

ACCP DOOR DROP SERVICE AGREEMENT

This Service Agreement is entered into by and between the American College of Clinical Pharmacy, ("ACCP"), located at 13000 W. 87th St. Parkway, Suite 100, Lenexa, KS 66215 and the following company (the "Company"):

Company Name: _____

Company Street Address: _____

City, State and Zip Code: _____

Company Contact Person (Name and Title): _____

Phone: _____ Fax: _____

E-mail Address: _____

1. Company hereby retains ACCP to provide services (as hereinafter defined) during the ACCP 2009 Annual Meeting to be held October 18–21, 2009 in Anaheim, California. "Door Drop Service" shall be herein defined as the arrangement by ACCP for the delivery of promotional literature, including product literature, symposium information, special exhibit booth promotions and/or related literature directly to the hotel rooms of ACCP meeting attendees.

2. Company agrees that it shall submit all proposed promotional literature to ACCP for approval prior to arranging for printing of materials. Proposed materials shall be transmitted to ACCP via e-mail or facsimile as follows:

Via e-mail: gmiles@accp.com (PDF files)

Via fax: (913) 492-0088, Attn: Gretchen L. Miles, CMP

ACCP will not distribute literature with respect to promotional materials that were not approved by ACCP in advance.

3. Company hereby authorizes ACCP to deliver its Door Drop materials to the entire room block on Saturday, October 17 for a fee of \$1,800 (or \$1,925 for literature announcing official ACCP satellite symposia). Additional charges may apply for items other than print pieces, pieces larger than 8 ½ x 11" and/or pieces that weigh more than 2 ounces.

Payment (including credit card payment) must be received by ACCP by September 25, 2009, in order for Door Drop Service to be performed. Cancellations (in writing) will not be accepted after September 25, 2009.

Method of payment (check one): _____ Check _____ Credit Card
Card type _____ Card number _____
(3 or 4 digit) CID Number _____ Expiration date _____
Name of card holder _____
Billing address (if different than above) _____

4. Company agrees to arrange for shipment of ACCP-approved Door Drop materials for arrival at the ACCP office no later than September 25, 2009 (address provided at the bottom of this form). Company understands and agrees that **time is of the essence** in the performance of its shipping

obligations hereunder, and in the event that the materials are not received by that date, Company's materials may not be distributed pursuant to this agreement or an additional fee may apply. **Print quantity – 600 pieces.**

5. ACCP will use its best efforts to ensure that distribution is made in accordance with the terms of this agreement; however, ACCP shall not be liable to Company or any third party for any loss or damage incurred by Company or any third party as a result of a hotel's failure to deliver Company's promotional materials.
6. Any dispute or disagreement that may arise between the parties hereto in connection with this agreement, which is not settled to the mutual satisfaction of the parties within thirty days (or such longer period as may be agreed upon) from the date that either party informs the other party in writing that such dispute exists shall be settled first by nonbinding mediation in the city of Lenexa, Kansas. The fees and costs of the mediation shall be borne equally by the parties. In the event the dispute is not resolved pursuant to mediation, then it shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
7. This agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to any choice or conflict of law provision or rule (either of the State of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kansas. This is the entire agreement between the parties with respect to the subject matter hereof. Any modifications must be in writing and signed by both parties. Remaining overage of material will be discarded.

COMPANY

ACCP

Printed Name

Printed Name

Signature

Signature

Title

Title

Date

Date

Return to:

ACCP

Attn: Gretchen L. Miles, CMP
13000 W. 87th St. Parkway, Suite 100
Lenexa, KS 66215
Fax: (913) 492-0088
E-mail: gmiles@accp.com
Phone: (913) 492-3311