbox"/> \$3,750 <input type="checkbox"/> Add video \$750	\$ _____

Run Dates: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

Ad Retargeting

		Rate & Schedule	
Ad Type		CPM	Net Rate
Banner Ads (Minimum of 50,000 impressions) Select up to three site(s): <input type="checkbox"/> hfm magazine.com <input type="checkbox"/> ashe.org <input type="checkbox"/> energytocare.org		<input type="checkbox"/> \$130 CPM x _____ impressions	\$ _____

Run Dates: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

HFM Digital Edition Sponsorship

		Rate & Schedule				
Issue	Without Print Buy	Net Rate	With Print Buy	Net Rate	Add-On Option	Net Rate
January/February	_____	\$ _____	_____	\$ _____	_____	\$ _____
March	_____	\$ _____	_____	\$ _____	_____	\$ _____
April	_____	\$ _____	_____	\$ _____	_____	\$ _____
May	_____	\$ _____	_____	\$ _____	_____	\$ _____
June	_____	\$ _____	_____	\$ _____	_____	\$ _____
July	_____	\$ _____	_____	\$ _____	_____	\$ _____
August	_____	\$ _____	_____	\$ _____	_____	\$ _____
September	_____	\$ _____	_____	\$ _____	_____	\$ _____
October	_____	\$ _____	_____	\$ _____	_____	\$ _____
November/December	_____	\$ _____	_____	\$ _____	_____	\$ _____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

HFM Insider E-newsletter

		Rate & Schedule		
Ad Unit	Frequency Rate	# of Issues	Net Total	Issue Dates (Weekly)
Top Leaderboard	_____	_____	\$ _____	_____
Medium Rectangle	_____	_____	\$ _____	_____
Sponsored Content	_____	_____	\$ _____	_____
Ad Takeover	_____	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

HFM PDC E-newsletter

		Rate & Schedule		
Ad Unit	Frequency Rate	# of Issues	Net Total	Issue Dates (Monthly)
Top Leaderboard	_____	_____	\$ _____	_____
Medium Rectangle	_____	_____	\$ _____	_____
Sponsored Content	_____	_____	\$ _____	_____
Ad Takeover	_____	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

HFM EVS E-newsletter

		Rate & Schedule		
Ad Unit	Frequency Rate	# of Issues	Net Total	Issue Dates (Bimonthly)
Top Leaderboard	_____	_____	\$ _____	_____
Medium Rectangle	_____	_____	\$ _____	_____
Sponsored Content	_____	_____	\$ _____	_____
Ad Takeover	_____	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

ASHE Education News

		Rate & Schedule		
Exclusive Sponsorship	Net Rate	# of Issues	Net Total	Issue Dates (Monthly)
Top Leaderboard + Sponsored Content	<input type="checkbox"/> \$2,850	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

ASHE COVID-19 Resource Roundup

		Rate & Schedule		
Exclusive Sponsorship	Net Rate	# of Issues	Net Total	Issue Dates (Monthly)
Top Leaderboard + Sponsored Content	<input type="checkbox"/> \$4,370	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____ / Total after 15% Corporate Discount \$ _____

Conference Booths

	2021 PDC Summit (May 2-5, Tampa, FL)	2021 ASHE Annual Conference (August 1-4, Anaheim, CA)
Details to be announced soon.	<input type="checkbox"/> Add to waitlist	<input type="checkbox"/> Add to waitlist

Conference Sponsorships

	2021 PDC Summit (May 2-5, Tampa, FL)	2021 ASHE Annual Conference (August 1-4, Anaheim, CA)
Details to be announced soon.	<input type="checkbox"/> Add to waitlist	<input type="checkbox"/> Add to waitlist

Sponsored Webinars

		Rate & Schedule		
Category	Net Rate	# of Webinars	Net Total	Target Date(s)
ASHE Webinar Wednesdays (ASHE content)	<input type="checkbox"/> \$5,000	_____	\$ _____	_____
Lunch and Learns (sponsor content)	<input type="checkbox"/> \$7,500	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____

Dedicated Emails

		Rate & Schedule		
	Net Rate	# of Emails	Net Total	Target Date(s)
Partner Insights (2 available per month)	<input type="checkbox"/> \$7,500	_____	\$ _____	_____

Notes: _____ / Net Total \$ _____

Energy to Care Program

	Net Rate	Issue Date(s)
Supporter Package	<input type="checkbox"/> \$5,000	
Sapphire Package (5 available)	<input type="checkbox"/> \$25,000	
Diamond Package (5 available)	<input type="checkbox"/> \$50,000	
Energy to Care Treasure Hunt (2 available)	<input type="checkbox"/> \$15,000	
Energy to Care Case Study (12 available; 1 per month)	<input type="checkbox"/> \$3,750 x _____ = \$ _____	_____
Energy to Care E-newsletter (4 available; 1 per quarter)	<input type="checkbox"/> \$2,850 x _____ = \$ _____	_____

Net Total \$ _____

ASHE Engineering Week

	Net Rate
Webinar Sponsorship Package	<input type="checkbox"/> \$5,000
Custom Webinar Upgrade	<input type="checkbox"/> \$5,000

Net Total \$ _____

IMPORTANT REMINDER

ASHE Corporate Sponsors are required to apply and use all Custom Credit upon signing of contract. Should a change occur, ASHE will work with Sponsor to allocate Custom Credit within the Sponsorship Term.

Initiation Fee	\$ _____
Available Custom Credit	\$ _____
Applied Custom Credit	\$ _____
Remaining Custom Credit	\$ _____
<i>(negative balance indicates additional amount due to ASHE)</i>	
TOTAL COMMITMENT	\$ _____

Additional Notes

This ASHE Corporate Sponsor Agreement is non-cancelable. Sponsor acknowledges that personal information of all its company contacts may be used in accordance with the terms of this Agreement and/or our [Privacy Policy](#). Sponsor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf. By signing below, Sponsor agrees to adhere to the cancellation policies for ASHE sponsorships, exhibit booths and advertising.

Authorized Signature: _____

Print Name: _____ Date: _____

This Sponsorship Agreement & 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 Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by ASHE. 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. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below. 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 Terms & Conditions 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 2021 International Summit & Exhibition on Health Facility Planning, Design & Construction, May 2-5, 2021, (PDC Summit) and the 2021 ASHE Annual Conference, August 1-4, 2021 (Annual Conference). 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.

SmithBucklin
330 N. Wabash Avenue, Suite 2000
Chicago, IL 60611 USA
Phone: 312-673-5931
E-mail: ashe@smithbucklin.com

2. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit payment within 30 days of submitting their Contract. ASHE 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 ASHE and remit to the following address via the U.S. Postal Service:

ASHE
75 Remittance Drive, Suite 1272
Chicago, IL 60675 USA

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

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 April 30, 2021, 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 July 30, 2021, 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.

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. 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.

4. CANCELLATION OR CHANGES TO SPONSORSHIP BY ASHE

If for any reason beyond ASHE's control ASHE determines that the sponsorship opportunity, PDC Summit and/or Annual Conference must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, 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. 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 outside ASHE's control. The terms of this provision shall survive the termination or expiration of this Contract.

5. 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.

6. 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.

7. 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 there of 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.

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 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.

9. USE OF ASHE NAME, BRANDS & LOGOS

The American Society for Health Care Engineering, a professional membership group of the American Hospital Association ("ASHE"), 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. 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.

10. 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.

11. WARRANTIES

THE SPONSOR OPPORTUNITIES ARE PROVIDED "AS IS" AND ASHE 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, 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.

12. 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.

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 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.

14. 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 FOR 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 THE 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.