

Mission to Care. Vision to Lead.

<<INSERT DATE>>

On behalf of the Florida Hospital Association (FHA), we would like to thank you for <<ENTER COMPANY NAME>> (SUPPORT ASSOCIATION) interest in supporting FHA Events (EVENTS) in 2023. This Letter of Agreement (AGREEMENT) will provide our agreed terms regarding your support of the FHA's 2023 EVENTS. We appreciate your support and look forward to working with you.

- The sponsorship shall be for:
 - <<ENTER EVENTS>>
 - <<ENTER EVENTS>>
 - <<ENTER EVENTS>>
 - <<ENTER EVENTS>>
 - <<ENTER EVENTS>>
- SUPPORT ASSOCIATION will be entitled to the benefits included in Attachment A. In consideration for such benefits, the SUPPORT ASSOCIATION agrees to market the FHA event(s) identified by this Agreement.
- SUPPORT ASSOCIATION's obligations under this agreement are detailed in Attachment A.
- For the purposes of providing benefits, acknowledging SUPPORT ASSOCIATION, and promoting the meeting SUPPORT ASSOCIATION hereby gives FHA a nonexclusive, royalty-free license to use the name and logo of SPONSOR, subject to any agreed upon limitations, or SUPPORT ASSOCIATION brand guidelines.
- FHA will retain ownership of, and any rights associated with, the production and implementation of the EVENTS. SUPPORT ASSOCIATION has no expectation of receiving any ownership rights, licenses, benefits, or services not listed in Attachment A and agreed to by FHA and SUPPORT ASSOCIATION prior to the EVENTS.
- The parties agree to the terms and conditions included as Attachment B, which includes termination provisions, limitation of liability, indemnity, and various miscellaneous clauses related to governing of this Agreement.
- The parties make no guarantees of the number of event attendees, a guaranteed audience or specific members of audience, or any guarantees regarding attendees at its any receptions or meetings that may be included as a benefit of support.

We are grateful to HFMA for its support of important FHA programs. If the above terms are agreeable, please return an executed copy of this letter to John Wilgis at john@fha.org.

Sincerely,



Mary C. Mayhew

President and CEO Florida Hospital
Association

P 850-222-9800 M 207-620-0072 E
marym@fha.org W www.fha.org

ATTACHMENT A – ASSOCIATION BENEFITS

Support Association Name: <<ENTER COMPANY NAME>>
Signature: _____
Support Association Representative: <<PRINT NAME>>
Title: <<ENTER TITLE>>
Date: <<ENTER DATE>>

Support Association Name: Florida Hospital Association, Inc.
Signature: _____
Support Association Representative: Mary C. Mayhew
Title: FHA President & CEO
Date: <<ENTER DATE>>

The explanation of benefits below clarifies what is included in this agreement.

FHA will provide the following to <<ENTER COMPANY NAME>>:

- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- **FHA 2023 Virtual Events**
 - Unlimited participation in FHA 2023 virtual educational events.
 - **Thank You to sponsors on revolving event slides** - FHA designed Power Point slide deck will be displayed pre-event, during breaks, and meeting transitions highlighting all sponsors by level, revolving with other informational slides during the meeting.

<<ENTER COMPANY NAME>> will provide the following to FHA:

- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- <<ENTER EVENTS AND BENEFITS>>
- Company logo on <<ENTER COMPANY NAME>> website w/ link to company website - All sponsor logos and links to company websites will be listed on a dedicated FHA webpage.
- Opportunity for FHA and <<ENTER COMPANY NAME>> to Co-Host Education Event. If FHA and <<ENTER COMPANY NAME>> agree to co-host an event together, each party will agree to financial obligations prior to the event.

Other:

- Each party may invite a Representative to participate in an in-person or virtual Association business call or meeting (i.e., Committee, Council, Group, Forums, etc.).

ATTACHMENT B – FHA EDUCATION CO-MARKETING SUPPORT TERMS AND CONDITIONS

I. CO-MARKETING SUPPORT

- A. Education co-marketing support and benefits will be agreed to in writing and subject to a mutually executed Letter of Agreement.
- B. In the event that FHA is unable to perform any of its obligations set forth in a Letter of Agreement, FHA will promptly notify Support Association in writing and the parties shall negotiate in good faith commensurate make-goods based on the education co-marketing support and benefits described in an applicable Letter of Agreement. Such make-goods may include, but are not limited to, an extension of the Term (as defined below) to the next scheduled event, alternative co-marketing opportunities or alternative make-goods, subject to Sponsor's final approval.
- C. Support Association may provide FHA with text, artwork, graphics, and photographs ("Content") that shall be incorporated into materials that may be displayed or distributed by FHA (Materials). Such Materials will be used, displayed, and distributed solely in the manner agreed on by FHA and Support Association and pursuant to the terms and conditions of this Agreement.
- D. FHA reserves the right to approve or reject the use of any Support Association developed Content in Materials at its reasonable discretion for any reason whatsoever.

II. DISPLAY AND DISTRIBUTION OF MATERIALS

- A. Support Association hereby grants FHA a non-exclusive, non-transferable, limited, and revocable license to (i) incorporate the Content into the Materials, and (ii) display and distribute the Materials solely pursuant to the terms and conditions of this Agreement and as approved by Support Association in advance in writing. Support Association may establish further guidelines governing the use, display and distribution of any Content or Materials and the quality of the items on which the Content are displayed; FHA shall comply with any such guidelines provided to FHA by Support Association. FHA may not display or distribute any Materials in a manner that is detrimental or prejudicial to Support Association's reputation.
- B. If Support Association's benefits of education co-marketing support include any kind of meeting exhibits, such as display tables, attendees' lounges, or any other kind of in person set up at meeting premises, Support Association agrees to work with FHA, or FHA's agents to ensure compliance with exhibit and display rules that may be imposed by the meeting site or FHA.

III. TERMINATION; CANCELLATION

- A. This Agreement shall commence on the Effective Date and shall terminate at the provision of all services as defined by any outstanding "Association Benefits" letter. (the Term).
- B. This Agreement may be terminated by Support Association upon written notice in the event that FHA commits a material breach of this Agreement.
- C. If at any time during the Term of the Agreement FHA or its owners, administrators, executives, directors, officers, employees, agents commit any act or fail to act or are implicated in any situation that occurred prior to the Effective Date that subjects Support Association to public disrepute, ridicule, contempt, or scandal, violates accepted moral standards of the community, or is likely to injure Support Association's image, reputation, goodwill or proprietary rights, Support Association shall have the option to terminate the Agreement upon written notice to FHA and shall have no further obligations hereunder.
- D. Upon the termination or expiration of this Agreement, FHA shall cease all use, display and distribution of any Content and Materials unless otherwise agreed to by Support Association in writing.

V. INDEMNIFICATION

- A. EACH PARTY shall indemnify and hold THE OTHER PARTY harmless from and against any and all costs, expenses (including, without limitation, attorneys', and legal fees), damages and other liabilities associated with any third-party demand, claim, action, suit or proceeding (collectively, "Claims") that arise out of THE INDEMNIFYING PARTY'S negligent act or omission, breach of this Agreement or the infringement of any third-party intellectual property rights.
- B. THE PARTY SEEKING INDEMNIFICATION will promptly notify THE INDEMNIFYING PARTY WHEN THEY acquire knowledge of any Claim that might trigger A CLAIM OF indemnification obligations under Section V(A) and will provide THE INDEMNIFYING PARTY with reasonable cooperation in the defense of such Claim at THE INDEMNIFYING PARTY'S expense. THE PARTY SEEKING INDEMNIFICATION may, in its own discretion, participate in the defense of any Claim including using counsel of its own choosing; such participation shall not relieve THE INDEMNIFYING PARTY of any of its obligations under this Section or this Agreement. THE INDEMNIFYING PARTY shall not, without the prior written consent, WHICH SHALL NOT BE UNREASONABLY WITHHELD, of THE PARTY SEEKING INDEMNIFICATION, settle any Claim. THE PARTY SEEKING INDEMNIFICATION has sole and exclusive authority to enter into any settlement that would impose an injunction or any other equitable or legal relief upon THE PARTY SEEKING INDEMNIFICATION or require an admission of THE PARTY SEEKING INDEMNIFICATION'S liability.

VI. MISCELLANEOUS

- A. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Florida, without regard to its principles of conflicts of laws. The parties hereby irrevocably consent to the exclusive jurisdiction of any state or federal court in Leon County, Florida.
- B. Waiver; Enforceability. The waiver by either party of any breach of this Agreement or any delay in exercising any rights granted to such party by this Agreement shall not constitute a waiver of such rights or any subsequent breach. If any of the provisions of this Agreement are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions shall not be affected or impaired.
- C. Assignment. FHA may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Support Association.
- D. Survival. The provisions of Sections V and VI shall survive the termination or expiration of this Agreement for any reason.
- E. Jury Waiver. In any litigation in which the parties are adverse to each other, each party agrees to waive its right to a jury trial.
- F. Independent Contractors. Each party understands it shall serve as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of the other party in its performance hereunder. Unless approved to the contrary by the party, all employees used by a party shall be such party's employees, or agents, and the entire management, direction, and control of all such employees shall be exclusively vested with such party. Each party understands that it has no authority to act for, bind or obligate the other party. Neither party shall make any representations, written or oral, concerning the other party.
- G. Force Majeure. Neither party shall be liable for any delays in performance, cancellations, or losses hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver.
- H. Notice. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, or if sent by facsimile transmission with confirmation of delivery, to Support Association's representative identified in the Letter of Agreement, or, if from Support Association to FHA to John Wilgis.

- I. Entire Agreement. The terms and conditions identified in this document and any other provisions of the Letter of Agreement shall supersede all other agreements and understandings, both written and oral, between the parties with respect to the subject matter contained herein. This Agreement may only be amended by a writing that is signed by each party. In the event the provisions of these terms and conditions are contrary to anything agreed on in the Letter of Agreement or the education event co-marketing support and benefits as identified in any attachment to the Letter of Agreement, those terms shall be the enforceable terms.

END OF DOCUMENT