

# 2019 Sponsor Application



## COMPANY INFORMATION:

Company Name:			
Primary Contact:		Primary Contact Phone:	
Address:			
City:	State/Province:	Postal Code:	Country:
Phone:		Email:	
Website:			

## SPONSORSHIP LEVEL SELECTION:

Platinum (\$8,500)

Gold (\$6,500)

Silver (\$4,500)

## PAYMENT INFORMATION: *(Select payment method below)*

Personal Check or Money Order*				
Credit Card: <i>(Check One)</i>		Visa	American Express	MasterCard Discover
Card Number:		Exp. Date:	Validation Code**:	
Name on Card:		Signature:		
<small>* Checks and international money orders should be made payable to the AADSM. Checks will not be accepted unless they are made in U.S. funds drawn</small>				
<small>** For VISA, Discover or MasterCard, the validation code is the last three digits in the signature box. For an American Express, the validation code is the four numbers above the credit card number.</small>				
By signing in the space indicated below, the undersigned company agrees to the sponsorship agreement, a copy of which is attached hereto ("Sponsorship Agreement"). The Sponsorship Agreement is incorporated into this application and made a part hereof.				
AGREED & ACCEPTED:				
Printed Name:		Title:		
Signature:			Date:	
<b>PLEASE SUBMIT THIS FORM TO:</b>		AADSM Attn: Randi Prince 1001 Warrenville Rd., Suite 175 Lisle, IL 60532		Phone: (630) 686-9873 Fax: (630) 686-9876 Email: <a href="mailto:rprince@aadsm.org">rprince@aadsm.org</a>

**AMERICAN ACADEMY OF DENTAL SLEEP MEDICINE**  
**SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the American Academy of Dental Sleep Medicine (“AADSM”), an Illinois not-for-profit corporation, and \_\_\_\_\_ (“Sponsor”), a \_\_\_\_\_ corporation.

**WHEREAS**, AADSM is dedicated to advancing the dentist’s role in the treatment of sleep-disordered breathing through professional education, practice standards, collaborative care, clinical research and public relations; and

**WHEREAS**, Sponsor desires to support AADSM’s goals AADSM in fulfilling its purposes by participating in the 2019 AADSM Sponsorship Program (the “Program”) and AADSM desires that Sponsor participate in the Program pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

**I. SPONSORSHIP**

1. Program. The Program provides Sponsor the opportunity to support AADSM’s goals and mission by providing financial support for certain of AADSM’s activities including its educational offerings and scientific journal.

2. Sponsorship Fee. In consideration of the sponsorship opportunities granted under this Agreement, Sponsor agrees to pay AADSM a sponsorship fee in the amount checked below (the “Sponsorship Fee”). The Sponsorship Fee shall be due in full upon execution of this Agreement.

Check one:

\$8,500 for Platinum

\$6,500 for Gold

\$4,500 for Silver

3. Rights and Obligations of Sponsorship.

a. Subject to the terms and conditions of this Agreement, Sponsor desires to participate in the Program at the level indicated in Section I.2. AADSM hereby appoints Sponsor as at the level indicated in Section I.2 during the Term (as defined below).

b. In exchange for payment of the Sponsorship Fee in accordance with Section I.2, Sponsor will receive the sponsorship rights and benefits associated with such level as set forth on **Exhibit A** attached hereto (the “Sponsorship Benefits”); and (ii)

AADSM shall make Sponsor's sponsorship of the Program known to its members in the manner and pursuant to the terms set forth in this Agreement.

c. Notwithstanding anything set forth herein to the contrary, Sponsor shall not in any information, brochures, advertisements, communications, literature, publications, or other materials (whether verbally, in print, electronic or other format) state, imply or lead others to believe that AADSM endorses or certifies Sponsor or any of its products.

d. Sponsor hereby grants to AADSM the non-exclusive right and license to use Sponsor's name and trademark ("Sponsor Marks") solely to recognize and acknowledge Sponsor as an AADSM sponsor in connection with the Program and pursuant to the terms of this Agreement ("Sponsor License"). AADSM shall have no right to sublicense the Sponsor Marks.

## II. ADVERTISEMENT OPPORTUNITIES

Sponsor shall be entitled to certain advertising credit ("Advertising Credit") to be used towards purchasing advertising in the *Journal of Dental Sleep Medicine* ("JDSM") and Annual Meeting Program(s) in the amounts set forth on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Advertising Opportunities"). All Advertising Credit must be used during the Term. Advertising Credit will not carry forward to a subsequent sponsorship term. Advertising Credit not used during the Term will be forfeited. Sponsor agrees to submit such insertion orders, advertising agreements and other documentation as AADSM may require in connection with the advertising opportunities as noted in the rate card. All advertising is subject to AADSM's approval, which may be withheld in its discretion.

## III. MISCELLANEOUS

1. Term. This Agreement shall be deemed to be effective as of \_\_\_\_\_, 2019 and shall expire on December 31, 2019 (the "Term"), except for those provisions which survive the termination or expiration of this Agreement.

2. Renewal. At the conclusion of the Term, AADSM shall provide Sponsor with the opportunity to continue as a Sponsor on such terms as shall be determined by AADSM and set forth in a new Sponsorship Agreement to be entered into by the parties.

3. Termination.

a. AADSM may immediately terminate this Agreement in the event of Sponsor's fraud, malfeasance, willful misconduct, insolvency, dissolution or any action, occurrence or situation taken by or in connection with Sponsor or its employees, agents, officers or directors which negatively impacts (or has the potential to negatively impact) AADSM or dental sleep medicine.

b. This Agreement may be terminated at any time by written mutual agreement of the parties.

c. This Agreement may be terminated immediately by either party for cause upon giving notice in writing to the other party. The material breach of any term, provision or condition of this Agreement, provided the party in violation has been given ten (10) business days' after receipt of written notice to remedy the violation and has not done so, shall constitute "cause" for immediate termination.

d. The Sponsorship Fee is non-refundable. The Sponsorship Fee will not be pro-rated or returned under any circumstances including, without limitation, the termination of this Agreement for any reason other than AADSM's non-performance or material breach.

4. Representations and Warranties. Sponsor represents and warrants that all of Sponsor's activities undertaken pursuant to the terms of this Agreement shall be in compliance with all applicable Federal, state and local laws, rules and regulations, including, without limitation, applicable anti-kickback laws, rules and regulations.

5. Indemnification. Sponsor shall defend, indemnify and hold harmless the AADSM (and any of its officers, directors, employees, members, affiliates, agents, successors and assigns) from and against any and all losses, liabilities, damages, judgments, assessments, fines, costs, expenses or deficiencies (including interest, penalties and fees, expenses and disbursements of attorneys, experts and consultants reasonably incurred by the indemnified party) arising out of or relating to: (i) any third party claims as to the lack of validity or enforceability of (A) the Sponsor Marks or (B) the Sponsor's ownership rights in the Sponsor Marks; (ii) Sponsor's products; and (ii) the gross negligence or willful misconduct of, or breach of this Agreement by, Sponsor, its officers, directors, employees or agents.

6. Amendment, Waiver, Discharge, Etc. This Agreement may not be amended, released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

7. Entire Agreement. This Agreement (and the Exhibits hereto) constitute the entire agreement between the parties with respect to the subject matter hereof and thereof.

8. Section Headings and References and Interpretation. The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Notices, Etc. All notices or communications required or permitted hereunder must be in writing and shall be deemed to have been duly given if delivered personally, delivered by overnight courier, or sent by fax transmission, to the parties hereto at the following addresses:

(a) If to AADSM, to:

American Academy of Dental Sleep Medicine  
1001 Warrenville Road, Suite 175  
Lisle, IL 60532  
Fax: 630-686-9876

(b) If to Sponsor, to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax:\_\_\_\_\_

Any such notice or communication that is addressed as provided in this Section shall be deemed given (a) upon delivery, if delivered personally, (b) on the day of transmission, if delivered by facsimile transmission, unless such transmission is sent after 3:00 p.m. (local time of the receiving party) or on a day which is not a business day of the receiving party, in which case such transmission shall be deemed given on the first business day after such transmission and (c) on the first business day of the receiving party after the delivery to the courier, if delivered by overnight courier. Any party hereto may from time to time change its address for the purpose of this provision by furnishing a notice in accordance with this section.

10. Counterparts. This Agreement may be executed in several counterparts, and be delivered by means of facsimile transmission or otherwise, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party.

12. Governing Law and Jurisdiction. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Illinois, without reference to its choice of law rules. The parties irrevocably submit to venue and exclusive personal jurisdiction in the federal courts located in Cook County, Illinois for any disputes arising out of this Agreement and waive all objections to jurisdiction and venue of such courts.

13. Severability of Provisions. If any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby. If the application of any provision or any portion of any provision of this Agreement to any Person or circumstance shall be held invalid or unenforceable, the application of such provision or portion of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby.

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

**AMERICAN ACADEMY OF DENTAL SLEEP MEDICINE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Sponsor Name:** \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**SPONSORSHIP BENEFITS**

<b>Sponsorship Program Benefits</b>	<b>Platinum</b>	<b>Gold</b>	<b>Silver</b>
Complimentary Annual Meeting Full-Meeting Registration	Two (2) Registrations Value:\$1,390	One (1) Registration Value:\$695	One (1) Registration Value:\$695
Complimentary Annual Meeting Exhibit Hall Only Registration	Two (2) Registrations Value:\$100	Two (2) Registrations Value:\$100	Two (2) Registrations Value:\$100
Annual Meeting Exhibitor Discount (2 - 8'x10')	30% Discount Max Value: \$1,380	25% Discount Max Value: \$1,150	20% Discount Max Value: \$920
Industry Supported Event Application Fee	30% Discount Value: \$900	25% Discount Value: \$750	20% Discount Value: \$600
Industry Product Theatre Application Fee	30% Discount Value: \$1,050	25% Discount Value: \$875	20% Discount Value: \$700
Annual Meeting Affiliate Meeting Fee	Waived Value: \$100	Waived Value: \$100	Waived Value: \$100
Exhibitor Discount Educational Courses	30% Discount Max Value: \$1,440	25% Discount Max Value: \$1,200	20% Discount Max Value: \$960
Recognition in NewsFlash AADSM Website Listing Annual Meeting Signage Annual Meeting Ribbons	Value: \$8,750	Value: \$8,750	Value: \$8,750
<b>Total Value</b>	<b>\$15,110</b>	<b>\$13,620</b>	<b>\$12,825</b>

**EXHIBIT B**

**ADVERTISING OPPORTUNITIES**

Sponsorship Program Advertising Opportunities	Platinum	Gold	Silver
Complimentary Banner Ads - <i>JDSM</i>	Credit: \$3,400 Equivalent to 4 Issues	Credit: \$3,400 Equivalent to 4 Issues	Credit: \$1,900 Equivalent to 2 Issues
Complimentary TOC Email Banner Ad - <i>JDSM</i>	Credit: \$7,000 Equivalent to 4 Issues		
Complimentary Print Ad Preliminary Program	Credit: \$1,350 Equivalent to Half-page Ad	Credit: \$900 Equivalent to Quarter-page Ad	Credit: \$900 Equivalent to Quarter-page Ad
Complimentary Print Ad Final Program	Credit: \$1,750 Equivalent to Full-page Ad	Credit: \$1,350 Equivalent to Half-page Ad	Credit: \$900 Equivalent to Quarter-page Ad
<b>Total Advertising Credit Available</b>	<b>\$13,500</b>	<b>\$5,650</b>	<b>\$3,700</b>