

SPONSOR TERMS AND CONDITIONS

26th NCHICA Annual Conference & Exhibition • September 14-15, 2020 • Durham, NC

The Sponsor must comply with the requirements of the Organizer and where applicable with all rules and regulations issued by the owner of the Venue in force at the time of the Conference. The Sponsor undertakes to comply with the obligations and duties contained or referred to in the Contract including (without limitation) those contained or to be contained in the Sponsor Prospectus. Exemptions from any of these obligations and duties may be granted at the Organizer's discretion. No exemption given by the Organizer will be effective unless in writing. The Contract comprises these Terms and Conditions, the Sponsor Application, the Exhibition Space Agreement, Sponsor Prospectus, and Sponsor Checkpoint correspondence, except as varied in writing signed by the parties.

I. Definitions:

A. In these Terms and Conditions the following definitions apply:

1. **"the Conference"** means the NCHICA 26th Annual Conference & Exhibition on September 14-15, 2020 at the Durham Convention Center, Durham, NC;
2. **"the Venue"** means the Durham Convention Center, Durham, NC;
3. **"the Contract"** means these Terms and Conditions, the Sponsor Application, the Exhibition Space Agreement, and the Sponsor Prospectus;
4. **"the Sponsor Application"** means the online form submitted electronically to Organizer to apply for the sponsorship;
5. **"the Exhibition Space Agreement"** means the agreement within the Sponsor Application for exhibit space at the Conference;
6. **"the Sponsor"** means a single person, firm or company, its representatives and proxy agreeing to purchase a sponsorship at the Conference which may include exhibit space;
7. **"the Exhibitor"** means a single person, firm, or company agreeing to take a space in the Exhibit Hall as a benefit within a sponsorship package;
8. **"the Sponsor Prospectus"** means the guide produced by the Organizer that outlines sponsorship benefits, fees, rules and recommendations;
9. **"the Sponsor Fee"** means the amount shown as the total price payable by the Sponsor in the Sponsor Application;
10. **"the Exhibit Area"** means the designated area or areas allocated for exhibit space at the Venue;
11. **"Co-branding"** means a strategic alliance between two or more persons, firms, or companies developing, manufacturing, producing or distributing the same product or series of products. This may also refer to co-marketing or brand partnerships.
12. **"the Organizer"** means The North Carolina Healthcare Information & Communications Alliance, Inc. (NCHICA).

Initial here to accept the clause above: _____

II. Application to Sponsor NCHICA Annual Conference:

A. Contract:

1. A signed and submitted contract and acceptance by Organizer constitutes a binding agreement between Organizer and Sponsor.
2. The terms and conditions contained herein are part of this contract.
3. The Organizer reserves the right to add to, alter or expunge any of these Terms & Conditions at any time.
4. Sponsor agrees that all and any matters not specifically covered in these articles are subject to final decision by Organizer.
5. Agencies requesting a sponsorship package for a client must provide a letter of authorization with the Contract.
6. Organizer reserves the right to reject any application that, in its judgment, does not meet criteria set forth within this contract.

B. Terms of Payment:

1. A non-refundable deposit is due at time of application in the amount equal to 25% of the Sponsor Fee.
2. Payments must be made to Organizer by check, ACH or credit card. All check payments must include a certified invoice. All other payments must contain an invoice number.
3. Payment of the remaining balance equal to the amount of 75% of the Sponsor Fee is due within 15 days of the invoice date or before August 21, 2020, whichever comes first. Payment must be made in full, equal to the amount of 100% of the Sponsor fee in order to acquire all benefits within the assigned sponsorship package.
4. Members of NCHICA must be in good standing at the time of application and at the time of the Conference (meaning dues paid in full) to be eligible for member rates.
 - a. Sponsors with delinquent membership dues will be charged non-member rates at time of delinquency.
 - b. Payment of delinquent membership dues or the remaining balance for the non-member rate must be received in full by NCHICA fifteen (15) days prior to the Conference start date or will be subject to the terms of the Cancellation Policy.
5. If Sponsor fails to pay any installment on the due date for payment, the Organizer may at any time thereafter either:
 - a. By notice to the Sponsor declare the balance remaining unpaid of the Sponsor Fee immediately payable, whereupon the Sponsor shall pay such balance to the Organizer forthwith on demand; or

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- b. Terminate the Contract forthwith by notice to the Sponsor served at any time after the due date in Section II.B.3. Organizer will retain all fees paid by Sponsor as liquidated damages.

C. Co-Branding Policy:

1. **“Co-branding”** means a strategic alliance between two persons, firms, or companies developing, manufacturing, producing or distributing the same product or series of products. This may also refer to co-marketing or brand partnerships.
2. Organizer will permit the use of co-branding under the following terms and conditions:
 - a. Sponsor must submit a request to co-brand for each additional person, firm, or company, as defined in Section II, subsection, C, paragraph 1, in advance via the Sponsor Application. Verification of receipt of the request by Organizer is the responsibility of the Sponsor.
 - b. Organizer will review all requests and provide a formal acceptance or denial of such request through written communication via email.
3. An additional surcharge will be applied to each accepted request for co-branding in the amount equal to 35% of the Sponsor Fee.
4. Any unapproved/unaccepted co-branding before and during the Conference will be penalized and subject to the surcharge plus an additional \$500 per infraction. Sponsor will be notified and billed, and payment will be due within 15 days of invoicing.

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III. Cancellation Policy:

- A. If Sponsor, and designated representatives of Sponsor, does not adhere to the rules and regulations set forth within this contract, Organizer reserves the right to terminate the agreement, to offer sponsorship, in full or in part, to another company, and to retain as liquidated damages any amounts already paid.
- B. Sponsor agrees that payments or deposits made by Sponsor may be used toward satisfying any cancellation fees due to Organizer under this contract.
- C. In the event Sponsor cancels this contract, or is unable to use Sponsorship benefits after August 21st, Organizer shall retain as liquidated damages all amounts paid by such Sponsor. This includes company “no-shows” that do not occupy contracted on-site booth space by start of Conference activities on September 14, 2020.
- D. Cancellation Deadlines and Liquidated Damages:
 1. Organizer retains 25% of the Sponsor Fee for any cancellations received before March 31, 2020.

2. Organizer retains 50% of the Sponsor Fee for any cancellations received between April 1 and June 10, 2020.
3. Organizer retains 75% of the Sponsor Fee for any cancellations received between June 11 and August 23, 2019.
4. Organizer retains 100% of the Sponsor Fee for any cancellations received after August 23, 2020.

- E. If a cancellation request is made within three calendar days of the Conference by reason, in whole or in part, of war, fire, national emergency, acts of God, labor dispute, picketing, strike, lockout, civil disturbance, inevitable accident, natural disaster, curtailment of transportation facilities or governmental intervention which materially affects the ability of the Sponsor to fulfill its obligations under the Contract as planned, Organizer shall credit any fees paid to Organizer to the next scheduled NCHICA Annual Conference, less any actual expenses incurred by Organizer.
- F. All cancellations must be received through written communication by email to Allison@nchica.org.
- G. Upon confirmation of receipt of written cancellation notice from Sponsor, Organizer shall have no further obligations to Sponsor under this contract.

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IV. Provisions of Sponsors and Exhibitors

- A. Provisions of all Sponsors:
 1. Sponsor hereby agrees to be bound by all Organizer and Venue Rules and Regulations outlined here, and any additional rules, regulations, and information as may be adopted by Organizer or Venue.
 2. Subleasing, Reselling or Transferring Sponsorship:
 - a. Only **one** company may be represented per sponsorship, unless approved under Section II.C. (Co-Branding Policy). Sponsor will not be allowed to share, sublet, resell, or transfer the contracted sponsorship, in whole or in part, to any firm, or employee of a firm, that is not listed on the sponsor application and contract, or pre-approved by Organizer.
 - b. No marketing materials may be distributed by organizations other than the Sponsor.
 3. Sponsor representatives must conduct themselves in a professional manner and must maintain a professional appearance and demeanor.
 4. All Sponsor personnel must display their Conference badges at all times. Conference badges are the property of the Organizer and are not transferrable without explicit permission from the Organizer.

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5. If Sponsor does not meet the guidelines stated within this contract, Sponsor will forfeit its right to sponsor and any fees already paid will be retained as liquidated damages.

B. Specific provisions of Exhibitors:

1. Eligibility and Assignment of Exhibit Space:

- a. Any company whose proposed exhibit is in keeping with the educational goals of Organizer may apply for sponsorship that includes exhibit space.
- b. Exhibit space will be assigned on a first-come, first-served basis after 100% payment of sponsor fees to Organizer.
- c. No sponsor will be authorized to publicly promote involvement with the Conference, receive sponsorship benefits, or set up exhibit space unless 100% of sponsor fee is received by Organizer on or before August 21, 2020.
- d. Organizer reserves the right to refuse any application for sponsorship that it determines is not consistent with the goals of Organization. Organizer cannot and does not guarantee availability of sponsorships.

2. Subleasing, Reselling or Transferring Exhibit Space:

- a. Only **one** company may be represented per exhibit space. Exhibitor will not be permitted to share, sublet, resell, or transfer the contracted exhibit space, in whole or in part, to any firm, or employee of a firm, that is not listed on the sponsor application and contract, or pre-approved by Organizer under the co-branding policy.
- b. No marketing materials may be distributed in exhibit space by organizations other than the Sponsor.
- c. All personnel working in contracted exhibit space must be direct employees of Sponsor named in this contract.

3. Organizer will provide information on labor, equipment, instructions, and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electric, audio visual, etc. on the official Conference website, sponsor prospectus, and/or via email.

4. Standard evening "lock-down" security will be provided in the Venue; however, Organizer is not responsible for any lost or stolen materials, and small items of value (e.g., laptops) should be removed before the exhibition and/or Venue closes.

5. No signs, banners, advertising matter, decorations or parts of exhibition will be permitted in aisles, public rooms, or other areas of the Venue unless pre-approved by Organizer.

6. Unpacking and packing, removal of empty crates and cases is the responsibility of the Sponsor or contracted service provider,

and shall be performed within the exhibit space and only during published move-in and move-out hours.

7. Organizer reserves the right to regulate exhibits that are inconsistent with the character of the Conference or are otherwise objectionable or inconsistent with Organizer policies. Organizer reserves the exclusive right to make all determinations regarding objectionable displays which shall be binding on the parties.

8. Exhibits or displays that are taller than 7' (feet) in height must be placed against the back of the exhibit space and not extend into the neighboring exhibitors' lines of sight. Organizer reserves the right to require Exhibitor to remove a display that, in the opinion of Organizer, is too large for the area contracted and/or interferes with one or more neighboring exhibitors' lines of sight.

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V. Code of Conduct

A. Exhibition Code of Conduct:

- a. All exhibits must be in place before start of Conference activities on September 14, 2020 or space shall revert to Organizer with all payments forfeited. Exhibitor must adhere to the published move-in and move-out hours.
- b. All personnel working in a contracted exhibit space must be direct employees of Sponsor named under this contract.
- c. Organizer requires strict adherence to the opening and closing hours of the Exhibit Hall. Early dismantle of exhibit space is strictly prohibited.

B. Specific policies:

1. The following activities are strictly prohibited:

- a. **Outboarding.** Outboarding is defined as marketing, sales and hospitality events conducted by sponsors or non-sponsors capitalizing on the presence of buyers and/or sellers attending the Conference without previously notifying the Organizer and finalizing an arrangement that benefits both parties. This practice is considered unethical. It includes practices such as "coat-tailing", "piggy-backing", co-location of events and hospitality events, during the Conference.
- b. **Buttonholing.** Buttonholing is defined as the act of detaining someone in conversation against his or her will.
- c. **Suit-Casing.** Suit-casing is defined as sales activity or solicitation by any non-sponsoring company or person in

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- the Venue and/or on any property under the supervision of Organizer during the Conference.
- d. Sponsor literature and printed materials, including trade publications, may only be distributed from within the contracted exhibit space and may not appear in any other public space of the Venue. Certain sponsorship packages are exempt from this rule. Demonstrations, sales activities and giveaways must take place within the Sponsor's contracted exhibit space.
 - e. Subleasing, Reselling or Transferring of Sponsorship and Exhibit Space will not be permitted as referenced in Sections IV.A.2 and IV.B 2. above.

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VI. Liability

- A. Sponsor agrees to fully protect, indemnify, defend and hold harmless Organizer and its employees and agents against such portion of all claims, losses, damages to persons or property, governmental charges or fines and reasonable attorney fees incurred as a result of third party claim arising out of or caused by sponsor's negligent or willful misconduct during the occupancy or use of the exhibition premises or any part thereof.
- B. Sponsor agrees to secure liability insurance to adequately protect against reasonably foreseeable personal injury and property losses arising from Sponsor's occupancy or use of the exhibition premises.

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VII. Cancellation of Conference

- A. If the Conference is cancelled or suspended in whole or in part by reason of war, fire, national emergency, acts of God, labor dispute, picketing, strike, lockout, civil disturbance, inevitable accident, natural disaster, the non-availability of the Conference premises, shortage of materials, curtailment of transportation facilities or governmental intervention which materially affect the ability of either Organizer or the facility to hold the Conference as planned, or any other cause not within the control of the Organizer whether of the same kind or not, the Organizer shall be under no obligation to repay any such cancellation, or suspension.
 - 1. In such event, the Organizer reserves the right to change the Venue for the Conference and to substitute a new Venue.
 - 2. If Organizer is unable to find substitute venue over same conference dates, Exhibitor will have option to either have payment applied to an exhibit table at the rescheduled conference, or get a refund (minus any banking fees already paid by Organizer).

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VIII. Capacity

- A. All signed on the Contract warrant that he/she has the capacity to bind the party for which he or she is signing.

FOR AND ON BEHALF OF THE SPONSOR:

Signature of Sponsor's Authorized Representative

Printed Name of Sponsor's Authorized Representative

Title of Sponsor's Authorized Representative

Email of Sponsor's Authorized Representative

Phone Number of Sponsor's Authorized Representative

Sponsor Name (Official Company Name)

Sponsor Mailing Address

Sponsor City, State, Zip

Sponsor Phone Number

Date of Signature

FOR AND ON BEHALF OF ORGANIZER:

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date of Signature

****Submit signed contract to Allison Mera, Member Engagement Manager at email:
allison@nchica.org**