

A. DEFINITIONS. “Event” means “NYSSBA’S Annual Convention & Education Expo” or “Annual Convention” or “Education Expo”, which includes the exhibition, conference, general sessions, virtual extensions and other organizer-produced related programs. The event is owned, produced and managed by the New York State School Boards Association, Inc. “Organizer” means collectively “New York State School Boards Association, Inc.,” “NYSSBA” or “Association”. “Exhibitor” means the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the organizer in the manner stated below. “Facility” means the location or locations at which the Annual Convention & Education Expo is being held.

The exhibit space application, these exhibitor rules and regulations, the exhibit display regulations and the exhibitor services manual are hereinafter referred to as the “Agreement” and constitute the agreement between the organizer and the exhibitor.

B. LEGAL AUTHORITY. The exhibitor representative registering for a booth and/or sponsorship is recognized as having the legal authority on behalf of the exhibiting or sponsoring company to do so. It is the responsibility of the exhibiting or sponsoring company to be fully familiar with these Exhibitor and Sponsor Rules & Regulations and to see that all company representatives attending the Education Expo are also familiar with them. The exhibitor or sponsor shall be bound by rules and regulations set forth herein and by such amendments or additional rules and regulations that may be established by NYSSBA.

C. BINDING CONTRACT. These rules and regulations stated herein constitute a bona fide part of the contract for space. Upon acceptance of this application by NYSSBA, this application shall be a legally binding contract between the Exhibitor and NYSSBA.

D. ACCEPTANCE OF COMMUNICATIONS. The exhibitor agrees, on its own behalf and on behalf of its employees and agents, to receive event and organizer related information via phone, mail and email from the organizer and its associated contractors. The exhibitor waives any right or option on its own behalf and on behalf of its employees and agents, to opt out of any of these forms of communication until the conclusion of the contracted event.

E. EXHIBIT REPRESENTATIVE. Each exhibitor shall name one (1) person to be its primary booth contact for pre-show communications and one (1) person to be its on-site representative who shall direct installation, operation and removal of exhibit and be authorized to enter into necessary service contracts consistent with the provisions set forth herein. These representatives may be the same or different person.

F. EXHIBIT RESERVATION AND PAYMENTS. Exhibit space is assigned on a first-come, first-served basis. No exhibitor will be permitted to erect a display until the space rental fee is paid in full. NYSSBA reserves the right to make the final determination of all space assignments in keeping with the best interest of the exhibition. No exhibitor or sponsor will be permitted to apply to future Conventions with an outstanding cancellation fee or balance. No booth reservations will be confirmed without full payment.

Exhibit Booths: All exhibit space reservations must be accompanied by a deposit equal to 50% of the total exhibit space. The remaining 50% is due by June 30, 2021. After June 30, 2021, full payment is required with application to guarantee exhibit space.

Sponsorships: A 50% deposit is required within two (2) weeks of receipt of selection and contract by NYSSBA to guarantee package and the balance is due no later than June 30, 2021. After June 30, 2021, full payment is required with selection and contract to guarantee package.

G. BOOTH/SPONSORSHIP CANCELLATIONS AND REDUCTION IN SPACE. Exhibit space and sponsorships will be considered cancelled by an exhibitor or sponsor upon the date that written notice of cancellation is received by the organizer and refunds for cancelled space or sponsorships will be given as follows:

If cancellation is received through and including August 31, 2021, the organizer will retain or the exhibitor will pay 30% of the total cost.

If cancellation is received after August 31, 2021, the organizer will retain or the exhibitor will pay 100% of the total cost.

All cancellation fees are due upon receipt of 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 onsite will be treated as a forfeiture of monies paid and no refund will be forthcoming.

H. USE OF EXHIBIT SPACE. Exhibitor shall confine all marketing activities to within the limits of their own booth(s). 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. Displays should not extend past the height of the back wall, typically 8 feet, unless permitted by the organizer. 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. Exhibitor directory listings are limited to one entry per contracted exhibiting company. Any space not claimed and occupied two (2) hours prior to the start of the event may be resold or reassigned by the organizer without obligation on the part of the organizer for any refund whatsoever.

Care of Premises: No bolts, screws, hooks or nails shall be driven into or otherwise attached to the walls or floors of the exhibit areas. No part of the display may be attached to or otherwise secured to the columns, drapery backdrop or side walls. Decals or other adhesive materials shall not be applied or affixed to the walls, columns or floor of the exhibit/facility areas. Columns located within a booth space may be covered using approved material that will not cause damage upon removal and does not block fire extinguishers, fire hose cabinets or electrical boxes. The organizer’s approval is required in advance.

Sales from the Exhibitor’s Booths: Sales, which include the payment of money or delivery of merchandise in the exhibit hall(s), are prohibited.

Vehicles: Where applicable, all vehicles on display must conform to the rules of the Facility. These rules will be provided by the organizer.

Drones: Exhibitors are not permitted to use drones unless permission is obtained from the Organizer.

Balloons: Helium-filled and mylar balloons are prohibited in the exhibit area.



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NYSSBA Convention & Education Expo Exhibitor and Sponsor Rules & Regulations

- I. EXHIBITOR APPOINTED CONTRACTORS (EAC).** An EAC is any contractor not listed in the Exhibitor Services Kit provided by NYSSBA as an authorized vendor. All Exhibitors using the services of an EAC for any non-exclusive services are responsible for ensuring that the EAC conforms to the regulations included in the Exhibitor Services Kit. The EAC will also be subject to the Liability Insurance requirements in section L below.
- J. ELECTRICAL CONNECTIONS.** No electrical wiring, installations or connections shall be made by or for the exhibitor without the prior consent of the Facility. 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 Facility.
- K. HOSPITALITY & NETWORKING EVENTS BY EXHIBITORS.** No exhibitor, sponsor, or any affiliate thereof, shall conduct any activity during official event hours that would encourage attendees to leave the officially scheduled event activities. Hospitality suites shall not be open during event hours.
- L. LIABILITY INSURANCE.** NYSSBA requires each exhibiting company, and exhibitor appointed contractor, to submit a Certificate of Liability Insurance by August 31, 2021 as detailed below. A sample Certificate of Insurance is available online.

Liability: Neither NYSSBA nor the Facility 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 Facility 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.

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

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 Facility, their officers, employees, and agents working on their behalf, from any and all claims, actions, suits, costs, damages and liabilities resulting from the exhibitor's breach of this contract, negligent actions, omissions or willful misconduct.

- M. EXHIBITOR ATTENDANCE.** NYSSBA shall have sole control over all admission policies at all times. Representatives of the Exhibitor will be required to register and wear the official show badge while in attendance at Convention. All booth staff must be employees of the exhibiting company. Each exhibitor is allowed up to two (2) complimentary full convention booth staff registrations per single exhibit space. Each additional paid exhibit space allows each exhibiting or sponsoring company one (1) more complimentary full convention registration. If company is only sponsoring and does not have a booth, the company is entitled to two (2) complimentary full convention registrations. Registrations above and beyond the allotment will be available for purchase at a separate booth staff registration rate. All registrations, substitutions and transfers are subject to the Convention cancellation and changes policy and procedure. Any requests to cancel, substitute or transfer registrations after that date must be made in person at the exhibitor registration desk. Once a badge is printed, that registration may not be transferred. All representatives must be employees of the exhibitor.
- N. CANCELLATION OF CONVENTION.** Should NYSSBA fail to furnish the exhibitor space herein described, for any reason within their control, 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.
- O. SECURITY.** Overnight security will be provided by NYSSBA throughout the entire Education Expo, including set-up and teardown 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.
- P. SUCCESS OF THE EXPO.** NYSSBA shall have the 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 Annual Convention, this reservation being all-inclusive as to persons, things, printed matter, products and conduct.
- Q. APPLICABLE LAW.** The agreement shall be governed by and construed in accordance with the laws of the State of New York without regard of laws, rules, policies, or principles

FOR MORE INFORMATION CONTACT

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