



SLEEP MEDICINE
TRENDS

Hilton La Jolla Torrey Pines | La Jolla, CA
February 23-24, 2024

EXHIBITOR PROSPECTUS &
SPONSORSHIP OPPORTUNITIES

Increase your brand recognition and awareness of your company's products and services. Explore new strategies for patient care and learn about the emerging technologies and innovations that are making an impact on clinical sleep medicine.



ABOUT SLEEP MEDICINE TRENDS 2024

Sleep care is evolving, and the American Academy of Sleep Medicine's (AASM) Sleep Medicine Trends will equip attendees with novel strategies and innovative techniques to keep their practices at the forefront of the field.

With a focus on the advancement of sleep care, lectures will provide a detailed approach for collaboration across specialties in an effort to provide the best outcomes for patients.

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Questions?

For additional information about exhibiting at the course, sponsorships, and deadlines, please contact Annette Delagrance, Senior Sales Manager, adelagrance@aasm.org or (630) 737-9732.

QUICK FACTS FOR EXHIBITORS

Dates

Friday, February 23 – Saturday, February 24, 2024

Shipping Address

Hilton La Jolla Torrey Pines

Sleep Medicine Trends 2024

Company Name/Booth #

ATTN: Name of person claiming package

10950 N Torrey Pines Rd.

La Jolla, CA 92037

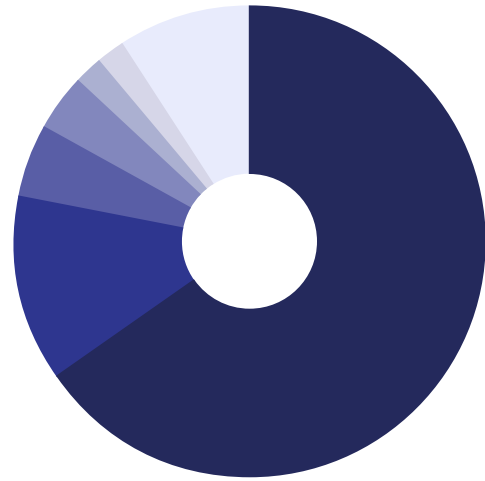
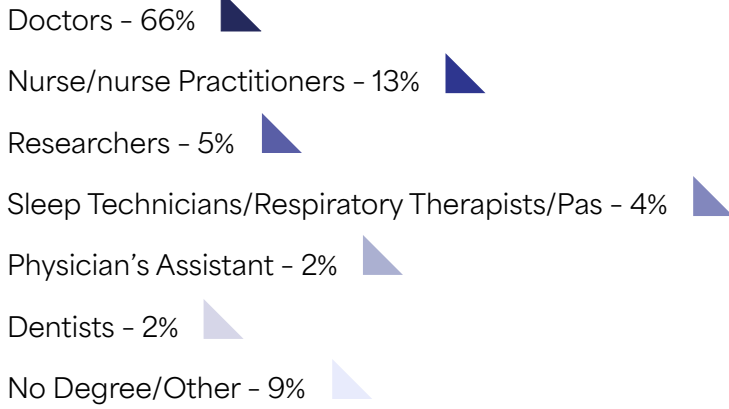
The exhibit area will be located in the Scripps Ballroom (where refreshment breaks will be served) and the Grande Ballroom Foyer (located right outside of the general session room). The General Session will be held in Grand Ballroom ABC. The AASM reserves the right to move the exhibit area to a comparable location.

Exhibit Space & Availability

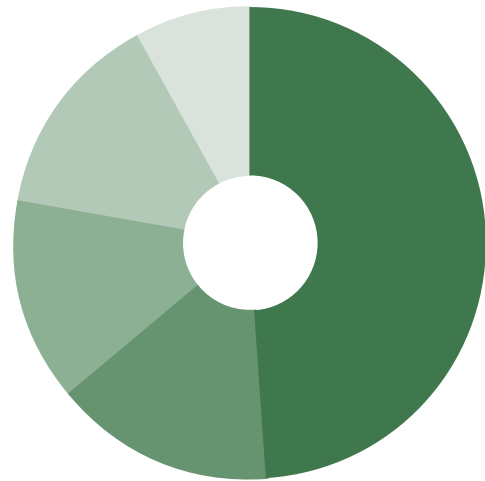
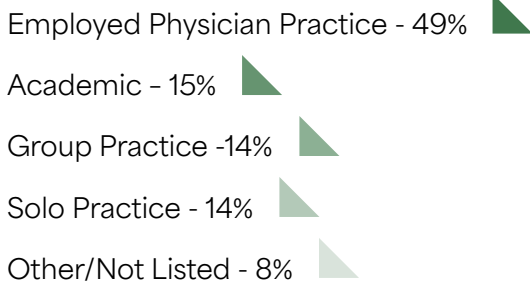
Space in the exhibit area is limited to thirty-five (35) tabletop exhibits. By limiting the number of exhibitors, we provide an amazing opportunity to dialogue with attendees one-on-one. In most cases, the ratio of attendees to exhibitors is more than double other sleep related meetings. In addition, Sleep Medicine Trends is cost effective! Where other meetings charge for tables, chairs, power, breakfast, lunch, breaks, and full meeting attendee registration, they're included in our exhibit fee.

REACH STRATEGIC DECISION MAKERS

Degree



Type of Practice



Primary Specialty

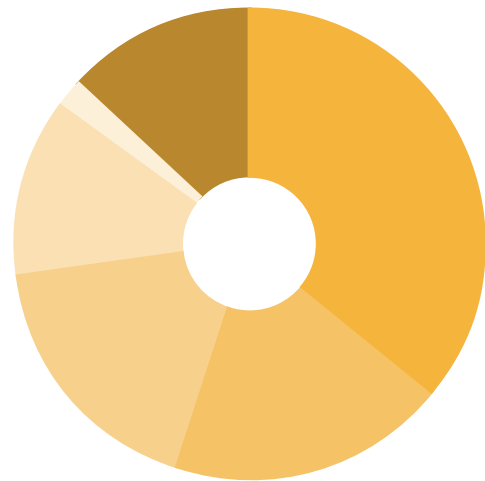
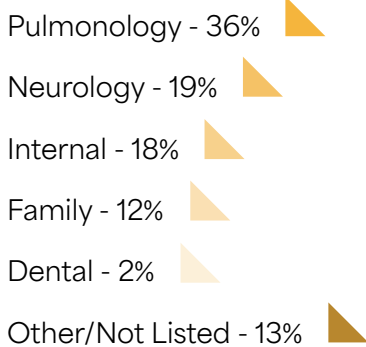


EXHIBIT FEES

Early Bird Rate - \$2,800 (on or before 12/31/23) | Regular Rate - \$3,300 (after 12/31/23)

The exhibit fee includes the following:

- ▶ One 6 ft. x 30 in. skirted table with two chairs and one power strip
- ▶ Breakfast, lunch, morning, and afternoon refreshment breaks for interaction with attendees
- ▶ Post-meeting attendee email list
- ▶ One full meeting attendee registration
- ▶ Company recognition on Sleep Medicine Trends 2024 registration webpage
- ▶ Company listing in the course program

Maximize Your Exposure with the Exhibitor Premium Package (a \$6,000 value)

Early Bird Rate - \$4,000 (on or before 12/31/23) | Regular rate - \$4,500 (after 12/31/23)

The premium package provides exhibitors with an opportunity to reach members of the sleep medicine community pre and post meeting. The premium package includes:

| Premium Package | Reach | Exposure |
|--|---------|--------------|
| Exhibit space (one 6 ft. x 30 in. skirted table with two chairs and one power strip) | 300+ | On-site |
| Attendee handout (hand out table placed near registration) | 300+ | On-site |
| Two full meeting attendee registrations | 300+ | On-site |
| Company logo upgrade in the final program exhibitor listing | 300+ | On-site |
| Welcome slide recognition | 300+ | On-site |
| Recognition in February Issue of JCSM (company listing with hyperlinked logo) | 63,000+ | Pre-meeting |
| Recognition on Sleep Medicine Trends 2024 registration webpage (company listing with hyperlinked logo) | 4,300+ | Pre-meeting |
| Post-Meeting attendee email list | 300+ | Post-Meeting |

The exhibit fee **does not include** the following:

- ▶ Security services will not be provided throughout the course
- ▶ Access to sessions (beyond included comp. registrations as stated above) - Exhibitors must register and pay applicable fees separately
- ▶ Lead retrieval is not available

Apply Now & Secure Your Space at Trends 2024!

The deadline to submit a complete exhibitor [application](#) online with appropriate payment is
January 26, 2024.

Please remit your payment in full at the time of application by credit card (Visa, Master Card, or American Express) or by check made payable to the AASM. All payments must be made in U.S. dollars drawn on a U.S. bank.

Space is limited to only 35 tabletops - submit today!

For additional information, contact Annette Delagrange, Senior Sales Manager -
email: adelagrange@aasm.org | phone: (630) 737-9732.

MEETING AND EXHIBIT SCHEDULE

Friday, February 23 – Saturday, February 24, 2024

Exhibit Hours*

Friday

6:30 a.m. - 7:30 a.m.

9:45 a.m. - 10:15 a.m.

11:45 p.m. - 12:45 p.m.

2:15 p.m. - 2:45 p.m.

Saturday

6:30 a.m. - 7:30 a.m.

9:45 a.m. - 10:15 a.m.

11:45 PM - 12:45 p.m.

2:15 p.m. - 2:45 p.m.

** Exhibit hours are subject to change based on the final course agenda.*

Exhibitor Move-In (Scripps Ballroom)**

Thursday, February 22 from 4:00 p.m. – 6:00 p.m.

Friday, February 23 from 5:30 a.m. – 6:30 a.m.

Exhibitor Move-In (Grande Foyer)**

Thursday, February 22 from 7:30 p.m. – 8:30 p.m.

Friday, February 23 from 5:30 a.m. – 6:30 a.m.

Exhibitor Move-Out

Saturday, February 24 after 2:45 p.m.

**Please note that exhibitors will not have access to the exhibit hall area before or after the designated times and no security will be provided. Move-in and move-out times may be subject to change.*

***The AASM does not provide overnight security for this course.*

ADDITIONAL INFORMATION

Meals

Exhibitors are welcome to the continental breakfast, lunch and refreshment breaks during the courses; all other meals are the responsibility of the exhibitor.

Exhibit Space Assignments & Exhibitor Badges

Exhibit spaces will be assigned by AASM management. Exhibitor badges are required and will be available at the registration desk.

Shipping Information

It is recommended that equipment for your table-top exhibit arrive at the hotel no earlier than two days prior to the start of the course. The AASM will not be held liable for the shipping, receiving, or displaying of exhibitors' materials or products. See page 3 for shipping address.

Affiliate Meetings

Affiliate meeting space in meeting rooms or suites during Sleep Medicine Trends 2024 is not available.

Housing Information

A block of guest rooms has been reserved at the Hilton La Jolla Torrey Pines. Space is limited, so please make reservations well in advance. The room rate at the hotel is \$239.00 per night plus taxes and fees and is only valid until **January 29, 2024** or until the room block sells out. Room reservations can be made through this link: <https://book.passkey.com/e/50538255>



SPONSORSHIP OPPORTUNITIES

Sleep Medicine Trends 2024 exhibitors have the **exclusive opportunity** to expand their presence before, during, and after the meeting by securing a variety of advertising and sponsorship opportunities.

There are several sponsorships that will provide organizations with a new avenue to get their brand/ message in front of the sleep medicine community and provide added visibility.

SLEEP 2024 Booth Points

Exhibitors who secure sponsorships by **January 26, 2024** will receive points towards SLEEP 2024.

Exclusivity

Many of the sponsorships are available to only ONE exhibitor. Look for the star symbol ★ in the following pages to find exclusive sponsorship opportunities.

Customized Sponsorship Opportunities

The sponsorship opportunities listed within this document are not meant to be an exhaustive list. We are open to other sponsorship ideas. Does your company have a sponsorship opportunity that you use at other meetings or conventions? Perhaps it will work for Sleep Medicine Trends 2024!

Course Program Advertising

The course program is print only, distributed on site to all meeting attendees and contains complete details about the meeting as well as the local area. Place your advertisements in the hands of hundreds of attendees, one of the largest regional meetings of sleep specialists in the nation! Advertising space is reserved exclusively for exhibitors.

Inside Front Cover Full-Page, Color \$1,200

Outside Back Cover Full-Page, Color \$1,500

Half Page Ad \$600

Ad Space Closing: January 5, 2024

Ad Materials & Payment Due: January 17, 2024

Issued: Upon registration at Sleep Medicine Trends 2024

Creative Specs:

Full Page Ad

NON BLEED: (WxH): 7.5"x10"

No crop/printers marks

File Format: PDF

WITH BLEED: 1/8"trim: 8.75"x11.25"

No crop/printers marks

File Format: PDF

Half Page Ad

NON BLEED: (WxH): 7.5"x4.875"

No crop/printers marks

File Format: PDF

Direct Mail List Rental (No Emails)

Pre-meeting Mailing List \$300

Post-meeting Mailing List \$300

Exhibiting companies may purchase one pre- and/or post-meeting direct mailing list. Mailing lists are provided in label format or in an electronic format to an established bonded third-party mail house. A rental agreement form will be available upon request.

Email Advertising

★ Pre-meeting Email Blast Banner Ad - 2 spots available (600 x 135) \$800

★ Post-meeting Email Blast Banner Ad - 1 spot available (600 x 135) \$800

Advertise your products to attendees prior to the meeting and follow-up with them after the meeting. The pre-meeting message will be sent one and two weeks prior to the meeting and the post-meeting message will be sent one to two weeks after the meeting. The email blast will contain a brief message from AASM and a banner ad from the sponsoring exhibitor.



Digital Advertising

Pre and Post Meeting Journal of Clinical Sleep Medicine leaderboard banner ads (728 x 90)

\$950 per issue

Reach over 10,000 highly engaged readers

February Issue - Submission deadline December 15, 2023

March Issue - Submission deadline February 26, 2024

Leaderboard Ad on Course Website (728 x 90)

\$2,000

Add your message at the top of the Sleep Medicine Trends website (aasm.org/trends-2024) in a rotating leaderboard ad (limited to 3 companies). Sponsors can also provide a URL to hyperlink to their ad for attendees to click on.

Hotel Door Drops

Thursday and Friday Nights: \$2,000 per door drop (includes hotel delivery fee)

Door drops are an excellent way to communicate company news or introduce new products to attendees while they relax in their hotel rooms. Sponsors will be allowed to distribute a 1-page, double-sided flyer, no larger than 8 ½" x 11" or a single novelty item. All flyers and novelty items must be submitted by **January 10, 2024** for approval by AASM management. Sponsors are responsible for printing and shipping the item to the AASM (Attn: Meeting Dept., 2510 North Frontage Road, Darien, IL 60561) by **January 24, 2024**. This opportunity is limited to five companies per night

★ Directional Signs

\$500

Help attendees find their way around the hotel and to the meeting room with this exclusive directional signage opportunity. Your company logo will be displayed on each sign. Includes approx. 9 signs.

★ Hotel Key Cards

\$5,000

Provide attendees with a customized room key available exclusively at the Hilton La Jolla Torrey Pines. Artwork will be coordinated between the sponsor and the hotel, along with key and printing costs (not included in the sponsorship amount).

★ Course WIFI

\$5,000

This sponsorship provides an exhibitor with the opportunity to include a custom network name and password for meeting participants when logging on to the WIFI network. A WIFI card (including sponsors company logo, WIFI network name, and password) will be provided to attendees at registration, and the sponsor will also receive recognition in the course program.

★ Meeting Room Power/ Device Charging

\$5,000

Power strips will be located at tables throughout the general session room for attendees to charge their devices during the meeting. Sponsor will receive recognition on signs outside of the meeting room, as well as recognition in the course program.

★ Daily Refreshment Breaks

Friday & Saturday: \$5,000

Over 300 attendees are expected at Sleep Medicine Trends 2024. Exhibitors have the exclusive opportunity to sponsor one or all of these daily breaks on Friday and Saturday. Coffee and cold beverages will be served during the breaks. By sponsoring one or more of the daily refreshment breaks your corporate name and logo will be included on signage near the beverage service area and signage will be placed in your booth space. In addition, there will be recognition in the course program, on the sessions welcome slides and during session announcements.

Industry Supported Event (ISE)

Friday or Saturday Night: \$9,000 per event (limited to one company per night)

Provide meeting attendees with an informative, one-and-a-half to three-hour satellite symposium, coordinated by your company. To participate, an Industry Supported Event proposal must be submitted for acceptance. Exhibition at the meeting is required in order to host an Industry Supported Event.

Secure Your Sponsorship Today!

Submit your application [online](#) and choose sponsorship opportunities with appropriate payment, by
January 26, 2024.

APPLY NOW!

Advertising and sponsorship opportunities are available on a first come, first served basis (while available), so don't delay.

EXHIBITOR RULES AND REGULATIONS

ACCESS TO EXHIBIT AREA

No one under the age of 16 is allowed in the exhibit area at any time. This includes move-in and move-out. All company representatives must wear their exhibitor badges at all times.

AMERICANS WITH DISABILITIES ACT

Each exhibitor is responsible for compliance with the Americans with Disabilities Act (ADA).

BOOTH CONDUCT

All exhibitors and personnel must agree to follow the [AASM Code of Conduct](#). No exhibitor may operate in a way that interferes with the rights of another exhibitor. Exhibits and display materials may not span beyond the space allotted. All exhibits should be presented in a professional manner. Operation of sound devices is not allowed. The AASM reserves the right to curtail exhibits or parts of exhibits that are deemed inappropriate or unprofessional. The following practices are disallowed by the AASM:

- ▶ Loud electrical or other mechanical apparatus disturbing other exhibitors
- ▶ Theater seating arrangements of any kind and/or presentation stages
- ▶ Use of professional actors, magicians, or performers (may be allowed with prior approval)
- ▶ Canvassing outside the booth including foyer, entrances, session rooms or any other public space
- ▶ Entering another exhibitor's booth space without permission
- ▶ Taking items from another exhibitor's space without permission
- ▶ Live music
- ▶ Displaying or distributing helium balloons
- ▶ Unauthorized door drops at the hotel
- ▶ Photographs of attendees or another exhibitor's booth without permission

EXHIBIT SPACE

Each exhibitor will have one (1) 6 ft. x 30 in. skirted table with two chairs and one power strip and cord. All exhibitors must make provisions for the safeguarding of their own goods, materials, equipment, and display at all times and are responsible for obtaining insurance in such amounts as deemed appropriate to comply with the exhibitors' obligations herein and for the exhibitors' own protection. The space occupied by each exhibitor must be surrendered in the same condition as it was at the time of the exhibitors' use and occupation thereof (ordinary wear and tear excepted).

CANCELLATIONS & REFUNDS

All notices of cancellation must be received in writing. The date of receipt of such notice will be used as the official cancellation date. Notices received prior to **January 26, 2024** will incur an administrative fee equal to 20% of the total exhibit and sponsorship amount. Refunds will not be given for cancellations received after January 26, 2024. All refunds will be processed and returned following the completion of the course.

EXHIBITING RESTRICTIONS

All materials MUST be displayed on the table provided. No posters (hung) or projections of any kind will be allowed to be displayed. Free-standing or pop-up displays can be used behind or next to the exhibit table if it does not interfere with another exhibitor. They may not exceed 8' tall or 4' wide. The AASM reserves the right to have exhibitors remove items that are not compliant with this policy, local authorities and/or the hotel.

MEETING DATE CHANGES

The AASM may determine for any reason to cancel, suspend, reschedule or otherwise modify the dates, schedule, plans, or methods of delivery (including, but not limited to, virtual) for the Events. In such event, the Supporter agrees that all damages, costs and lost profits that it may suffer as a consequence thereof are its responsibility and not that of the AASM or its representatives, vendors, volunteers, agents or employees.

DEMONSTRATIONS/PROMOTIONAL ACTIVITIES

All demonstrations and promotional activities shall be confined to the space allotted to each exhibiting company. Exhibitors and their personnel, or any other company/organization, including those not exhibiting, are prohibited from displaying or demonstrating products, soliciting orders, or distributing advertising materials anywhere in AASM contracted space to include, but not limited to, session rooms and hotel.

DRESS CODE

The dress code at Sleep Medicine Trends is business casual. All exhibitors are required to adhere to this dress code; the AASM reserves the right to remove any exhibitor who does not comply with this dress code from the exhibit area or meeting space.

FINANCIAL STANDING

At any time leading up to Sleep Medicine Trends, if it is determined that an exhibiting organization is not in good financial standing with the AASM, AASMF, APSS, or SRS, the AASM reserves the right to cancel the booth rental and apply that money to the outstanding debts of the exhibiting organization. The organization will be informed of this decision and will have 30 days to cure all debts. Only organizations in good financial standing will be allowed to exhibit.

FDA REGULATIONS

Exhibitors should be aware of the Food and Drug Administration (FDA) restrictions on the promotion of investigational and pre-approved drugs and devices. The FDA also prohibits the promotion of approved drugs for unapproved purposes

FIRE REGULATIONS

The Fire Department has strict rules concerning fireproofing of all material used in booth construction and furnishings, as well as securing oxygen tanks and other flammable substances. Should your exhibit include an oxygen tank or other flammable substance, please be sure it is properly secured. It is necessary for you to bring the manufacturer's certification that your booth materials are fireproof. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the AASM reserves the right to cancel all or part of the exhibit proven to be irregular. If exhibitors fail to comply with applicable fire regulations,

the AASM is not obligated to monetarily refund any exhibitors.

Fire regulations prohibit the storage of empties behind any exhibit. Exhibitors may maintain a one-day supply of materials within their booth. All excess materials must be removed from the exhibit space. If you intend to use oxygen tanks, please inform the AASM on your application.

FOOD AND BEVERAGE DISTRIBUTION

Exhibiting companies will be allowed to distribute small, 1-ounce portions of individually wrapped candies. Distribution of any other food or beverage items requires approval from the AASM and is subject to the rules and regulations of the Hilton La Jolla Torrey Pines. All requests should be submitted in writing to the AASM by no later than January 12, 2024. Permission will be granted on a limited basis, and the AASM reserves the right to deny permission for any food and beverage distributions. Exhibitors may not dispense alcoholic beverages of any kind.

HANDOUTS AND GIVEAWAYS

Handouts and giveaways, including prize contests and drawings, are permitted by the AASM. Please indicate on the exhibitor application the intended handouts/giveaways. Permission for all handout and give-away items must be obtained prior to the opening of the exhibit space and materials will only be distributed inside assigned booth space. Any distributed leaflets are limited to information about the company's products/services. Exhibitors may not hand out flyers of any kind announcing events occurring at times other than the dates of Sleep Medicine Trends unless prior approval has been granted. The AASM in its sole discretion shall have the right to prohibit the distribution of any samples or handouts that violates exhibitor policies, deems objectionable, or is otherwise inappropriate.

LIABILITY

The AASM is not and will not be liable or responsible for any injuries, theft, loss, damage of whatever nature, direct or indirect, to exhibitors, their employees, agents, goods, or property of any of the foregoing from any cause or omission whatsoever.

EXHIBITOR RESPONSIBILITY CLAUSE

To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless The Hilton La Jolla Torrey Pines ("Hotel"), Hilton International, and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as American Academy of Sleep Medicine ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises Comprehensive General Liability Insurance including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the AASM with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

In addition, the exhibitor agrees to protect, save and hold the Group and all agents and employees forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, the exhibitor shall at all times, protect, indemnify, save and hold harmless the indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees or business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel or any part thereof.

AASM shall have sole power in the interpretation and enforcement of all regulations contained herein, and the power to make amendments thereto and such further regulations shall be considered necessary for the proper conduct of the exhibition. Such decisions shall be binding upon exhibitors.

PHOTOGRAPHY AND VIDEO RECORDING

Photography or video recording, other than by the AASM or press approved by the AASM, is prohibited during installation, exhibition, and dismantling. No photography or recording devices of any kind will be allowed on the exhibit space or in the meeting rooms during these times. Exhibitors have control over their rented space and may prevent those considered their competitors from gaining access to, photographing, videotaping, or otherwise mechanically recording their exhibits or presentations. If meeting attendees are photographing, videotaping, or otherwise mechanically recording exhibits or presentations, exhibitors should promptly notify meeting staff. Violation of this rule could result in the confiscation of the film or recording device, and/or the removal of the individual or exhibiting company from the exhibit space or meeting room.

REJECTION OF APPLICATION

The AASM reserves the right to reject an application, refuse rental of display space, cancel booth space after an application is approved, or curtail or close exhibits or parts of exhibits at any time prior to or during Sleep Medicine Trends. In addition, the AASM reserves the right to deny booth space to organizations and companies that are direct competitors or do not fit within the mission of AASM. The enforcement of this right is at the sole and absolute discretion of AASM management.

SELLING PRODUCTS/SERVICES ON-SITE

The AASM will permit on-site sales within the Sleep Medicine Trends exhibit space. In order to conduct on-site sales, exhibitors must strictly adhere to all applicable rules, policies and procedures prior to, during and following the course. Exhibitors choosing to participate in direct sales must clearly indicate such intent on their application and contract for exhibit space. Exhibitors are solely responsible for (i) paying all applicable state and/or city sales taxes; (ii) complying with all tax laws, regulations and policies of the meeting's host city and state; and (iii) complying with any other associated tax laws, policies, regulations or requirements. The AASM is not responsible or accountable in any way for sales conducted within the exhibit space, collection or payment of sales tax, compliance with applicable tax laws, or for any violations made by an exhibiting company concerning sales tax, or any other applicable tax laws, policies, regulations or requirements.

The exhibitor must provide all information and complete all applications requested from the host hotel, host city and/or host state prior to, during and following the course. The AASM is not liable for providing an exhibiting company's relevant information.

California and La Jolla law requires all exhibitors making sales in the exhibit space to (i) obtain California and La Jolla sale and used tax permits; and (ii) report and pay the appropriate business and occupancy taxes and collect the appropriate retail sales tax on all applicable sales. Exhibitors failing to comply with the laws regarding exhibit space sales will be removed from the exhibit space. Exhibitors must provide AASM with a list of products and/or services that are intended for sale during the meeting at the time of application. The AASM may decline the sale of any product and/or service within the exhibit space, in its sole and absolute discretion. Sales cannot be conducted outside of the Sleep Medicine Trends exhibit space at any time during the course. All exhibitors are required to adhere to the rules and regulations outlined within the exhibitor prospectus; the AASM reserves the right to remove any exhibitor who does not comply with the exhibit space or meeting space's rules and regulations.

STAFFING OF EXHIBITS

Exhibits must be staffed and operational at all times during event hours. Exhibitors vacating their booth before the closing of each day or prior to the final close of the show may be denied exhibit space at future meetings. Move-out may not begin before 2:45 p.m. on Saturday, February 24, 2024.

SUBLETTING/SHARING

No subletting or sharing of exhibit space is allowed. Exhibitors may show only products or services manufactured or dealt by them in the regular course of business. The featuring of a name or advertisement of a non-exhibiting firm or business is prohibited.

UNIONS AND CONTRACTORS

Exhibitors agree to abide by the rules and regulations concerning local unions having agreements with the exposition facility or with authorized service contractors employed by exhibit management. Only the official contractors designated by exhibit management will be permitted in exhibit areas unless otherwise authorized by exhibit management. Exhibitors are cautioned to observe the regulations as provided herein. Failure to comply with these or any other regulation or any amendments thereto may be sufficient cause to require the immediate removal of the offending exhibitors.

USE OF AASM AND SLEEP MEDICINE TRENDS NAME/LOGO

The American Academy of Sleep Medicine (AASM) and Sleep Medicine Trends name, logo and acronym are proprietary and may not be used in signs, advertising, promotions or on any product literature either inside or outside the exhibit space. This rule applies before, during and after the meeting, unless prior authorization has been received from the AASM.

SPONSORSHIP AGREEMENT TERMS AND CONDITIONS

The sponsorship opportunities detailed on the front/first page of this SPONSORSHIP AGREEMENT (the “Agreement”) is being organized by the American Academy of Sleep Medicine (“AASM”). You, the Sponsor (hereafter the “Sponsor”), agree to abide by the terms and conditions herein and those set forth on the front/first page of this Agreement.

- 1. Sponsorship.** AASM conducts sponsorship opportunities indicated on the front/first page of this Agreement, hereinafter as “Events”. The Events are included in the AASM Sleep Medicine Trends course. Sponsor desires to sponsor the Events; and AASM desires to permit Sponsor to sponsor the Events on a non-exclusive basis in exchange for certain compensation.

During the Term of this Agreement (as defined herein):

- a. AASM shall identify and acknowledge Sponsor as a sponsor of the Events, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code of 1986, as the same may be amended or supplemented (the “Code”), and the Treasury regulations thereunder. Such identification and acknowledgment shall include displaying Sponsor’s corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the Treasury regulations thereunder) on the said and applicable Events in connection with the Events, as well as on other appropriate promotional media and materials in connection with the Events. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by AASM in its sole discretion.
 - b. Sponsor shall provide to AASM, and allow it to use its trademarks, service marks, logos and other information, content and materials (in printed, electronic and/or other form) (collectively, the “Sponsor Marks”) in connection with Sponsor’s sponsorship of the Events; provided, however, that all uses of Sponsor’s Marks shall be determined by AASM in its sole discretion and shall be in accordance with Section 2 below.

2. Limited License to AASM.

Subject to the provisions of this Agreement, Sponsor hereby grants to AASM a non-exclusive, nontransferable, revocable license to use the Sponsor Marks solely in connection with Sponsor’s sponsorship of the Events (the “AASM License”). AASM shall have no right to sublicense the Sponsor’s Marks.

- a. All uses of the Sponsor Marks by AASM shall be in connection with goods and/or services of a consistently high standard of quality, commensurate with the current standards and reputation for quality associated with AASM, and the provision of the goods and/or services under the Sponsor Marks shall not reflect adversely upon the Sponsor Marks or Sponsor.
 - b. Except as expressly granted to AASM under the terms of this Agreement, all right, title and interest in and to the Sponsor Marks shall at all times remain with Sponsor. AASM shall not take any action that is inconsistent with Sponsor’s ownership of the Sponsor Marks or that would impair Sponsor’s rights in the Sponsor Marks, and all goodwill and benefits accruing from use of the Sponsor Marks shall inure to the benefit of Sponsor. AASM shall not, at any time, seek to register the Sponsor Marks.
 - c. Sponsor represents and warrants to AASM that (i) it has the full right, power and authority to license

the Sponsor Marks to AASM pursuant to this Section 2; and (ii) use of the Sponsor Marks by AASM pursuant to the terms of this Agreement will not infringe upon the proprietary rights of any person or entity.

- d. Sponsor hereby represents and warrants to AASM that as of the date hereof (i) Sponsor is a corporation duly organized, validly existing and in good standing under the laws of their residing State or Providence, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action; (ii) this Agreement is the legal, valid, and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms; and (iii) none of the execution, delivery or performance of this Agreement by Sponsor will conflict with, result in a breach or violation by Sponsor of or constitute a default under, any of the terms, conditions or provisions of any contract, agreement or other instrument to or under which Sponsor is bound or affected.

3. **Term.** The Term of this Agreement will commence on the date and year first set forth on the front/first page of this Agreement and will terminate immediately upon conclusion of the Event(s) (“Term”), unless terminated earlier by either party as set forth in Section 8 below.

4. **Contribution Schedule.**

- a. Sponsor agrees to make a cash contribution to AASM in the total amount stated on the front/first page of this Agreement in a single lump-sum with the submission of this Agreement. Sponsor acknowledges that no part of the sponsorship fee shall be returned to the sponsor.
- b. The cash contribution known as the “sponsorship fee” is compensation to the AASM for the Sponsor License, right to sponsor the event and right to receive marketing benefits from being acknowledged by AASM as a sponsor of the Event during the terms of this agreement. Sponsor agrees that the sponsorship fee is an accurate representation of the rights provided and will not request documentation of expenses from the AASM.
- c. To the extent that any portion of a payment under this Section 4 would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of such payment and the other portion of such payment shall be deemed and treated as separate payments.

5. **Obligations.** The Sponsor agrees to adhere to applicable Events deadlines and provide artwork for the Events by the deadlines put forth by the AASM. The sponsor will be forwarded a submission deadline schedule after execution of this Agreement. If submission deadlines are missed it could result in loss of benefits or opportunities associated with the said Event(s). If Sponsor fails to meet the deadlines, Sponsor is still held liable for the cash contribution outlined in Section 4.

6. **Relationship of Parties.** The relationship of sponsor and AASM to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other’s monetary credit in conducting any activities under this Agreement, or to represent that AASM is in the business of providing the products and/or services provided by Sponsor.

- 7. Indemnification.** Sponsor hereby agrees to indemnify, save and hold harmless AASM and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees or agents; (ii) any use of Sponsor's name, trademarks, service marks, logo, website or other information, materials, products or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. AASM shall promptly notify Sponsor upon receipt of any claim or legal action referenced in this Section 7. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.
- 8. Termination.** This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by one (1) of the parties hereto if such breach is not cured within thirty (30) days after written notice of such breach is received by the breaching party from the non-breaching party identifying the matter constituting the material breach; or (ii) at any time upon the mutual written consent.
- 9. Warranties.** Sponsor and AASM covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.
- 10. Waiver.** Either Sponsor's or AASM's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- 11. Governing Law.** All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Illinois. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of Illinois. Each party hereby consents to the jurisdiction of the federal, state and local courts located within the State of Illinois.
- 12. Headings.** The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.
- 13. Assignment.** This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either Sponsor or AASM without the express prior written consent of the other party.
- 14. Heirs, Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

- 15. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
- 16. Entire Agreement.** This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.
- 17. Notice.** All notices or communications required or permitted hereunder must be in writing and shall be deemed to have been duly given (a) upon delivery, if delivered personally; (b) on the first business day after transmission, if delivered by facsimile transmission and such delivery is confirmed telephonically; or (c) on the first business day after the mailing or sending of such notice by commercial overnight courier (e.g. Federal Express), to the following addresses:
- If to AASM:
American Academy of Sleep Medicine
Attention: Executive Director
2510 North Frontage Road
Darien, IL 60561
Phone: (630) 737-9700, Fax: (630) 737-9790
- If to Sponsor: the address indicated on the front/first page of this Agreement.
- 18. Severability.** All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.
- 19. Rejection of Application.** The AASM reserves the right to reject a sponsorship application. The enforcement of this right is at the sole and absolute discretion of AASM management.

The logo for AASiM is centered on a dark teal background. It features the letters 'AASiM' in a bold, yellow, sans-serif font. The 'i' is lowercase and has a dot. A registered trademark symbol (®) is located to the upper right of the 'M'. The background is decorated with abstract geometric shapes, including triangles and polygons in shades of green, brown, and blue, and several thin, yellow lines that cross the scene.

AASiM[®]