



ASE

American Society of Echocardiography

30th Annual Echo Hawaii Science & Technology Theater Sponsorship Agreement The Westin Hapuna Beach Resort, Kohala Coast, Big Island, HI January 20-24, 2020

This agreement is entered into between the American Society of Echocardiography (“ASE”) and _____ (“Sponsor” or “Company”), and shall be effective only when accepted and countersigned by ASE.

In order to reserve a spot for your company to be a presenting sponsor of an industry symposium session, this signed contract must be received by ASE by September 30, 2019. **Payment in full** of the sponsorship fee must be **received** by ASE no later than **December 15, 2019 or ASE retains the right to cancel the session without damages.** The required sponsorship fee can be paid with a check (official purchase order is acceptable), credit card or wire transfer (bank fees to be incurred by the company if this option is chosen) at the time the signed contract is submitted. **Your spot will not be held or guaranteed until this signed contract is received.**

All Science and Technology Theater sessions must strictly follow all of the requirements in this agreement. If your company would like to provide CME credit to attendees, it is your responsibility to contract separately with a third-party CME provider; logistics must be entirely handled by the CME provider, industry supporter and/or third-party planner in full compliance with all ACCME criteria. None of these sessions will be considered an official part of Echo Hawaii, as planned by the Echo Hawaii 2020 Program Committee, or in any way affiliated or endorsed by ASE.

All attendees of any Science and Technology Theater session must be registered for the ASE 30th Annual Echo Hawaii Conference for the day during which the session will be held (full conference registration or one-day registration may be appropriate). Five complimentary guest badges will be given for each session to be used at the company’s discretion and may be used for faculty, but are good only for the date of your company’s session. These guest passes do not qualify for CME privileges.

Theater sessions dates/times will not be considered confirmed without a signed contract. The Science and Technology Theater Sessions are offered as follows; please select your slot choice below:

Monday, January 20, 2020, 12:45 pm – 2:00 pm

- \$30,000 USD with F&B included **OR**
- \$15,000 without F&B

Tuesday, January 21, 2020, 12:45 pm – 2:00 pm

- \$30,000 USD with F&B included **OR**
- \$15,000 without F&B

Wednesday, January 22, 2020, 12:45 pm – 2:00 pm

\$30,000 USD with F&B included **OR**

\$15,000 without F&B

Wednesday, January 22, 2020, 6:15 pm – 8:00 pm

\$10,000 without F&B

The American Society of Echocardiography will provide the following for the Science & Technology Theaters:

- Tabletop Exhibit included in package (please fill out additional form for exhibit details).
- Session Room with classroom seating for up to 300 attendees.
- Lunch for up to 200 attendees, for the F&B inclusive pricing; if sponsor chooses the non-inclusive pricing, ASE will not be responsible for providing or coordinating any food or beverage. Sponsor may coordinate directly with hotel to provide F&B if desired. Care will be taken to provide ample flow for one full hour of programming.
- State-of-the-Art AV equipment and labor infrastructure. Includes presentation management, LCD projector & two large screens, podium with microphone, table microphones for up to five (5) speakers, remote slide advancer, standard sound system, standard stage lighting, and up to three (3) AV technicians.
- Skirted registration desk and chair.
- Inside Front Cover OR Inside Back Cover ad in the final program *when space is available* OR a promotional flyer to each attendee during registration
- Use of audio visual technicians (help with presentations, etc.).
- Pre-registration lists of Echo Hawaii professional attendees (**available in December 2019**). This list will only contain names, credentials, institution (if available), and city/state/country. If sponsor would like to send a physical mailer, a copy of such piece must be submitted to ASE for approval. Upon approval, ASE will provide a pre-registration list with street addresses; ASE does not provide email addresses.
- Listing of session on the Echo Hawaii Web site (www.asecho.org/EchoHawaii).
- E-Newsletter announcement to all ASE members and Echo Hawaii 2020 pre-registrants.
- Five guest badges for each industry symposium purchased (guest badges do not include CME).
- Access to list of Echo Hawaii faculty for potential contacts for speaking roles.

Company to Provide:

- Faculty selection and invitations (faculty must either be registered for Echo Hawaii as ASE faculty or company may allot one of the five complimentary badges for this purpose).
- Content for Final Program ad, no later than December 15, 2019.
- Complete control of content, including contracting with a third-party medical education company to provide CME if so desired.
- Complete control of lunch registration (if desired).
- Food & beverage, if desired, if one of the non-inclusive options is selected.
- Videotaping and any logistics associated with the captured symposia to allow repurposing for the Web and other venues.
- Marketing, in addition to what ASE is providing, to draw attendees.

- Company signage promoting theater sessions (may be placed throughout the property for additional promotion)
- Payment in full no later than December 15, 2019.
- Control of attendees (if the company would like to cap the number to allow for company personnel to attend or to discourage other competitors attending, this will be under the company's control).

Rules Governing Distribution of Printed Materials

Company agrees to send ASE all promotional materials for review prior to printing or distribution. ASE reserves the right to modify, alter or deny any requests for material approval.

All materials associated with a Science and Technology Theater session must contain the following language **“This activity is not a part of the official ASE 30th Annual Echo Hawaii, as planned by the Program Committee, or in any way endorsed or affiliated with ASE.”** This statement must be in an easily readable font on the front cover/page or mailer of all materials.

As noted in the terms above, ASE will provide on-site signage to market the location of your meeting. Any additional signs may be used at the sole approval of ASE. Signage or marketing of any industry session will be prohibited in, or directly outside of, any ASE educational room or session. Distribution of materials in the Exhibit & Poster Hall will be acceptable.

ASE will not print, ship or provide any type of logistical assistance for any marketing materials not included in the list of ASE provisions of this activity (i.e. additional signs, on-site flyers, registration materials, etc.). ASE will publicize links to company-provided registration forms on the ASE Echo Hawaii Web page.

Science and Technology Theater Session Content

While sole discretion for content is given to the provider, as these sessions are for educational purposes, inducements for the reader or audience to buy or lease the sponsor's products or services, is not advised. Company must be solely responsible for the selection and development of content, as well as the selection and invitation of faculty.

Due to the potential for a conflict of interest, ASE leadership may not participate as faculty. ASE COI criteria prevent Executive Committee and Board of Directors members from participating in industry promotion, speakers' bureaus and/or marketing while serving ASE in this capacity. Even though the individual may be offering a personal opinion, he/she is still perceived as speaking on behalf of ASE.

Content should be developed with careful attention to the designated time allowance. For all large theater sessions, ASE will set the room and meal such that time is allowed for one hour of programming. Sessions are prohibited from interfering with the Echo Hawaii educational conference and as such, may not in any circumstance go over the allotted time.

Additional Contract Terms and Disclaimer

Once a signed contract is received, this contract obligates the company to the session. In addition, no session sponsor may obtain a full refund, even if the sponsor later declines to hold the session. If the sponsor informs ASE in writing that they wish to cancel their symposium prior to November 20, 2019, ASE will refund 50% of the total sponsorship fee; after November 20, 2019, the sponsor will not be entitled to any refund of the sponsorship fee nor cancellation. Furthermore, the sponsorship rights in

this Agreement are not transferable to any other party without the prior written consent of ASE, which consent may be withheld in its sole discretion.

Company agrees to protect, indemnify and hold ASE harmless from any and all claims, liability, damages or damage to property incurred as a result of the Science and Technology Theater sessions or connected to wrongful acts of the company, contractors or its agents.

The company listed on this application, by signing this form, agrees to comply with the policies, rules and regulations contained in this document and all policies, rules and regulations related to the session/company adopted after the distribution of this contract.

The association will only agree to provide the services listed within this contract; any other verbal discussions or representations by ASE staff, leadership or volunteers are not guaranteed.

While ASE will make every reasonable effort to encourage Echo Hawaii attendees to attend all Science & Technology Theater sessions, the society cannot guarantee a minimum level of attendance. Sponsor acknowledges and accepts the risk of low attendance, due to inherent environmental factors that may influence Echo Hawaii attendees' decisions to attend these symposia. Audience levels will not affect the pricing of the symposia nor obligate ASE to any reparations to the company.

In the event that the ASE 30th Annual Echo Hawaii meeting is canceled in its entirety for any reason, ASE shall return to Sponsor its sponsorship fee(s), but shall have no other liability or obligation. In the event that the ASE 30th Annual Echo Hawaii meeting is held, but sponsor's session is interrupted in whole or in part by circumstances beyond the control of ASE, including, but not limited to, power or equipment failure, acts of God, civil disorder, labor unrest, or other emergency, Sponsor understands and agrees that it is not entitled to a refund of its sponsorship fee, but that ASE may in its sole discretion offer future concessions or opportunities.

Any questions concerning the ASE 30th Annual Echo Hawaii Science and Technology Theater opportunity, as well as completed forms and payments, should be sent to the attention of Andie Piddington at apiddington@asecho.org.

In witness whereof, the Sponsor, by its authorized representative, agrees to the foregoing terms and conditions of the Agreement and its exhibits. (Please note that electronic and facsimile signatures are acceptable and binding)

COMPANY NAME: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment: Exhibit A

Payment in full is acknowledged and this Agreement is accepted by ASE as of the date indicated below:

AMERICAN SOCIETY OF ECHOCARDIOGRAPHY

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A: Company Contact Information

Company Name

Primary Symposium Contact

Name: _____

Email: _____

Address: _____

Street Address

City

State

ZIP Code

Phone: _____

Fax: _____

Secondary Symposium Contact

Name: _____

Email: _____

Address: _____

Street Address

City

State

ZIP Code

Phone: _____

Fax: _____

CME Provider and Contact Information (if applicable)

Third-Party Organizer and Contact Information (if applicable)

Exhibit B: Wiring Instructions

ACH Instructions

Routing #: 053101121

Account #: 5202927868

Account Name: American Society of Echocardiography

International Wire

BB&T

434 Fayetteville Street

Raleigh, NC 27601

Swift Code:- BRBTUS33

American Society of Echocardiography

Account:- 5202927868

All Bank Fees must be paid by initiator. Please send Wire Confirmation and Remittance Information to accounting@asecho.org.