

Critical Care Conference

Sponsorship
& Exhibitor
Prosectus

April 27, 2023



You're Invited...

Stillwater Medical's Annual Critical Care Conference has grown exponentially since it began in 2016. Don't miss this opportunity to interact with healthcare

We are excited to announce our move to a larger venue, allowing us to expand registration and enhance sponsorship opportunities.



Who We Are

The Critical Care Conference Steering Committee is comprised of dedicated nursing professionals from the award-winning Stillwater Medical Center. From active roles in the Emergency and Education Departments, each member brings several years of clinical experience to the development of our annual program.



Who Attends

Although the majority of attendees are nurses, or nursing students, we do attract EMTs, paramedics, APRNs, nurse practitioners, and a few respiratory therapists as well.



Why You Should Sponsor

As a sponsor to the Critical Care Conference, you can generate excitement about your products, programs, and services to a targeted group of consumers. You can experience the conference in-person with a booth and interacting with attendees during breaks, or by introducing a speaker. The conference is a great way to reach your target audience and engage with them.

Sponsorships

Lunch & Learn

One Available: \$3,000

- Opportunity to Address Attendees for 15 minutes during lunch (can include a/v presentation and Q&A)
- Double-size Exhibit Space (includes 2 tables and exhibitor amenities)
- Handout/collateral (provided) on tables

Education Sessions

Seven Available: \$1,000

- Recognition by Session Presenter
- Thank You Slide at Close of Presentation
- Handout/collateral (provided) in swag bags

Morning Break

One Available: \$500

- Recognition from the stage (live & slide)
- Handout/collateral (provided) in swag bags

Afternoon Break

One Available: \$500

- Recognition from the stage (live & slide)
- Handout/collateral (provided) in swag bags

Secure your sponsorship today at: smc-foundation.org/critical

The deadline to reserve your sponsorship is April 20th.

Collateral/Handouts must be received by 5:00 p.m. on April 20th

Point of Contact: Jeffery Corbett, jcorbett@stillwater-medical.org

Exhibit With Us!

Exhibitor Booth **\$300**

includes:

Table with black cloth

Access to Complimentary Beverages

2 Box Lunches

Terms & Conditions

SPONSORSHIP AGREEMENT: The 2023 Critical Care Conference is scheduled to occur on April 27, 2023, at Sparrow Beginnings, Stillwater, Oklahoma (the "Event"). Stillwater Medical Foundation ("SMF") reserves the right, at its sole discretion, to change the site, hours or dates of the Event. SMF will attempt to notify Sponsors of any such changes as far in advance as possible.

APPLICATIONS: All applicants for exhibit space, speaking sessions or general sponsorship (regardless of level) (hereinafter "Sponsor") must agree to this Sponsorship Agreement ("Agreement"). Once this Agreement is accepted by Sponsor (whether electronically or otherwise) and received and accepted by SMF, it is considered binding and fees are non-refundable. SMF reserves the right, at its sole discretion, to decline acceptance of this Agreement.

PAYMENT: SMF will invoice Sponsor for the fees associated with its chosen level of sponsorship for the Event ("Sponsorship Fee"). Payment is due net 30 days from the invoice date. Except as otherwise set forth herein, the Sponsorship Fee is nonrefundable and non-cancelable. SMF reserves the right to revoke or prevent Sponsor's Event participation in the event of non-payment.

CANCELLATION: In the event Sponsor wishes to cancel all or part of its participation in the Event, Sponsor must send notice to hgibert@stillwater-medical.org. Sponsor shall be liable for one-hundred percent (100%) of the total Sponsorship Fee. Sponsor is responsible for payment of the Sponsorship Fee irrespective of the reason for Sponsor's cancellation. In the event of cancellation by Sponsor, SMF reserves the right to use or resell Sponsor's canceled Event participation. SMF's re-allocation of Sponsor's Event participation shall not excuse Sponsor from payment of the Sponsorship Fees assessed here-under. SMF reserves the right to cancel the Event or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation or termination by SMF, SMF's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of the Sponsorship Fees paid by Sponsor under this Agreement.

USE OF MARKS: Sponsor agrees not to use any trademarks, trade names, logos, slogans or other intellectual property owned by Stillwater Medical or SMF. Sponsor may not issue any announcement or press release regarding the Event, or Sponsor's participation in the Event, without the prior written consent of SMF.

NO ENDORSEMENT: Sponsor will not state or imply that its products or services are endorsed by SMF or SMF's affiliates and no approval by SMF or any of its affiliated or subsidiary companies of any of Sponsor's content or participation in the Event will be deemed an endorsement.

BOOTH SPACE: When the booth map becomes available, Sponsor will be eligible to select a booth (placement in the booth selection queue is based in part on the date and time this Agreement is accepted by SMF and payment is received plus any other criteria as determined solely by SMF).

USE OF EVENT/BOOTH SPACE: Sponsor shall not assign, lend, or share Sponsor's event space. Sponsor shall not promote any other person or entity, or any products other than Sponsor's, without SMF's prior written consent. "Promote" includes signage, products, demos, presentations, giveaways, and any other marketing pieces. Sponsor must confine all demonstrations, promotional activities, and representatives to Sponsor's predesignated Event space. No signs, literature, collateral, equipment, furniture, or promotional items may be placed, distributed or posted outside of the Sponsor's designated Event space.

FORCE MAJEURE: SMF shall not be responsible for any loss or damage resulting from failure to perform under this Agreement or to conduct the Event as currently scheduled in whole or part as a result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind what so ever beyond the reasonable control of SMF. In such event, SMF will make reasonable efforts to reschedule the Event. Notwithstanding any other terms or conditions of this Agreement, should it ultimately be impossible to hold the Event due to a force majeure event, SMF may retain or will be due such portion of the Sponsorship Fee as necessary to compensate SMF for expenses reasonably incurred up to the time the force majeure event occurred. All payments in excess of such expenses shall be refunded.

CONDUCT OF SPONSOR: Sponsor shall conduct its Event participation in a professional manner so as not to be objectionable to SMF, other Sponsors or participants, or the public. SMF reserves the right to restrict or prohibit exhibits or content which, because of noise, method of operation, content, or any other reason, are objectionable or otherwise detract from or are out of keeping with the character of the Event as a whole. SMF may prohibit installation or request removal or discontinuance of any exhibit or promotion that, if continued, deviates substantially from the design and description approved in advance by SMF. SMF and the venue reserve the right to close, remove or require changes in any exhibit or to remove any of Sponsor's personnel, agents, representatives, independent contractors, invitees or guests who are deemed detrimental to SMF, the Event, other sponsors, the venue, or the public. Sponsor shall not distribute any giveaways, prizes or collateral that would be considered potentially dangerous or destructive, including, without limitation, pocket knives, box knives, stickers, adhesive decals,

helium balloons, glitter, laser pointers, or dart guns. If Sponsor or its representatives fail to observe the terms and conditions of this Agreement, or, in the opinion of SMF, conduct themselves unethically or detrimentally to SMF, Sponsor may be dismissed from Event without refund or other appeal.

LIMITATION OF LIABILITY: SMF shall in no event be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by Sponsor, whether such action is in contract or tort, even if SMF has been advised of the possibility of such damages. SMF's entire liability for damages hereunder shall in no event exceed the Sponsorship Fee paid by Sponsor under this Agreement.

NO ASSIGNMENT: The rights granted by this Agreement are personal in nature. Sponsor may not assign this Agreement to any third party without the prior written consent of SMF.

AUTHORIZATION: By accepting this Agreement you are authorizing SMF to provide contact information including your address, phone number, fax number and contact person to any service vendor contracted to conduct work at the Event.

GOVERNING LAW; JURISDICTION: This Agreement and all matters arising out of or relating to it shall be governed by the procedural and substantive laws of the State of Oklahoma. Any legal action relating to this Agreement shall be instituted in Stillwater, Oklahoma.

WARRANTY: Sponsor warrants that it has the authority to enter into this Agreement; that its participation in the Event will not violate any other agreement or understanding between Sponsor and a third party; that Sponsor will reimburse SMF for any losses SMF incurs resulting from any damage to the personal property of, or any personal injury to, SMF, the Event location owner, or any of their employees or contractors in connection with the Event; that no materials provided by Sponsor in connection with the Event will infringe or misappropriate any third party's rights; and that Sponsor will comply with all applicable federal, state and local laws and regulations in connection with its obligations under this Agreement and its conduct in connection with the Event.

INDEMNITY: Sponsor will indemnify and hold SMF, its parent, affiliated and subsidiary companies (the "Indemnified Parties") harmless for and from any alleged or actual claim for any costs, losses, or fines, penalties, or expenses (including reasonable attorneys fees) arising from or related to: (1) any damages to real or personal property, or personal injury to any person, directly or indirectly caused by Sponsor or Sponsor's employee or contractor in connection with the Event; (2) any failure to comply with any applicable federal, state, and local laws and regulations related to the collection, use, sharing, disclosure and storage of personal information; and (3) any claim that the Indemnified Parties' use of any content provided by Sponsor for the Event infringes or misappropriates any third party's intellectual property, publicity, privacy, confidentiality or other right, provided that in no event will the Indemnified parties' approval or use of Sponsor's products or any other materials provided by Sponsor for the Event, or the Indemnified Parties' approval of Sponsor's use of Event marks, affect the Indemnified Parties' right of indemnification as described in this paragraph. This provision will survive the termination or expiration of this Agreement.

NO PARTNERSHIP OR AGENCY: Nothing in this agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, designate any party as the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

PERMISSION TO USE MATERIALS: Sponsor grants SMF and its employees, agents, contractors or representatives permission to use, reproduce, combine with other works, and publish worldwide in all media, Sponsor's trademarks, product names or descriptions and logo(s) and any materials Sponsor provides for the purpose of, or as result of, Sponsor's participation in Event, including, without limitation, posting on websites, or publishing in other print or electronic media, brochures, newsletters, advertisements, and magazines. SMF may edit materials only as necessary to conform them to a given media, e.g., changing the size of an image, but will not modify Sponsor's trademarks or logos in any other way without Sponsor's prior written consent.

CONFIDENTIALITY AND AUTHORIZATION: This Agreement, its terms and the Event are confidential until publicly announced by SMF. Sponsor may not disclose the existence of this Agreement or the terms of this Agreement to any third party without SMF's prior written consent. Sponsor hereby authorizes SMF to provide Sponsor's contact information including address, phone number, fax number and primary contact person information to the SMF events and marketing team, and any SMF vendor contracted to conduct work for this Event, as well as to the Event location owner and its employees, agents and contractors.

ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party.

