

NYSSBA 2023 Annual Convention & Education Expo

Student Showcase Terms & Conditions

1. 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”. “Facility” means the location(s) at which the Annual Convention & Education Expo is being held. “Exhibitor” or “District” means the school district that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the organizer in the manner stated below.

These Terms and Conditions are hereinafter referred to as the “Agreement” and constitute the agreement between the organizer and the exhibitor.

2. LEGAL AUTHORITY

The exhibitor representative registering for a booth is recognized as having the legal authority on behalf of the exhibiting company to do so. It is the responsibility of the exhibiting company to be fully familiar with these Exhibitor and Sponsor Terms & Conditions 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 NYSSBA.

3. ADDITIONAL RULES & REGULATIONS/AMENDMENTS/AUTHORITY OF ORGANIZER

The organizer reserves the right to make changes, amendments, and additions to the rules at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. The organizer shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing exhibitors. All matters and questions not specifically covered by the agreement are subject to the decision of the organizer and those decisions will be final.

4. BINDING CONTRACT

These rules and regulations stated herein constitute a bona fide part of the contract for space and/or sponsorship. Upon acceptance of this application by NYSSBA, this application shall be a legally binding contract between the exhibitor and NYSSBA.

5. 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.

6. CANCELLATION OF EVENT

Should NYSSBA fail to furnish the exhibitor space/sponsorship opportunity 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.

7. ACCEPTANCE OF COMMUNICATIONS & OFFICIAL REPRESENTATIVE

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.

The signer of this application shall be the official representative of the exhibitor or shall have the authority to act on behalf of the exhibitor. It is the exhibitor’s responsibility to inform the organizer if contact information changes to ensure timely distribution of event information to the responsible person within the exhibitor’s organization. This person is authorized to enter into service contracts as may be necessary

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and for which the exhibitor is responsible. This person will receive all official correspondence from the organizer and be responsible for communicating all information to appropriate individuals.

8. EXHIBITOR ELIGIBILITY

NYSSBA reserves the right to accept or decline, in its sole and absolute discretion, an application for exhibit space and to determine the eligibility of any exhibitor for inclusion in the event. Space applications will be accepted or declined based upon availability of exhibit space, the proposed products and/or services of the exhibitor and other criteria established by the organizer. Acceptance and execution of a space application does not carry the organizer's endorsement of the products or services of that exhibitor.

9. ADMISSION POLICIES

Admission to the event and Expo Hall are restricted to exhibitor personnel and registered attendees displaying an official event badge.

Children under the age of 18 are not permitted on the exhibition floor unless they are part of a Student Showcase booth. Children under the age of 18 will only be permitted on the exhibition floor if registered for a Student Showcase booth and must be always accompanied by a registered school district staff member.

Exhibitors/sponsors are permitted to access the exhibition floor one (1) hour before and after the posted official exhibition hours, not including move-in and -out times. Additional access may be arranged by requesting an off-hours entry pass, which will be granted solely at the discretion of the organizer.

10. 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. Each exhibitor is allowed up to twelve (12) student registrations and three (3) supervising school district employees per exhibit application. All registrations, substitutions and transfers are subject to the Convention cancellation and changes policy, procedure, and deadline. Any requests to cancel, substitute or transfer registrations after the pre-registration deadline must be made in person at the exhibitor registration desk. Once a badge is printed, that registration may not be transferred.

11. SECURITY

NYSSBA provides overnight security. Exhibitors are solely responsible for the care, custody, and control of their own exhibit space and material. Exhibitors should carry insurance for covering loss or damage to their exhibit material.

12. BOOTH RESERVATIONS & CANCELLATION

In support of our member school districts' student achievement and educational successes, accomplishments and triumphs, NYSSBA provides Student Showcase exhibit space free of charge. No payment is necessary, unless the school district booth requires electrical or additional bandwidth connections or other special orders. The fees for those booth materials and services from the Facility and General Service Contractor are the responsibility of the district. Booths should be reserved by August 31, 2022. Exhibit space is assigned on a first-come, first-served basis. NYSSBA reserves the right to make the final determination of all space assignments in keeping with the best interest of the Education Expo. Booth cancellations in writing must be received by NYSSBA by September 30, 2022.

13. SHARING OF EXHIBIT SPACE

Exhibitors may not share any allotted exhibit space with another business or firm, unless they are divisions of the same company, without the written consent of the organizer. Exhibitors may not permit any other person or party to market, display or present therein any goods or services not manufactured or distributed by the exhibitor in the regular course of business.

14. LIABILITY INSURANCE

NYSSBA requires each exhibiting company, and exhibitor appointed contractor, to submit a Certificate of Liability Insurance by August 31, 2023, 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.

15. USE OF EXHIBIT SPACE

- **Aisles:** Aisles must not be obstructed at any time. No portion of an exhibitor's display, product or demonstration may extend into any aisle.
- **Alcohol:** The facility does not permit alcoholic beverages be brought in or carried out. If desired, the exhibitor must obtain written permission from the organizer and the facility. The organizer must be protected from any liability connected with the exhibitor's distribution of alcohol, and a certificate of insurance will be required. Exhibitors must adhere to all rules, regulations, and laws in effect at the facility regarding purchase, distribution, and consumption of alcohol.
- **Balloons:** Helium-filled and mylar balloons are prohibited on the expo floor.
- **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.
- **Drones:** Exhibitors are not permitted to use drones unless permission is obtained from the organizer.

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- **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.
- **Food & Beverage:** Exhibitors must obtain written permission from the organizer and facility to provide food and beverage in their booth. The facility's exclusive food and beverage vendor has a responsibility to strictly regulate any food and beverage activity. All food must be prepared and served in accordance with the regulations of the city and county.
- **Literature Distribution/Giveaways:** The exhibitor shall not, without the written consent of the organizer, distribute or permit to be distributed, any advertising matter, literature, souvenir items or promotional materials in or about the event except from its own allotted exhibit space and/or official promotional areas
- **Sales from the exhibitor's booth:** Sales, which include the payment of money or delivery of merchandise in the exhibit hall(s), are prohibited.
- **Sound:** The level of sound-producing materials shall be kept low enough so as not to be objectionable to other exhibitors.

16. BEHAVIOR/GOOD NEIGHBOR POLICY

Exhibitors are required to keep all booth activities within the confines of their exhibit space and not interfere with aisle traffic flow or access to neighboring exhibits. Activities may not disturb neighboring booths. Demonstrations, booth giveaways and literature must directly relate to the exhibiting company's products, business, or mission, and not be offensive in any manner.

17. VEHICLES ON DISPLAY

Where applicable, all vehicles on display must conform to the rules of the facility. While rules may vary depending on the facility, it is generally required that vehicles on display have no more than ¼ tank of gas. The filler cap should be sealed (locking gas cap or securely taped), and the batteries disconnected. A suitable fire extinguisher must also be provided. External chargers are usually recommended for demonstration purposes. Facility-specific rules will be provided by the organizer a minimum of ninety (90) days before the event.

18. MANAGEMENT OF BOOTH

The exhibitor will not dismantle their booth prior to the stated closing of the exhibition without permission of the organizer. Exhibit space must be fully operational and staffed during published exhibition hours. Unless arrangements are made prior to the event, any space not claimed and occupied one (1) hour 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. Exhibit dress code is business casual to business professional.

19. SOCIAL MEDIA PLATFORMS

As a partner and, therefore, contributor to the overall success of the event it is expected that exhibitors, sponsors – and their affiliates – shall use social media platforms to refer to the event and to post statements which are in the best interest of the event. In addition, exhibitors shall maintain tasteful and appropriate communications about the event among social media platforms that are consistent with the professional and business-like purpose and climate of the event.

20. MOBILE APPLICATIONS

Exhibitors or sponsors shall not post or support any negative comments, photos, or other graphics about the event to the event's mobile application. In addition, exhibitors shall maintain tasteful and appropriate communications about the event that are consistent with the professional and business-like purpose and climate of the event. All information provided by the exhibitors to be displayed in the mobile application must be true and accurate. Exhibitors shall not support mobile applications that are not officially provided/sanctioned by the organizer.

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21. HEALTH & SAFETY

NYSSBA will implement health and safety protocols appropriate to the public health and/or safety circumstances at the time of the event. Compliance with the protocols adopted may be mandatory for in-person attendance and participation at the event. Additional information regarding specific health and safety measures will be communicated to all attendees, including booth staff, prior to the first day of the event.

Questions: contact Anna O'Hara, CEM at anna.ohara@nyssba.org or 518-783-3710.