



OAT Awareness Sponsorship Program 2023 Application

COMPANY INFORMATION:

Company Name:			
Primary Contact:		Primary Contact Phone:	
Address:			
City:	State/Province:	Postal Code:	Country:
Phone:		Email:	
Website:			

PAYMENT INFORMATION: *(Select payment method below)*

Personal Check or Money Order*			
Credit Card: <i>(Check One)</i>	Visa	American Express	MasterCard Discover
Important: Only provide the credit card number on this application if you will be faxing it to us. If you will be emailing the application, please provide a phone number and we will call you for payment information.		Phone:	
Card Number:	Exp. Date:	Validation Code**:	
Name on Card:	Signature:		
<small>* Checks and international money orders should be made payable to the AADSM. Checks will not be accepted unless they are made in U.S. funds drawn</small>			
<small>** For VISA, Discover or MasterCard, the validation code is the last three digits in the signature box. For an American Express, the validation code is the four numbers above the credit card number.</small>			
By signing in the space indicated below, the undersigned company agrees to the sponsorship agreement, a copy of which is attached hereto ("Sponsorship Agreement"). The Sponsorship Agreement is incorporated into this application and made a part hereof.			
AGREED & ACCEPTED:			
Printed Name:		Title:	
Signature:		Date:	
PLEASE SUBMIT THIS FORM TO:	AADSM 901 Warrenville Rd., Suite 180 Lisle, IL 60532	Phone: (630) 686-9875 Fax: (630) 686-9876 Email: rprince@aadsm.org	

OAT Awareness 2023 Sponsorship Program Agreement

The American Academy of Dental Sleep Medicine's OAT Awareness Sponsorship Program was created in 2021 to increase awareness of oral appliance therapy and qualified dentists (the "Program"). AADSM thanks you for your dedication and commitment to the American Academy of Dental Sleep Medicine ("AADSM") and agreement to sponsor the Program in accordance with the terms of this OAT Awareness 2023 Sponsorship Program Agreement ("Agreement").

Your support of the Program is critical to helping AADSM fulfill its mission of advancing the dentist's role in the treatment of sleep-disordered breathing through professional education, practice standards, collaborative care, clinical research, and public relations.

Name of Sponsor ("Sponsor"): _____

2023 Sponsorship Fee: \$10,000

Sponsor Benefits: Sponsor will be recognized for its support in the following ways:

- AADSM NewsFlash email to AADSM members
- Social media posts
- AADSM website, including AADSM Find-A-Dentist online directory for patients
- Signage and verbal recognition at the 2023 AADSM Annual Meeting

General Terms

1. **Term.** This Agreement is effective as of the date AADSM receives payment in full of the 2023 Sponsorship Fee and shall terminate on December 31, 2023 (Term).
2. **Sponsor License.** Sponsor hereby grants AADSM a limited, non-revocable, non-exclusive, non-transferable, limited license to use Sponsor's name, logo and other trademarks and tradenames in connection with recognition of its sponsorship of the Program and as necessary to fulfill its obligations hereunder including, without limitation, to provide the sponsorship benefits set forth above. Sponsor will provide AADSM with a copy of its logo upon signing of this Agreement.
3. **Non-Exclusivity.** Sponsor understands and agrees that it is not the exclusive sponsor of the Program. The Program and the various events and activities comprising the Program are, and may be, sponsored by various companies and organizations. Nothing in this Agreement implies exclusive rights to any sponsorship, recognition or marketing opportunities except as specifically set forth herein.
4. **No Refunds.** Sponsor acknowledges and agrees that the **2023 Sponsorship Fee is non-refundable under any circumstances.** The 2023 Sponsorship Fee will not be pro-rated or returned under any circumstances including, without limitation, the termination of this Agreement for any reason other than AADSM's non-performance or material breach.
5. **No Endorsement.** Sponsor acknowledges that AADSM does not endorse Sponsor or any of its products, processes or services and Sponsor represents and warrants that it will not take any action that suggests or implies such endorsement by AADSM.
6. **Force Majeure.** AADSM reserves the right, in its sole discretion, to terminate the Program and terminate this Agreement due to an act of God, war, government regulation, disaster, fire, strike, civil disorder, infectious disease outbreak, pandemic, curtailment of transportation facilities, technical issues, or other event or cause beyond AADSM's control making it inadvisable, impractical, illegal or impossible for AADSM to continue the Program without liability or obligation to Sponsor.
7. **Termination.** AADSM may terminate this Agreement at any time upon written notice to Sponsor in the event it determines, in its sole discretion, to cancel the Program, that this Agreement is no longer in AADSM's best interests or due to Sponsor's breach of the terms of this Agreement or other unacceptable conduct by Sponsor, including, but not limited to unauthorized product promotion activities.
8. **Limitation on Liability.** In no event shall AADSM be liable to Sponsor for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement, including, without limitation, loss of profits.
9. **Entire Agreement.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such matter, whether oral or written.
10. **Indemnification.** Sponsor shall indemnify and hold harmless AADSM, its officers, directors, volunteers, and staff against all loss, expense or damage, including reasonable attorneys' fees, arising out of (a) the breach by Sponsor of any of its representations or warranties or obligations under this Agreement; (b) any and all liability relating to Sponsor's products or

services; and (c) any trademark infringement, title claim or misappropriation claim resulting from AADSM's use of Sponsor's name, logo and other trademarks in accordance with the terms of this Agreement.

11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding any laws or principles regarding the conflict or choice of laws. Sponsor irrevocably agrees that any legal action, suit, or proceeding in any way arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts of Illinois.

12. **Successors and Assigns; No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party.

13. **Rejection of Application.** AADSM reserves the right to reject Program sponsors. The enforcement of this right is at the sole and absolute discretion of AADSM.

14. **Authority.** Sponsor hereby represents and warrants to AADSM that as of the date hereof (i) Sponsor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action; and (ii) this Agreement is the legal, valid, and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms.

* * * * *

IN WITNESS WHEREOF, the parties to this Agreement have signed it by their duly authorized representatives on the date set forth below.

[Insert name of Sponsor]

Signature: _____

Printed Name & Title: _____

Date: _____

AMERICAN ACADEMY OF DENTAL SLEEP MEDICINE

Becky Roberts, Executive Director

Date: _____