

SPONSOR & EXHIBITOR AGREEMENT

EXHIBITOR AGREEMENT

A. Duties of New York Credit Union Association (Association)

1. The Association shall supply the following at EXCEL 24, June 13 - 16, 2024:
 - a. 8' x 10' draped booth (8' x 20' for Premier Sponsors)
 - b. 7" x 44" company sign
 - c. Company listing with booth number on EXCEL app
 - d. 6' skirted table
 - e. Wastebasket
 - f. 2 chairs
 - g. Sponsorship signage (if applicable)
2. The Association shall assign booth space.

B. Duties of the Exhibitor

1. Exhibitor shall pay the full sum as outlined on the exhibitor registration form for each exhibit space. Payment in full is due prior to June 13, 2024. If the full amount is not received by June 13, **EXPO** management will use their discretion and may void the contract. The payment for exhibit space is not refundable except as hereinafter provided. Please make your checks payable to: New York Credit Union Association.
2. Exhibitor shall register and set up its exhibits between the hours of 11 :30 a.m.-4:30 p.m. on Thursday, June 13, 2024. All exhibits must be in place by 5:00 p.m. Thursday, June 13, 2024.
3. Exhibitor shall maintain a presence at their exhibit space during the exhibit hours of 6:00-8:30 p.m. on Thursday, June 13, 2024 and 7:30-10:00 a.m. on Friday, June 14, 2024. Breakdown **cannot begin prior to 10:00 a.m. on Friday, June 14, 2024.**
4. Exhibitor shall occupy exhibit space at least ten minutes prior to exhibit opening.
5. Exhibitor shall use drapery furnished by the Association's official decorator.
6. Exhibitor shall keep all sound and other noises at sufficiently low levels so as not to disturb other exhibitors. Public address systems, radio broadcasts and other devices used only to attract attention by sound are prohibited. **EXPO** management reserves the right to turn off the electricity supply of any exhibitor who violates this rule.
7. Exhibitor shall not assign, sublet or otherwise share the whole or any portion of the exhibit space covered by this Agreement.
8. Exhibitor shall treat all attendees with courtesy and shall not discriminate against any person for reasons of race, color, creed, national origin, sex, age, disability or other prohibited basis. **EXPO** management reserves the right to remove any exhibitor who engages in prohibited discrimination.
9. Exhibitor shall abide by the following restrictions:
 - a. The distribution of circulars, publications, advertising materials or promotional samples or giveaways to individual guest rooms is strictly prohibited.
 - b. Exhibitors who use models or mannequins in costume must be sure their appearance and manner do not offend even the most critical. **EXPO** management will be the final arbiter on questions in those areas.
 - c. Prize drawings are permitted in the **EXPO**. Exhibitors will draw winners and notify **EXPO** management of specific prizes. Prizes will be posted in each exhibitor's booth during the **EXPO** on Friday morning, June 14, 2024.
 - d. Nothing shall be posted, tacked, marked, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Signs, rails, etc., will not be permitted to intrude into or over aisles.
10. Exhibitor shall name one person to be its official representative with the authorization to enter into such service and other Agreements necessary for the installation and removal of exhibits and the provision of services for which the exhibitor will be responsible.
11. Exhibitor shall maintain its exhibit in a fully intact condition until the exhibit closing time of 10:00 a.m. on Friday, June 14, 2024. **Nothing contained within the exhibit space shall be packed or removed before the exhibit closing time.** All goods must be removed from the exhibit space by 2:30 p.m. on Friday, June 14, 2024.
12. Exhibitor shall confine all exhibit material to the exhibit space allocated. Circulars, publications, advertising matter and all kinds of promotional giveaways may be distributed only within exhibit space.
13. Exhibitor shall ship, at its own risk and expense, all property to be exhibited. All shipments must be prepaid. Further information shall be forwarded by the exhibition official decorator upon Agreement acceptance.

(continued)

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C. Miscellaneous Provisions

- Character of Exhibits:** The Association reserves the right to judge the appropriateness of any exhibit and to decline to permit an exhibitor to conduct or maintain an exhibit if, in the judgment of EXPO management or Association officials, said exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs and any and all other things, without limitation, which might negatively affect the character of the exhibit. In the event that EXPO management and/or Association officials shall determine that the conduct of any exhibitor or its employees, agents or servants is not in keeping with the character of the exhibit, EXPO management and/or Association officials may, at any time, without notice, terminate the Agreement for space entered into with said exhibitor, and with or without process of law.
- Termination of Exhibit:** If the premises where the exhibition is to be housed are destroyed or damaged, or the exhibition fails to take place as scheduled or is relocated or interrupted and discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this Agreement may be terminated by the Association. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability for the Association shall be to return to each exhibitor the exhibitor's rental payment.
- Eligibility and Termination:** The Association reserves the right to determine the eligibility of any exhibitor. EXPO management reserves sole control over admission policies. Pursuant to these rights an exhibitor may be determined ineligible to participate in and denied admission to the event. These rules and regulations are established for the mutual protection of the Association and the exhibitor. Any exhibitor violating the policies set forth in the rules and regulations will be subject to penalties which include: termination of his/her status as an exhibitor and/or a determination of ineligibility for admission as an exhibitor in the following year. EXPO management reserves the right to make such changes in the time schedule or in the general plan of the exhibition as may be deemed by EXPO management to be in the best interest of the Association, the exhibitors or the exhibition generally. All matters not specifically covered by this Agreement shall be subject to the decision of EXPO management. All terms of this Agreement will be enforced by the Association through EXPO management.
- Solicitation of the Exhibit:** The aisles and other spaces in the EXPO not leased to exhibitors shall be under the control of the Association. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted. Standing in aisles or in front of exhibit booths of other exhibitors for advertising purposes is strictly prohibited.
- Solicitation by Non-Exhibitors:** Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting or soliciting within the EXPO, Convention facilities or hospitality suites. Exhibitors are urged to report immediately any violations of this rule to EXPO management or a member of the Association's staff or officials.
- Liability and Insurance:** Exhibitor agrees to protect, save and keep the Association and The Saratoga City Center forever harmless from any and all damages or claims resulting from the negligence or willful misconduct of the exhibitor or those holding under the exhibitor. And further, exhibitor shall at all times protect, indemnify, save and keep harmless the Association and The Saratoga City Center against and from any and all losses, cost, damage, liability or expense arising from or out of, or by reason of any accident or other occurrence to anyone, including the exhibitor, its agents, employees and business entities, which arises from or out of, or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof. The Association will exercise reasonable care for the protection of exhibitor's materials and displays. However, the exhibitor, on accepting this Agreement, expressly releases the Association and The Saratoga City Center from, and agrees to indemnify same against any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense.
- Responsibility:** It is the responsibility of the exhibiting firm to be fully familiar with the terms and conditions of this Agreement and to see that each member of the firm attending the Convention either as exhibit personnel or registrant or both is familiar with these terms and conditions.
- Cancellation:** Cancellation of exhibit space will be accepted and a full refund processed through May 10, 2024. After May 10, no refunds will be provided for cancellation of space.
- Inquiries:** Diane Vetrone
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