

2020 Agreement Terms and Conditions

This Marketing/Sponsorship Agreement (“Agreement”) is made by and between Iowa Health Care Association (“The Association”) and the Advertiser/Sponsor/Exhibitor (“Vendor”), as listed on the front of this Agreement. The parties hereto agree to the following terms and conditions listed below and the terms listed in the Sponsorship, Trade Show & Advertising Guide (“The Guide”):

1. The Association shall sell, and Vendor shall purchase marketing opportunities pursuant to the terms and conditions contained herein.
2. Vendor shall purchase marketing opportunities as selected on the Marketing & Sponsorship Reservation Form.
3. Vendor shall purchase selected marketing opportunities at the rates, level of participation, ad sizes specified in The Guide currently in effect for the relevant opportunities.
4. The Association will only accept marketing materials as specified in The Guide currently in effect for the relevant marketing opportunity. All marketing materials must be submitted to The Association by the date(s) specified for the relevant activity. The Association shall have the right to refuse to market/publish any materials not received by it prior to this time, and no refund shall be made to Vendor. Vendor must make full payment at this time. If payment in full is not received, this Agreement will be cancelable, at the Association’s option.
5. The Association shall have the right to place any advertisements anywhere in publications. The Association shall also have the right to announce sponsorships, in any manner it deems appropriate in relation to marketing opportunities.
6. Vendor may not use The Association’s name or logo without prior written permission.
7. The Association shall have the sole right to cancel this Agreement and refuse to use marketing materials, if The Association determines that the marketing material is in bad taste; in conflict with programs or services offered by The Association; in conflict with the general principles of The Association; not in the best interest of The Association’s members; illegal, or in any way not suitable for the marketing opportunity. If the Association cancels this Agreement for any of these reasons, The Association shall refund the amount paid by Vendor. To the extent practicable, The Association shall give advance notice to Vendor of said cancellation, however, The Association shall have the right to refuse to use marketing materials without prior notice to Vendor.
8. The Association reserves the right, for any reason, to cancel Events sponsored by Vendors, and, if it does so, The Association reserves the right to either transfer purchased marketing opportunities to an equivalent opportunity or refund the amount paid by the Vendor, at The Association’s option.
9. The Association reserves the right to cancel this Agreement for any reason, and, if it does so without canceling the event, The Association shall refund the amount paid by Vendor. To the extent practicable, The Association shall give advance notice to Vendor of said cancellation.
10. The Association shall not be responsible for any errors or omissions made by the printer in preparing, modifying or printing Vendors marketing materials. If an error is made The Association shall, upon prompt notice by Vendor of the error, republish Vendor’s materials free of charge to the Vendor. The Association shall in no way be responsible for any other damages claimed by Vendor due to such error or omissions. This shall also apply to errors or omissions made in announcing Vendor’s participation in sponsorship of an event.
11. In consideration of The Association permitting Vendor to participate in The Association’s marketing opportunities, Vendor, for himself, his heirs, legal representatives, successors, and assigns, does hereby release, acquit, and forever discharge and hold harmless The Association, its heirs, legal representatives and assigns, of and from all claims and demands of every kinds and character whatsoever accrued or that might hereafter accrue as a result of Vendor’s marketing materials from any consequences resulting directly or indirectly therefrom.
12. This Agreement, including any marketing opportunities announced in accordance with the terms of this Agreement, does not constitute a recommendation or endorsement by the Association of the Vendor or its products, goods or services. The Association does not warrant, guarantee, or otherwise represent the merchantability or fitness of any Vendor products or the capability or services of any Vendor.
13. This Agreement represents the entire agreement between The Association and Vendor, unless otherwise noted, and may not be modified or terminated without the written consent of both parties. Vendor agrees to comply with any terms or conditions imposed by a third party that owns or controls a space where marketing of Vendors occurs.
14. This Agreement shall be binding upon the parties, their successors and permitted assigns. Vendor may not assign or delegate its rights or duties under this Agreement without the prior written permission of The Association.
15. This Agreement shall be construed according to the laws of the State of Iowa.