



Medallion Plan Advertising Agreement

This agreement involving the Colorado Dental Association and _____ is subject to the parameters set-forth below:

- Plan purchased (Platinum, Gold, Silver or Bronze): _____ Plan cost: \$ _____
- The term of agreement is for one year. Agreement dates: Beginning: _____ Ending: _____
- All benefits provided by the stated plan are in force for the agreed one-year term, unless earlier terminated as provided hereunder or renewed for a definite period as set forth in a writing signed by both parties.
- Plan payment is due at the signing of this agreement.
- Under the Medallion Plan, the purchasing company shall be an advertiser of the CDA. **Participation in the Medallion Plan does not create a partnership or joint venture between the purchasing company and the CDA. The Medallion Plan is not an endorsement by the CDA of the purchasing company, its products or services.** Further, no employee, officer or director of the purchasing company shall be deemed to be an employee or agent of the CDA by reason of the provisions of the Medallion Plan, nor shall any employee, officer or director of the purchasing company be entitled to any remuneration or other benefits from the CDA by reason of the provisions of the Medallion Plan.
- **Advertisement benefit:** The purchasing company is responsible for providing the CDA with materials for all advertisements.
 - Advertisements desired that are outside the purchased plan benefits will be subject to additional charges at CDA prevailing rates.
 - The purchasing company must meet publication deadlines and specifications for desired advertising.
 - The purchasing company will adhere to CDA publication policies.
 - Publication dates are tentative and subject to change without notice.
- **CDA meeting room rental benefit (Platinum Members only):**
 - Use of CDA meeting rooms requires a 30-day advanced reservation and signed Colorado Dental Association Limited Liability Company (CDALLC) rental agreement. Rooms are subject to availability and all CDALLC rental terms MUST be followed (see attached).
 - Purchasing company is responsible for all room support arrangements and the procurement of, but not limited to, catering, audiovisual equipment, etc. The purchasing company also agrees to abide by building policies and regulations set forth by the building owners, CDALLC.
 - Meetings/gatherings at the CDA building must be related to the field of dentistry and be open for all CDA members to attend.
- **Logo use benefit:** During the term of this agreement, the CDA grants permission to the purchasing company to use the CDA Medallion Plan logo. However, the purchasing company shall not use the CDA Medallion Plan logo in any manner that states or implies that the purchasing company is an endorsed vendor or partner of the CDA. All promotional materials MUST be approved by the CDA prior to their use by the purchasing company. The purchasing company will notify the CDA of such promotional materials prior to use. Unless the CDA objects the use of such materials within 15 days following notice, the CDA will be deemed to have granted its approval. Upon termination as provided for in the Medallion Plan, the purchasing company's permission to use the CDA materials described in this paragraph shall be immediately forfeited by the purchasing company to the CDA, and the purchasing company shall promptly surrender and return all such materials in its possession to the CDA, and remove any logos and materials from the purchasing company's Website. CDA's rights to the use of its logo will be strictly enforced.
- **Mailing label/data benefit:** The CDA requires five working days to fill mailing label/data requests from the purchasing company. The purchasing company must comply with current CDA label policies. Prior CDA approval of marketing materials for CDA membership mailing list use is required.
- **Annual Session benefit:** The purchasing company will comply with the CDA Annual Session planning requirements and regulations. It is the purchasing company's responsibility to staff and manage their participation at the Annual Session.

- **Website benefit:** A link between the CDA Website and the purchasing company Website will be active for the term of the agreement only.
- Plan benefits are annual benefits and may not be accumulated and applied to subsequent term years after each annual expiration date. The CDA reserves the right to terminate a Medallion Plan participant for any reason, at any time. The CDA may terminate the Medallion Plan on 30 days prior written notice of a material breach by the purchasing company that is not cured within that 30 day period, except for disputes involving payment by the purchasing company to the CDA in which case the CDA may terminate the Medallion Plan on ten days prior written notice of such failure if such failure is not cured within that ten day period. All notices required to be delivered under the Medallion Plan shall be in writing and sent to the respective parties at the addresses set forth herein, unless another address shall have been subsequently designated in writing, and shall be delivered by hand or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed given as of the date when delivered or sent by registered or certified mail. Should the CDA determine that the purchasing company has misrepresented the Medallion Plan to solicit or retain clients, the CDA will immediately terminate purchasing company's Medallion Plan without any refund to the purchasing company.
- Indemnity: The purchasing company agrees to indemnify and hold harmless the CDA, its officers, members, directors, and employees from any and all loss or damage the CDA may suffer as a result of costs or judgments, including, but not limited to reasonable attorney fees and related expenses incurred in defense of a claim or judgment incurred in connection with the license and other rights granted by this agreement.
- The rights granted by this agreement are personal to the purchasing company and may not be assigned by the purchasing company without the prior written consent of the CDA.
- This agreement contains the entire agreement between the parties and supersedes all prior agreements, representations, negotiations, statements or proposals related to the Medallion Plan.

Colorado Dental Association

Purchasing Company: _____

Signature: _____

Signature: _____

Title: _____

Printed Name & Title: _____

Date: _____

Date: _____

Address: _____

Phone, Fax: _____

E-mail: _____

Payment Must Accompany Medallion Plan Contract

Plan Cost/Amount Due: \$ _____

Check # _____

Visa **MC** **AmEx** **Discover** **Credit Card #** _____ **Exp. Date** _____

Name on Card: _____ **CVC:** _____

Authorized Signature: _____