

**The American Association of Nurse Assessment Coordination, Inc.
Business Partner Agreement and Application
Platinum Level**

This Business Partner Agreement ("Agreement") is made and entered into as of the ____ day of _____, 20__ by and between the American Association of Nurse Assessment Coordination ("AANAC"), a Colorado corporation, and _____ ("Business Partner").

AANAC is interested in obtaining participants in its Business Partner program. _____ wishes to become an AANAC Business Partner and to receive the benefits set forth on Exhibit A hereto (the "Benefits"). The parties agree as follows:

BUSINESS PARTNER INFORMATION

Contact Person to whom confirmation and additional information and notices should be sent (please print):

Name:(Mr./Mrs./Ms.) _____

Title: _____

Company Name: _____

Acronym (if to be used in materials): _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

E-Mail: _____

Business Partner's Website URL: _____

PAYMENT INFORMATION

___ Check Enclosed. Make Checks payable to AANAC.

___ Please charge my credit card: (circle one)

VISA Mastercard American Express

Card No: _____

Expiration Date: _____

Security Code _____

Cardholder's Name: _____

Signature: _____

BUSINESS PARTNERS RIGHTS/FEE

In consideration of the right to be identified and acknowledged as a Platinum Level AANAC Business Partner and to receive the Benefits of this partnership, Business Partner agrees to pay the fee to AANAC in the amount of **\$6,000** (Business Partner Fee). Payment and this signed Agreement must be returned to AANAC, 400 S. Colorado Blvd Suite 600, Denver, CO, 80246. This application will not be deemed complete until the Business Partner Fee is received in full by AANAC. **If payment is not so received, AANAC reserves the right to terminate this Agreement in its entirety, and will have no obligation to provide any Benefits hereunder.**

TERMS AND CONDITIONS

Business Partner agrees to comply with the Terms and Conditions contained in Exhibit B, which are incorporated herein by reference. Business Partner agrees to provide a copy of this Agreement to its assigned members set forth on Exhibit C ("Assigned Members") and will ensure that its Assigned Members abide by such Terms and Conditions.

FINAL AGREEMENT

Until accepted and signed by AANAC, this Agreement shall constitute only an application to become an AANAC Business Partner, which may be accepted or declined by AANAC in its sole discretion. AANAC's acceptance of Business Partner's application shall be evidenced by its signature below, at which time this Agreement shall become a binding contract. If Business Partner's application is declined, any money submitted to AANAC will be promptly refunded or Business Partner's credit card will not be charged.

EXHIBIT A BUSINESS PARTNER BENEFITS

The list of Benefits below includes those currently provided to all Platinum Level Business Partners. As AANAC continually seeks to enhance the Business Partner Program, Benefits may be modified from time to time at AANAC's discretion, but in no circumstance will the benefits below be eliminated or reduced by AANAC throughout the term of this Agreement. The current list of Benefits in effect at any time is available on AANAC's website currently located at www.aanac.org (the AANAC website).

All Benefits are provided only during the term of the Agreement. Discounts referenced below are percentage discounts taken off AANAC's standard rates for such products or services as in effect from time to time.

Services Provided to Platinum Business Partners by AANAC:

Networking

- 1) Platinum Level Business Partners are provided 4 annual AANAC memberships. (benefits attached)
- 2) Opportunity to attend AANAC annual meeting via discounted exhibit space.
- 3) Reserve early exhibit space ahead of Gold Business Partners.

Branding/Marketing

- 4) Use of Business Partner logo.
- 5) Assigned members under partnership Listed in AANACConnect member directory.
- 6) AANAC website recognition: Logo and description
- 7) Advertising Benefits
 - a. 3 preapproved placements of advertising in the AANAC LTC Leader
 - b. 2 preapproved placements of one-week advertising spots in AANACConnect
 - c. 30 days of website interior page ads on aanac.org.
- 8) Conference Exposure
 - a. Company name and logo listed in program
 - b. Company name and logo on walk in slides
 - c. Business Partner ribbons for name badges
 - d. Platinum Business Partner banner for booth
- 9) Announcement in AANAC LTC Leader
- 10) Opportunity to submit an advertorial for AANAC LTC Leader (must be approved by AANAC)

Industry Information

- 11) Opportunity to submit articles for LTC Leader
- 12) Searchable online documents library access for partner's assigned members
- 13) Searchable online FAQ access for partner's assigned members
- 14) 4 MDS 101 registrations
- 15) Opportunity to collaborate with AANAC on special projects
- 16) Opportunity to collaborate with AANAC on member/industry research

Discounts

- 17) Free Annual Conference Exhibit booth (single space. Additional booth space may be purchased at a 25% discount.)
- 18) 25% off all offerings detailed in media kit (mailing list rental excluded)
- 19) Free annual mailing list of all active AANAC members
- 20) Opportunity to purchase bulk education programs
- 21) Opportunity to purchase bulk conference registrations

EXHIBIT B AANAC MEMBERSHIP BENEFITS

The list of Membership Benefits below includes those currently provided to all AANAC members. As AANAC continually seeks to enhance the value of AANAC membership, Benefits may be modified from time to time at AANAC's discretion. The current list of Benefits in effect at any time is available on AANAC's website currently located at www.aanac.org

All 4 Membership Benefits are provided only during the term of the Business Partner Agreement.

AANAC membership benefits:

1. Bi-weekly e-newsletter, LTC Leader, featuring timely articles and questions and answers from our national discussion group
2. AANACConnect, the premiere online community and networking resource for professionals in long-term care
3. Comprehensive website with tools, regulatory updates, management information, forms, policies and procedures, clinical protocols and more. Includes the popular "Need to Know" column, featuring information that should be immediately downloaded and incorporated into day-to-day practices.
4. Fully searchable Frequently Asked Questions (FAQs) related to care for residents in facilities
5. Substantial discount to national conferences featuring recognized experts in the field speaking on the most current information related to long-term care professional practice
6. Substantial discounts on education products, including online courses, workshops and webinars.

BUSINESS PARTNER TERMS AND CONDITIONS

1. APPLICATION.

These Terms and Conditions are part of the Agreement. This Agreement will be deemed complete when (a) AANAC accepts payment of the applicable Business Partner Fee, (b) AANAC receives a completed application Form as set forth on the first page of this Agreement, the list of Assigned Members attached hereto as Exhibit (c) is completed, and (d) AANAC signs the Agreement.

2. TERM.

The term of the Agreement shall extend for one year from the date listed on page 1 of this Agreement, and will be automatically renewed for additional one-year(s) term(s) subject to the terms and conditions governing AANAC Business Partner Program then in effect, upon payment by the Business Partner of a renewal invoice and acceptance by AANAC of such payment. To the extent that this Agreement contemplates (whether or not specified) that a party shall perform an obligation after expiration or termination of this Agreement, such obligation shall survive the termination of this Agreement.

3. AANAC MAILING LISTS.

Business Partner's shall not disclose, publish, transfer, duplicate, tag, download, manipulate, reproduce, distribute, sublicense, sell or use for any unlawful or unauthorized purpose all or any portion of such AANAC member lists, nor permit any third party to do so. Direct marketing by business partner to AANAC member lists shall be determined from time to time by AANAC. The Business Partner is prohibited from making any modifications, adaptations, enhancements, changes or derivative works of member mailing lists. All rights, title and interest in the member mailing lists remains in AANAC. The Business Partner's access to and use of the member mailing lists may be monitored by AANAC at its discretion and without prior notice. AANAC makes no representations or warranties regarding the accuracy of the member mailing lists.

4. AANAC WEB PRESENCE.

The Business Partner shall have the right to be included in the Business Partner section of AANAC's website, and in various AANAC Publications, as provided in Exhibit A, at no additional charge, subject to the following terms and conditions:

(a) Business Partner grants AANAC a non-exclusive, non-transferable, revocable license during the term of the Agreement to display its name and, where applicable, its logo, as approved by Business Partner on the Business Partner section of AANAC's website, and in the LTC Leader, and the right to create a link between the Business Partner's name in such locations on the AANAC website and the URL for Business Partner's website, provided that any such uses shall be solely in connection with identifying Business Partner as a AANAC member. Use of such marks shall inure to the benefit of Business Partner. The appearance of the display and the precise manner of such linking shall be determined by AANAC at its sole discretion. Subject to the terms and conditions of this Agreement, such display of the Business Partner's name and link, if applicable, shall commence within a reasonable time period following the execution of this Agreement, or subject to the timing of publication, as applicable, and will continue until this Agreement terminates (the "Display Period").

(b) Business Partner shall be responsible for maintaining the quality, reliability and consistency of the Business Partner website. The Business Partner may not at any time use any metatags, "cookies" or their equivalent or collect any data on or track the users of the AANAC website except that the Business Partner may collect data on the number of hits originating from the AANAC website during the Display Period for Business Partner's internal use.

(c) Notwithstanding anything in this Agreement to the contrary, AANAC shall have the right, at any time and for any reason, to approve or reject any such link, terminate any link between the Business Partner website and the AANAC website, or cease the operation of the AANAC website, by providing written notice to Business Partner.

(d) Business Partner shall prepare a description of the Business Partner, its products and services not to exceed 50 words for posting on the AANAC website, Business Partner section, and elsewhere at AANAC's discretion. All such descriptions are subject to AANAC's prior approval, and may be modified by AANAC in its reasonable discretion. In addition, if the Business Partner wishes to have its logo included on the AANAC website, Business Partner will provide AANAC with a graphical file image of Business Partner's logo, with hyperlinks to the Business Partner's website, in the format requested by AANAC and otherwise according to AANAC specifications.

(e) Business Partner acknowledges: that the internet is not an error-free network and that transmissions made thereon may not be completed or may contain errors or omissions; that the internet, or portions thereof, including the link to the Business Partner's website, may become inaccessible or inoperable, in whole or part at any time; and that AANAC shall not be responsible for any loss or damage to the Business Partner resulting from any such failure.

5. EXTENT OF BUSINESS PARTNER'S RIGHTS.

The rights granted to the Business Partner are subject to the following limitations and conditions:

(a) The rights granted to Business Partner do not constitute and may not be used to imply the endorsement of the Business Partner or its products or services by AANAC.

(b) All Benefits to which the Business Partner is entitled hereunder will be subject to these Terms and Conditions.

6. RELATIONSHIP WITH AANAC MEMBERS.

To the extent that the Business Partner enters into contractual obligations with AANAC members, AANAC will not be a party to such contracts and will have no obligations thereunder.

7. COMMERCIAL SUPPORT.

Commercial support provided to AANAC by the Business Partner will in no way influence or bias the content of a continuing nursing education presentation. Arrangements for commercial exhibits cannot influence planning or interfere with a presentation, nor can they be a condition of the provision of commercial support for continuing education activities.

Advertisements and promotional materials shall not be displayed or distributed in a classroom where continuing nursing education is being presented immediately before, during or after the activity. Representatives with commercial interests are not allowed to engage in sales or promotional activities while in the space of the continuing nursing education activity.

Commercial support will be disclosed on all materials given to activity participants.

8. BUSINESS PARTNER WARRANTIES.

Business Partner represents and warrants that (a) it has the full right and authority to enter into this Agreement and to grant the licenses provided herein; (b) it has not previously granted any rights adverse to or inconsistent with the rights granted to AANAC herein; (c) any text, graphics, descriptions of the Business Partner, or any other materials to be provided by the Business Partner hereunder, (collectively, the Business Partner Content) and Business Partner trademarks, service marks, trade names, acronym, and stylized designs licensed to AANAC herein (collectively the Business Partner Marks) do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party; and (d) at the time any Business Partner Content and/or Business Partner Marks are to be featured in any AANAC publication or displayed on the AANAC website, all required consents or releases will have been obtained.

9. APPROVALS; PUBLICITY.

AANAC will determine the form and manner in which the Business Partner will be recognized in any promotional materials, including on the AANAC website, which are prepared by AANAC and which will reference the Business Partner as a Business Partner of AANAC. Any Business Partner Content or Business Partner Marks provided by the Business Partner in connection with the Benefits will be subject to advance approval by AANAC.

10. BUSINESS PARTNER'S ASSIGNED MEMBERSHIPS.

Business Partner has the right to designate the number of Business Partner members set forth in Exhibit A up to the limit specified in Exhibit A. The Business Partner's current members must be set forth on Exhibit C, which must be provided to AANAC within (30) days of the Effective Date of the Agreement. Business Partner may modify its list of members by providing written notice thereof to AANAC, and AANAC may rely on the current list of members provided such notice. Members will receive individual login capabilities to the Business Partner sections of the AANAC website. Each member must be provided a copy of this entire Agreement, and will be bound by the terms and conditions hereof.

11. RELEASE/LIMITATION OF LIABILITY/INDEMNIFICATION.

Business Partner releases, waives and discharges any claim, demand or cause of action that the Business Partner, its officers, directors, employees or agents (Releasers) may have against AANAC, its affiliate entities, directors, officers, employees, agents, members, volunteers or consultants (Releasees) for any liability for any loss, damage, claim or cause of action of any kind arising out of this Agreement or Releasers' participation in AANAC's Business Partner Program. WITHOUT LIMITING THE FORE-GOING, THE BUSINESS PARTNER AGREES THAT IN NO EVENT SHALL AANAC'S LIABILITY TO RELEASORS EXCEED THE AMOUNT OF THE MOST RECENT ANNUAL BUSINESS PARTNER FEE PAID BY THE

BUSINESS PARTNER. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS SUFFERED.

Business Partner agrees to indemnify, defend and hold Releases harmless from any loss, damage, claim or cause of action of any kind (including reasonable attorneys' fees and costs), arising by reason of (i) Business Partner's products or services; or (ii) use by AANAC of the Business Partners Content or Business Partner Marks as authorized by Business Partner; (iii) publication of any advertisement, promotion or acknowledgement by or on behalf of the Business Partner in AANAC's publications or on its website (including but not limited to the Business Partner's link) or elsewhere; (iv) Business Partner's participation in AANAC's Business Partner Program; (v) acts or omissions of the Business Partner or its representatives arising out of or related to any of the Benefits, including without limitation use of the Business Partner Logos or Member mailing lists; (vi) any contractual relationship between Business Partner and any AANAC member; or (viii) any wrongful conduct by the Business Partner. This indemnification obligation shall survive termination of this Agreement.

12. TERMINATION.

This Agreement is terminable by either party, for any reason, upon 30 days' notice, short of the above listed term of agreement. If the Business Partner materially defaults on any terms and conditions of this Agreement, AANAC may, in addition to exercising its available rights and remedies, immediately terminate this Agreement, and AANAC will not be liable for refunds of any Business Partner Fees.

The Business Partner recognizes that the AANAC Business Partner Logos and AANAC's member community possess a unique character which makes it difficult to assess the monetary damages AANAC would sustain in the event of unauthorized use. The Business Partner agrees that irreparable injury would be caused to AANAC by such unauthorized use and that injunctive relief would be appropriate in the event of breach of the terms of this Agreement governing use of the AANAC Business Partner Logos or the AANAC member community, provided that such remedy does not exclude other available remedies.

In the event of termination of this Agreement for any reasons, all licenses granted hereunder, including without limitation licenses to use the AANAC Business Partner Logos or the member community shall cease immediately, and each party shall promptly remove any link from its website to the other party's website. In the event that AANAC determines, at its sole discretion, for any reason and at any time, that AANAC does not wish to be affiliated with the Business Partner, then AANAC may terminate this Agreement by giving the Business Partner notice of such termination and a prorated refund of its annual Business Partner Fee paid (except in the case of termination as a result of a default by the Business Partner hereunder, in which case no refunds shall be owed), and AANAC shall have no further liability hereunder. In the event that Business Partner terminates this Agreement for any reason, AANAC will not be liable for refunds of any Business Partner Fees.

13. NOTICE.

Any notice required to be given pursuant to this Agreement shall be deemed to have been sufficiently given when: (a) served personally, (b) when served by first class mail, return receipt requested, addressed to either party, (c) sent by facsimile transmission to the numbers provided below and upon receipt of confirmation, or (d) sent by email to the email address below and message is received that the email is non-functioning.

Notices to AANAC shall be effective only when addressed to:
Laura Woodruff Vice President of Professional Development
American Association of Nurse Assessment Coordination
400 S. Colorado Blvd., Ste. 600
Denver, CO 80246
Fax Number: 303-758-3588
Email: lwoodruff@aanac.org

Notices to the Business Partner shall be effective only when addressed to:

Fax Number: _____
Email: _____

14. NO ASSIGNMENT.

Each party acknowledges that this Agreement constitutes a professional services agreement, and, accordingly, that neither party shall not assign or transfer any rights or obligations under this Agreement, without the prior written consent of the other.

15. GOVERNING LAW, VENUE.

This Agreement shall be deemed to have been executed and delivered within the State of Colorado, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Colorado without regard to principles of conflict of laws. The Business Partner agrees that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in the County of Arapahoe, Colorado.

16. SEVERABILITY.

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications and, to this end, the provisions of this Agreement are declared to be severable.

17. WAIVER OF BREACH.

No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

18. ATTORNEY FEES AND COSTS OF LITIGATION.

In the event that either party brings a legal action against the other to enforce any condition or covenant of this Agreement, the prevailing party shall be entitled to recover the court costs and reasonable attorney fees as part of the judgment rendered in such action.

18. ENTIRE AGREEMENT.

This Agreement supersedes all prior negotiations and agreements, proposed or otherwise, whether written or oral, between the parties concerning services provided to the Business Partner by AANAC, and this Agreement constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

Accepted and Agreed to:

Business Partner:

American Association of Nurse Assessment Coordination, Inc.

Signature: _____

Signature: _____

Date: _____

Date: _____

Name: _____

Laura Woodruff

Title: _____

Vice President of Professional Development

EXHIBIT C
BUSINESS PARTNER ASSIGNED MEMBERS

(Note: this Agreement will not be deemed final until this section is completed)

Business Partner hereby designates the following individuals as its assigned members under the benefit:

- | | |
|----------------|----------------|
| 1. Name: _____ | 2. Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| Email: _____ | Email: _____ |
| | |
| 3. Name: _____ | 4. Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ | Address: _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| Email: _____ | Email: _____ |