

**SPONSORSHIP CONTRACT FOR  
[8<sup>th</sup> Annual Epic Michigan User Group Conference  
June 10, 2019]**

This agreement is entered into between Bronson Healthcare Group (“BHG”) and Covenant Healthcare (“Covenant”) (collectively BHG and Covenant are referred to as “Co-Hosts”) and Enter Business Name Here (“Sponsor”).

**1.0 SPONSORSHIP EVENT DESCRIPTION**

The annual Epic Michigan User Group (EMUG) Conference provides a number of health systems across the State of Michigan who use Epic at their facilities to foster collaboration of ideas and knowledge, resulting in enhanced patient care and safety. BHG and Covenant will “Co-Host” the Conference on Monday, June 10, 2019, at the Ann Arbor Marriott Eagle Crest, located in Ypsilanti, Michigan.

**2.0 GRANTING OF SPONSORSHIP OPPORTUNITIES**

Sponsor will have the opportunities listed on Exhibit A. Co-Hosts retain all rights not expressly and exclusively conveyed in Exhibit A.

**3.0 CONDITIONS OF SPONSORSHIP OPPORTUNITIES**

3.1. For any of the sponsorship opportunities listed in Exhibit A, Sponsor shall not have the right to display a message that contains comparative or qualitative descriptions of Sponsor's product, price information, or any other indication of savings or value associated with Sponsor’s product, any message that endorses Sponsor’s product, or any message that would constitute an inducement to purchase, sell, or use Sponsor’s product.

3.2. All activities, displays, copy and graphics proposed by Sponsor under this Agreement are subject to approval by the Co-Hosts. Co-Host shall have the right to disapprove any activities, display, copy or graphics which are in violation of any federal, state, local, regulation or ordinance, or which the Co-Hosts reasonably consider to be misleading or offensive or injurious to the reputation and/or image of either co-hosting organizations. All proposed activities, display, copy or graphics must be submitted by Sponsor to the Co-Host not less than 15 days prior to the anticipated date of performance/display.

**4.0 PAYMENT**

4.1. All payments represent consideration substantially and primarily in the form of royalties for rights as a Sponsor.

4.2. On or before December 31, 2018, Sponsor shall pay  
(Check One: Platinum Sponsorship \$7,000.00 \_\_\_ Gold Sponsorship \$4,000.00 \_\_\_ Silver Sponsorship \$2,500 \_\_\_)

to BHG via check or credit card. Checks must be made payable to Bronson Health Foundation Attn: EMUG 2019 and delivered to:

*Attention: EMUG 2019 Event  
Bronson Health Foundation  
301 John St.  
Box C  
Kalamazoo, MI 49007*

4.3 Sponsor acknowledges and agrees that BHG is receiving any funds under this Agreement for the benefit of EMUG and its member organizations, and in the event that BHG has excess funds available following the Conference, those funds may continue to be held for the benefit of EMUG and its member organizations and used for future EMUG activities.

## **5.0 TERM OF AGREEMENT**

This Agreement becomes binding when both parties have signed and shall terminate on the day after the event.

## **6.0 INDEMNIFICATION AND INSURANCE**

6.1. Sponsor shall indemnify and hold harmless Co-Hosts, their governing boards, officers and employees from any and all loss, damage or liability, including attorney fees and court costs, that may be suffered or incurred by Co-Hosts, their governing boards, officers, or employees caused by or arising out of any liability of the type required to be covered by insurance under section 7.2 or from the acts or omissions of Sponsor, its directors, officers or employees or agents under this Agreement.

6.2. Sponsor shall, at its sole expense, procure and maintain during the term of this Agreement, a policy of general public liability insurance naming Co-Hosts, as additional insureds and providing coverage for advertising liability affording a limit of liability in the amount of \$2,000,000 per occurrence and covering (1) libel and slander; (2) any infringement of copyright or of title or slogan, (3) privacy or unfair competition or idea misappropriation under an implied contract and (4) any invasion of right-of-privacy, committed or alleged to have been committed in any title or slogan. Sponsor shall provide to the Co-Hosts upon request a certificate of insurance showing the required insurance has been issued and is in force. The insurance coverage cannot be cancelled without 30 days' prior written notice to the Co-Hosts.

## 7.0 GENERAL CONDITIONS

7.1. Sponsor agrees that Co-Host's maximum liability to Sponsor for all claims related to this Agreement shall not exceed the total cash compensation paid by Sponsor in the year that Sponsor incurred any damages. Sponsor's sole remedy against Co-Hosts for loss or damage arising out of the performance or non-performance under this Agreement shall be proven direct, actual damages. Co-Hosts shall not be liable for any indirect, incidental, reliance, special or consequential damages arising out of their performance or non-performance under this Agreement, whether or not the Co-Hosts have been advised of the possibility of those damages.

7.2. The Co-Hosts shall not be responsible for any damage or loss to any of Sponsor's display materials. No breach of this Agreement shall occur as a consequence of the failure of the Co-Hosts to perform under this Agreement if the failure results from: inclement weather; an act of God; strike lockout or other labor dispute; acts or omissions of airline or other transportation service providers; any decision, order, law, rule or regulation of any federal, state or municipal agency or official; or the occurrence of any other event that is beyond the reasonable control of the Co-Hosts.

7.3. Without the prior written consent of the Co-Hosts, Sponsor may not use the name, mark or other identification of the Co-Hosts and may not use them in any manner which indicates or implies a Co-Hosts sponsorship or endorsement of Sponsor or its products or services or which diminishes the reputation or image of the Co-Hosts.

7.4. All rights not specifically granted to Sponsor in this Agreement shall be and remain the property of Co-Hosts to be used in any manner that Co-Host deems appropriate.

7.5. This Agreement contains the entire agreement between the parties relating to the subject matter contained in this Agreement, and no termination or modification of this Agreement shall be valid unless in writing and approved by an executive officer of each of the Co-Hosts and a duly authorized officer of Sponsor.

7.6. Sponsor may not assign its rights to others, without the express written consent of the Co-Hosts. Consent is entirely within the sole discretion of the Co-Hosts.

7.7. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

7.8. The parties recognize that the Sponsor, while engaged in and carrying out and complying with the terms and conditions of this Agreement, is an independent contractor with respect to the Co-Hosts, and the parties do not intend to create a partnership, agency, or any other legal relationship.

7.9. This Agreement shall be binding on the parties' legal representatives, successors, and assigns. No forbearance to exercise any rights or privileges under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights or privileges.

7.10. This Agreement shall be governed by the laws of the State of Michigan.

7.11. Any claims, demands, or actions asserted against the Co-Hosts shall be brought in Michigan courts. Sponsor, its successors and assigns, consent to the exclusive jurisdiction of the Kalamazoo County Circuit Court for the State of Michigan with respect to any claims arising under this agreement.

## **8.0 NOTICES**

All notices required in this Agreement shall be deemed given, if personally delivered to the following address or if sent by certified mail, postage paid, to the following address:

For:  
Bronson Healthcare Group, Co-Host:

*Attention: EMUG 2019 Event  
Bronson Health Foundation  
301 John St.  
Box C  
Kalamazoo, MI 49007*

Covenant Healthcare  
Attn: EMU 2-19 Event  
1447 N. Harrison  
Saginaw, MI 48602

For:  
Sponsor

\_\_\_\_\_ Insert Mailing Address Here \_\_\_\_\_

This Agreement may be signed in counterparts.

Bronson Healthcare Group,

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Name:

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Date:

Covenant Healthcare

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Name:

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Date:

Sponsor

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Name:

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Date:

## Exhibit A

### Sponsorship Opportunities

**Specify the sponsorship opportunities that are applicable under the current Agreement:**

- Sponsor will receive the opportunity to create a link from the Co-Hosts' Event Registration page to an internet site created and maintained by Sponsor. The location and size of the acknowledgement and the link shall be subject to final determination by the Co-Hosts. No endorsement of Sponsor's organization, products or activities will be implied or stated. No banner, link or site may feature or display for retail sale any products and/or articles of merchandise bearing one or more of Co-Host's trade names, trademarks or service marks ("Co-Hosts Articles"). Sponsor shall not permit a click-over from or through its site that is linked to the Event site to a website that features or displays for retail sale Co-Hosts Articles. The Co-Hosts may immediately terminate a link that violates the terms of this Agreement.
- Banners: Certain types restricted – contact Corporate Communications for banner guidance.
- Sponsor information featured on event publicity in accordance with selected sponsorship level.
- Exhibit table(s) with vendor information (number of tables pursuant to selected sponsorship level).
- Announcement and kudos given at event kick-off and at closing speech in accordance with selected sponsorship level.
- Lunch provided for 2 to 4 company representatives in accordance with selected sponsorship level.