

HFMA-NJ SPONSORSHIP REGISTRATION FORM

33rd Annual Institute of the New Jersey Chapter of HFMA
In cooperation with the Metropolitan Philadelphia Chapter
The Borgata Hotel, Casino & Spa • October 14 - 16, 2009

Sponsor Contact Information (Person to whom HFMA should contact regarding this application and for future mailings)

COMPANY NAME _____
CONTACT NAME _____ TITLE _____
MAILING ADDRESS _____
CITY, STATE & ZIP _____
PHONE _____ FAX _____
EMAIL _____

Program and Booth Sign Listing Information:

COMPANY NAME _____
MAILING ADDRESS _____
CITY, STATE & ZIP _____
PHONE _____ WEBSITE _____
DESCRIPTION OF PRODUCTS/SERVICE (30 words or less): _____

Do you want your exhibit booth to be near a competitor: Yes No Competitors' Name(s): _____

The undersigned is an officer, agent, or representative of the sponsor authorized to enter into this agreement.

Signature _____ Date _____

Sponsorship Level (please check appropriate box):

- | | | | |
|---|----------|--|---------|
| <input type="checkbox"/> Platinum Institute Sponsor | \$25,000 | <input type="checkbox"/> Workshop Wed. Education Sponsor: | \$8,000 |
| <input type="checkbox"/> Gold Institute Sponsor: | \$18,000 | <input type="checkbox"/> Breakout Education Track Sponsor: | \$5,000 |
| <input type="checkbox"/> Vendor Fair/Charity Auction Sponsor: | \$12,000 | <input type="checkbox"/> Exhibit Vendor Sponsor: | \$3,500 |
| <input type="checkbox"/> Keynote Sponsor: | \$10,000 | <input type="checkbox"/> Dessert/Entertainment Sponsor: | \$2,500 |
| <input type="checkbox"/> President's Reception Sponsor | SOLD | <input type="checkbox"/> Speed Networking Event Sponsor: | \$2,500 |
| <input type="checkbox"/> Friday Education Panel Sponsor: | \$8,000 | <input type="checkbox"/> Speed Networking Participant | \$225 |

Sponsorships are limited. Registrations received prior to June 1, 2009 must include payment for 10% of the total sponsorship amount to secure the sponsorship level, with balance due 60 days prior to the event (August 1, 2009). Sponsorships valued at \$5,000 or above receive priority booth placement based on sponsorship level and date of receipt of application and payment. The 2009 Annual Institute Committee will contact all sponsors to obtain logos and to arrange for all marketing and promotional items included in the sponsorship package. Sponsorship Exhibit Booth Includes: 8' x 10' draped booth space, one booth identification sign, one 6' draped table, two chairs, and a wastebasket. Confirmations will be mailed which will include additional exhibit information. * Speed Networking limited to the first 24 vendors that confirm participation.

Payment Method:

- Check made payable to HFMA-NJ Chapter in the amount of \$ _____ (HFMA-NJ Tax ID #237017021)
- Credit Card* amount to be charged _____: Visa MasterCard American Express Discover
- Credit Card No.: _____ Exp. Date: _____
- Name on Credit Card: _____
- Signature: _____
- Credit Card Billing Address (if not the same as above) _____

***Please note that credit card payments to HFMA-NJ will appear as a purchase from D. Lawrence Planners, LLC on your credit card statement.**

Cancellation Policy: Cancellations must be in writing. No refunds for cancellations received after August 1, 2009.

Please send the completed application, check or credit card information to:

HFMA-NJ Annual Institute
c/o D. Lawrence Planners, L.L.C.
1125 Atlantic Ave., Suite 634
Atlantic City, NJ 08401

Tel: 609-344-1333
Fax: 609-348-4433
Email: hfma@dlplan.com

HFMA-NJ 2009 Annual Institute

The conditions, terms, rules and regulations herein contained constitute part of the contract for exhibit space by Sponsor at above named Conference presented by Healthcare Financial Management Association - NJ Chapter (herein after called HFMA-NJ), with exposition support from D. Lawrence Planners, L.L.C. (herein after called DLP). The Conference will be held at the The Borgata Hotel Casino & Spa, Atlantic City, NJ. By signing the sponsorship registration form, you agree to abide by all the rules, regulations, and policies of the Conference.

- 1. Agreement to terms, conditions, and rules.** Sponsor agrees to observe and abide by the Terms, Conditions, and Rules set forth herein and by such additional rules or amendments to the rules made by HFMA-NJ from time to time for the operation of the Show, including, but limited to, those rules contained in the Exhibitors' Manual ("Exhibitor Manual"). HFMA-NJ shall have full and sole power to interpret all of such rules as it deems proper, and that HFMA-NJ's interpretation of such rules shall be final and binding.
- 2. Exhibit construction and design specifications.** All exhibit backgrounds must conform to the standard set by HFMA-NJ, which is as follows: No material along side rails may exceed 48" in height; background must not exceed 8' in height, including the sign, and must not protrude from the back wall more than a maximum of 36". If counter height is more than 48" and display is more than 48", you will be subject to an 18" recess. The HFMA-NJ Services Center will be exempt from this regulation. Exceptions to the instructions of height, length, and depth requirements must receive prior approval from HFMA-NJ. Request for such approval must be in writing and received by HFMA-NJ along with the application for booth space. The request should state the aspects of the exhibit that violate height, length, and depth restrictions.
- 3. Insurance.** Sponsors who desire insurance on their exhibits must place the same at their own expense. HFMA-NJ does not carry insurance of any sort on the sponsor or other property of the sponsor, and as set forth in this contract, HFMA-NJ assumes no liability for loss or damage thereto from any cause.
- 4. Licensing and provision of exhibit space.** HFMA-NJ shall license the exhibit space for the period of the Show only, provided that The Borgata is made available to HFMA-NJ. HFMA-NJ reserves the right to terminate its agreement with exhibitor, close the sponsor's exhibit, and terminate the sponsor's participation at the conference in its sole discretion for any reason whatsoever. In the event HFMA-NJ does so and the exhibitor refuses to immediately remove its property, HFMA-NJ may remove the sponsor's property. In the event of such termination, all other provisions of this agreement shall apply, including but not limited to the waiver, release and hold harmless provisions, and HFMA-NJ's sole obligation shall be to refund the sponsor's deposit, provided such refund is due.
- 5. SPONSOR and HFMA-NJ's responsibilities; show directory.** Sponsor shall exhibit only its own products or services for which it is the duly authorized representative and shall cause all such products/services exhibited by it to be listed in the official Show Directory. In addition, principal(s) and/or employee(s) of the Sponsor must be present in the Exhibit Space at all times during the open hours of the Show. (Person staffing booth must be 18 years of age, or over). HFMA-NJ shall (a) supply Sponsor with the Exhibitors' Manual, (b) supply Sponsor with a uniform name sign, (c) register and give information to attendees and (d) publish, or cause to be published, an official Show Directory. HFMA-NJ shall not be responsible for errors or omissions in the Show Directory.
- 6. Assignment of Exhibit Space.** Sponsors shall not assign or sublicense to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without written consent of HFMA-NJ which HFMA-NJ may withhold in its sole discretion. If such consent is given, the Sponsor shall assume full responsibility for the conduct of the assignee or sublicensee and all its representatives.
- 7. Sale or transfer of SPONSOR's business.** In the event of the sale or transfer of a substantial portion of the assets of Sponsor's business or of the controlling stock interest in Sponsor's business, or in the event of a substantial change in management of the Sponsor, HFMA-NJ may, at its option, terminate this Agreement. This rule does not limit HFMA-NJ's rights under any other provision of this agreement, including but not limited to the waiver, release, hold harmless, and termination provisions.
- 8. Displays and decorations.** Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing material shall be left in any aisle, but shall be confined to the Exhibit Space. No trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond limits of Exhibit Space.
- 9. Union Labor.** The Sponsor shall comply with all the terms and provisions of all union or other contracts in effect at the time of the Conference affecting any phase of its conduct, construction, or relating to the building or premises wherein it shall be conducted.
- 10. Fire Rules.** Sponsor shall not pack merchandise in paper, straw, excelsior or any other flammable material. No cartons shall be stored in The Borgata during the Show. Sponsor shall use no flammable decorations or covering of display fixtures, and all fabrics or other material used for decorating or covering must be flameproofed by a method and with a compound approved by the Fire Department. The Sponsor must file an affidavit with the Fire Department or have available for inspection on demand an affidavit in accordance with those flameproofing requirements described in the Exhibitors' Manual. No helium is allowed in The Borgata. Also, all projection machines must be in accordance with the requirements of the local Fire Department. Exits, fire stations, and fire extinguishers must not be obstructed.
- 11. Observance of laws and rules.** Sponsor must comply with all laws, rules, regulations and ordinances of federal, state and local governmental authorities, and all rules of The Borgata.
- 12. SPONSOR Conduct.** Sponsors are prohibited to imply HFMA-NJ endorsement of their products and services. Sponsors and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of HFMA-NJ is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibits which include the operation of musical instruments, radios, talking motion picture equipment, public address systems, or any noise-making machines or instruments must be conducted and arranged so that the noise resulting there from will not annoy or disturb other exhibitors, persons viewing the same, or interfere with programming sponsored by HFMA-NJ. Operators of such exhibits must secure approval of arrangements and operating methods before the exhibit opens. HFMA-NJ, in its sole discretion, may withdraw its consent at any time, in which event Sponsor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Sponsor shall refrain from any action that will distract attendees from attendance at the Show during open hours. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Neither Exhibitor nor any of its representative shall conduct themselves in a manner offensive to standards of decency or good taste. Each 8' x 10' exhibit space must be staffed at all times by a person 18 years of age or over, during the exhibit hours. Sponsors are urged to send at least two representatives, so that both coverage is maintained at all times. All exhibits must remain intact until 10 am Friday, the official closing hour. Failure to follow this rule will jeopardize the exhibitor's participation in future HFMA-NJ Conferences
- 13. Direct Sales.** Sponsors are permitted to take orders and/or make cash transactions for their products. Collection of NJ sales tax will be the responsibility of the sponsors.
- 14. Photographs.** Other than photographs of Sponsor's own exhibit space, no photographs of exhibit spaces or merchandise shall be taken without prior written consent of HFMA-NJ or the exhibitor involved.
- 15. Use of space.** All demonstrations or other sales activities must be confined to the limits of the exhibit booth. No sponsor shall assign, sublet, or share the space allotted without the knowledge and consent of HFMA-NJ. The provisions of this paragraph shall not in any manner waive, limit or restrict the rights of HFMA-NJ, in its full and sole discretion, to interpret its rules in a final and binding manner as per Rule Number 1 herein. Nor shall this paragraph limit or restrict HFMA-NJ's right, in its sole discretion, to terminate the participation of any sponsor at the convention as provided by Rules Numbers 1 and 5 herein.
- 16. Closing of exhibit.** (a) If Sponsor or one of its subsidiaries or affiliates is on strike, resulting in picketing or similar type of demonstration in or near The Borgata, HFMA-NJ reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Sponsor's property from the Exhibit Space. (b) HFMA-NJ shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Sponsor's property from the Exhibit Space at any time for failure by Sponsor or its duly authorized assignee or any of its officers, agents, employees, or other representatives or assigns to perform, meet or observe any Term, Condition, or Rule set forth herein, and such Sponsor shall not be entitled to a refund of any payment.
- 17. CANCELLATION.** Sponsor may cancel either its participation in the Conference or a portion of its exhibit space only upon written notification to DLP. If notification of cancellation is received by DLP on or before August 1, 2009, Sponsor shall receive a full refund of the total sponsorship fee. No refunds will be granted after this date. All such sums that are retained or are owing may be retained by HFMA-NJ in its discretion, as liquidated damages. In addition, HFMA-NJ shall have the right, at its option, to instead pursue other legal or equitable remedies available to it in the event sponsor defaults or fails to exhibit. If, because of war, fire, labor strikes, picketing, exhibit facility construction or renovation project, government regulation, public catastrophe, bomb threats, act of God or the public enemy or other cause beyond the control of HFMA-NJ, the Conference or any part thereof is prevented from being held, and is cancelled by HFMA-NJ or the Exhibit Space becomes unavailable, HFMA-NJ in its sole discretion, shall determine and refund to the Sponsor its proportionate share of the balance of the agreed upon sponsorship fees received by HFMA-NJ which remains after deduction expenses incurred by HFMA-NJ in connection with the Conference and reasonable compensation to HFMA-NJ but in no case shall the amount of the refund to the Sponsor exceed the amount of the sponsorship fee paid by the Sponsor.
- 18. Future Shows.** It is understood and agreed that the sponsor's participation at the 2009 HFMA-NJ Annual Institute does not create any legal, equitable, contractual or other right for the sponsor to participate in any future HFMA-NJ conferences or activities.
- 19. INDEMNITY.** HFMA-NJ, DLP, or any of their respective officers, agents, employees or representatives shall not be responsible or liable in any way for any injury to person or property, loss or damage of any kind, sustained by any Sponsor, employees of the Sponsor or any other person by reason of fire, theft, water, accident or fault of HFMA-NJ & DLP or any of its servants, agents or employees or for any other cause whatsoever. It is further understood that the Sponsor will indemnify and hold harmless HFMA-NJ, DLP, and any of their respective officers, agents, employees or representatives from damages, loss cost or expense of any and all kind for any claim or legal action arising out of or by reason of personal injuries or property damage of any kind whatsoever, as well as the cost and expenses incurred against any such claim or claims, action or actions, arising out of the sole or contributing negligence of the Sponsor, employees, servants or agents of HFMA-NJ.
- 20. Americans with disabilities act.** The Borgata shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act ("ADA"). HFMA-NJ shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA which are applicable to HFMA-NJ if not otherwise provided by The Borgata. The Sponsor agrees that it will comply with any provisions of the ADA which are applicable to the Sponsor.
- 21. Arbitration.** Any controversies, claims, or disputes between the parties to this agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be held in the State of New Jersey, and the award rendered by the Arbitrator shall be final and binding, and may be appealed only on the grounds specified by N.J.S.A. 2A:24-7, 8, and 9. In addition, in any such arbitration, the Arbitrator shall be required to apply each and every provision of this agreement and of the HFMA-NJ Annual Institute rules, and shall not limit, restrict or refuse to apply any of the provisions of this agreement. The term parties as used in this paragraph shall mean the parties to this contract, and also their officers, agents, employees, representatives and assigns. The controversies, claims, and disputes governed by this provision shall include all controversies, claims, and disputes arising out or related in any way to the provisions of this agreement, the breach or claimed breach of same, and to the sponsor's participation at the HFMA-NJ Annual Institute, regardless of whether the claim or dispute involves the breach, alleged breach of this agreement, or any other cause of action or claim, legal or equitable.
- 22. Management's License agreement with THE BORGATA.** This Agreement is subject and subordinate in all respects to the License of Management, with The Borgata and the rights of the Owner and/or Licensor thereunder, or any assignee thereof. The Sponsor agrees to release and indemnify HFMA-NJ against any liability under the terms of said License arising from, created or caused by any act or default of the Sponsor hereunder.
- 23. Jurisdiction.** Sponsor agrees that in the event of any controversy, or dispute arising under the terms of this agreement, the matter will be subject to the jurisdiction of the courts of New Jersey, and New Jersey law will apply.
- 24. ENTIRE AGREEMENT.** This document constitutes the entire agreement between these parties. No amendment or modification of the terms therein will be effective unless said amendment or modification is in writing, signed by both parties.