



**ANNUAL SPONSORSHIP APPLICATION AND AGREEMENT**

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THIS ANNUAL SPONSORSHIP APPLICATION AND AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“the Effective Date”), by and between National Society of Certified Healthcare Business Consultants, a nonprofit corporation headquartered in Virginia (“Group” of “NSCHBC”), and \_\_\_\_\_ (“Sponsor”).

NSCHBC is interested in obtaining participants in its Annual Sponsorship Program. Sponsor wishes to become an NSCHBC annual sponsor and to receive the benefits set forth on Exhibit A hereto (the “Benefits”). The parties agree as follows:

**Company Information**

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Website: \_\_\_\_\_

**Company Contact Person**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

**Payment Information**

Sponsorship level: \_\_\_\_\_ Platinum \$15,000  
\_\_\_\_\_ Gold \$10,000  
\_\_\_\_\_ Silver \$5,000  
\_\_\_\_\_ Bronze \$3,500

\_\_\_\_\_ Check Enclosed. *Make checks payable to NSCHBC.*

\_\_\_\_\_ Please charge my credit card: (*circle card type*)

American Express    MasterCard    Visa

Card Holder Name: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_  
Signature: \_\_\_\_\_

**ANNUAL SPONSOR RIGHTS/ANNUAL SPONSOR FEE**

In consideration of the right to be identified and acknowledged as an NSCHBC Sponsor and to receive the Benefits, Sponsor agrees to pay the Sponsor fee to NSCHBC in the amount and by the date set forth on Exhibit A. Payment and this signed Agreement must be returned to *NSCHBC Corporate Office, 11130 Sunrise Valley Drive, Suite 350, Reston, VA 20191*. Payment must be received in full by NSCHBC within 30 days. **If payment is not so received, in addition to exercising all remedies available hereunder and at law, NSCHBC reserves the right to terminate this Agreement in its entirety, and will have no obligation to provide any Benefits hereunder.**

**TERMS AND CONDITIONS: Sponsor agrees to comply with the Terms and Conditions contained in Exhibit B, which are incorporated herein by reference.**

**FINAL AGREEMENT:** Until accepted and signed by NSCHBC, this Agreement shall constitute only an application to become an NSCHBC Annual Sponsor, which application may be accepted or declined by NSCHBC in its sole discretion. NSCHBC’s acceptance of Sponsor’s application shall be evidenced by its signature below, at which time this Agreement shall become a binding contract. If Sponsor’s application is declined, any money submitted to NSCHBC will be promptly refunded, and Sponsor’s credit card will not be charged.

**WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date first written above.

Sponsor Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NSCHBC Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT B**  
**ANNUAL SPONSORSHIP TERMS AND CONDITIONS**

1. **APPLICATION.** These Terms and Conditions are part of the Agreement. This Agreement will be deemed complete when the completed application form on the first page of this Agreement is signed by both parties.

2. **NSCHBC MEMBER COMMUNITY & MEMBER DIRECTORY.** Access to NSCHBC's Member Conference Attendees (the "Member Community") is provided to NSCHBC Sponsors for the sole purpose of sharing knowledge with NSCHBC members, including other Sponsors. Annual sponsors may not use the Member Community in connection with any mailings, telephone calls, or e-mails to NSCHBC members for commercial purposes, including without limitation the marketing, solicitation, or sale of any products or services. Sponsors shall not disclose, publish, transfer, duplicate, tag, download, manipulate, reproduce, distribute, sublicense, sell or use for any unlawful or unauthorized purpose all or any portion of such Member Conference Attendee Directory, nor permit any third party to do so. Sponsor is prohibited from making any modifications, adaptations, enhancements, changes or derivative works of the Member Community. All rights, title and interest in the Member Community remains in NSCHBC. Sponsor's access to and use of the Member Community may be monitored by NSCHBC in its discretion and without prior notice. NSCHBC makes no representations or warranties regarding the accuracy of the Member Community.

3. **NSCHBC ONLINE LISTINGS.** Sponsor shall have the right to be included in NSCHBC's Vendor or main section of NSCHBC's Website, depending on sponsorship level, and in various publications, at no additional charge, subject to the following terms and conditions:

(a) Sponsor grants NSCHBC a non-exclusive license during the term of the Agreement to display its name and, where applicable, its logo, on the NSCHBC Website, the Vendor section of the NSCHBC Website, and the right to create a link between Sponsor's name in such locations on the NSCHBC Website and the URL for Sponsor's website (the "Sponsor Website"). The appearance of the display and the precise manner of such linking shall be determined by NSCHBC in its sole discretion. Subject to the terms and conditions of this Agreement, such display of Sponsor's name and link, if applicable, shall commence within a reasonable time period following the execution of this Agreement, as applicable, and will continue until this Agreement terminates (the "Display Period").

(b) Sponsor shall be responsible for maintaining the quality, reliability and consistency of the Sponsor Website. Sponsor may not at any time use any metatags, "cookies" or their equivalent or collect any data on or track the users of the NSCHBC Website except that Sponsor may collect data on the number of hits originating from the NSCHBC Website during the Display Period for Sponsor's internal use.

(c) Notwithstanding anything in this Agreement to the contrary, NSCHBC shall have the right, at any time and for any reason, to approve or reject any such link, terminate any link between the Sponsor Website and the NSCHBC Website, or cease the operation of the NSCHBC Website.

(d) Sponsor shall prepare a description of Sponsor, its products and services not to exceed 50 words, for posting on the Vendor section, and elsewhere at NSCHBC's discretion. All such descriptions are subject to NSCHBC's prior approval, and may be modified by NSCHBC in its reasonable discretion. In addition, Sponsor will provide NSCHBC with a graphical file image of Sponsor's logo to be used where appropriate, in the format requested by NSCHBC and otherwise according to NSCHBC's specifications. NSCHBC reserves the right to edit or reject any Sponsor name, logo, slogan or acknowledgement request containing any of the following impermissible features:

1. Prices, qualitative information, or other indications of savings or value; or any endorsements or inducements for the reader to buy or lease the sponsor's products or services.
2. Any hyperlink that takes the user directly to the page of the sponsor's website where products or services can be ordered, or any listing of the specific phone number for ordering products or services from the sponsor.

(e) Sponsor shall submit its name and logo in the following formats:

1. Print Materials: PREFERRED FORMAT is an SPS/Vector file with all fonts outlined. If this file type is not available, a High Resolution image (JPG or Tiff) at 300 DPI, at least 7" wide.
2. Web/Electronic: JPG at 72 DPI, at least 7" wide.

(f) Sponsor acknowledges: that the Internet is not an error-free network and that transmissions made thereon may not be completed or may contain errors or omissions; that the Internet, or portions thereof, including the link to Sponsor's Website, may become inaccessible or inoperable, in whole or in part at any time; and that NSCHBC shall not be responsible for any loss or damage to Sponsor resulting from any such failure.

4. **GRANT OF LICENSE.** Provided that: (i) this Agreement is in full force and effect; and (ii) Sponsor is not in material breach of the Agreement; NSCHBC grants to Sponsor, a limited, non-exclusive, non-transferable, revocable license to use throughout the United

States the appropriate NSCHBC design (the “NSCHBC Logos”), to designate Sponsor’s status as a sponsor of NSCHBC, solely in accordance with NSCHBC’s Guidelines for Use of Sponsor Logos, as indicated above and as may be amended by NSCHBC from time to time (the “Logo Guidelines”). A copy of the Logo Guidelines will be provided to Sponsor together with other relevant materials. Each such use must be pre-approved in writing by NSCHBC. The NSCHBC Sponsor Logos and the Guidelines may be modified by NSCHBC from time to time in its sole discretion. If Sponsor uses the NSCHBC Logos and/or exhibits at annual conferences, Sponsor shall maintain at its own expense, a standard commercial general liability insurance policy, advertising injury writer recommended, with a combined policy limit of at least \$1 million dollars. Sponsor will provide NSCHBC with proof of such insurance coverage within 10 days, if requested.

5. **EXTENT OF SPONSOR’S RIGHTS.** The rights granted to Sponsor are subject to the following limitations and conditions:

(a) The rights granted to Sponsor do not constitute and may not be used to imply the endorsement of Sponsor or its products or services by NSCHBC.

(b) Sponsor will comply with all applicable laws, rules, regulations, and requirements of governmental authorities, including but not limited to the antitrust guidelines adopted by NSCHBC and as amended from time to time (“Antitrust Guidelines”).

(c) Sponsor acknowledges that NSCHBC is affiliated with a number of regional and state organizations and that NSCHBC does not control or bind such affiliations or local organizations. Likewise, sponsorship in NSCHBC does not extend or create any affiliation with such sponsors or other organizations.

(d) All Benefits to which Sponsor is entitled hereunder will be subject to NSCHBC’s applicable standard terms, conditions and policies.

6. **RELATIONSHIP WITH NSCHBC MEMBERS.** To the extent that Sponsor enters into contractual obligations with NSCHBC members, NSCHBC will not be a party to such contracts and will have no obligations thereunder.

7. **SPONSOR WARRANTIES.** Sponsor represents and warrants that (a) it has the full right and authority to enter into this Agreement and to grant the licenses provided herein; (b) it has not previously granted any rights adverse to or inconsistent with the rights granted to NSCHBC herein; (c) any text, graphics, descriptions of Sponsor, or any other materials to be provided by Sponsor hereunder, (collectively, the “Sponsor Content”) and Sponsor’s trademarks, service marks, trade names, acronym, and stylized designs licensed to NSCHBC herein (collectively the “Sponsor Marks”) do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party; and (d) at the time any Sponsor Content and/or Sponsor Marks are to be featured in any NSCHBC publication or displayed on the NSCHBC Website, all required consents or releases will have been obtained.

8. **RELEASE/LIMITATION OF LIABILITY/INDEMNIFICATION.** Sponsor releases, waives and discharges any claim, demand or cause of action that Sponsor, its officers, directors, employees or agents (“Releasers”) may have against NSCHBC, its sponsor entities, directors, officers, employees, agents, members, volunteers or consultants (“Releasees”) for any liability for any loss, damage, claim or cause of action of any kind arising out of this Agreement or Releasers’ participation in NSCHBC’s Annual Sponsorship Program. **WITHOUT LIMITING THE FOREGOING, SPONSOR AGREES THAT IN NO EVENT SHALL NSCHBC’S LIABILITY TO RELEASERS EXCEED THE AMOUNT OF THE MOST RECENT ANNUAL SPONSOR FEE PAID BY SPONSOR. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED.**

Sponsor agrees to indemnify, defend and hold Releasees harmless from any loss, damage, claim or cause of action of any kind (including reasonable attorneys’ fees and costs), arising by reason of (i) Sponsor’s products or services; or (ii) use by NSCHBC of the Sponsor Content or Sponsor Marks as authorized by Sponsor; (iii) publication of any advertisement, promotion or acknowledgement by or on behalf of Sponsor in NSCHBC’s publications or on its Website (including but not limited to Sponsor’s link) or elsewhere; (iv) Sponsor’s participation in NSCHBC’s Sponsorship Program; (v) acts or omissions of Sponsor or its representatives arising out of or related to any of the Benefits, including without limitation use of the Sponsor Logos or Member Community; (vii) any contractual relationship between Sponsor and any NSCHBC member; or (viii) any wrongful conduct by Sponsor. This indemnification obligation shall survive termination of this Agreement. (ix) Sponsor hereby releases, waives and discharges any claim, demand, or cause of action that Sponsor, its officers, directors, employees or agents, may have against NSCHBC, its sponsor entities, directors, officers, employees, agents, volunteers, consultants or exhibiting facility and staff for any loss, damage, claim or cause of action of any kind covered under any of Sponsor’s insurance policies, regardless of whether required hereunder.

9. **TERMINATION.** If Sponsor breaches any terms and conditions of this Agreement, NSCHBC may, in addition to exercising its

available rights and remedies, immediately terminate this Agreement, and NSCHBC will not be liable for refunds of any Sponsor Fees. Sponsor recognizes that the Sponsor Logos and NSCHBC's Member Community possess a unique character which makes it difficult to assess the monetary damages NSCHBC would sustain in the event of unauthorized use. Sponsor agrees that irreparable injury would be caused to NSCHBC by such unauthorized use and that injunctive relief would be appropriate in the event of breach of the terms of this Agreement governing use of the NSCHBC Sponsor Logos or the NSCHBC Member Community, provided that such remedy does not exclude other available remedies. In the event of termination of this Agreement for any reason, all licenses granted hereunder, including without limitation licenses to use the Sponsor Logos or the Member Community shall cease immediately, and each party shall promptly remove any link from its Website to the other party's Website. In the event that NSCHBC determines, in its sole discretion, for any reason and at any time, that NSCHBC does not wish to be affiliated with Sponsor, then NSCHBC may terminate this Agreement by giving Sponsor notice of such termination and a prorated refund of its annual Sponsor Fee paid (except in the case of termination as a result of a default by Sponsor hereunder, in which case no refunds shall be owed), and NSCHBC shall have no further liability hereunder.

10. **APPROVALS; PUBLICITY.** NSCHBC will determine the form and manner in which Sponsor will be recognized in any promotional materials, including on the NSCHBC Website, which are prepared by NSCHBC and which reference Sponsor as a sponsor of NSCHBC provided however, that such determination shall at least be in accordance with the sponsorship levels set forth above. Any Sponsor Content or Sponsor Marks provided by Sponsor in connection with the Benefits will be subject to advance approval by NSCHBC.

11. **CONFIDENTIALLY.** During the term of this Agreement, each party may furnish certain proprietary and confidential information to the other relating to their business affairs and operations ("Confidential Information"). Confidential Information shall include, without limitation, any financial information, pricing information, customer information, methods of operation, business plans, marketing and sales strategies and concepts, information relating to marketing and sales concepts, production methods or plans, and any information or documentation identified as confidential at the time of disclosure or thereafter. Each party agrees to keep the other's Confidential Information confidential, and not to publish or disclose it, or to disclose the existence of the discussions between sponsor and NSCHBC, other than as provided for below. Each party further agrees that it will not use the other's Confidential Information for any purpose other than the business discussions referenced in this Agreement, and agrees that it will not directly or indirectly, by any agent, employee or representative, publish or disclose the information, or allow publication or disclosure of the other's Confidential Information, in whole or in part, to any third party. Each party will only disclose the other's Confidential Information to its directors, officers, employees of the other, and to its advisors or their representatives, who need such information for the purpose of evaluation any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall agree to restrict use, publication or disclosure in accordance with this Agreement). However, it shall not be a violation of this Agreement for either party to use, disclose or publish the other's Confidential Information to the extent required under applicable law or by order of any court or administrative body with competent jurisdiction. Upon request of a party, the other party shall return or destroy all documents containing the requesting party's Confidential Information, including any notes or compilations. In addition, each party, upon request, shall delete all Confidential Information of the other from all of its computer files. Within thirty (30) days after written request from a party, the other party shall certify that it has returned all documents containing the requesting party's Confidential Information and deleted all of the requesting party's Confidential Information from its computer files, and that it has not retained, and does not have in its possession, any of the requesting party's Confidential Information in any form, except as required by law.

12. **MISCELLANEOUS.**

(a) **Entire Agreement:** This Agreement, together with all exhibits, constitutes the entire agreement between Sponsor and NSCHBC and supersedes all prior agreements and understandings relating thereto, including but not limited to anything within the Sponsor brochure or NSCHBC Website.

(b) **Term:** The term of the Agreement shall extend for one year from the date of acceptance by NSCHBC of the Agreement, and will be automatically renewed for additional one-year(s) term(s) subject to the terms and conditions governing NSCHBC's Annual Sponsorship Program then in effect, upon payment by Sponsor of a renewal invoice and acceptance by NSCHBC of such payment. To the extent that this Agreement contemplates (whether or not specified) that a party shall perform an obligation after expiration or termination of this Agreement, such obligation shall survive the termination of this Agreement. Either party must furnish notice of non-renewal at least ninety (90) days prior to the expiration of the initial term or any subsequent renewal term.

(c) **Governing Law and Dispute Resolution:** This Agreement shall be governed by the laws of the State of Virginia. The parties shall endeavor in good faith to resolve any disputes that may arise regarding this Agreement. If the parties cannot so agree among themselves, in addition to their respective rights hereunder, either party may initially submit their dispute to confidential mediation by a mutually acceptable third party in the Reston, Virginia metropolitan business community. If they cannot agree on such a person within five (5) business days after the written request for mediation is given by an allegedly aggrieved party to the other party, or, within thirty (30) business days following engagement of a mediator, then any party may submit all disputes arising from this Agreement to

confidential binding arbitration in Fairfax County, Virginia pursuant to the commercial arbitration rules of the American Arbitration Association then in force, or pursuant to such other rules or procedures to which the parties may agree. Each party shall bear its own costs with respect to any mediation proceedings. In the event of any such arbitration proceedings between the parties hereto, the prevailing party in such proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such arbitration proceedings. Notwithstanding the foregoing, either party shall have the right to sue in court with respect to disputes relating to issues of proprietary rights, including but not limited to intellectual property. This provision shall survive termination of the Agreement.

(d) Relationship of the Parties: The relationship of Sponsor and NSCHBC hereunder is one of independent contractors and nothing herein shall be construed to create or imply any relationship of employment, agency, or joint venture.

(e) Other: Except for routine communications given in the course of implementing this Agreement, all notices and other communications provided for hereunder shall be in writing and shall be deemed effective only if and when sent via fax (with a completed confirmation), delivered by hand, sent by first class mail (postage prepaid), email, or delivered by overnight courier service, addressed to the parties at the addresses in the Sponsor Application and Agreement. Any such communications to NSCHBC shall be sent to the attention of Executive Committee. No failure of any party to give notice of or seek a remedy for any violation of this Agreement or to insist on strict performance hereunder shall impair or affect such party's rights to later seek such remedy or insist on such performance with respect to the same or other violations or failure. This Agreement may be executed by facsimile signature and in counterparts, each of which will be deemed an original.

From: _____	To: <u>NSCHBC</u>
Address: _____	Address: <u>11130 Sunrise Valley Drive, Suite 350</u>
_____	<u>Reston, VA 20191</u>
Fax: _____	Fax: <u>(703)_435-4390</u>
_____	_____

(f) Severability: In the even any portion of this Agreement is deemed to be contrary to the law, the remaining portions hereof shall continue to be valid and binding on all parties, unless to do so would materially alter the rights or obligations of the parties.

(g) Entire Agreement: This Agreement constitutes the entire understanding of the parties hereto, and any prior representation, agreement or understanding relating to the subject matter hereof shall be deemed incorporated herein. This Agreement may only be amended in writing, signed by all parties hereto.

(h) No Waiver: The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of such party to thereafter enforce any such provision.

(i) Binding Effect: This Agreement shall be binding upon the respective successors and permitted assigns of the parties hereto.

13. **NO ASSIGNMENT**. The licenses and all rights and duties hereunder may not be assigned by Sponsor or by operation of law without NSCHBC's prior written consent.