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**2020 BlueCross BlueShield**

**Information Management Symposium**

**SPONSOR AGREEMENT**

**2020 BlueCross Blue Shield Information Management Symposium**

**September 8 - 11, 2020**

**Gaylord Opryland Resort & Convention Center**

**2800 Opryland Drive**

**Nashville, TN 37214**

**615-889-1000**

Sponsor Name: (“Sponsor”)

Name and Title of Individual Representing Sponsor:

Signature of Individual Representing Sponsor:

Mailing Address:

Sponsor

Phone:

Fax:

E

-

mail Address

:

Contact Number for Day of Event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Sponsor Agreement (“Agreement”) is entered into by and between the Sponsor named above and BlueCross BlueShield of Tennessee (“BlueCross BlueShield of Tennessee, Inc.”), as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2020.

By signing below, Sponsor agrees to the terms and conditions of this Agreement and the selected sponsorship tier, as described in this Agreement. Sponsor’s signature below further constitutes the Sponsor’s agreement that Sponsor and Sponsor’s Representative named above shall participate in the 2020 BlueCross BlueShield Information Management Symposium to be held from September 8, 2020 through September 11, 2020 at the Gaylord Opryland Resort & Convention Center (the “2020 Information Management Symposium”).

Further, by signing below, Sponsor agrees that Sponsor and its organization/representative(s) understand and agree that this Agreement is the entire agreement between BlueCross BlueShield of Tennessee and Sponsor, and may only be revised or amended by a mutually written and executed written amendment.

Sponsor acknowledges that BlueCross BlueShield of Tennessee is an independent corporation operating under a license from the Blue Cross and Blue Shield Association (the "Association"), an association of independent Blue Cross and Blue Shield Plans (individually a “Plan”), permitting BlueCross BlueShield of Tennessee, Inc. to use the Blue Cross and Blue Shield service marks in accordance with the Association's licensing standards. BlueCross BlueShield of Tennessee, Inc. is not contracting as an agent of the Association or independent plans. All of the services performed by BlueCross BlueShield of Tennessee, Inc. will be performed as an independent contractor.

**Sponsor Exhibit Information and Details:**

1. Exhibit booth space is

8 feet x 10 feet in size for the **Silver** sponsor,

12 feet x 10 feet in size for the **Gold** sponsor,

16 feet x 10 feet in size for the **Platinum** sponsor.

20 feet x 20 feet in size as an island booth for the **Diamond** sponsor.

1. Exhibit space includes

6 foot long draped table and two chairs for **Silver** sponsors,

6 foot long draped table and three chairs for **Gold** sponsors,

6 foot long draped tables and two chairs, 1 highboy table and 2 bar stools for **Platinum** sponsors.

One 6 foot long draped table with three chairs and one highboy table with two bar stools for **Diamond** sponsors.

1. Additional information regarding exhibit shipping and setup, as well as contact person information, will be provided as registration is approved. Fees include unlimited free wireless internet connection per booth, carpeted vendor spaces, and electricity for all sponsors (1 outlet). Sponsors, at their own cost and expense, are responsible for shipping, necessary equipment, and material costs.
2. Sponsors, at their own cost and expense, are responsible for the complete and accurate needs identified in the application. Materials, services, etc. not identified on the application will be serviced on an as-available/able-to basis.
3. Shipping costs, setup costs, and removal costs are **NOT** included in the registration fee. Shipping instructions will be provided after BlueCross BlueShield of Tennessee, Inc. has received your paid registration and signed Agreement.
4. For sponsor levels where a presentation slot during a meal is a benefit, in order to be included in the process of assigning mealtime presentations, your registration must be complete by May 1, 2020.
5. For Diamond level sponsors, in order to have your logo included on the conference bag or lanyard, your registration must be complete by May 1, 2020.
6. The Registration Fee is non-refundable after June 1, 2020 and may only be refunded in the event that Sponsor receives BlueCross BlueShield of Tennessee, Inc.’s prior approval of a replacement Sponsor, which approval may be withheld at BlueCross BlueShield of Tennessee, Inc.’s sole discretion AND BlueCross BlueShield of Tennessee, Inc. receives a signed Sponsor Agreement and paid Registration Fee from such replacement Sponsor not later than June 1, 2020.

NOTE: Each sponsor is expected to have a booth set up and manned during scheduled networking times. BlueCross BlueShield of Tennessee, Inc. reserves the right to remove a Sponsor or Attendee for inappropriate behavior, in BlueCross BlueShield of Tennessee, Inc.’s sole discretion. Such removal will not constitute a breach of this Agreement.

**PLEASE REFER TO “IMS SPONSOR’S BENEFITS” DOCUMENT FOR DETAILED DESCRIPTION OF ALL BENEFITS INCLUDED IN EACH LEVEL OF SPONSORSHIP.**

**Sponsorship Level Selection and Registration Fee:**

Sponsor hereby selects the Sponsor sponsorship level set forth below by providing Sponsor’s authorized representative’s initials next to Sponsor’s selected sponsorship level

|  |  |  |
| --- | --- | --- |
| **Sponsorship Level and Registration Fee** |  | **Sponsor Selection** |
|  |  | **\* PLEASE INITIAL SELECTION** |
| **Diamond Sponsorship (6 attendees) $25,000** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Platinum Sponsorship (4 attendees) $18,000** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Gold Sponsorship (3 attendees) $10,000** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Silver Sponsorship (2 attendees) $6,000** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **1 add’l vendor attendee *(max 1 per company)* $1,200** |  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**SPONSOR ACKNOWLEDGES AND AGREES THAT:**

1. **EXECUTION AND DELIVERY OF THIS AGREEMENT AND DELIVERY OF THE REGISTRATION FEE AND INSURANCE DOCUMENTS REQUIRED TO BE PROVIDED PURSUANT TO EXHIBIT A DOES NOT GUARANTEE THAT SPONSOR WILL BE A CONFIRMED PARTICIPANT IN THE 2020 INFORMATION MANAGEMENT SYMPOSIUM; AND**

1. **BLUECROSS BLUESHIELD OF TENNESSEE INC. MAKES NO REPRESENTATION, WARRANTY OR AGREEMENT WHATSOEVER THAT SPONSOR WILL BE A CONFIRMED PARTICIPANT IN THE 2020INFORMATION MANAGEMENT SYMPOSIUM; AND**

1. **SPONSORS FOR THE 2020 INFORMATION MANAGEMENT SYMPOSIUM WILL BE SELECTED BY THE 2020 INFORMATION MANAGEMENT SYMPOSIUM “SELECTION COMMITTEE” AT ITS SOLE DISCRETION AND PARTICIPATION IN THE IM SYMPOSIUM IS NOT CONSIDERED CONFIRMED WITHOUT THE SPONSOR RECEIVING FORMAL NOTICE OF CONFIRMED PARTICIPATION BLUECROSS BLUESHIELD OF TENNESSEE, INC., WITH SPONSORS SELECTED FOR PARTICPATION TO BE NOTIFIED OF THE SAME *PRIOR* TO MAY 1, 2020; AND**

1. **THAT ANY SPONSORS NOT SELECTED FOR PARTICIPATION MAY, AT THE SOLE DISCRETION OF THE 2020 INFORMATION MANAGEMENT SYMPOSIUM “SELECTION COMMITTEE”, BE PLACED ON A BACK-UP LIST FOR POTENTIAL PARTICIPATION IN THE EVENT SHOULD A CONFIRMED PARTICIPANT’S AGREEMENT BE CANCELLED OR TERMINATED; AND**

1. **BLUECROSS BLUESHIELD OF TENNESSEE INC. RESERVES THE RIGHT TO CHANGE THE TOTAL NUMBER OF PARTICIPANTS AT ITS SOLE DISCRETION; AND**

1. **IN THE EVENT THAT SPONSOR IS NOT A CONFIRMED PARTICIPANT, BLUECROSS BLUESHIELD OF TENNESSEE INC. AGREES TO RETURN**

**SPONSOR’S PAYMENT TO SPONSOR AT THE ADDRESS PROVIDED BY SPONSOR ON THE FIRST PAGE OF THIS AGREEMENT.**

**Payment Terms and Conditions:**

**Payment and insurance documentation required to be provided pursuant to Exhibit A must be received by BlueCross BlueShield of Tennessee, Inc., together with Sponsor’s signed Agreement, not later than** **May 1, 2020**.

# PAYMENT can be by CHECK

**Total Payment Enclosed:** **$** or **Online:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please make checks payable to: BLUECROSS BLUESHIELD OF TENNESSEE

**ATTN:** Matt Lewis

CH-2.1I23

1 Cameron Hill Circle

Chattanooga, TN 37402

Include this signed form with **check and proof of insurance** (see Exhibit A).

**Please address questions regarding sponsorship or regarding the event(s), exhibit space, AV needs, etc. to IMS2020Sponsor@bcbst.com.**

**Send an electronic copy of your corporate logo to IMS2020Sponsor@bcbst.com no later than June 1, 2020. Include 2020 IM Symposium Sponsor Logo in the subject line. Sponsor hereby grants a license to BlueCross BlueShield of Tennessee, Inc. to use the Sponsor corporate name and logo, including any design elements, in connection with the IM Symposium including on programs, the event website, promotional materials, and any other event materials.**

i Once approved, Sponsors/participants must also individually register for the IM Symposium events and lodging on the website:

# http://imsymposium2020.com/

**Co-Presenters:**

i Sponsors may co-present on one presentation if invited to do so by one of the presenting Blue(s) Plans.

**Note:** Each Blue(s) Plan is responsible for registering the presentation and arranging the presentation date and time.

**Program Activities:**

Sponsor fees cover all 2020 Information Management Symposium events. i **Sponsor / customer private events are PROHIBITED during formal program activities, including breakfast, lunch and evening programs**.

Sponsor / Customer meetings can be scheduled before the program, during breaks or after the evening program. Deviation from this rule may affect your ability to participate in future Symposiums.

**Housing Accommodations:**

Accommodations will be made available at a discounted group rate at the following hotel:

* Gaylord Opryland Resort & Convention Center
* Sponsors must register on the symposium website to receive the discount rate. **This rate will be available through August 16, 2020, subject to availability.**

**Insurance:**

Sponsor shall, at a minimum, have in place the insurance coverage indicated on Exhibit A, and shall provide proof of coverage to BlueCross BlueShield of Tennessee, Inc. with payment of the registration fee. Failure to secure coverage and provide proof of such to BlueCross BlueShield of Tennessee, Inc. may result in disqualification of the Sponsor and Sponsor’s removal from the symposium.

**Disclaimer; Hold Harmless Clause:**

Neither BlueCross BlueShield of Tennessee, Inc., nor Gaylord Opryland Resort & Convention Center shall be liable in any way whatsoever for exhibits, displays, merchandise or any other materials left in the meeting space.

(a) Sponsor agrees to defend, indemnify and hold BlueCross BlueShield of Tennessee, Inc. and Gaylord Opryland Resort & Convention Center and each of these parties’ directors, officers, agents, employees, and related entities harmless from and against any and all claims, demands, liabilities, damages, penalties, fines, losses, attorneys’ fees and expenses, suits, judgments and settlements arising out of or in connection with any of the following:

* 1. damage to Gaylord Opryland Resort & Convention Center property or bodily injury sustained by a third party that is caused by or arising out of the negligent or willful acts or omissions by employees, agents or subcontractors of Sponsor that occur during the Sponsor’s performance of its obligations under this Agreement, even if outside the scope of the Agreement, including travel to and from the IM Symposium, or
  2. any loss, damage, or injury that may be sustained by the Sponsor and its employees in the course of their engagement or while on the premises of Gaylord Opryland Resort & Convention Center

**Governing Law:**

**Upon obtained signatures,** this Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflict of law principles, with venue for all purposes in Tennessee.

Sponsor hereby represents, warrants and agrees that it has had ample time to and has thoroughly read all of the terms and conditions of this Agreement and fully understands all terms and conditions of this agreement and has consulted with any of its legal, insurance and/or other advisors as it has deemed necessary or appropriate to consult with prior to execution of this Agreement and by Sponsor’s duly authorized signature below,

Sponsor may not assign this Agreement without BlueCross BlueShield of Tennessee, Inc.’s prior written consent. This Agreement shall be binding upon Sponsor, together with any of Sponsor’s successors, heirs and assigns.

***Sponsor agrees that Surcharges, if any, assessed by the website or credit card company associated with paying for Sponsor related items by credit card will be paid by and are the sole responsibility of the Sponsor.***

Sponsor hereby agrees to abide by all of the terms and conditions and related rules and regulations set forth in this Agreement.

**AUTHORIZED SIGNATURES:**

Company Name:

**BlueCross BlueShield of Tennessee**

|  |  |  |
| --- | --- | --- |
| Signature: |  | Signature: |

|  |  |  |
| --- | --- | --- |
| Print: |  | Print: |

|  |  |  |
| --- | --- | --- |
| Title: |  | Title: |

|  |  |  |
| --- | --- | --- |
| Date: |  | Date: |

**Exhibit A**

**Insurance Requirements**

Sponsor shall maintain the following project specific insurance coverages written by companies with an AM Best rating of A- VII or better:

1. Commercial and General Liability (ISO Form)
   1. Bodily Injury Liability and Property Damage Liability in an amount not less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate.
   2. "Occurrence" Form required.
   3. The policy must be endorsed to add BlueCross BlueShield of Tennessee, Inc. (including its subsidiaries and affiliates) as an additional insured as primary and non-contributing insurance over any other insurance that the Additional Insured may have with respect to any loss under such policy. Further, such policy shall be endorsed to provide a waiver of subrogation in favor of BlueCross BlueShield of Tennessee, Inc..

1. Worker's Compensation
   1. Statutory Coverage in accordance with the laws of the state with jurisdiction, including Voluntary Compensation and Other States.
   2. Employer's Liability with limits of not less than $1,000,000 each accident/injury, $1,000,000 each employee/disease, $1,000,000 disease/policy limit.

1. Automobile Liability
   1. Bodily Injury Liability and Property Damage Liability in an amount not less than $1,000,000 Combined Single Limit.
   2. Above to include Employer's Owned, Non-Owned and Hired Car Coverage.

1. Professional Liability Insurance
   1. If applicable. Professional Liability Insurance covering Sponsor services and activities in an amount not less than $1,000,000 each occurrence and $3,000,000 general aggregate.

1. Umbrella Liability
   1. Bodily Injury Liability and Property Damage Liability in an amount not less than $5,000,000 each occurrence and $5,000,000 general aggregate.

The Contractor shall be required to submit evidence of the above coverages at registration and again ten (10) calendar days after renewal or replacement of coverage, if the certificate expires after registration but before the start of the 2020 Information Management Symposium. Such evidence, in the form of a Certificate of Insurance, shall provide that a minimum of 30 days notice will be provided by the insurer to be delivered directly to BlueCross BlueShield of Tennessee, Inc. authorized representatives by certified mail in the event of any cancellation, non-renewal, or any modification to the aforementioned policies. All self-insured retentions shall be disclosed to BlueCross BlueShield of Tennessee, Inc. at the same time that the Certificate of Insurance is provided. Additionally, all policies shall provide that the insurance will not be cancelled, non-renewed or materially challenged without at least 30 days’ prior written notice to BlueCross BlueShield of Tennessee, Inc..

All insurers must be licensed or approved to do business and must maintain an A.M. Best rating of at least “A-“.

Sponsor shall notify BlueCross BlueShield of Tennessee, Inc. authorized representatives within 24 hours of any act or incident which occurs on the premises which might result in any claim or action regarding the above referenced coverages and policies.

**Additional Insureds**

PROJECT: BlueCross BlueShield of Tennessee, Inc. and its subsidiaries and affiliates, including its officers, agents and employees shall be named as additional insured on all of Sponsor’s insurance policies referenced in this Exhibit A.