



Sponsor Agreement

AWS 2025 Annual Conference

1. **AGREEMENT** – The 2025 Annual Conference Corporate Support Form, executed by applicant (Sponsor), together with these Terms and Conditions, shall constitute a valid and binding Agreement between the Association of Women Surgeons® (AWS) and Sponsor. The words “Event Management” as used herein refer to the Association of Women Surgeons (AWS). Event Management shall have full power to interpret, amend and enforce all Terms and Conditions in the best interest of the AWS 2025 Annual Conference (“Conference”).
2. **WHO MAY SPONSOR OR EXHIBIT** – Opportunities at the Conference are only for those organizations offering products, equipment and services which will benefit or promote the development of women surgeons. AWS reserves the right to determine eligibility of any sponsor up to and including the dates of the Conference.
3. **ASSIGNMENT OF SPONSOR OPPORTUNITIES** – Assignments of sponsorship opportunities will be made by Event Management in the order of receipt of paid application. Sponsor may not sub-divide or otherwise share/split opportunities with prior consent and agreement of Event Management.
4. **ASSIGNMENT AND MANAGEMENT OF EXHIBIT SPACE (IF APPLICABLE)** – Assignments of exhibit space will be made by Event Management in the order of receipt of paid application. AWS reserves the final decision and right, in the best interest of the Conference, to amend the floor plan, assign or relocate exhibit spaces as needed. Sponsor may not sublet, sub-divide or assign their space, promote the products or services of non-sponsors, or otherwise permit non-sponsors to distribute materials in their space or any part thereof. Only one organization may occupy the space. Exhibit spaces include a skirted table, two chairs, and one wastebasket. Sponsor agrees to arrange exhibit so as not to obstruct the general view or to hide other exhibits. No display material exposing an unfinished surface to neighboring exhibits or aisles will be permitted. Exhibits should be self-contained with nothing outside the table area. Interference with normal traffic flow is prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, or floors. Sponsor will need to provide or arrange for access to its attendees’ own Wi-Fi or cellular data for any sales or other items requiring internet. All consumable items to be distributed by Sponsor must be approved through the Conference facility. Sponsor will not be permitted to sell, serve, or give away alcoholic beverages in the exhibit area. Sponsor agrees to have all exhibits finalized during the setup times as provided. Sponsor agrees not to dismantle or remove any part of exhibit, or to start any packing until the close of the exhibit area. In their own best interest and for security, all sponsors are encouraged to keep an attendant at their exhibit space during all open hours. Event Management will use reasonable care to protect Sponsor against loss; however, AWS, its

chapters, employees, agents, and representatives, as well as the Conference facility, shall not be held responsible for the safety of exhibits against fire, theft, or property damage or for accidents to Sponsor or its employees, agents, volunteers and attendees from any cause. Sponsor agrees to obtain adequate insurance against any such injury, loss or damage. Sponsor agrees to make no claim against and to protect, indemnify, defend and hold harmless Event Management and the Conference facility against loss, theft or damage to Sponsor's property or injury to persons in the exhibit area.

5. HOSPITALITY FUNCTIONS – Scheduling of private functions, cocktail parties or other special events in conjunction with the Conference and within the Conference facility MUST be coordinated directly with Event Management. Functions scheduled during Conference business and social events are prohibited.

6. PHOTOGRAPHS/VIDEOTAPING – AWS reserves the right to record and to use video and photographs. Sponsor grants AWS and its management provider the right to use any image, photograph, voice, or likeness, without limitation, in its promotional materials and publicity efforts without compensation. All media become the property of AWS and may be displayed, distributed, or used by AWS for any purpose. AWS shall not be responsible for photographs or videos taken and/or shared by other event attendees.

7. GIVEAWAYS AND CONSUMABLE ITEMS – Giveaways to be distributed by Sponsor at or in conjunction with a sponsored event must be approved by Event Management. Consumable items must be approved through the Conference facility.

8. TRANSFER OF VALUE - Sponsor/exhibitor agrees to report any necessary transfer of value to the appropriate parties including but not limited to the Physicians Payment Sunshine Act, which requires manufacturers of drugs, medical devices, and biologicals that participate in U.S. federal health care programs to report certain payments and items of value given to physicians and teaching hospitals.

9. SMOKING – Smoking will not be allowed during Conference business or social events.

10. CHANGES – Event Management reserves the right to make any changes in the rules necessary to ensure the health and safety of those in attendance, the significance of the Conference and harmony of operation. Sponsor will be advised of any such changes by email.

11. DEDUCTIBILITY – AWS is a 501(c)(3) nonprofit business organization. Sponsor fees are not deductible as charitable contributions but may be deductible as trade or business expenses. Please check with a tax professional.

12. COMPLIANCE WITH POLICIES AND LAWS – Sponsor shall bear responsibility for compliance with Conference policies, any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Polices, Rules and Regulations of the Conference facility, regarding the installation, dismantle and operation of the exhibit. Sponsors selling items from their exhibit tables must obtain any necessary city and/or state permits.

13. FORCE MAJEURE – Event Management may terminate this Agreement in the event that circumstances beyond its control, such as but not limited to, acts of God; disaster; war; curtailment or interruption of transportation facilities; labor disputes or the threat thereof; acts of terrorism or the threat thereof; disease, epidemic, pandemic or threat thereof; State Department or other governmental or international agency travel advisory; corporate or government travel restrictions;

government restrictions upon large gatherings; the Conference facility's closure, reduced facilities or staff furloughs; civil disturbance; or any other occurrence beyond control of Event Management. In such event, Sponsor agrees to waive any and all damages and claims for damages and acknowledges this Agreement may be cancelled upon email notice to Sponsor without liability.

14. CANCELTION AND REFUNDABILITY – Sponsor fees are nonrefundable, except in cases of Force Majeure as listed above. Event Management reserves the right to alter any package inclusions or benefits based on prevailing federal government, local government or venue policies or recommendations. Sponsor agrees to comply with procedures and policies of Event Management, or that the Conference venue may implement, to protect the health and safety of all attendees. By attending the conference, sponsor agrees that goods and services were received, and the sponsor is fully satisfied. Sponsor attended the event, the event was to the sponsor's full satisfaction, and the sponsor will not request a refund. The sponsor received the goods and services in full.

15. OBJECTIONABLE CONDUCT – Event Management reserves the right to restrict, reject, prohibit, or eject any sponsor representative, including personnel in whole or in part, because of noise, conduct of personnel, or for other causes which Event Management deems not compatible with the purpose of the Conference or any other reason in the opinion of AWS, without liability for any refunds or other expenses incurred. Event Management reserves the right to refuse distribution of souvenirs, advertising materials or anything else, which it may consider objectionable.

16. ASSUMPTION OF RISK – By signing this Agreement, Sponsor expressly and voluntarily assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness (including COVID-19 and other communicable diseases), damage, loss, claim, liability, or expense of any kind that may arise from their participation in the event; acknowledges and agrees that Event Management shall not be liable for any such risks or consequences; and hereby releases, covenants not to sue, discharges and holds harmless AWS, its chapters, employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Accordingly, Sponsor understands and agrees that this release includes any claims based on the actions, omissions, or negligence of AWS, its chapters, employees, agents and representatives. The parties acknowledge and agree that the provisions of this Clause shall survive the completion or termination of this Sponsor Agreement.

17. PAYMENT AND DELIVERABLES - Sponsorships are not confirmed until payment is received. If paying by invoice, Sponsors are required to pay 100% of all fees within 30 days of invoice receipt. If the advertisement or sponsored event takes place within 30 days of invoice receipt, payment must be received prior to the sponsored event or advertisement. Sponsor agrees to abide by all the rules, requirements, restrictions, regulations, and deadlines as set forth by AWS. Materials associated with marketing and promotional elements of the Sponsorship (logos, advertisements, etc.) must be provided by posted due dates and in the format and resolution required.