

# Care Providers of Minnesota 2015 Marketing & Sponsorship Agreement

\*This agreement form is to be used for all advertising, marketing and sponsorship opportunities, **EXCEPT** the annual Convention & Exposition and Senior Housing Summit exhibitor booths. Email Heather Proskey (hproskey@careproviders.org) to obtain either form.

Company Name: \_\_\_\_\_ Key Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_ Company Website: \_\_\_\_\_  
 Product(s)/Service(s) offered to the long-term care industry: \_\_\_\_\_  
 Major competitor(s) we should be aware of: \_\_\_\_\_

**If selecting the Gold, Silver or Bronze Sponsor Package, indicate sponsor level and then list à la carte items. If building your own sponsorship, please indicate this below in the 'Sponsorship Package' line.**

\*Only Tier I Business Partners are provided the distinct opportunity to become Association Annual Sponsors. For more information on Tier I Membership see page 14.

**Sponsorship Package** (if applicable): \_\_\_\_\_

<b>Event #1:</b> _____	<b>Event #2:</b> _____
Sponsorship: _____	Sponsorship: _____
Rate: \$ _____	Rate: \$ _____
<b>Event #3:</b> _____	<b>Event #4:</b> _____
Sponsorship: _____	Sponsorship: _____
Rate: \$ _____	Rate: \$ _____
<b>Event #5:</b> _____	<b>Event #6:</b> _____
Sponsorship: _____	Sponsorship: _____
Rate: \$ _____	Rate: \$ _____

**TOTAL DUE: \$ \_\_\_\_\_**

- Please Bill Me (BUSINESS PARTNERS ONLY)
- Check Enclosed (payable to Care Providers of Minnesota)
- To purchase a sponsorship(s) with a credit card, please call Jason Lind, Director of Accounting, at 952-851-2493 to make your payment over the phone.** Any questions should be directed to Heather Proskey, Director of Events, Business Partnerships & Marketing, at 952-851-2490 or hproskey@careproviders.org.  
**(Foundation Golf Tournament sponsorships must be prepaid in full by check or credit card. No billing permitted.)**

I hereby agree to the terms, conditions, and rates as stated in this Agreement and the applicable sponsorship/advertising rate card, which is a part of this Agreement. I understand that this will become a binding agreement only after Care Providers of Minnesota indicates its acceptance by signing below:

**SPONSORING COMPANY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**MAIN CONTACT:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_

**RETURN TO:** Heather Proskey, Director of Events, Business Partnerships & Marketing  
 Care Providers of Minnesota  
 7851 Metro Parkway, Suite 200, Bloomington, MN 55425 / P: 952-851-2490 / F: 952-854-6214 / E: hproskey@careproviders.org

Note: The terms and conditions on the following pages of this application and the applicable Advertising/Sponsorship Rate Cards are fully incorporated and are part of this application and will become part of our binding contract upon acceptance of this application by Care Providers of Minnesota. It is important that you read and understand them. Care Providers of Minnesota reserves the right to refuse to sell sponsorships to any company for any reason to protect the interests of our membership.

**For Office Use Only:** Payment Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_ CPID #: \_\_\_\_\_ Accounting Dept: \_\_\_\_\_

## 2015 Agreement Terms and Conditions

This Advertising/Sponsorship/Exhibitor Agreement (the "Agreement") is made by and between Care Providers of Minnesota (hereinafter referred to as The Association) and the Advertiser/Sponsor/Exhibitor (as listed on the front of this Agreement) on the date this Agreement was signed by The Association. The parties hereto agree to the following terms and conditions listed below and the terms listed on any applicable sponsorship rate card(s):

1. The Association shall sell and Advertiser shall purchase advertising space pursuant to the terms and conditions contained herein.
2. Advertiser shall purchase space in the publications, and editions if applicable, that the Advertiser has written on the front of this Contract.
3. Advertiser shall purchase space according to the rates and sizes specified on the rate card currently in effect for the relevant Publication(s).
4. The Association will only accept ad copy as specified in the rate card currently in effect for the relevant Publication(s).
5. All Contracts/copy/art must be submitted to The Association by the date(s) specified on the rate card currently in effect for the relevant Publication(s). The Association shall have the right to refuse to publish any ad not received by it prior to this time, and no refund shall be made to Advertiser. Advertiser must make full payment at this time. If payment in full is not received, this Contract will be cancelable, at the Association's option.
6. The Association shall have the right to place the ad anywhere in the Publication, unless preferred space is purchased, and to indicate on the ad itself that the ad is a "Paid Advertisement."
7. The Association shall have the sole right to cancel this Contract and refuse to print the ad of Advertiser, if The Association determines that the ad is in bad taste; in conflict with programs or services offered by The Association; in conflict with the general principles of The Association; not in the best interest of The Association's members; illegal, or in any way not suitable for publication. If The Association cancels this Contract for any of these reasons, The Association shall refund the amount paid by Advertiser. To the extent practicable, The Association shall give advance notice to Advertiser of said cancellation, however, The Association shall have the right to refuse to publish ad without prior notice to Advertiser.
8. Upon request, the Association will notify Advertiser of the name and the address of the printer and publication designer. Advertisers may contract individually with the publication designer for assistance in preparing their ads.
9. The Association shall not be responsible for any errors or omissions made by the printer in preparing, modifying or printing Advertiser's ad. If an error is made in the ad of Advertiser, The Association shall, upon prompt notice by Advertiser of the error, republish Advertiser's ad in another Association publication, free of charge to Advertiser. Where appropriate, The Association will publish a brief statement in Association's newsletter advising its readers of the corrected error. The Association shall in no way be responsible for any other damages claimed by Advertiser due to such error or omissions.
10. In consideration of The Association permitting Advertiser to advertise in the Publication(s), Advertiser, for himself, his heirs, legal representatives, successors, and assigns, does hereby release, acquit, and forever discharge and hold harmless The Association, its heirs, legal representatives and assigns, of and from all claims and demands of every kind and character whatsoever accrued or that might hereafter accrue as a result of Advertiser's advertising in the Publication(s) and from any consequences resulting directly or indirectly therefrom.
11. The Association shall sell and Sponsor/Exhibitor shall purchase a sponsorship/exhibit table pursuant to the terms and conditions contained herein.
12. Sponsor/Exhibitor shall purchase sponsorship(s)/exhibit(s) of/at the Activities as written on the pages of this Agreement.
13. Sponsor/Exhibitor shall sponsor/exhibit at an Activity according to the rate and level of participation specified on the sponsorship rate card(s) currently in effect for the relevant Activity.
14. The Association shall have the right to announce the sponsorship/exhibit, in any manner it deems appropriate in relation to the Activity, and sponsors understand that The Association's announcement / acknowledgement will be their only return benefit. Sponsor/Exhibitor may not use The Association's name or logo without prior written permission.
15. The Association reserves the right, for any reason, to cancel the Activity being sponsored/exhibited, and, if it does so, The Association reserves the right to either transfer the sponsorship/exhibit to an equivalent Activity or refund the amount paid by the Sponsor/Exhibitor, at the Association's option.
16. The Association reserves the right to cancel this Agreement for any reason, and, if it does so without canceling the Activity, The Association shall refund the amount paid by Sponsor/Exhibitor. To the extent practicable, The Association shall give advance notice to Sponsor/Exhibitor of said cancellation.
17. The Association shall not be responsible for any errors or omissions made in announcing the Sponsor's/Exhibitor's participation in or sponsorship of an Activity. If an error is made in the announcement, The Association shall, upon prompt notice by Sponsor/Exhibitor of the error, publish a correction of the announcement in Action, free of charge to Sponsor/Exhibitor. Where appropriate, The Association will publish a brief statement in Action advising its readers of the corrected error. The Association shall in no way be responsible for any other damages claimed by Sponsor/Exhibitor due to such error or omission.
18. In consideration of The Association permitting Sponsor/Exhibitor to participate in the Activity/Activities, Sponsor/Exhibitor, for itself, its employees, agents, legal representatives, successors, and permitted assigns, does hereby release, acquit, and forever discharge, hold harmless and promise to indemnify The Association, its employees, agents, legal representatives and assigns, of and from all claims and demands of every kind and character whatsoever accrued or that might hereafter accrue as a result of sponsorship of/exhibition at the Activity/Activities and from any consequences resulting directly or indirectly therefrom.
19. This Agreement, including any advertising/sponsorship/exhibit announced in accordance with the terms of this Agreement, does not constitute a recommendation or endorsement by the Association of the Advertiser/Sponsor/Exhibitor or its products, goods or services. The Association does not warrant, guarantee, or otherwise represent the merchantability or fitness of any Advertiser/Sponsor's/Exhibitors products or the capability or services of any Advertiser/Sponsor/Exhibitor.
20. This Agreement represents the entire agreement between The Association and Advertiser/Sponsor/Exhibitor and may not be modified or terminated without the written consent of both parties. Advertiser/Sponsor/Exhibitor agrees to comply with any terms or conditions imposed by a third party that owns or controls a space where an Activity occurs.
21. This Agreement shall be binding upon the parties, their successors and permitted assigns. Sponsor/Exhibitor may not assign or delegate its rights or duties under this Agreement without the prior written permission of The Association.
22. This Agreement shall be construed according to the laws of the State of Minnesota.