



ONLINE

LIVE: SEPT. 30- OCT. 2

**ON DEMAND (WITH NEW CONTENT
RELEASED!): OCT. 5 – NOV. 30**

SPONSORSHIP & EXHIBITOR PROSPECTUS

www.ORManagerConference.com

WHO ATTENDS: QUALIFIED DECISION MAKERS

More than 85% of attendees are involved in the decision-making process for purchases at their facilities. It is as simple as the name: OR and PACU managers attend the OR Manager Conference, ASC Leader Summit, and PACU Manager Summit. Decision makers from across the country attend the conference to learn, network, and to meet with vendors.

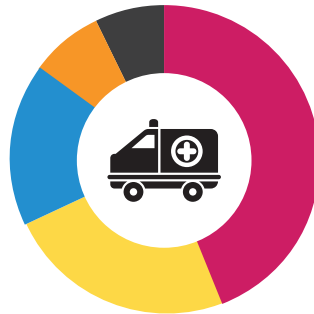


JOB TITLE

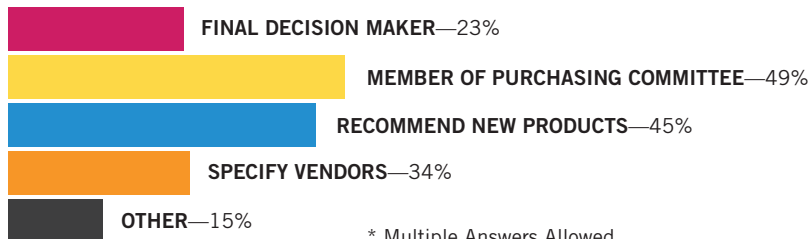
- **MANAGER**—45%
- **DIRECTOR**—31%
- **EXECUTIVE/C-SUITE**—13%
- **ADMINISTRATION**—11%

JOB FACILITY

- **COMMUNITY HOSPITAL**—44%
- **AMBULATORY SURGERY CENTER**—24%
- **ACADEMIC HOSPITAL**—17%
- **TERTIARY HOSPITAL**—8%
- **CHILDREN'S HOSPITAL**—7%



ROLE IN PURCHASING DECISION*



* Multiple Answers Allowed



LAST YEAR, **77%** OF ATTENDEES SPENT AT LEAST **3 HOURS** INTERACTING WITH EXHIBITORS & **98%** SPENT AT LEAST AN **HOUR** INTERACTING WITH EXHIBITORS.

61% ATTEND TO VISIT WITH A SPECIFIC VENDOR/ITEM OR TO PURCHASE A SPECIFIC PRODUCT

58% PLAN TO PURCHASE A PRODUCT FOR THEIR FACILITY IN THE NEXT 12 MONTHS

34% SAY THEIR #1 REASON FOR ATTENDING OR MANAGER IS TO LEARN ABOUT THE LATEST EQUIPMENT FOR THE OR



*"It doesn't matter what facility you are from, critical access, large facility, or ASC, all of the information relates to you! **Amazing Conference!**"*

—OR Manager Conference Attendee

THE "IT" LIST

Attendees Represent Facilities Across the Country; Here's a Sampling of Who You Can Expect to Connect With!

TITLE	COMPANY
Director of Surgical Services	Advocate Good Samaritan Hospital
Director of Quality Management and Regulatory Compliance	Allied Physicians Surgery Center
Administrator	Andrews Institute ASC
Director of Pre-Op/PACU	Arizona Spine & Joint Hospital
Director of Day Surgery PACU	Baptist Hospitals of Southeast Texas
Administrative Director	Barton Health
Manager, Roberts OR	Baylor Scott & White Medical Center
Clinical Operations Manager, Perioperative Services	Boston Children's Hospital
OR Manager	Camp Lowell Surgery Center
PACU Nurse Manager	Carson Tahoe Health
Senior Vice President	Cedars-Sinai Health System
PeriAnesthesia Nurse Manager	CHI St. Vincent Infirmary
Associate Chief Nursing Officer, Surgical Service	Cleveland Clinic
Senior Director, Surgical Nursing	Cleveland Clinic
RN/Back Office and ASC Supervisor	Creekside Surgery Center
Surgical Services Manager	Crystal Clinic Orthopaedica Center
Manager, PACU	Dignity Health
OR Manager	East Alabama Medical Center
VP of Surgical Services	HCA
Clinical Manager	Henry Ford Hospital
Associate Chief Nursing Officer	Hospital of the University of Pennsylvania
Director of Perioperative Services	Houston Methodist
Clinical Director	Inova Fairfax Medical Center
Surgical Services Director	Intermountain Healthcare
Sr. Director of Perioperative Services	Johns Hopkins Hospital
Director, Surgical and Interventional Services	Kaiser Permanente
CVOR/OR Manager	Lexington Medical Center
VP Patient Care Services	Maine Medical Center

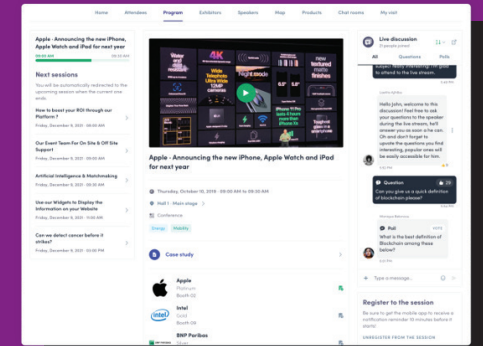
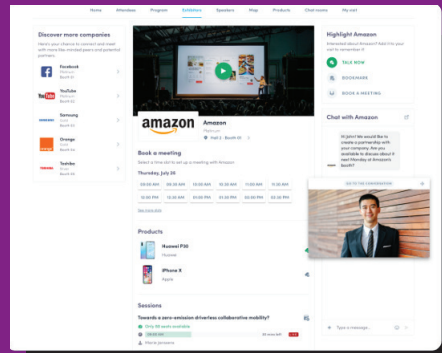
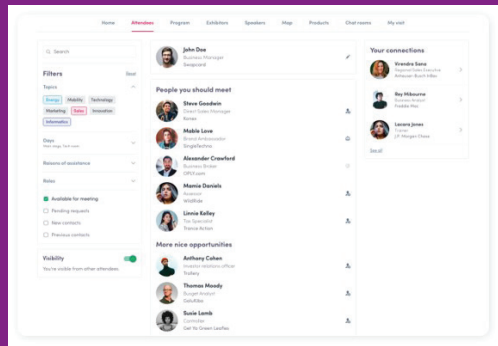
TITLE	COMPANY
Director, Operations Planning and Environment of Care	Massachusetts General Hospital
Nurse Administrator	Mayo Clinic
PACU Supervisor	McAllen Medical Center
OR Manager	Metro OAM Surgery Center
Manager, Perioperative and Procedural Services	Monroe Carell Jr. Children's Hospital at Vanderbilt
ASC Unit Coordinator	Mount Desert Island Hospital
OR Nurse Manager	National Institutes of Health
Director of Surgical Services	Norton Children's Hospital
Manager PACU/Ops	Ocean Spring Hospital/ Singing River Health System
PACU Nurse Educator	Overlook Medical Center
OR Business Manager	Regions Hospital
Manager of Operating Room and SPD	Skagit Valley Hospital
Surgical Services Manager	Slocum Orthopedics ASC
PACU Charge Nurse	St. Joseph Medical Center
Head of Charge Nurse Team	Stanford University Medical Center
Preoperative PACU Charge Nurse	Texas Health Surgery Center Craig Ranch
ACU/PACU/ENDO Manager	Texoma Medical Center
Director, Perioperative Services	Tristar Horizon Medical Center
OR Manager	UF Shands
Cardiothoracic Surgery Svc Specialist	University of Colorado Hospital
Clinical Manager PAT/Preop/PACU	University of Louisville Hospital
Business Operations Director	University of Utah
Vice President Patient Care/CNO	UPMC St. Margaret
Associate Operating Officer, Perioperative Services	Vanderbilt University Medical Center
Associate Nursing Officer, Surgery Patient Care	Vanderbilt University Medical Center
Admissions/Recovery Director	Wenatchee Valley Hospital/Confluence Health

Attendees will be able to experience all elements of the OR Manager Conference, carried over into an online environment:

- » **4 Inspiring Keynotes on the following topics:**
 - We Are All Life Savers: Reconnecting to Your Deeper Role in the Patient Experience
 - Healthcare vs. The World: The Future of Healthcare in a Consumerism World
 - Cultivating a Healthy Workforce by Addressing Disruptive Behavior
 - Celebrating Pride in Nursing
- » **More than 80 hours of workshops and breakout sessions that they can stream at their own pace.**
- » **Exhibitor CE Presentations**
- » **Poster Sessions**
- » **Ability to chat, and video conference with 130+ exhibiting companies.**
- » **Source information by watching videos, viewing demos, checking out new product announcements, and reading informative tech-sheets thru each exhibitors profile.**
- » **Catch up with old friends and make new connections via direct message and video chats in fun virtual events like trivia night, prize giveaways, sponsored happy hours, yoga breaks, and more!**

OR MANAGER CONFERENCE ON DEMAND: THE ATTENDEE EXPERIENCE

CONNECTIONS. COMMERCE. CONTENT.



Connections

- » Attendees can chat with exhibitors and hold video conference meetings. In addition, there will be sponsored happy hours, yoga, trivia night and much more lighthearted activities to refuel and recharge our hard-working OR, ASC and PACU Managers.

Commerce

- » Attendees can chat and video conference with suppliers in the exhibit hall. With vendors being forbidden to visit facilities, they are craving updates on new product development.

Content

- » Attendees will have the ability to earn more than 80 CEs by attending keynotes, breakout sessions, workshops, exhibitor-led CE next programs, poster sessions and more.

OR Manager Conference On Demand: The Exhibitor and Sponsor Experience

OR Manager Conference On Demand will deliver the quality audience with buying authority and meaningful interactions to deliver your message, drive leads and reinforce customer loyalty.

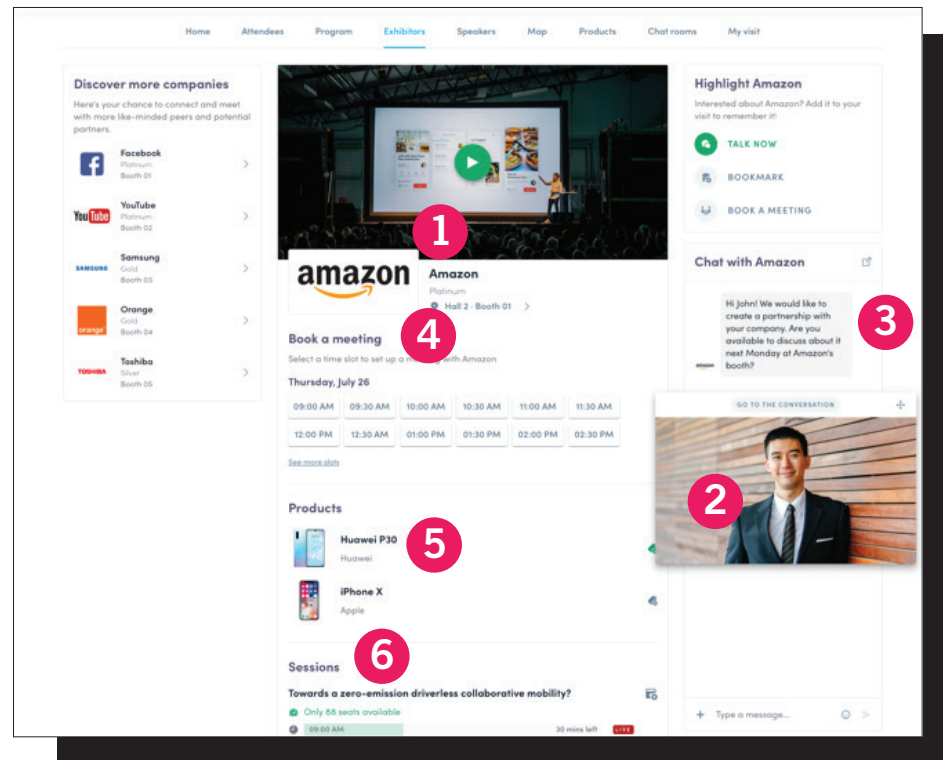
Thought Leadership	Brand Awareness	Networking	Lead Generation	Attendee Feel Good
Sponsored Keynotes	Booth in Online Portal	Happy Hours	Leads from Booth Visits	Prize Giveaways
Sponsored Sessions	Videos, Product Photos	Yoga	Leads from Sponsored Sessions	Participation Incentives
Exhibitor CE Sessions	Banner Advertising	Trivia Night	Leads from Meeting Requests	Awards Recognition
Live Demos	Content Uploads	Ability to Direct Message & Video Chat		

ONLINE BOOTH THAT GENERATES LEADS

The virtual booth is your first opportunity to make a lasting impression! The OR Manager team will work with you every step of the way to create a visually appealing space that will draw attendees.

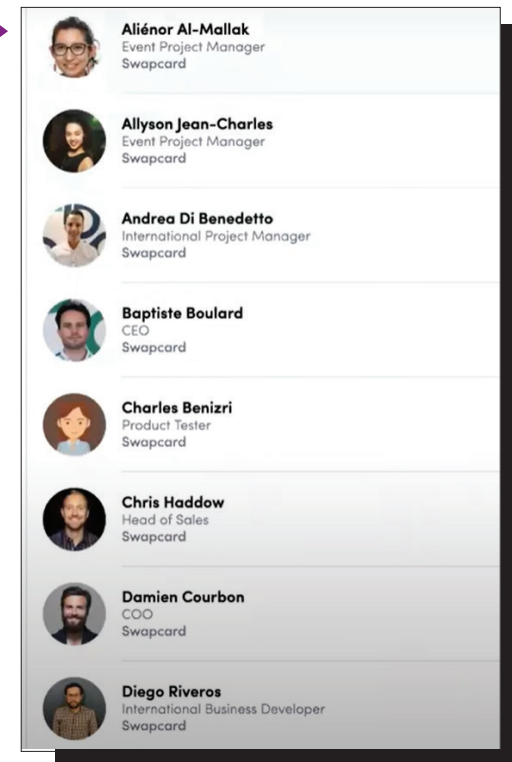
- 1 Exhibitor video and collateral
- 2 Instant video calls with lead scoring
- 3 Live chat with sales staff
- 4 Inbound meetings
- 5 Showcase products
- 6 Live stream product demos with Q&A

ONLINE BOOTH INVESTMENT | \$4,995









DIGITAL EVENT PLATFORM BUILT WITH EXHIBITORS IN MIND

- » You'll see which attendees are online and can message them directly. →
- » Dedicated "Exhibit Hall ONLY Hours" to encourage engagement.
 - ◆ 6 total hours during Live Broadcast:
 - September 30: 11 a.m. - 1 p.m. PT / 2 - 4 p.m. ET
 - October 1: 11 a.m. - 2 p.m. PT / 2 - 5 p.m. ET
 - October 2: 7 - 8 a.m. PT / 10 - 11 a.m. ET
 - ◆ 2 hours per week during On Demand:
 - Every Wednesday from 11am-1pm PDT / 2pm-4pm EDT
- » OR Manager hosting "\$1000 A DAY GIVEAWAY" contest where attendees earn more chances to win the more they engage with exhibitors.
- » Our staff will work with you one-on-one if needed to build out your virtual booth so its attractive to attendees.
- » Your booth comes with 4 All-Access passes for your staff (additional passes may be purchased for \$299 in registration).



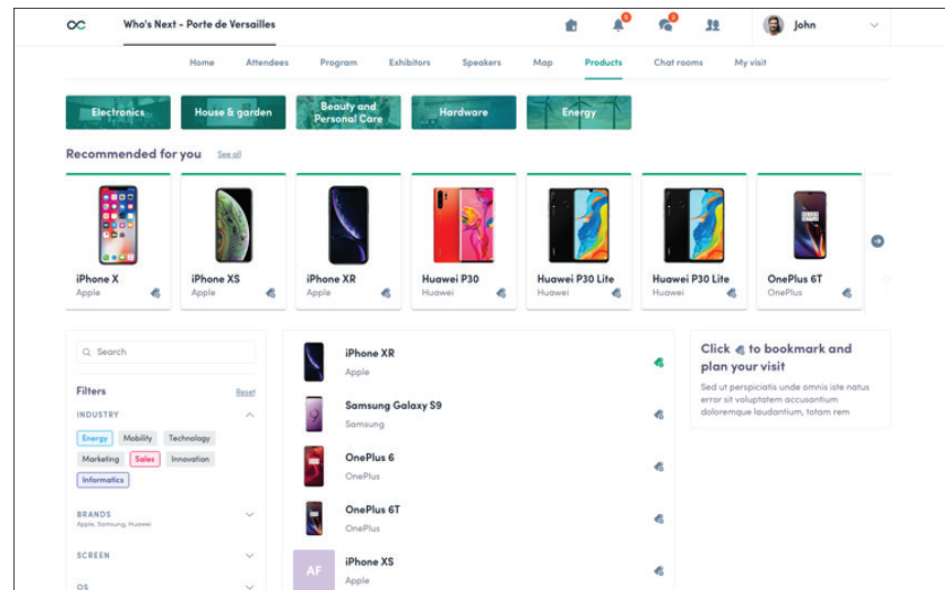
EXHIBITORS CAN ADD CONTESTS TO ENCOURAGE ATTENDEE ENGAGEMENT

- » You pick the prize or swag you'd like to give away.
- » You pick the contest rules:
 - “Visit our virtual booth and be added into a raffle to win!”
 - “Get a 20 oz Yeti Rambler Tumbler shipped to your door by meeting with us.”
 - “Watch our live demo and get a t-shirt sent to your facility!”

		
3rd Generation AirPods with a DigiCe... DigiCert	Yeti Tumbler Devo	Claim your Auth0 t-shirt! Auth0
		
Splunk Shelter in Place Pro Kit: BBQ Apron... Splunk	Want to win an Oculus Rift or a Peloton Bike? Palo Alto Networks	Win a raffle for a YETI Tundra Cooler Devo

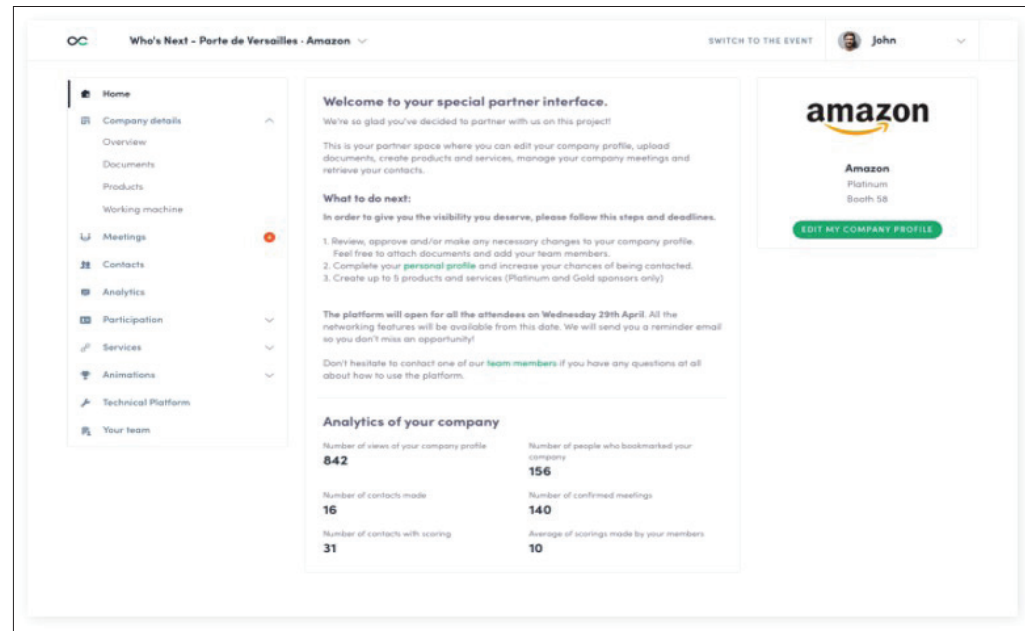
YOUR COMPANY'S PRODUCTS ARE AUTOMATICALLY ADDED TO OUR "PRODUCT SHOWCASE"

- » Attendees are given suggested products to browse, smart-matched by the data entered when they register. This means that attendees who need your help will SEE your products/services first!
- » Attendees click to learn more about the product and/or see your company's profile to ask questions.
- » You can see which attendees viewed which of your products!



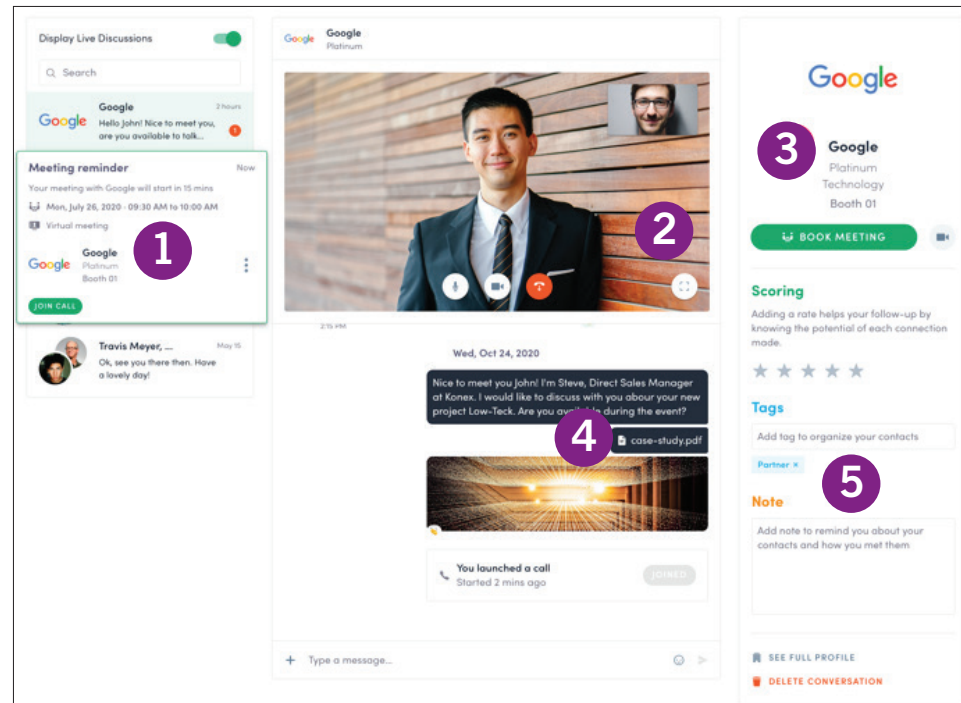
TRACK YOUR BOOTH & SPONSORSHIP ANALYTICS IN REAL-TIME

- » Number of views of your company profile
- » Number of people who have bookmarked your company
- » Number of confirmed meetings
- » Number of contacts made
- » ...and much more!



CONDUCT VIRTUAL MEETINGS WITH YOUR PROSPECTS & CLIENTS

- 1 Reminder notifications
- 2 Launch video calls
- 3 Redirection to sponsor profiles
- 4 Share documents
- 5 Add notes, ratings, tags and export leads



THOUGHT LEADERSHIP

Position your company ahead of the rest with forward thinking options designed to educate and inspire our community.

VIRTUAL FOCUS GROUP | \$20,000 - 2 AVAILABLE

A private, invitation-only virtual focus group on a topic of your choosing. With your company's input, the OR Manager Conference designs the topic description so it's compelling to our audience while hitting your company's key objectives. We curate the attendee list, invite and secure participants, and prep the discussion framework. At the event, our team leads and moderates, in an insightful, analytical, inquisitive style. Sponsorship includes:

- » Sole sponsorship; your company has 100% share-of-voice at the event
- » A seat at the proverbial "table"; one executive per sponsoring company can (and should!) attend
- » Your company's logo in meeting room branding
- » Post-event attendee list
- » Post-event email follow-up; OR Manager will send post-event email to attendees on your behalf
- » Executive Summary of the meeting

EXCLUSIVE WEBINAR SPONSOR | \$15,000 2 AVAILABLE

Webinars are an engaging, measurable and cost-effective way to reach the OR Manager community. Our audience is craving new information and interaction with peers and webinars provide a dynamic experience that allows for both while providing the sponsor with a marketing solution that accelerates the lead generation process and produces actionable results. Sponsorship includes:

- » Sponsor produces the content of the webinar
- » Sponsor gets full registration list with contact details
- » Complete marketing campaign including email, social media and advertising
- » Branding in all marketing as well as webinar
- » Sponsoring company to receive post-event webinar access for marketing purposes

CE PROGRAM | \$8,995 - 5 AVAILABLE

Develop a 30-minute education program to present to attendees in your company's area of expertise. This sponsorship includes CE credit for attendees...one of the most desired parts of the OR Manager Conference. Sponsorship includes:

- » Included in marketing for CEs presented by Exhibitors
- » Session promoted within the larger conference program
- » Full control of session content (which must be reviewed and approved by OR Manager's education coordinator)
- » Attendee list from your session (both live and on demand)

POSTER SESSION AND E-POSTER GALLERY | \$9,500 EXCLUSIVE

A fan favorite of the OR Manager Conference, the poster sessions and e-gallery feature peer research, case studies and best practices. Sponsorship includes:

- » Your company branding on all marketing material as well as the eGallery
- » Ability to place your company's assets in the eGallery
- » Contact details for all attendees who visit the eGallery

CONFERENCE SESSION SPONSORSHIP | \$5,995

The number one reason attendees choose the OR Manager Conference, ASC Leader Summit, and PACU Manager Summit is for the top-quality educational opportunities. Select the ideal session to sponsor based on brand goals and potential attendance so you can provide your branding throughout the session room while retrieving leads from those in attendance for meaningful follow up post-conference. Sponsorship includes:

- » Selection of one breakout session
- » Your logo on all marketing materials
- » Attendee list from your session (both live and on demand)

COMMUNITY BUILDING

These sponsorships are good for the soul during a very trying time.

COMEDIAN NETWORKING SESSION | \$12,000

3 AVAILABLE

Who doesn't need a laugh these days? OR Managers are especially deserving! We'll gather a few comedians for a night of laughs. This sponsorship is guaranteed to leave a lasting impression that will make your company stand out from the crowd! Sponsorship includes:

- » Ability for company representative to welcome attendees
- » Option to play 2-3 minute company video
- » Company branding within video portal
- » Logo and company description on website
- » Post-show attendee list for the session

TRIVIA NETWORKING SESSION | \$12,000

2 AVAILABLE

Sponsor this unique networking session led by a professional trivia host. You can customize the theme and have the option for customized trivia questions to be written. Sponsorship includes:

- » 4 rounds of trivia during the 60-75 minute event
- » Ability for company representative to welcome attendees
- » Option to play 2-3 minute company video
- » Company branding within video portal
- » Logo and company description on website
- » Post-show attendee list for the trivia session

FURRY FRIEND NETWORKING BREAK | \$8,995

2 AVAILABLE

This light-hearted break allows our attendees to show off their furry (or feathered!) friend and take a welcomed distraction from the day-to-day. Sponsorship includes:

- » Branded video platform
- » Your Logo tied to the event
- » Ability for company representative to welcome attendees
- » Every attendee receives a Chewy.com gift card courtesy of your company
- » Attendee list for all who attended the networking break

YOGA NETWORKING BREAK | \$8,995

2 AVAILABLE

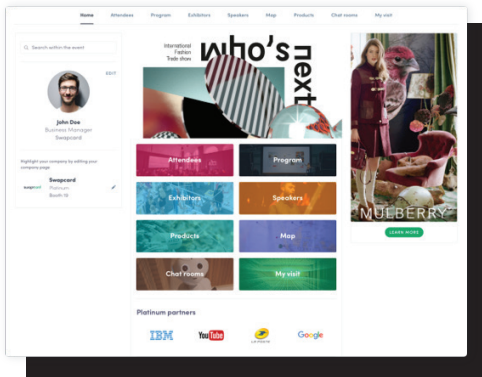
Sponsor a session that allows our attendees to reset their minds, bodies and souls. Attendees will so appreciate the opportunity to take to refuel and refocus at a yoga networking break.

Sponsorship includes:

- » Certified instructor led yoga class
- » Your Logo tied to the event
- » Ability for company representative to welcome attendees
- » Attendee list for all who attended the networking break

ADVERTISING

The strong and steady way to get your products and services to market



» Leaderboard banner ad in platform (1080 x 1920): \$4,995 for duration of event



» Pre or post show email blast: \$2,995

- Sent to all registered attendees for online conference



» Full page ad in any 2020 issue of OR Manager: \$1,995



» 728x90 Leaderboard banner ad in OR a.m., our daily morning newsletter with 33,000 subscribers: \$1,995 per day

TAKE ADVANTAGE OF THESE UPGRADE OPTIONS FOR YOUR VIRTUAL BOOTH

VISIONARY | \$895

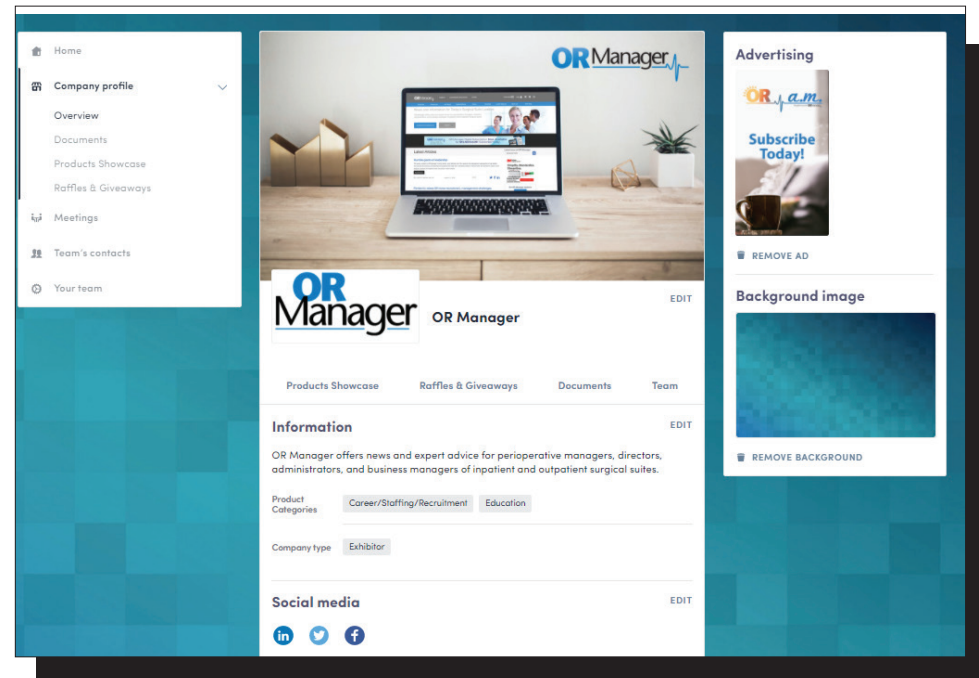
- » Exclusive! Only available to the first 14 exhibitors
- » Includes the Strategic package
- » Logo on the home page of the online event platform
- » 1x Notification sent to attendees promoting booth during live event
- » Enhanced Lead Analysis

STRATEGIC | \$595

- » Includes the Premier package
- » Includes Social Networks
- » Priority placement at the top of exhibitor search

PREMIER | \$395

- » Company logo and Documents
- » 4 panels for product images



LIVE: SEPT. 30- OCT. 2 | ON DEMAND (WITH NEW CONTENT RELEASED!): OCT. 5 – NOV. 30

SPONSORSHIP CONTACT

Nancy Iannotta, Sales Representative

Access Intelligence (AI), 761 Main Avenue, 2nd Floor, Norwalk, CT 06851
Ph: 203-899-8429 Fax: 203-286-1996 Email: niannotta@accessintel.com

1. Contact Information (will receive all correspondence about the show)

Name _____
 Title/Rank _____
 Company/Organization _____
 Address _____
 City _____ State/Province _____ Zip/Postal Code _____
 Country _____
 Phone _____ Ext _____ Fax _____
 Email _____ Website _____

SECONDARY CONTACT INFORMATION:

Name _____
 Title/Rank _____
 Email _____

2. Sponsorship

- Online Booth \$4,995
- CE Program \$8,995
- Comedian Networking Session \$12,000
- Conference Session Sponsorship \$5,995
- Exclusive Webinar Sponsor \$15,000
- Furry Friend Networking Break \$8,995
- Poster Session and E-Poster Gallery \$9,500
- Trivia Networking Session \$12,000
- Virtual Focus Group \$20,000
- Yoga Networking Break \$8,995

Advertising

- Leaderboard ad \$4,995
- Email Blast \$2,995
Deployment date _____
- Full Page Ad \$1,995
- OR a.m. Ad \$1,995

3. Payment Terms

In consideration of company's participation as a sponsor, the participating sponsor shall pay to Access Intelligence, LLC the total sponsorship fee, which shall be payable (a) at 50% at contract signing and (b) the balance on or before August 31, 2020. For contracts received on or after September 1, 2020, and to the first day of the event, 100% of the fee will be due with the contract. All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies this application, in which case fees already paid will be refunded.

4. Sponsor Signature

Sponsor expressly represents and warrants to Access Intelligence, LLC that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by the company to execute this Agreement and bind the company to the terms set forth herein and on the reverse side of this Agreement. Sponsor has executed this Agreement as of:

Date: _____
 Sponsor Company: _____
 Print Name: _____
 Signature: _____

5. Payment Information

Total Due: _____

Check Enclosed (Make checks payable to Access Intelligence)
 Amount submitted in U.S. Dollars \$

Please Invoice

Payment by Credit Card

Visa MasterCard American Express Discover

Card Number _____

Expiration Date _____ CW# _____

Signature _____

Print Name on Card _____

6. Acceptance

FOR Access Intelligence, LLC USE ONLY:

Accepted By: _____

Date: _____ Booth#: _____

Cost: \$ _____

Product Supplied By: _____

Access Intelligence, LLC reserves the right to accept or reject this Agreement in its discretion. If this Agreement is accepted, Access Intelligence, LLC will invoice the exhibitor for fees due hereunder. The sending of such invoice will constitute evidence of acceptance, so that this will become a contract binding both exhibitor and Access Intelligence, LLC.

ACCESS INTELLIGENCE, LLC TERMS & CONDITIONS

DEFINED TERMS: This contract is between Access Intelligence, LLC d/b/a OR Manager Conference (hereafter referred as Producer) and the company listed above, (hereafter referred to as Sponsor) for Event to be held online Sept. 30 – Nov. 30 (hereafter referred to as the Event).

PAYMENT: Sponsor shall pay the Sponsor fee to Event within 30 days after signing contract. An invoice will be sent to you. All prices are net and non-commissionable. All payments to be paid in US funds. Upon signature on completed contract, Sponsorship shall be in effect. If Sponsor fails to make the required payment in a timely manner, Event may terminate this contract and Sponsor's participation in the Event without further notice and without obligation to refund monies previously paid. Event reserves the right to refuse Sponsor's participation in the Event if Sponsor is in arrears of any payment due to Event. If payment is not made, Event is expressly authorized to make Sponsorship available to others without releasing Sponsor from any liability hereunder. Event has the right to omit any company not paid in full by deadline above from the official Event web site and virtual platform.

SPONSOR CANCELLATION: If Sponsor desires to cancel this contract, Sponsor may only do so by giving written notice thereof to Event with evidence of receipt. In such event, Sponsor shall be liable for the following cancellation fee: 50% of the total cost of Sponsor's participation if such cancellation is effective until 3 months prior to Event date listed on the Contract; and 100% of the total cost of Sponsor's participation if such cancellation is effective within 3 months of the Event Date on the Contract. Payment of cancellation fee must be received by Event within 15 days after cancellation. The effective date of any cancellation shall be the date Event actually receives Sponsor's written notice as specified above. Sponsor understands this cancellation fee has been incorporated into this contract as a valid pre-estimate of damages Event will sustain which will not be capable of precise determination and is considered to be liquidated and agreed-upon damages suffered as a result of Sponsor's cancellation and is not a penalty. Subsequent reassignment of canceled Sponsorship shall not affect this cancellation assessment.

CANCELLATION OR INTERRUPTION OF EVENT: If for any reason beyond Event's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, technology, power or connectivity outages, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God), the Event, or any part thereof, is prevented from being held or interrupted, Producer may cancel the Event. In such event, Producer shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Sponsor waives claims for damage arising there from.

POSTPONEMENT OF EVENT: If for any reason the dates of the Event should be changed, no refund will be due to Sponsor. Event will re-assign Sponsorship to Sponsor, and Sponsor agrees to use Sponsorship under the terms of this contract. Producer shall not be financially liable or otherwise obligated in the event that the Event is relocated or postponed.

LIMITATION OF LIABILITY; INDEMNITY: Producer nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees or other representatives, resulting from Sponsor's participation in the Event, licensing and/or use of Sponsorship space hereunder, or the failure of Producer to make available the Sponsorship space/Sponsorship or hold the Event, however caused, including that caused by Producer's, or its officers', agents', employees' or other representatives' negligence. Sponsor shall indemnify, defend, and hold harmless Producer and its respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Event, its licensing and/or use of Sponsorship space hereunder, or any action or failure to act on the part of Sponsor or its officers, agents, employees, or other representatives. Sponsor represents and warrants that it complies with all Event rules & regulations; and that it holds the necessary rights to permit the use of the logo and other materials it provides to Event for the purpose of this contract; and that the use, reproduction, distribution, or transmission of these materials will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

COPYRIGHTED MATERIALS: Sponsor shall not violate any copyrights with respect to writings, music or other material used by it at the Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at the Event, and shall obtain any and all necessary licenses therefore.

LISTINGS AND PROMOTIONAL MATERIALS: By participating in the Event, Sponsor grants to Producer a fully-paid, limited non-exclusive license to use, display and reproduce the name, trade names and product names of Sponsor in any Event directory (print, online or other media) listing the Sponsoring companies at the Event and to use such names in Event promotional materials. Event shall not be liable for any errors in listings or descriptions or for omissions. Sponsor's items and personnel appearing during the Event may be included in Event photographs and used for Event promotional purpose.

SPONSOR CONDUCT: Sponsor and its employees/representatives shall conduct itself in a manner in accordance with standards of decency and good taste.

AMENDMENT, INTERPRETATION: Producer shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Event. The connectives "and" and "or" shall be construed both conjunctively and disjunctively, the

term "including" shall mean including without limitation, words in the singular include the plural, and words in the plural include the singular.

TAXES, LICENSES: Sponsor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the Event.

AGREEMENT TO TERMS, CONDITIONS AND RULES: Sponsor agrees to observe and abide by the foregoing terms, conditions and rules, and by such reasonable additional terms, conditions and rules made by Producer from time to time for the efficient and safe operation of the Event all of which constitute a part of this Agreement. The rights of Producer under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Producer.

ENTIRE AND BINDING CONTRACT: This contract constitutes the entire contract between Producer and Sponsor with respect to the subject matter herein and supersedes all prior written and oral contracts or statements not referenced herein. No representation, statement, condition, warranty or contract not contained or referenced in this contract shall be binding or have any force or effect whatsoever.

NO WAIVER: The failure of either Sponsor or Producer to enforce any of their rights under this contract shall not constitute a waiver or modification of this contract, and either Sponsor or Producer may, within the time provided by applicable law, take appropriate action to enforce any such rights.

SEVERABILITY: If any term or provision of this contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this contract shall not be affected thereby, but each term and provision hereunder shall be valid and enforced to the fullest extent permitted by law.

MODIFICATIONS/ASSIGNMENT: No supplement, assignment, amendment or modification of this contract shall be effective unless it is in writing and signed by both Producer and Sponsor.

ATTORNEY'S FEES: In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in said action or proceeding.

GOVERNING LAW: This contract is governed by the laws of the State of Delaware as applied to contracts entered into and performed within such state. Sponsor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or breach of any provision of this contract. Sponsor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue property lies in Wilmington, DE.