ACHP SPONSORSHIP AGREEMENT

Read and clearly print or type all of the required information. When completed and signed, return this form by:

- EMAIL: **mvelasco@achp.org**
- MAIL: ALLIANCE OF COMMUNITY HEALTH PLANS (ACHP), 1750 H St. NW, Suite 700, WASHINGTON, DC 20006. ACHP will countersign and send a copy of the document. A completed and signed Sponsorship Form indicates your commitment to be an official sponsor of an ACHP meeting/virtual program. A signed sponsorship form and sponsorship fee payment are required before a sponsorship is officially secured.

SPONSORSHIP:

Sponsorship 1:	
Total Amount:	

This Agreement, is made effective as of [DATE] between the ALLIANCE OF COMMUNITY HEALTH PLANS ("ACHP") and _____ ("Sponsor"), collectively the "Parties." _____ hereby agrees to sponsor _____ in accordance with the terms herein.

Indicate how you would like your company's name to appear on all print materials (e.g., XYZ Corporation, Inc.)
Company Name: _____
Address: _____
Phone: _____ Fax: _____
Contact Email: _____
Company Website or URL: _____

Send the sponsorship fee invoice to:

Name: _____ Title: _____
Address: _____ City/State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____

Our contact person/company representative is (if different from above):
Name: _____ Title: _____
Address: _____ City/State: _____ Zip: _____
Phone: _____ Fax: _____ Email: _____

Sponsorship Deadlines

- Sponsorship fees paid to ACHP within 30 days of receipt of sponsorship fee invoice.
- Four weeks ahead of the event:
  Company logo: Logo should be in vector format (EPS, AI and vector PDF are all acceptable). If you do not have a vector version of your logo, please send a high-resolution version of your logo (a 4 inch by 3 inch graphic at 300 DPI is acceptable). All files should be in a CMYK color profile.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE THE AUTHORITY TO ACKNOWLEDGE, LEGALLY BIND AND ACCEPT THESE PROVISIONS AND THAT IT IS YOUR INTENTION TO MAKE A FIRM COMMITMENT TO SPONSOR.

Today's date _____	Approval date_____
_____ Company Name	Alliance of Community Health Plans Company Name
_____ Authorized Signatory (please print name)	_____ ACHP Representative (please print name)
_____ Authorized Signatory (signature)	_____ ACHP Representative (signature)

TERMS AND CONDITIONS

1. Sponsor is prohibited from inviting conference attendees or speakers to other events at any time when conference events are scheduled, including during conference receptions and dinners. Sponsors must inform ACHP of any events they may be offering (luncheons, receptions, outings, etc.) along with the location and time. If planning a private event, sponsors will confirm that event timing does not interfere with planned conference activities.
2. Sponsor will indemnify, defend and hold harmless ACHP servants, agents, employees, invitees, and any guests of ACHP from any and all liability, loss, cost or expense incurred as a result of the acts of Sponsor and its, servants, agents and employees. Sponsor shall be solely responsible for any and all damages to the premises caused by Sponsor or its servants, agents, or employees.
3. IN NO EVENT SHALL ACHP BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The maximum extent of ACHP's liability shall be the amount of the sponsorship fee paid by Sponsor.
4. Conference attendees will provide certain personal information such as name, job, title, and company for conference registration. Attendees may elect to share their contact information with conference sponsors and exhibitors. Attendees may also opt in to receive pre- and post-conference messaging from sponsors.
5. ACHP will clearly display Sponsor's name or logo ("Sponsor Intellectual Property") and identify Sponsor as an event sponsor on the conference website, program and all applicable on-site event signage. ACHP does not claim any ownership of the Sponsor Intellectual Property and will only use the Sponsor Intellectual Property to the extent necessary in furtherance of their obligations under this Agreement. ACHP will cease to use or display Sponsor Intellectual Property following valid termination of this Agreement.
6. Sponsor grants to ACHP a limited, revocable, non-transferable license to use Sponsor Intellectual Property in connection with the sponsorship. Sponsor shall have the right to approve all uses of said Sponsor Intellectual Property, but will not unreasonably withhold or delay its approval. Sponsor represents and warrants that it is either the author or owner of all rights to the Sponsor Intellectual Property, and that the Sponsor Intellectual Property does not infringe the rights of others, and that Sponsor has full power and authority to submit the Sponsor Intellectual Property and to grant this license to ACHP. Sponsor agrees to indemnify and hold ACHP harmless from any claim by third parties alleging that Sponsor granting this license in any way infringes such third party's rights to any or all of the Sponsor Intellectual Property.
7. This Agreement in no way transfers any ownership of ACHP's names, trademarks or logos to Sponsor. Except as explicitly permitted in this Agreement, Sponsor shall not use any ACHP name, trademark or logo without express written permission from ACHP. Sponsor shall ensure that all references to its sponsorship and/or the relevant tier or sponsorship and affiliation with ACHP shall adhere to guidelines and instructions provided by ACHP. Sponsor acknowledges and agrees that any breach of this paragraph will result in substantial and serious harm to ACHP, the extent of which cannot be reasonably or adequately compensated in damages in an

action at law and may cause irreparable harm to ACHP. Sponsor, therefore, expressly agrees that ACHP, in addition to any other rights or remedies which ACHP may possess, shall be entitled to seek injunctive or other equitable relief to prevent a breach of this paragraph by Sponsor.

8. ACHP is prohibited from requesting adjustments or substitutions to benefit package items.
9. Sponsor affirms that as of the effective date of this Agreement that it is compliant with all federal, state, and local laws and regulations. Sponsor will bear the own cost of any applicable insurance, registration fees, and taxes associated with compliance of these laws.
10. This Agreement shall continue until completion of <EVENT>_____ or the end of calendar year unless earlier terminated in accordance with this Section 11 or Section 12. This Agreement may be terminated by ACHP by written notice to Sponsor if and shall become null and void if Sponsor breaches any material term of this Agreement and fails to cure such breach (if such breach is capable of being cured) within fourteen (14) days of its receipt of written notice specifying the breach.
11. ACHP reserves the right to postpone or cancel the Event at any time for any reason (including but not limited to a "Force Majeure Event" which ACHP in its sole discretion determines makes it illegal, impossible, inadvisable or impracticable for the Event to be held). "Force Majeure Event" shall be defined to include, without limitation, Acts of God, strike, labor disputes, wars, fires, earthquakes, weather events, travel restrictions, acts of public enemies, acts of terrorism, epidemic or disease, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party. The failure of ACHP to comply with the terms and conditions hereof because of a "Force Majeure Event" shall not be deemed a breach of this Agreement. If the Event is canceled because of "Force Majeure Event," ACHP will be relieved of its obligations to Sponsor, and Sponsor may apply their sponsorship to a future event through the next calendar year subject to approval by ACHP. Parties will negotiate in good faith to make alternative arrangements to in line with the provisions set forth in this Agreement.
12. In the event of expiration or earlier termination of this Agreement other than by mutual consent, Sponsor shall not be relieved of any of its liabilities or obligations arising hereunder unless explicitly stated otherwise herein. Upon the effective date of termination, Sponsor shall no longer have access to or the opportunity to receive any sponsorship benefits. To the fullest extent permitted by law, neither Party shall be liable to the other for any costs, expenses, loss, delay, damage or any other liability resulting from or arising in connection with the cancellation or postponement of the Event or the termination of this Agreement.
13. Except in the event that ACHP terminates this Agreement without cause, ACHP may retain such part of the Sponsor's fees as shall be required to recompense ACHP for its expenses and obligations related to the event. In the alternative, ACHP may credit Sponsor an amount, determined solely in ACHP's discretion, for a future event. Notwithstanding the foregoing, ACHP shall attempt to maximize its resources to avoid such liabilities. ACHP's right to terminate this Agreement and its other rights under this clause shall not be prevented even if the parties were aware of any condition at the time this Agreement is executed, and such condition shall not be a restriction of ACHP's ability to invoke its rights under this clause.
14. This Agreement or the existence of this Agreement shall in no way be construed as an understanding that ACHP recommends or endorses Sponsor or its services or products to any third party. Other than as agreed herein, Sponsor shall not advertise its sponsorship or collaborator status under this Agreement in any manner that could be construed as endorsement by ACHP of its products or services.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to its conflict-of-laws or choice-of-law principles. Venue for any dispute between the parties arising out of this Agreement shall take place in the Superior Court of the District of Columbia or the United States District Court for the District of Columbia.
16. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, oral or written, relating to the subject matter of this Agreement. This Agreement may only be amended in a writing signed by both parties. In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or is held to be invalid by a court with jurisdiction of the parties hereto, such provision shall be deleted from the Agreement and this Agreement shall be construed to give effect to the remaining provisions hereof.