

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT is made on this ____ day of _____, 2014 (the “Effective Date”) by and between the **New Jersey Association of Nurse Anesthetists** (“NJANA”) and _____ (“Sponsor”). Either NJANA or Sponsor may be individually or collectively referred to herein as “Party” or “Parties”, where appropriate.

WITNESSETH:

WHEREAS, NJANA is a 501(c)(6) organization, which operates, and promotes semi-annual conferences, and NJANA wishes to organize, promote, and operate such events with Sponsor, subject to the terms and conditions stated below; and

WHEREAS, Sponsor has agreed, pursuant to the terms and conditions below, to provide certain goods and/or services to NJANA in connection with the conferences, all as described below; and

WHEREAS, the Parties now wish to memorialize their agreements and the terms and conditions upon which each Party shall conduct its obligations.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the foregoing recitals being incorporated into this Agreement by this reference, each of the Parties hereby agrees as follows:

ARTICLE I THE CONFERENCES

1.1 The Conferences. NJANA, subject to the terms and conditions stated herein, shall organize, promote, and operate a Spring and a Fall Conference for its members as described on the attached Exhibit “A”. Each of the Parties shall mutually agree upon the format and specific times for all elements of the Conferences, which agreement shall not be unreasonably withheld or delayed.

ARTICLE II RESPONSIBILITIES OF THE PARTIES

2.1 Sponsor’s Responsibilities. Sponsor, subject to the terms and conditions stated herein, shall provide, at its sole cost and expense, the following annual payments to NJANA in connection with the Conferences (select one).

_____ **Platinum Tier: \$10,000.00**

_____ **Gold Tier: \$7,500.00**

_____ **Silver Tier: \$5,000.00**

2.2 NJANA's Responsibilities. NJANA, subject to the terms and conditions stated herein, shall provide, at its sole cost and expense, the following goods and services to Sponsor in connection with the Event. NJANA shall:

- A. Make available to Sponsor a One-day vendor table at NJANA's Spring Conference;
- B. Make available to Sponsor a 2 ½ day vendor table at NJANA's Fall Conference;
- C. Produce a program magazine for each conference with Sponsor's name and/or logo in the magazine, a full-page advertisement in a premium position, and a welcoming letter from a designee of the Sponsor in the editorial copy of the magazine;
- D. Provide a monthly advertisement on NJANA's website with the Sponsor's name and up to five (5) lines of text;
- E. Provide additional signage at all conference functions, with all such signage being subject to the mutual agreement between the Parties;
- F. Identify Sponsor's name/logo on all print advertising, press releases and promotional materials for each conference. Such materials are subject to Sponsor's prior review and approval, which shall not be unreasonably withheld.
- G. Provide complimentary attendance at:
 - a. Both Spring and Fall Conference, plus one (1) Chief's meeting (**Platinum Tier only**)
 - b. Fall Conference, plus one (1) Chief's meeting (**Gold tier only**)
- H. Provide invoices and all documentation acceptable to Sponsor so that Sponsor may perform its obligations pursuant to Section 2.1 above, with said payments being due not earlier than thirty (30) days from the date of the invoice or other acceptable documentation.

2.3 Additional Sponsorships, Sponsor Exclusivity. The Parties agree that Sponsor and NJANA may solicit additional sponsors and/or contributions for the Event, and Sponsor has no rights of exclusivity under this agreement.

2.4 Publicity. Except where stated otherwise herein, the Parties shall jointly promote and publicize the Conferences in the relevant markets, and Sponsor shall pay for all local

advertising expenses it has arranged and approved. NJANA shall use its best efforts to assist Sponsor in their advertising and promotional efforts and shall supply information, photographs and materials for use in the promotion of the Conferences.

ARTICLE III INTELLECTUAL PROPERTY

3.1 Use of Marks. Except as expressly provided for in this Agreement, no Party shall use any trademarks, service marks, copyrights, patents, trade names, trade dress, insignia, symbols, logos, decorative designs or the like or any other intellectual property (individually a “Mark” and collectively the “Marks”) which is owned by, or licensed or sublicensed to, the other party without the other Party’s prior written consent. Each Party agrees that as between the Parties, each Party shall own all rights, title, and interest in and to their respective Marks, and all related or derivative intellectual property rights. Each Party’s use of the other’s Marks under this Agreement is for the benefit of the other Party and shall expire as of the termination of this Agreement, and neither Party shall acquire any rights in the other Party’s Marks by such use. Each Party shall comply with written usage guidelines and quality control standards that may be provided by the other Party during the Term of this Agreement or any extension thereof. The Parties expressly acknowledge and agree that no less than one (1) time during the term of this Agreement, each Party shall furnish the other party with samples of its usage of the other Party’s Marks.

3.2 Ownership of Marks. NJANA acknowledges the ownership of Sponsor’s Marks in Sponsor and its parent or affiliates, and agrees that it will do nothing inconsistent with such ownership and that all use of Sponsor’s Marks by NJANA shall inure to the benefit of and are on behalf of Sponsor and its parent or affiliates. NJANA agrees that Sponsor’s Marks are valid and fully subsisting and that NJANA will not attack the title of Sponsor to Sponsor’s Marks or attack the validity of this Agreement and the licenses granted herein. Further, Sponsor acknowledges the ownership of NJANA’s Marks, and agrees that it will do nothing inconsistent with such ownership and that all use of the NJANA’s Marks by Sponsor shall inure to the benefit of and be on behalf of the NJANA. Sponsor agrees that the NJANA’s Marks are valid and fully subsisting and that Sponsor will not attack the title of NJANA to NJANA’s Marks or attack the validity of this Agreement and the licenses granted herein. Each Party warrants and represents that each has the full legal capacity, power, and authority to grant the intellectual property rights herein.

3.3 Form of Use. The Parties agree to use the other Party’s Marks only in the form and manner and with appropriate legends as may be prescribed from time to time by the other Party, and not to use any other trademark, service mark, copyright, patent, trade name trade dress, or any other form of intellectual property in combination with any of the other Party’s Marks without the other Party’s prior written approval. Neither party will register any domain name(s) that include the marks owned by the other party.

3.4 Territory. The territory within which each Party may use the other Party’s Marks is limited to (and nothing herein shall be construed as conferring on either Party rights outside of)

the home television territory of Sponsor, as may be established or amended from time to time, subject to Sponsor's express consent (collectively, the "Territory"). Except as expressly provided by this Agreement, no rights, exclusivities or obligations involving the internet or any interactive or on-line media (as defined by Sponsor's) are conferred by this Agreement.

ARTICLE IV

EVENT OF DEFAULT, TERMINATION, AND REMEDIES

4.1 Default. Any one or more of the following events shall constitute an event of default under this Agreement (an "Event of Default"):

A. If any representation, warranty, or covenant made by either Party herein this Agreement shall prove to be false or misleading in any material respect and remains uncured after notice is provided to the nondefaulting Party in writing and remains uncured for a reasonable period of time after receipt of said notice;

B. If either Party fails to perform any of its covenants or obligations pursuant to this Agreement, and said Party fails to cure said failure within thirty (30) days notice or as otherwise provided in this Agreement, whichever is shorter;

C. If either Party applies for, or consents to, the appointment of a receiver, trustee or liquidator of all or a substantial part of its respective assets; if either Party is appointed a custodian with or without consent; if either Party is not generally paying its respective debts as they become due; if either Party is adjudged bankrupt, or files a petition or an answer seeking an arrangement with creditors or taken advantage of any insolvency law, or an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding; or if an order, judgment or decree is entered, without the application, approval or consent of both Parties by any court of competent jurisdiction approving a petition seeking reorganization of said Party, or appointing a receiver, custodian, trustee or liquidator of either Party or a substantial part of any of its respective assets, and such order, judgment or decree shall continue unstayed and in effect for any period of forty-five (45) consecutive days; or if either Party files a voluntary petition in bankruptcy or fails to remove an involuntary petition in bankruptcy filed against it within 45 days of the filing thereof; and/or,

D. In the event of a seizure or foreclosure of any of the properties or assets of either Party, or pursuant to process of law or by respect of legal self-help, unless said seizure or foreclosure is stayed or bonded within thirty (30) days after the occurrence of same.

4.2 Remedies and Termination. Whenever any Event of Default shall have occurred and be continuing after any cure period, if any, the non-defaulting Party may take one or more of the following remedial actions: (i) terminate this Agreement; and/or (ii) take any action at law or in

equity and/or enforce performance and observance of any obligation, agreement or covenant of either Party under this Agreement. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Further, each Party acknowledges that the unauthorized disclosure, use or disposition of Confidential Information (as defined below) would cause irreparable harm and significant injury which would be difficult to ascertain. Accordingly, the Parties agree that each shall have the right to an immediate injunction in the event of any breach of the obligations set forth in this Agreement, in addition to any other remedies that may be available at law or in equity.

4.3 Limitation on Liability, No Special Damages. In no event shall either Party be responsible to the other for special, indirect, punitive, or consequential damages, whether such damages have arisen under contract, statute, tort or otherwise, and whether or not the possibility of such damages has been disclosed to the other Party in advance or could have been reasonably foreseen. The Parties agree that this Section 4.3, and the limitation on liability imposed herein, are material considerations that have induced each Party to enter into this Agreement, that each Party would not have entered into this Agreement without such, and that any breach of the obligations pursuant to this Section 4.3 would be a material breach of this Agreement.

ARTICLE V

COMPLIANCE WITH LAWS, SUITABILITY

5.1 Compliance with Laws. Each Party shall, at such Party's cost and expense, perform the obligations required of such Party, under the terms of this Agreement in such a manner so as to conform to and comply with all "Applicable Laws", as defined below. This conformance and compliance shall apply to all goods sold or services rendered by either Party, pursuant to the terms of this Agreement and (but not limited to) fulfillment of all covenants, terms, conditions, representations and warranties applicable to the Parties as described herein. Notwithstanding the foregoing contained herein to the contrary, and for illustrative purposes only, the Parties agree that each shall comply with the following:

- that contained within the Internal Revenue Code and New Jersey Statutes related to the recording, collection and remission of property payment of amounts due and owing to federal and state income tax agencies, if applicable;
- that contained within the United States Code related to the Federal Insurance Contribution Act and the Federal Unemployment Tax Act;
- that contained within New Jersey Statutes related to the recording, collection and remission of proper payment of amounts owed for state sales tax, if any; and
- that contained within the United States Code and the New Jersey Statutes related to the transportation of individuals and/or performance of any promotional activity.

The aforementioned list is intended to be illustrative and not exclusive. Any failure by either Party to comply with any Applicable Laws shall also constitute an Event of Default under this Agreement in which event this Agreement may be immediately terminated by the non-defaulting Party. Each Party shall at all times maintain in good standing and effect all necessary and proper business licenses and other licenses and permits relating to its business operations. Each Party further represents and warrants that its services will comply with all Applicable Laws. As used herein this Agreement, the phrase “Applicable Laws” shall mean all those applicable existing and future statutes, laws, rules, regulations, orders, permits, codes, authorizations, building regulations, zoning laws, ordinances, and all other requirements of any federal, state, and municipal governmental or quasi-governmental entities or agencies, whether now in existence or enacted after the execution of this Agreement, having jurisdiction over either Party or any of either Party’s affiliated, parent, or subsidiary entities.

ARTICLE VI MISCELLANEOUS

6.1 Relationship of the Parties. NJANA and Sponsor intend that an independent contractor relationship be created by this Agreement, and nothing herein shall be construed as creating an employer/employee relationship, partnership, agency, joint venture, or other business group or concerted action. NJANA shall supervise the performance of its own services and shall control the manner and means by which its services are performed, subject to the requirements of this Agreement. NJANA shall pay all wages, salaries, and other amounts due its employees and shall be solely responsible for the payment and withholding of all taxes related thereto. It is further understood by and between the Parties that in entering into this Agreement, Sponsor has fully and specifically relied upon the representations of NJANA that it is a qualified independent contractor and that it has the necessary experience, expertise and ability to perform the services required herein.

6.2 Counterparts. This Agreement may be executed in multiple, identical counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

6.3 Headings. Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.4 Assignment. No Party may assign this Agreement or any of its rights or obligations under the Agreement, to any third-party without the prior written permission of the other Parties; provided, however, that either Party may assign this Agreement to its parent company or a wholly-owned subsidiary. Additionally, Sponsor may assign or delegate this Agreement to any affiliate or subsidiary that is wholly-owned by Sponsor’s Operating Company, Inc. Any purported assignment other than as permitted hereunder shall be *void ab inito*. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted assigns.

6.5 Sophistication of Parties. Each Party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

6.6 Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed under the internal laws of the State of New Jersey. Each of the Parties hereto irrevocably consents that any legal action or proceeding against it or any of its property with respect to this Agreement or any other Agreement executed in connection herewith maybe brought in any court of the State of New Jersey or any federal court of the United States of America located in the State of New Jersey, or both, and by the execution and delivery of this Agreement each party hereto hereby accepts with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

6.7 Notices. All notices and other communications hereunder shall be in writing and delivered to the respective Parties at the names and addresses first listed above. Notices shall be effective upon receipt, provided, that any notice which is deposited in the U.S. mail, first class postage prepaid, shall be deemed delivered three days after mailing.

6.8 No Waiver. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

6.9 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be severed from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired hereby.

6.10 Amendments. This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of each Party.

6.11 Agreement Approval. Each Party hereby represents and warrants that all necessary corporate approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the Party indicated.

6.12 Force Majeure. Should either party be prevented from performing under this Agreement as a result of an act of God, war, civil disorder, job action, strike, lockout, material or labor restrictions by any governmental authority, flood or any other cause beyond the reasonable control of the parties, this Agreement shall terminate and both parties waive any claim against the other for damages which might result from such termination.

6.13 Term and Termination: This agreement shall be valid for a term of one (1) calendar year. Either party may terminate this agreement in accordance with Paragraph 4.2 hereof. Upon

termination for any of the reasons stated herein, Sponsor shall not be entitled to any refund of monies already paid.

6.14 Entire Agreement. This Agreement is the final, complete and exclusive statement and expression of the Agreement among the Parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understandings or Agreements covering the same subject matter as this Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by any prior or contemporaneous discussions, correspondence, or oral or written Agreement of any kind.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, which is the day and year first above written.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____