

2017 NYSSBA Convention & Education Expo Exhibitor/Sponsor Contract

EDUCATION EXPO DATES/HOURS: THURSDAY, OCT. 12 • 3:00 – 6:00 P.M./FRIDAY, OCT. 13 • 8:00 A.M. – 5:00 P.M.

TWO CONVENIENT WAYS TO RESERVE YOUR PACKAGE

- 1 Online: www.nyssba.org/2017expo (If paying by credit card, you must register online.)
- 2 Email: Completed contract to archa.wachowicz@nyssba.org

CONTACT INFORMATION

Primary contact will receive all correspondence, exhibitor instructions and the necessary forms required to exhibit. Please keep us advised of any changes to the contact person as it will affect our ability to share important information.

Primary Contact Person: _____

Company: _____

Company Name for Booth Sign: _____

Phone: (_____) _____ – _____ Ext.: _____ Cell: (_____) _____ – _____

Email: _____

Address: _____

City: _____ State: _____ Zip: _____

A pre-registration attendee list will be emailed to the contact person one month prior to the Convention. A post-registration attendee list will follow after Convention. The lists will include the district mailing address. No email addresses or phone numbers will be released.

PROGRAM BOOK EXHIBITOR DIRECTORY INFORMATION

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ – _____ Website: _____

Description of product and/or services (maximum 40 words)

Product categories your company offers (List up to three. See category listing at www.nyssba.org/2017expo for reference.):

An online show listing is included with all commercial exhibit space rentals and sponsorship packages. This listing will include company name, address, phone, website address (hyperlinked to site), a 40-word description of the company and product categories.



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EXHIBIT SPACE (BOOTH ONLY)

Booths

- 8' x 10' Booth (\$1,800)
- 8' x 20' Booth (\$3,400)
- Larger exhibit space available – contact Archa Wachowicz at archa.wachowicz@nyssba.org

School Buses

- Single Bus Space (\$3,000)
- Double Bus Space (\$5,400)

SOLD

Exhibit Booth Choice: (See floor plan at www.nyssba.org/2017expo)

1st choice _____ 2nd choice _____ 3rd choice _____

Every effort will be made to place you in one of your booth choices. Exhibit space is assigned on a first-come, first-serve basis. NYSSBA reserves the right to make the final determination of all space assignments in keeping with the best interest of the exhibition.

Other exhibitors to be:

Near: _____ Away from: _____

ADVERTISING OPTION

All ads are 4-color

- Convention Program full-page ad – \$1,200
- Convention Program half-page ad – \$800

ADVERTISING STANDARD: NYSSBA solely reserves the right to reject any advertising that conflicts with the objectives, standards and/or programming of the Association.

PAYMENT

NOTE: If paying by credit card, please register online at www.nyssba.org/2017expo

Exhibit Package (Booth only):

8'x10' Booth (\$1,800) 8'x20' Booth (\$3,400) Single Bus Space (\$3,000) Double Bus Space (\$5,400) \$ _____

Advertising Option:

Full-Page (\$1,200) Half-Page (\$800) \$ _____

Sponsorship Package: (See the 2017 Exhibitor & Sponsorship Prospectus)

Level: _____ Sponsored Item: _____ \$ _____

TOTAL AMOUNT: \$ _____

AGREEMENT

The undersigned agrees to all terms, regulations and conditions set forth by NYSSBA in the 2017 Rules & Regulations. NYSSBA solely reserves the right to reject any exhibitor that conflicts with the objectives, standards and/or programming of the Association.

Name: _____ Title: _____

Signature: _____ Date: _____

All cancellations are subject to terms included in the 2017 Rules and Regulations.



2017 NYSSBA Convention & Education Expo Exhibitor Rules & Regulations

- A. CONTRACTUAL RESPONSIBILITY.** These rules and regulations stated here constitute a bona fide part of the contract for space. New York State School Boards Association (NYSSBA or the Association) reserves the right to render all interpretations and decisions, should questions arise. NYSSBA's decisions and interpretations shall be accepted as final in all cases. It is the responsibility of the exhibiting firm to be fully familiar with these Exhibitor Rules & Regulations and to see that all company representatives attending the Education Expo are also familiar with them. The Exhibitor shall be bound by rules and regulations set forth herein and by such amendments or additional rules and regulations that may be established by the Association.
- B. BOOTH MATERIALS.** The Official Convention General Service Contractor as named by the Association will process orders and furnish services as may be required by the Exhibitor. Nails, pins, tacks, etc., must not be used on booth posts or drapes. No products or materials shall be hung, affixed, taped, glued, nailed and/or attached to any wall, seating or column. **All Exhibitors are responsible for reviewing the provided Exhibitor Manual to become acquainted with mandatory rules related to shipping, electrical connections, Wi-Fi internet connections, material handling, auxiliary services and labor, decorating, ordering additional booth materials and services in advance, union requirements and storage of empty containers, etc.**
- C. ATTENDANCE.** The Association shall have sole control over all admission policies at all times. Representatives of the Exhibitor will be required to register and wear an appropriate badge while in attendance in the exhibit hall. Exhibitor shall not: (1) make any material change in its exhibit or the displays therein after the initial installation; (2) **fail to keep its exhibit fully open and properly staffed during the specified exhibit hours.** The Association reserves the right to limit the number of exhibitor registrations to five (5) per 8' x 10' exhibit space or sponsor. Name badges are not transferable to any other individual associated with the Exhibitor or any other exhibiting company. All representatives must be employees and/or consultants of the exhibiting company.
- D. ELECTRICAL CONNECTIONS.** No electrical wiring, installations or connections shall be made by or for the Exhibitor without the prior consent of the Association and the Convention Center. Such wiring installations and connections shall be made at the Exhibitor's expense and solely in such manner, by such means and through such contractors as shall be designated by the Convention Center.
- E. EXHIBIT REPRESENTATIVE.** Each Exhibitor shall name one (1) person to be its on-site representative. Such representative shall direct installation, operation and removal of exhibit and be authorized to enter into necessary service contracts consistent with the provisions set forth herein.
- F. USE OF EXHIBIT SPACE.** Sales, which include the payment of money or delivery of merchandise in the exhibit halls, are prohibited. Exhibitors shall confine all marketing activities to within the limits of their own booths. Booth activities or materials which cause people to congregate in the aisles are prohibited. The level of sound-producing materials shall be kept low enough so as not to be objectionable to other Exhibitors. The exhibit shall not obstruct the view of the adjoining exhibits. An Exhibitor shall not transfer, sublet, divide or share booth space without permission of the Expo manager. Program book listings are limited to one entry per contracted exhibiting company.
- G. LIABILITY INSURANCE.** To complete the booth registration process, NYSSBA requires a current Certificate of Liability Insurance to be submitted. A sample Certificate of Insurance is available upon request.
- Liability:** Neither the Association nor the Convention Center shall have any liability or responsibility for any injury or damage to the Exhibitor, its agents, representatives or employees, or for any loss, damage or destruction of any property belonging to the Exhibitor or used in connection with its exhibit or the displays therein, irrespective of the manner in which or circumstances under which any such injury, damage, loss or destruction may occur, and all claims and cases of action therefore shall be, and shall be deemed to be waived, released and discharged for all purposes. In addition, the Exhibitor acknowledges that the Convention Center does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance insuring any losses by the Exhibitor.
- Independent Contractor Status:** Exhibitor is an independent contractor. It is agreed that this contract does not create an employee/employer relationship between Exhibitor and NYSSBA.
- Insurance:** Exhibitor shall keep in force during the term of the installation, use of the exhibit premises and dismantle, policies of commercial general liability insurance. The commercial general liability policy shall reflect the interests of NYSSBA as: "NYSSBA, its directors, officers, employees, and volunteers as additional insured on a primary and noncontributory basis. A waiver of subrogation is included." Insurance shall be provided in amounts not less than the following, and the Exhibitor is responsible for payment of any applicable deductibles.

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Exhibitor Rules & Regulations, cont.

COVERAGE	LIMITS OF LIABILITY
General Liability/Aggregate	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000
Workers Compensation	\$500,000

Note: Exhibitor shall carry workers' compensation insurance including employer's liability in compliance with New York Statutory Limits. Same policy shall include a waiver of subrogation in favor of NYSSBA, if allowed by law.

Indemnity: Exhibitor agrees to indemnify and hold harmless NYSSBA and the Convention Center, their officers, employees, and agents working on their behalf, from any and all claims, actions, suits, costs, damages and liabilities resulting from breach of this contract, negligent actions, or omissions or willful misconduct of NYSSBA and the Convention Center's guests, invitees, agents and sub-contractors.

H. EXHIBIT RESERVATION, PAYMENT AND CANCELLATIONS.

EXHIBIT BOOTHS: Payment IN FULL of the fee for exhibit space is required at the time the contract is signed. Exhibit space will not be reserved or guaranteed until payment in full is received by NYSSBA.

SPONSORSHIPS: A 50% deposit is required at the time the contract is signed and the balance is due no later than July 14, 2017.

No Exhibitor will be permitted to erect a display until space rental is paid in full. Exhibit space is assigned on a first-come, first-serve basis. NYSSBA reserves the right to make the final determination of all space assignments in keeping with the best interest of the exhibition. **No booth reservations will be confirmed without full payment.**

All cancellations must be submitted in writing to NYSSBA. The date of cancellation shall be the date that the Association receives the written cancellation. Both the Exhibitor or Sponsor and the Association acknowledge that, in the event of cancellation, the Association will sustain substantial monetary losses that cannot be precisely determined. Due to the difficulty of determining and detailing said losses, the Exhibitor or Sponsor agrees to pay the cancellation fee as liquidated damages (and not a penalty) if Exhibitor or Sponsor cancels its participation. If written notice of cancellation is made before August 11, 2017, Exhibitor or Sponsor agrees to pay a cancellation fee equal to 30% of the total fee. If written notice of cancellation is received on or after August 11, 2017, Exhibitor or Sponsor will be liable for 100% of the total exhibition fee.

All cancellation fees are payable immediately upon cancellation. The above cancellation fee terms shall apply regardless of the execution date of this contract. Any reduction in booth space will be considered the same as a booth cancellation and will be treated accordingly. Unless agreed upon otherwise with NYSSBA, any company that does not physically appear on-site will be treated as a forfeiture and will not receive any money back. No exhibitor or sponsor will be able to sign up for future Conventions with an outstanding cancellation fee.

- I. **CANCELLATION OF CONFERENCE.** Should the Association fail to furnish the Exhibitor the space herein described, for any reason whatsoever, it shall promptly refund to the Exhibitor all sums paid hereunder, and such refund shall be accepted by the Exhibitor in full settlement of all loss or damage suffered by the Exhibitor.
- J. **BINDING CONTRACT.** Upon acceptance of this application by the New York State School Boards Association, Inc., this application shall be a legally binding contract between the Exhibitor and the Association, providing that either party may cancel this contract on condition that written notice of such cancellations is received by the remaining party at least 60 days prior to the scheduled opening date of the Education Expo as provided herein, and further provided that amount of rental paid will be refunded only on condition that such cancellation is made by the New York State School Boards Association.
- K. **SECURITY.** Twenty-four hour security will be provided by NYSSBA throughout the entire Education Expo, including set-up and tear-down days. Any theft is to be reported to security at once. Exhibitor must provide adequate insurance in his or her own insurance policies for theft.
- L. **SUCCESS OF THE EXPO.** The Association shall have power to adopt and enforce exhibit attendance, rules and regulations with respect of the kind, nature and eligibility of any exhibitors adopted by it or set forth herein, and its decision on any question relating to this paragraph which may arise shall be final. NYSSBA reserves the right to prohibit or remove any exhibit which, in its judgment, violates the character and integrity of the Education Expo and/or NYSSBA's 2017 Annual Convention, this reservation being all-inclusive as to persons, things, printed matter, products and conduct.

For More Information Contact

Archa Wachowicz, NYSSBA Deputy Director of Business Development, at 518-783-3788 or archa.wachowicz@nyssba.org