



JANUARY 27-30, 2019
SHERATON SAN DIEGO HOTEL & MARINA
SAN DIEGO, CA

Sponsor & Exhibitor Service Manual

OR Business Management Conference 2019

Sheraton San Diego Hotel & Marina
1380 Harbor Island Dr.
San Diego, CA 92101

Proudly Presented by
OR Manager and Access Intelligence, LLC.

For more information contact:
Jessica Davis, CEM, CMP
Sr. Operations Director
jcdavis@accessintel.com
(301) 354-1667

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GENERAL INFORMATION

Event Dates:	January 27-30, 2019
Location:	Sheraton San Diego Hotel & Marina 1380 Harbor Island Dr. San Diego, CA 92101
Exhibit Location:	Grande Ballroom A
About the Event:	In its seventh year, the OR Business Management Conference is the premier educational opportunity for operating room business managers, directors, and other perioperative services professionals to learn about the latest best practices on perioperative business operations and management from leading industry experts from across the nation.
Who is Attending:	<ul style="list-style-type: none">• Business Operations Managers• Manager Perioperative Business Operations• Director, Surgical Services• Operations Manager, Operating Room• Executive Director Surgical Service• Vice President of Patient Care Services• Director OR• Director, Clinical Planning & Facilities Management• Director of Nursing• Anesthesia Operations Consultant• Materials Manager• Program Director• IT Director• Project Engineer• Nurse Practitioner• Nurse Manager
Show Management:	Access Intelligence, LLC. 9211 Corporate Blvd., 4th Floor Rockville, MD 20850
Website:	www.orbusinessmanagementconference.com
Dress Code:	Business Formal

TABLE-TOP EXHIBIT INFORMATION

Table-Top Exhibit Info:	Each table-top exhibit comes with a complimentary 6-foot table and chairs. Internet, AV and electric must be ordered through the hotel if needed.	
Move In:	Sunday, January 27	6:00 PM – 8:00 PM
	**All sponsor display tables must be set by 8:00 PM on Sunday, 1/27. If special requests need to be accommodated, please contact Jessica Davis at jcdavis@accessintel.com .	
Networking Breaks in Hall:	<u>Monday, January 28</u>	
	Networking Breakfast	8:30 AM – 9:00 AM
	Morning Networking Break	11:00 AM – 11:30 AM
	Afternoon Networking Break	2:45 PM – 3:15 PM
	Welcome Reception	4:45 PM – 6:15 PM
	<u>Tuesday, January 29</u>	
	Networking Breakfast	8:30 AM – 9:00 AM
	Morning Networking Break	11:00 AM – 11:30 AM
	Afternoon Networking Break	2:45 PM – 3:15 PM
	<u>Wednesday, January 30</u>	
	Networking Breakfast	8:30 AM – 9:00 AM
Move Out:	Tuesday, January 29	5:30 PM – 8:00 PM
	Exhibitors are responsible for all post-show collection of materials. Any material left behind will be disposed of at the conclusion of the event.	
Shipping Address:	All shipments sent to the hotel will be handled by the Sheraton San Diego Hotel & Marina. Items may not arrive to the hotel before Thursday, January 24. Hotel reserves the right to refuse any items that arrive before January 24.	
	Sheraton San Diego Hotel and Marina 1380 Harbor Island Drive San Diego, CA 92101 OR Business Management Conference Hold for Exhibitor Name & Company: Name of Guest: Box # ___ of # ___ Content Description:	

SHOW MANAGEMENT CONTACT INFORMATION

Sales Contact:

Nancy Iannotta

Sales Representative

niannotta@accessintel.com

+1-203-899-8429

Operations & Logistics

Jessica Davis, CEM, CMP

Sr. Operations Director

jcdavis@accessintel.com

+1-301-354-1667

Ashlyn Geoffrey

Operations Coordinator

ageoffrey@accessintel.com

+1-301-354-1663

Marketing & Registration

Kristy Keller

Brand Director

kkeller@accessintel.com

+1-301-354-1779

Conference & Content

Nancy Berlin

Program Manager

nberlin@accessintel.com

+1-703-527-2764

Elizabeth Wood

Editor, OR Manager

ewood@accessintel.com

+1-301-354-1786

EXHIBITOR DEADLINE CHECKLIST

ITEM	DEADLINE	COMPLETED
Provide company description and logo in .eps format for conference materials and other marketing purposes Please email to jcdavis@accessintel.com	ASAP <i>(no later than November 30)</i>	<input type="checkbox"/>
Book your hotel room in the official OR Business Management Conference room block at the Sheraton San Diego Hotel & Marina to receive the discounted rate of \$209/night (+ tax)	January 4	<input type="checkbox"/>
Place orders for Audio Visual, Internet, and Electric. Please complete the attached PSAV order form electronically and email to sheratonsandiego@psav.com	January 11	<input type="checkbox"/>
Deadline to purchase Lead Retrieval Form	January 11	
First day to shipments are allowed to arrive at the Sheraton San Diego Hotel & Marina. The hotel reserves the right to refuse any items that arrive before the specified dates.	January 24	<input type="checkbox"/>
Register Staff: You can register online at https://www.eiseverywhere.com/307245?discountcode=EXHIBITOR	January 25	<input type="checkbox"/>

HOTEL ACCOMMODATIONS & TRAVEL INFORMATION



Sheraton San Diego Hotel & Marina
1380 Harbor Island Dr.
San Diego, CA 92101
Phone: +1 (877) 734-2726
[Website](#)

Deadline to book at the discounted rate: January 4, 2019

An exclusive discount of \$209 per night has been obtained for all OR Business Management Conference participants. Reservations can be made [online](#) or by calling the hotel at (877) 734-2726 and referencing the **2019 OR Business Management Conference**. If you have any questions, please contact Jessica Davis at jcdavis@accessintel.com.

Parking:

Self-parking: \$32.00 / Valet: \$40.00

Complimentary Airport Shuttle:

Terminal 1: After collecting your luggage, follow the "Ground Transportation" signage. Walk across the sky bridge. Take the escalator down to the ground level. Turn right. Cross the taxi/van concrete islands. Walk to 3rd island, marked "Courtesy Vehicles." Wait at any open spot on the curb.

Terminal 2: After collecting your luggage, walk across the street (toward Taxi/Hotel/Rental Car Shuttles). Walk to the 2nd island (courtesy shuttles/car rental shuttles). Turn left and walk down to area marked 'Courtesy Shuttles'

Airline Information:

Delta Airlines: Save up to 10% by booking your airfare online at www.delta.com. When booking online, select Book a Trip, click on More Search Options and enter the meeting code, **NGKDN** in the box provided on the Search Flight page. Reservations may also be made by calling Delta Meeting reservations at (800) 328-1111 Monday – Friday from 7 a.m. – 7 p.m. CDT. Additional fees may apply.

United Airlines: Save up to 10% by booking your own airfare online at www.united.com. Choose your flight times and access your discount by inserting **ZFXK882468** in the Offer Code box. Or call your travel professional or United Meetings at (800) 426-1122 for reservations. Refer to Z Code: **ZFXK** and Agreement Code: **882468** (A \$25 service fee will be collected for all tickets issued through United Meetings Reservation Desk). Final discount applied will be based off the fare code assigned to the purchased ticket.

SHIPPING INSTRUCTIONS

All shipments sent to the hotel will be handled by the Sheraton San Diego Hotel & Marina. Packages for the hotel will be received up to a maximum of three (3) days prior to your meeting. Items may not arrive to the hotel before Thursday, January 24. The hotel reserves the right to refuse any items that arrive before January 24. Return shipping charges for items received outside of this window are the responsibility of the shipper. Please contact Jessica Davis at jcdavis@accessintel.com for special arrangements, if necessary.

Sheraton San Diego Hotel and Marina
1380 Harbor Island Drive San Diego, CA 92101
OR Business Management Conference
Hold for Exhibitor Name & Company:
Name of Guest:
Box # ___ of # ___
Content Description:

Please use attached shipping labels for assistance.

Shipping Do's

- DO make sure your packages are labeled correctly.
- DO make sure you are aware of the various deadlines and when the hotel can start accepting shipments.
- DO bring the tracking information with you in case a problem comes up.
- DO plan accordingly and allow plenty of time for your shipment to arrive.

Shipping DON'TS

- DON'T forget to properly label all packages with the address and information listed above.
- DON'T leave old labels or barcodes on reused boxes.
- DON'T if at all possible wait until the last minute to ship your booth materials. The more last-minute things there are the more opportunity for something to go wrong.

SHIP TO: Sheraton San Diego Hotel & Marina

1380 Harbor Island Dr.

San Diego, CA 92101

Name of Conference: OR Business Management Conference

Hold for: (Exhibitor Name & Company)

Name of Guest: _____

Box #: _____ of _____

Content Description: _____

SHIP TO: Sheraton San Diego Hotel & Marina

1380 Harbor Island Dr.

San Diego, CA 92101

Name of Conference: OR Business Management Conference

Hold for: (Exhibitor Name & Company)

Name of Guest: _____

Box #: _____ of _____

Content Description: _____

Package Handling Services – Sheraton San Diego

Materials and Packages should be addressed as follows:

Sheraton San Diego Hotel and Marina

1380 Harbor Island Drive San Diego, CA 92101

Name of Conference:

Hold for Exhibitor Name & Company:

Name of Guest:

Package Handling Services

We also ask that boxes be numbered "1 of 6", "2 of 6", "3 of 6", etc. This way we will know when incomplete shipments are received & can make you aware as soon as possible. Please also indicate on the outside of the box any content descriptors ('Name Badges', 'Binders', 'Registration Materials', etc) that you would like us to note when entering the item into our package management system if you will be picking up materials at different times or having items delivered to multiple locations. Please also note that all packages sent to and from the hotel will incur a handling charge based upon the weight of each item according to the fees list:

Standard Handling Fees

All packages are to be delivered to the loading dock and will be stored in the Package Room. If the boxes are delivered within the three day allowed arrival time, no fees will be asked for storage. Charges incurred shall be applied to the receiver of material, thus, applied to either an individual guest room account/folio or Group Master Account. These charges cover the cost of labor, processing, receiving, tracking, storage and delivering. The price of receiving will be based on pounds and will include storage. If storage exceeds 3 days, a \$25.00 per item/day storage fee will be added. The weights will be taken off the FedEx, UPS, DHL, or Amazon boxes. These packages do not need to be weighed at the hotel. On rare occasions, packages may come from another source without weight information. In these cases, weights will be determined by the hotel scale. Charges do include delivery to the location of the recipient's choosing within the hotel per request and are for receiving and storing materials for up to 90 consecutive days.

Package Handling Fees Inbound and Outbound

Package Handling Inbound and Outbound	
STANDARD PACKAGES	HANDLING FEES
0-5 lbs	\$5.00
6-10 lbs	\$10.00
11-25 lbs	\$20.00
26-40 lbs	\$30.00
41-75 lbs	\$50.00
76-149 lbs	\$70.00
LG PKGS 150+ lbs ALL FREIGHT	\$0.50/lb

Special Service Fees

Palletize services, shrink wrap services, package handling attendants, fork lift and driver, shipping attendants and relocation services within the hotel for standard packages, oversized packages, pallets and freight are available for additional fees as indicated. Additional services are available including storage and collect-on-delivery. Standard U.S. pallet size is 40"x48" and clearance is 72" high.

Disassembly and reassembly for each oversized pallet, crate or freight is subject to a \$100 special handling fee. Shipments for exhibitors must be sent directly to the selected drayage company. Hotel may provide drayage and exhibit company contact partners. In the even an exhibitor ships directly to the hotel, exhibitor shipments will be subject to hotel shipping and handling fees.

Please contact the Package Handling Services Team through email

0127_PackageRoom@starwoodhotels.com to make arrangements in advance for delivery or for assistance with additional package handling service needs. Fees listed are current fees and can change without notice.

SPECIAL SERVICE FEES

SHRINK WRAP SERVICES

Package Handling Services will provide Shrink Wrap Services for guests who have pre-assembled pallets. Each pallet is built by the guests and the hotel will assist with shrink-wrapping or strapping each pallet for the guest. \$25.00

PALLETIZE SERVICES

Package Handling Services will palletize boxes before shipment. Palletize Service includes building, stacking, wrapping, and adding straps to each pallet. This service fee is per pallet and in addition to handling fees. \$100.00

SPECIAL HANDLING SERVICES

Package Handling Services will provide special handling services for guests and meeting planners. These services are available per hour and include but are not limited to: Package Handling Attendants, Fork Lift and Driver, Shipping Attendants, and Relocation Services within the Hotel for standard packages, oversize packages, pallets, and freight. Advanced ordering recommended. \$100.00

DAILY PACKAGE STORAGE

Complimentary for 3 Days. After 3 Days, fee per item – per day. Per Item Per Day \$25.00
Items will not be stored for more than 90 consecutive days.

COLLECT-ON-DELIVERY

Package Handling Services will Cover Collect-On-Delivery Charges up to \$999.99. C.O.D. Charges of \$1,000 or more will not be covered by the hotel.

C.O.D. COST	FEES
\$0-\$99	\$25.00
\$100-\$499	\$50.00
\$500-\$999	\$100.00

Please contact the Package Handling Services Team at 00127_PackageRoom@starwoodhotels.com to make advanced arrangements for delivery or for assistance with additional package handling service needs. Fees listed are current fees and can change without notice.



EXHIBITOR SERVICES

Create the ultimate brand experience with a sensory-rich environment that drives attendee interest.



Sheraton
SAN DIEGO HOTEL & MARINA

NAME OF CONFERENCE		START DATE	END DATE	NO. OF EVENT DAYS
ORGANIZATION NAME		ON-SITE CONTACT NAME		ROOM/EXHIBIT BOOTH NO.
STREET ADDRESS		CITY	STATE	ZIP CODE
TELEPHONE NUMBER	DELIVERY DATE	DELIVERY TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	PICKUP DATE	PICKUP TIME <input type="checkbox"/> AM <input type="checkbox"/> PM
EMAIL ADDRESS		ORDERED BY		

ORDERING INSTRUCTIONS: To guarantee equipment availability and advanced-rate pricing, place your order at least 14 days prior to delivery. Prices are for exhibit floor only. Operator labor, if requested, is subject to the prevailing hourly rate with a five-hour minimum. The total charge per item is determined by multiplying the price by the quantity ordered by the days rented.

PSAV WILL CONTACT YOU DIRECTLY FOR PAYMENT INFORMATION. EQUIPMENT PRICING IS PER DAY.

Tax Exempt Status – If you are exempt from payment of sales tax, we require you to forward an exemption certificate for the state in which the services are to be provided.

Cancellations – Cancellations received within 48 hours of the scheduled delivery date are subject to a 50 percent fee applicable to equipment and tax. Cancellations received on the day of scheduled delivery or “no shows” are subject to the full amount of the order, including installation, drayage and tax. Labor and/or service charges may apply and/or loss damage waiver.

Form Submission – Email completed forms to: sheratonsandiego@psav.com.

All forms must be completed electronically.

MONITORS

	PRICE	QTY	DAYS	TOTAL
24" monitor with table stand	\$ _____	_____	_____	\$ _____
42" LCD monitor with table stand	\$ _____	_____	_____	\$ _____
46" LCD monitor with table stand	\$ _____	_____	_____	\$ _____
55" LCD monitor with table stand	\$ _____	_____	_____	\$ _____
65" LCD monitor with table stand	\$ _____	_____	_____	\$ _____
Floor stand	\$ _____	_____	_____	\$ _____

ACCESSORIES

	PRICE	QTY	DAYS	TOTAL
Laptop	\$ _____	_____	_____	\$ _____
Flip chart	\$ _____	_____	_____	\$ _____

PSAV does not supply dongles.

INTERNET PRICING IS PER SHOW

	PRICE	QTY	TOTAL
Wired internet connection	\$ _____	_____	\$ _____
Wireless internet connection	\$ _____	_____	\$ _____
Dedicated bandwidth	Please contact PSAV for quote		

RIGGING

All rigging requests should be placed using the [Rigging Request Form](#).

CUSTOM ITEMS

Contact PSAV for custom item pricing.

	PRICE	QTY	DAYS	TOTAL
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____
_____	\$ _____	_____	_____	\$ _____

SPECIAL REQUESTS

POWER

	PRICING IS PER SHOW	ADV RATE	QTY	STD RATE	QTY	TOTAL
120V – 5 AMP	\$ _____	_____	_____	\$ _____	_____	\$ _____
120V – 10 AMP	\$ _____	_____	_____	\$ _____	_____	\$ _____
120V – 20 AMP	\$ _____	_____	_____	\$ _____	_____	\$ _____
Power strip and 25' AC cable	\$ _____	_____	_____	\$ _____	_____	\$ _____

ORDER SUMMARY

	TOTALS
Equipment	\$ _____
Internet	\$ _____
Power	\$ _____
Service Charge (25%)	\$ _____
Sales Tax (7.75%)	\$ _____
TOTAL DUE	\$ _____

If PSAV is required to mount a monitor above 5' from the floor, additional labor will be applied. Call for a quote. PSAV is NOT responsible for attaching the hardware to the structure. Please ensure the hardware is attached to the structure PRIOR to your installation.



SPONSORSHIP CONTRACT

Nancy Iannotta

Sales Representative

Access Intelligence (AI)

761 Main Avenue, 2nd Floor

Norwalk, CT 06851

Ph: 203-899-8429

Fax: 203-286-1996

Email: niannotta@accessintel.com

1. Contact Information (will receive all correspondence about the show)

Name _____

Title _____

Company/Organization _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Country _____

Phone _____ Ext _____ Fax _____

Email _____ Website _____

1. Lead Generation

☐ Lead Generation \$325

You will receive your leads from the show within two weeks.

2. Notes

3. Payment Terms

In consideration of company's participation as a sponsor, the participating sponsor shall pay to Access Intelligence, LLC the total sponsorship fee, which shall be payable (a) at 50% at contract signing and (b) the balance on or before September 15, 2018. For contracts received on or after September 15, 2018, and to the first day of the event, 100% of the fee will be due with the contract.

All fees are deemed fully earned by Access Intelligence, LLC and non-refundable when due unless Access Intelligence, LLC denies this application, in which case fees already paid will be refunded.

4. Sponsor Signature

Sponsor expressly represents and warrants to Access Intelligence, LLC that it has the authority to enter into this Agreement and that the person signing this Agreement is authorized by the company to execute this Agreement and bind the company to the terms set forth herein and on the reverse side of this Agreement.

Sponsor has executed this Agreement as of:

Date: _____

Sponsor Company: _____

Print Name: _____

Signature: _____

5. Payment Information

Total Due \$ _____

☐ Check Enclosed (Make checks payable to Access Intelligence)

Amount submitted in U.S. Dollars \$ _____

☐ Please Invoice

☐ Payment by Credit Card:

☐ Visa ☐ MasterCard ☐ American Express ☐ Discover

Card Number _____

Expiration Date _____ CVV # _____

Signature _____

Print Name on Card _____

6. Acceptance

FOR Access Intelligence, LLC USE ONLY:

Accepted By: _____

Date: _____ Booth #: _____

Cost: \$ _____

Product Supplied By: _____

Access Intelligence, LLC reserves the right to accept or reject this Agreement in its discretion. If this Agreement is accepted, Access Intelligence, LLC will invoice the exhibitor for fees due hereunder. The sending of such invoice will constitute evidence of acceptance, so that this will become a contract binding both exhibitor and Access Intelligence, LLC



ACCESS INTELLIGENCE, LLC TERMS & CONDITIONS

1. CANCELLATION BY SPONSOR:

(a) After acceptance by Access Intelligence, LLC, Sponsor may cancel or reduce the scope of this Agreement only with the specific written consent of Access Intelligence, LLC. Any requests for cancellations or other modifications of this Agreement, including reductions in sponsorships, must be submitted to Access Intelligence, LLC in writing and will be granted or denied in the sole discretion of Access Intelligence, LLC.

(b) If Access Intelligence, LLC accepts any cancellation or modification of this Agreement, the sponsor shall be subject to the following cancellation fees, which shall be deemed to be liquidated damages and not a penalty:

50% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after February 29, 2018 and before September 15, 2018.

100% of the specified fee if the cancellation notice is received and accepted by Access Intelligence, LLC on or after September 15, 2018.

For modifications that constitute less than a complete cancellation, the amount of liquidated damages will be determined by Access Intelligence, LLC, based on a reasonable pro-ration of the foregoing.

(c) Subsequent replacement of the sponsorship cancelled by the sponsor does not relieve sponsor of the obligation to pay the cancellation fee.

(d) If the cancellation fee due to Access Intelligence, LLC exceeds the amount previously paid by the sponsor for the sponsorship, the sponsor must pay the balance to Access Intelligence, LLC within 30 days of Access Intelligence, LLC's acceptance of the written cancellation/modification request. If the cancellation fee due to Access Intelligence, LLC is less than the amount previously paid by the sponsor, Access Intelligence, LLC will refund the excess to the sponsor 30 days following the event.

2. APPROVALS AND DELIVERY:

All materials that are supplied by the sponsor are subject to approval by Access Intelligence, LLC. To provide for such approval, all such materials must be submitted by the sponsor to Access Intelligence, LLC no less than 45 days prior to the first day of OR Business Management Conference programs.

If sponsor is supplying logos and other materials for Access Intelligence, LLC's production, such goods must be received by Access Intelligence, LLC or it's designated contractor at the predetermined and agreed date, which is to be no less than 30 days prior to the first day of OR Business Management Conference programs. Delays caused by the failure of the sponsor to provide required materials may cause the omission of the logos or the materials specified in the appropriate sponsorship.

If sponsor is supplying the finished product, such goods must be received by Access Intelligence, LLC or it's specified contractor no less than 14 days prior to the first day of OR Business Management Conference programs.

3. INDEMNITY:

Sponsor agrees to indemnify, defend and save harmless Access Intelligence, LLC, and its officers, employees and agents, from and against any and all liability for the content of sponsor's advertisements and/or sponsorships purchased hereunder (including text, illustrations, representations, sketches, maps, trademarks, labels, or other copyrighted material) and for the unauthorized use of any trademarks or copyrighted materials or any person's name or photograph arising from the reproduction and display of the advertisements purchased hereunder.

4. RULES AND REGULATIONS:

Sponsor agrees to abide by all rules and regulations governing the event, which are promulgated by Access Intelligence, LLC and its management. If sponsor fails to comply with such rules, or with the terms of this Contract, Access Intelligence, LLC may, in its discretion, deny sponsor the right to proceed with its sponsorship and require sponsor to forfeit all fees theretofore paid under this Agreement.

5. SAMPLES:

Sponsor agrees to hold Access Intelligence, LLC harmless should the final product differ from the sample shown and sponsor will not be entitled to any financial or other compensation.

6. CANCELLATION OR POSTPONEMENT OF SHOW:

In the event that any unforeseen occurrence shall render the fulfillment of this Agreement impossible or inadvisable by Access Intelligence, LLC, this Agreement shall be amended or terminated as determined by Access Intelligence, LLC to be appropriate. Sponsor hereby waives any claim against Access Intelligence, LLC for damages or compensation in the event of such amendment or termination. As it determines to be appropriate, Access Intelligence, LLC may return a portion of the amount paid for sponsorship after deduction of any amounts necessary to cover expenses incurred in connection with the OR Business Management Conference programs. Such expenses shall include, but not be limited to, all expenses incurred by Access Intelligence, LLC as a result of contracts with third parties for services or products incidental to the OR Business Management Conference programs, including out of pocket expenses incidental to the OR Business Management Conference programs, and all overhead expenses attributable to the production of the OR Business Management Conference programs. Access Intelligence, LLC shall not be financially liable in the event the OR Business Management Conference program is interrupted, canceled, moved, or dates changed.

7. SPONSOR DEFAULT:

If Sponsor is in default of any obligation to Access Intelligence, LLC (including specifically failure to pay Access Intelligence, LLC within 30 days of invoice), Access Intelligence, LLC may terminate Sponsor's right under this contract to participate in the OR Business Management Conference programs. If Access Intelligence, LLC elects to exercise such right of termination, it shall first give Exhibitor written notice stating its intent to terminate and the action that Exhibitor must take to avoid termination. If Sponsor fails to cure the default within 10 days of the date of notice from Access Intelligence, LLC, Sponsor shall have no further right to participate in the OR Business Management Conference programs. Access Intelligence, LLC's liability to return any amounts paid by Sponsor under this contract will be limited as set forth in paragraph 6 above. Furthermore, Access Intelligence, LLC may retain any amount that would otherwise be returned to Sponsor and apply such retained amount to satisfy the liability to Access Intelligence, LLC for which Sponsor is in default.

8. MISCELLANEOUS:

(a) Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of this Agreement. The rights of any party shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of such party. (b) If any provision of this Agreement is held invalid or unenforceable, neither the remaining provisions of this Agreement nor other applications of the provisions involved shall be affected thereby. (c) This Agreement shall be interpreted under the laws of the State of Maryland. The parties agree that any dispute arising under this Agreement will be submitted to the federal or state courts of the State of Maryland. (d) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and specifically supersedes all prior agreements or commitments, whether in writing or oral. No amendment or modification to this Agreement shall be valid and binding on the parties unless set forth in writing and signed by both parties.