



2023 SPONSORSHIP AGREEMENT & CONTRACT TERMS & CONDITIONS

This Sponsorship Agreement & Contract ("Contract") is entered into by and between the American Association of Occupational Health Nurses ("AAOHN"), and Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by AAOHN. 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 AAOHN, 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 AAOHN and sponsoring company ("Sponsor").

1. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit payment within 30 days of submitting their Contract. AAOHN Show Management shall issue an invoice after accepting the Sponsor's Contract. Credit card payments can be made online using American Express, MasterCard or Visa.

Make all checks payable to AAOHN and remit to the following address via the U.S. Postal Service:

AAOHN Exhibits
PO Box 772834
Chicago, IL 60677-2834 USA

Sponsor may remit via overnight courier (e.g., FedEx) to the address listed above.

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

Sponsors of the National Conference agrees to remit payment no later than January 30, 2023, regardless of when they submitted their Contract. AAOHN reserves the right to hold or revoke Exhibitor badges to the Sponsor with an unpaid balance and to instruct all official show contractors to deny goods and services. Furthermore, AAOHN 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.

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

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

3. CANCELLATION OR CHANGES TO SPONSORSHIP BY AAOHN

If for any reason beyond AAOHN's control AAOHN determines that the sponsorship opportunity or National Conference must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that AAOHN 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 AAOHN or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to AAOHN for sponsorship, as well as other costs and expenses it has incurred, including travel to the National Conference, setup, lodging, decorator freight, employee wages, etc.

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

4. ELIGIBILITY

AAOHN 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 AAOHN, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor AAOHN 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 AAOHN 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 AAOHN 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 AAOHN, 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, AAOHN, 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 AAOHN, AAOHN Show 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 7 regarding Company Content. Except as expressly detailed in an Addendum, AAOHN is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to AAOHN 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 AAOHN 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 AAOHN 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. AAOHN shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to AAOHN in writing.

8. USE OF AAOHN NAME, BRANDS & LOGOS

The American Association of Occupational Health Nurses ("AAOHN") name and logos are registered trademarks owned by AAOHN. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by AAOHN Show Management. Sponsors of the National Conference may reference AAOHN's 2023 National Conference, use the Exhibitor and Sponsor logo with reference to the Sponsors' support and participation as a Sponsor at the National Conference. Sponsorship of AAOHN does not imply endorsement or approval by AAOHN 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 AAOHN. All use of Sponsor logo(s) in accordance with this Contract are to insure Sponsor benefit. As between Sponsor and AAOHN, AAOHN Show 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 AAOHN, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively AAOHN Show 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 AAOHN Management or AAOHN by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of AAOHN Management. Sponsor agrees that if AAOHN 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 AAOHN SHOW MANAGEMENT OR AAOHN 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 AAOHN 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, AAOHN 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 AAOHN or its affiliates.

11. AMENDMENTS/ INTERPRETATION

AAOHN 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. AAOHN 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 AAOHN shall be subject to disciplinary action up to and including ejection from the National Conference and refusal to participate in any future AAOHN 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 AAOHN. 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 AAOHN except to a subsidiary or affiliate of Sponsor.

AAOHN 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 AAOHN, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS INCLUDING SMITHBUCKLIN CORPORATION, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "AAOHN PARTIES") BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY NET 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 AAOHN PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR AGREES THAT AAOHN 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 AAOHN 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 AAOHN PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.