

SPONSORSHIP AGREEMENT

California Optometric Association (COA)
2017 OptoWest Regional Conference
Embassy Suites
Sacramento, CA
April 30, 2017



OPTOWEST CONTACT INFORMATION

Company Name: _____ Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____ Website: _____

Sacramento Booth Manager: _____ E-mail: _____

SPONSORSHIP & FEES

Sponsor & Exhibitor (SINGLE LOCATION) - \$3,000
Sacramento Meeting Only

Supporting Sponsor with Magazine Advertising - \$3,000
 Supporting Sponsor - \$1,250

Continental Breakfast Sponsor - \$3,000
 Lunch Sponsor - \$3,500

Add e-blast advertising to expand your marketing efforts:

1-time ad - \$150
 3-time ad - \$375
 6-time ad - \$600

SOLD Conference Bag Sponsor - \$3,750
SOLD Name Badge Sponsor - \$3,750
SOLD Notepad Sponsor - \$2,500
SOLD Pen Sponsor - \$2,500

TOTAL: \$ _____

To reserve OptoWest 2017 sponsorships & exhibit space, **full payment** is required. Payable by check, Visa, MC, Discover or AMEX, the sponsorship/exhibit fee must be received within 15 days of execution of this agreement or the sponsorship will be released. If final payment is not received within 15 days, the sponsorship will be released.

Are there any company conflicts that you would like the OptoWest Show Management to be aware of? _____

CONFERENCE WEBSITE

Company Information (if different from above)

Company Name: _____ Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____ Website: _____

The above address and contact information will be included on the official conference website, www.optowest.com

IMPORTANT: YOU MUST SUBMIT THE FOLLOWING INFORMATION ELECTRONICALLY TO JHAAS@COAVISION.ORG

- Your company logo in any of the following **high resolution** (300 dpi or more) formats: EPS, TIF, JPG, PDF.

PAYMENT METHOD

Make check or money order payable to:

California Optometric Association, Optowest Sponsor, 2415 K Street, Sacramento, CA 95816

Name on Card: _____ Card # _____

Exp. Date: _____ CCV# _____ (VISA/MC/DIS - 3 digit # on back; AMEX - 4 digit # on front)

Signature: _____

Return this signed contract with payment to: Jodi Haas (OptoWest), 2415 K Street, Sacramento, CA 95816, email to jhaas@coavision.org, or fax to (916)469-2896. This fax number is a secured fax number for contracts with payment information.

By signing below, sponsor agrees to the Terms and Conditions of this agreement and hereby purchases sponsorship described above at the 2017 OptoWest Regional Conferences. The person signing this document expressly represents and warrants to Show Management, that he/she is authorized by Exhibiting Company to bind it to the terms and conditions hereof.

Authorized Signature: _____ Date: _____

OPTOWEST 2017 - Terms and Conditions

All sponsors of the OptoWest Regional Conferences are under the control and management of the California Optometric Association ("Show Management"). These terms and conditions are part of the contract between the exhibiting firm and Show Management and it is the responsibility of the exhibiting company to read these carefully and adhere to them, as well as any provisions contained in the exhibitor service kit that will be forwarded after receipt of the deposit and contract.

THIS SPONSORSHIP AGREEMENT (the "Agreement") is by and between company named on the sponsor agreement ("Sponsor"), and California Optometric Association ("Organization") a not-for-profit organization with its principal place of business located at 2415 K Street, Sacramento, CA 95816.

WHEREAS, Organization is conducting events, OptoWest San Francisco, OptoWest Manhattan Beach and OptoWest Sacramento ("Events"), which provide cutting-edge continuing education to optometrists and paraoptometrists to help them launch their practice into the future.

WHEREAS, Sponsor desires to promote its products and services at the Events

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties, it is agreed as follows:

1. SPONSORSHIP TERMS.

(a) A 50% deposit shall be paid upon execution of this agreement by Sponsor and/or co-sponsor and the balance will be paid no later than December 30, 2016.

(b) In return for the Sponsorship Fee, Sponsor shall receive the following benefits (collectively, the "Sponsorship Benefits") detailed in the Marketing & Sponsorship Planner

2. USE OF THE SPONSORSHIP FEE

(a) The parties agree that the amount paid to Organization in connection with the Events represent fair market value for the promotional opportunities provided to Sponsor.

(b) If Organization offers more than one type or level of promotional opportunities to manufacturers or marketers of pharmaceutical, medical device or over-the-counter drug products, Organization represents that it has disclosed all such offerings to Sponsor. Organization shall specifically disclose to Sponsor if any such manufacturer receives the same or similar Sponsorship Benefits for a fee less than the Sponsorship Fee.

(c) No amount paid under this Agreement is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients; the prescription, purchase, lease or order of any item or service; or, the recommending or arranging for the purchase, lease or order of any item or service.

(d) Organization represents and warrants that proceeds from the Sponsorship Fee shall only be used to offset legitimate costs of conducting the Events, including venue rental, audio/visual expenses, and similar overhead costs. Organization agrees that it shall not use the Sponsorship Fee to provide food or beverage to healthcare professionals without Sponsor's separate written consent.

(e) Organization agrees to keep records regarding all payments made, and costs, expenditures and expenses incurred, in connection with the Events, and shall provide Sponsor with information regarding these payments, costs, expenditures and expenses that Sponsor determines it may be required to disclose under state or federal regulations. Specifically, if Sponsor consents to use of the Sponsorship Fee to provide food or beverage to healthcare professionals, Organization agrees to accurately track all recipients and to comply with any restrictions imposed by Sponsor that may prohibit the provision of food or beverage to residents of certain states. All records and other information described under this section shall be provided to Sponsor no less than thirty (30) days after receipt of such request.

(f) To the extent Organization is owned by, comprised of, or affiliated in any way with healthcare providers (the "Affiliated HCPs"), Organization represents and warrants that no proceeds from the Sponsorship Fee shall be diverted or used, directly or indirectly, in a manner that provides an economic benefit to such persons. Organization specifically warrants that Affiliated HCPs shall not receive cash or other items of value

derived in any way from the Sponsorship Fee. Notwithstanding the foregoing, if Sponsor and Organization agree to use the Sponsorship Fee to provide meals at the Events, Affiliated HCPs may accept such meals under the same terms and circumstances as other Event attendees.

(g) The Sponsorship Fee is not intended as, and shall not be construed as an unrestricted educational grant. The parties agree that proceeds from the Sponsorship Fee shall not be used in any way to support continuing education ("CE") activities. Specifically, the Sponsorship Fee shall not be used to pay for honoraria, travel or similar expenses for CE instructors, attendees or others. If the Event includes any form of CE activities, Organizer shall provide a separate and distinct venue for Sponsor's promotional activities, and shall implement appropriate financial controls to ensure that the proceeds from the Sponsorship Fee are appropriately segregated from funds used to support CE activities.

(h) Sponsor may, from time to time, reassess its calculation of fair market value for the Sponsorship Benefits provided under this Agreement, consistent with Sponsor policies and applicable state and federal healthcare laws. In the event this Agreement must be changed to comply with such policies or laws, Sponsor shall promptly notify Organization and the parties shall undertake reasonable efforts to amend this Agreement accordingly.

3. CERTIFICATIONS AND DISCLOSURES

(a) Organization certifies that all payments and other activities undertaken in connection with the Events shall be undertaken in a manner that complies with all applicable Sponsor policies and applicable state and federal law including, without limitation, the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et. seq.) and the Federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b).

(b) Sponsor will have the right in its discretion (a) to display and disclose, as may be required under state or federal law or as is otherwise desired by Sponsor, information relating to this Agreement, any and all payments, reimbursement for expenses, or other transfer of value made in other than dollar form relating to this Agreement, or any other information relating to this Agreement and (b) to display such information on Sponsor's websites.

(c) To the best of Organization's knowledge, Organization certifies that no employees, officers, directors, or other persons affiliated with Organization are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal health care programs.

4. TERM; TERMINATION

This Agreement shall commence on the Effective Date and will extend through May 13, 2017, unless terminated by either party pursuant to the terms of this Agreement (the "Term").

(a) Unless Organization violates paragraph b) of this section upon execution of this Agreement by Sponsor, if Sponsor terminates this Agreement on or before December 30, 2016, 50% of the balance owed is due and payable to Organization, if Sponsor terminates agreement on or after December 31, 2016, 100% is due and payable to Organization.

(b) In the event of a party's breach, this Agreement may be terminated by the non-breaching party by giving fifteen (15) days written notice, unless the breaching party corrects such breach within said fifteen (15) day period. This Agreement may be terminated immediately upon: (1) the bankruptcy, liquidation or state of insolvency of either party; or (2) failure by Organization to comply with the terms of Sections 2 or 3 of this Agreement.

5. NOTICES

1) Notices shall be given to Sponsor via certified mail, return receipt requested or via overnight delivery addressed to the respective party set forth below, with an additional copy being sent to Sponsor contact address, or such other address as Sponsor may notify the Organization of, in accordance with this paragraph; and shall be deemed received seventy-two (72) hours after deposit in the U.S. mail or twenty-four (24) hours after

deposit with a recognized overnight delivery service.

2) Notices shall be given to Organization via certified mail, return receipt requested or via overnight delivery addressed to the respective party set forth below at 2914 K Street, Sacramento, CA 95816, or such other address as Organization may notify Sponsor of, in accordance with this paragraph; and shall be deemed received seventy-two (72) hours after deposit in the U.S. mail or twenty-four (24) hours after deposit with a recognized overnight delivery service.

6. MISCELLANEOUS

(a) This Agreement does not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law. The parties will comply with all relevant federal and state statutes and regulations.

(b) Nothing in this Agreement shall in any way be construed to constitute Organization as the agent, employee or representative of Sponsor. Organization shall not have the power to bind Sponsor or its Affiliates in any capacity unless specifically authorized to do so by Sponsor in writing.

(c) This Agreement does not constitute any right or license granted by Sponsor to Organization to use Sponsor's trademarks or service marks in any way except as expressly approved by Sponsor.

(d) This Agreement does not constitute any right or license granted by Organization to Sponsor to use Organization's name, logos, trademarks or service marks in any way except as expressly approved in writing by Organization.

(e) This Agreement shall be construed in accordance with the laws of the state of California excluding any conflicts or choice of law rule or principle that might otherwise refer construction of this Agreement to the substantive law of another jurisdiction.

(f) This Agreement constitutes the entire agreement between the parties, supersedes and replaces any prior agreement entered into between Organization and Sponsor related to the subject matter hereof, and all such prior agreements are hereby terminated and are of no further force or effect. Modification, amendments, or supplements to this Agreement shall be in writing and signed by each party. This Agreement is personal to the parties hereto, and neither this Agreement, nor any right, obligation, interest, or duty may be assigned, transferred or otherwise dealt with, without the express written consent of the other. Notwithstanding the above, Sponsor may freely assign all or part of this Agreement to any Affiliate.

(g) No waiver by either party hereto at any time of any breach or of compliance with any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at any prior or subsequent time.

(h) The validity and/or invalidity of any provision or portion of a provision of this Agreement will not affect any other provision or portion thereof of this Agreement, which shall remain in full force and effect.