

New York State



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2017 Summer Leadership Conference

Utica College, Utica, New York

July 22, 2017

ATTENTION: NOW OFFERING MORE EXHIBITOR EXPOSURE!

The New York State PTA annual Summer Leadership Conference will be held on July 22 - July 23, 2017, at Utica College in Utica, New York.

Approximately 250 local leaders from throughout the state will gather in Utica to learn about PTA governance and leadership. They will also come to celebrate their accomplishments, share ideas with other leaders, and learn about programs and issues that affect children and youth in New York.

Our members are looking to find the best resources to help them achieve their PTAs goals. Attendees will have the opportunity to explore an assortment of program providers, fundraising firms, and not-for-profit informational tables that will give PTA, PTSA and SEPTA volunteers a chance to explore and compare resources from outside the organization, a service the NYS PTA is proud to provide each year for its conference delegates.

NEW THIS YEAR! The exhibit hall will be open **Saturday**, July 22, from 10:00 a.m. to 4:00 p.m. The exhibit tables will be centered among ALL activities planned during this time, including registration, the PTA Store and general presentations.

We are pleased to invite your firm or organization to take advantage of this golden opportunity to meet and speak with officers and members from around the state. Specifics and contact information are on the following pages.

Sincerely,

Gracemarie Rozea
NYS PTA President

Carol Raymond
Operations/Events Manager

EXHIBITOR INFORMATION

LOCATION: Utica College, Utica, New York

EXHIBITOR DATE: July 22, 2017

EXHIBIT HOURS: Saturday, July 22, 10:00 a.m. - 4:00 p.m.

SATURDAY, JULY 22

Registration and Set-Up	8:30 a.m. - 10:00 a.m.
Opening	10:00 a.m.
Closing	4:00 p.m.

*Exhibit tables **must** be attended during exhibit hours by persons who are well prepared to discuss all products and services presented.*

To encourage our attendees to visit all of the exhibitors' tables, we are planning a drawing at the end of the exhibit. Each attendee will be given one entry form in his or her registration packet. While there is no obligation to participate, exhibitors will be encouraged to donate a prize for the drawing. This prize should be dropped off at the Exhibitor Registration table by 12:00 p.m. Saturday. If you wish, you can also conduct your own separate drawing at your table.

Direct selling by Exhibitors at their table will be allowed; however, **products to be sold must be pre-approved by the PTA Summer Leadership Conference Coordinator.** (See section: **IRREGULAR CANVASSING ACTIVITIES BEYOND EXHIBIT SPACE**).

The distribution of any food item must be pre-approved by the NEW YORK STATE PTA and UTICA COLLEGE. You must submit a list of said items with your contract. **The SALE of any food item is PROHIBITED.** The NEW YORK STATE PTA and UTICA COLLEGE reserve the right to disallow the distribution of any items that have not been granted pre-approval.

EXHIBIT INCLUSIONS:

Providing -
One 6 foot table
Two chairs

IMPORTANT NOTICE:

New York State PTA screens all Exhibitors participating in our conferences. However, it is ultimately the responsibility of every unit and council to carefully select those exhibitors/vendors they choose to do business with. Please refer to Rules & Regulations.

RULES AND REGULATIONS

APPLICATION FOR TABLE SPACE/CONTRACT:

Applicants are required to forward to the New York State PTA the completed contract provided. Each contract must be submitted along with the full payment and must specify products which will be exhibited and/or distributed, and a copy of materials that you propose to hand out. Acceptance of the aforementioned by the NEW YORK STATE PTA constitutes an agreement to go to contract, entitling the exhibitor to table space (to be designated).

INSTALLATION AND BREAKDOWN:

Exhibit Table(s) must be set up by 10:00 a.m. on Saturday and should be dismantled by 4:30 p.m. on Saturday.

USE OF SPACE FOR EXHIBITS:

All demonstrations and activities must be confined to the limits of your exhibit table(s). Exhibitor shall not assign, share, or sublet any space allotted without the written consent of the NEW YORK STATE PTA. No Exhibitor is permitted to show goods other than those manufactured or sold by it in the regular course of business. No interference with the light or view of other exhibitors will be permitted.

IRREGULAR CANVASSING ACTIVITIES BEYOND EXHIBIT SPACE:

Distribution of circulars or promotional material may be made only within the space assigned to the Exhibitor presenting such material. Selling within the table space is permitted, provided that the Exhibitor has received advance written approval of the products to be offered for sale from the PTA Conference Coordinator and the facility, if required. Non-exhibitors will not be permitted to canvas, solicit, hold conferences or distribute literature or other promotional devices during the conference. To secure advance written approval, please submit a list of the products to be sold.

SALE OF PRODUCTS WITH PTA LOGO:

An Exhibitor may NOT use the PTA logo on products offered for sale without the prior written consent of the PTA Conference Coordinator. If such consent is given, it shall be limited to the sale of such products during the Conference itself, and the Exhibitor shall remit 10% of the sale price for each item sold during the Conference, within ten (10) calendar days following the closing of the Conference. Products with the New York State PTA logo may not be sold elsewhere.

FIRE PROTECTION:

Flammable or other dangerous fluids, substances, materials, equipment, or other items, the use of which is in violation of city, county or state laws or regulations, may not be used in any space. Exhibitors must use flame resistant decorative materials.

SOUND DEVICES:

No sound making equipment of any kind may be set up or used in exhibit areas without the prior written approval of the NEW YORK STATE PTA.

RESTRICTIONS IN OPERATION OF EXHIBITS:

The NEW YORK STATE PTA reserves the right to restrict exhibits which, because of noise, method of operation, materials, or any reason are or become objectionable, and also to prohibit or evict any exhibit which in the opinion of the NEW YORK STATE PTA may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character, which the NEW YORK STATE PTA determines, is objectionable. In the event of such restriction or eviction, the NEW YORK STATE PTA is not liable for any refunds of rentals or other exhibit expense. The NEW YORK STATE PTA shall be entitled to close an exhibit at any time for failure by an Exhibitor or any of their officers, agents, employees, or other representatives to perform, meet, or observe any term or condition set forth herein, and such Exhibitor shall not be entitled to a refund of any part of any fee.

CARE OF BUILDING AND EQUIPMENT:

Exhibitors, or their agents, shall not injure or deface the walls or floors of the buildings, the space, or equipment of the space. When such damage occurs, the Exhibitor is liable to the owner of the property so damaged.

CATASTROPHE:

In the event that because of war, fire, strike, government regulation, or other cause, the Conference or any part thereof is prevented from being held, or is canceled by NEW YORK STATE PTA, the NEW YORK STATE PTA shall determine and refund to the applicant on a prorated basis after the deduction of expenses incurred by NEW YORK STATE PTA, but in no case shall the amount of the refund to the applicant exceed the amount of the fee paid.

LIABILITY AND INSURANCE:

Neither the NEW YORK STATE PTA, UTICA COLLEGE nor the management, officers, or staff members of either the NEW YORK STATE PTA or UTICA COLLEGE will be responsible for the safety of the property of the Exhibitors from theft, damage by fire, accident, or other causes. Exhibitors are advised to consult their respective insurance brokers for proper coverage of display material from the time it leaves their company's premises until its return. Neither the NEW YORK STATE PTA, nor UTICA COLLEGE maintains insurance neither covering the Exhibitor's property nor is it the sole responsibility of the Exhibitor to obtain said insurance. Neither the NEW YORK STATE PTA, UTICA COLLEGE, nor management, officers, agents, employees or the representatives of the NEW YORK STATE PTA, or UTICA COLLEGE shall be held accountable or liable for, and the same are hereby released from accountability or liability for, any damage, loss, harm or injury to the person or any property of the Applicant resulting from theft, fire, water, accident or any other cause.

INDEMNIFICATION:

Exhibitor agrees to indemnify and hold the NEW YORK STATE PTA, UTICA COLLEGE, and their respective officers, employees and agents (each an "Indemnified Person") harmless and blameless from and against any and all claims of liability, fees (including legal fees), expenses, costs, damages, suits or injury of any kind and nature or threat of the same, brought by any third party which may have originated at or on, or resulted from, or which may otherwise arise because of Exhibitor's presence, equipment, or other use of the premises, property, enjoyment of facilities of UTICA COLLEGE.

Exhibitor agrees that each Indemnified Person is now and hereafter relieved of any and all responsibility and liability for any and all injury, loss or damage that the Exhibitor or its employees, agents and invitees, or their property and may incur as a result of or during Exhibitor's use of the premises, property, equipment and facilities of UTICA COLLEGE. Therefore, Exhibitor, on its own behalf and on behalf of its members, employees, agents and invitees, hereby releases and indemnifies each Indemnified Person from and against any and all costs, damages, fees (including attorneys' fees), expenses or liability of any type or nature related to the same. The release and indemnification provisions in this paragraph shall apply even in the event of an Indemnified Person's negligence, but shall not apply in the event of an Indemnified Person's gross negligence.

Exhibitor further covenants and agrees to indemnify and to fully pay and reimburse UTICA COLLEGE any and all costs of replacement of damaged UTICA COLLEGE property, and for the restoration and repair of the premises, damaged, destroyed, or otherwise defaced or injured by the Exhibitor's use, or the use by its members, employees, agents and invitees of the same.

SELECTION OF EXHIBITORS:

Only firms and organizations whose services or products are appropriately related to the education, health, welfare or personal development of children and youth shall be permitted to exhibit. The NEW YORK STATE PTA reserves the right to decline or prohibit any exhibit which in its judgment is inappropriate; this reservation being all inclusive to persons, things, printed matter, products and conduct.

These regulations become a part of the contract between the Exhibitor and the NEW YORK STATE PTA. They have been formulated for the best interest of the Exhibitor. All points not covered are subject to the decision of the NEW YORK STATE PTA.

ANY ALTERATION OF THE RULES AND REGULATIONS ACCOMPANYING THE CONTRACT WILL VOID SAID CONTRACT.

Effective May 1, 2009

1. APPLICATION AND CONTRACT: These Terms and Conditions, together with the Exhibitor Contract and all information including Exhibitor Information and Rules and Regulations, constitute the entire agreement ("Contract") between NEW YORK STATE PTA ("PTA") and your Organization ("the Exhibitor") and obligate the Exhibitor to pay for, and participate in, the event selected in the Exhibitor Contract and described in the Exhibitor Contract, subject only to the cancellation and forfeiture provisions set forth in the Contract. The prices set forth in the Exhibitor Contract represent full-priced standard list prices. Exhibitor understands that the event(s) set forth in the Exhibitor Contract are event(s) sponsored by PTA and agrees to comply with all of the terms and conditions contained herein. Exhibitor further agrees that this Contract is binding upon its successors and/or assignees and can be amended only in writing, signed by the parties hereto. The Exhibitor agrees that upon acceptance of this Contract by PTA, with or without appropriate payment, this Contract becomes a legally binding contract that is enforceable against the Exhibitor in accordance with its terms. By signing the Exhibitor Contract, the individual represents and warrants that he/she is duly authorized to execute this binding Contract as or on behalf of the Exhibitor. The PTA may, in its sole discretion, assign its rights and liabilities hereunder to a successor-in-interest to PTA, without the written consent of the Exhibitor, provided notice of the assignment is given.

2. PAYMENT TERMS: Exhibitor fees will be invoiced, upon request, by the PTA in the manner outlined in the Exhibitor Contract. Payment of invoice is due upon receipt of the invoice. If invoices are not paid within 45 days, Exhibitor will pay all fees associated with collection efforts, including, but not limited to attorney's fees and interest charges at the rate of 18% or at the highest rate allowed by law. The PTA reserves the right to deny exhibit space to any Exhibitor whose invoice is not fully paid prior to the event.

3. ATTENDANCE: The PTA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any PTA event. All Exhibitors are solely responsible to determine suitability of each event for their particular purposes.

4. EXHIBIT SPACE ASSIGNMENTS: Event reservations are taken on a first-come, first-served basis according to receipt of a completed Contract. The assignment and location of exhibit spaces is solely subject to the discretion of the PTA and the Contract.

5. SPACE REQUIREMENTS AND RESTRICTIONS: One display space will include 1 - 6' table, 2 folding chairs. The Exhibitor is to display equipment and products that will conform to the limitations of the display space as stated above. Any additional services, including electrical power and internet service must be requested in advance, may be subject to an additional fee, and cannot be guaranteed.

6. SET-UP, SHOW, AND BREAKDOWN: Unless otherwise specified in the Exhibitor Information, the Exhibitor agrees to check in, set up its display at least thirty (30) minutes prior to the beginning of the event, and completely remove its display from the building or facility within sixty (60) minutes following the completion of the event. Failure to check in by the start of the event may result in loss of space with the Exhibitor still being liable for full payment.

7. SOUVENIRS, PREMIUMS, SAMPLES, AND PRIZES: Distribution of souvenirs, premiums and samples of products is permitted, provided there is no interference with other Exhibitors. Consent to give away items, including contest prizes, may be granted at the sole discretion of the PTA and/or the Hosting Organization. The Exhibitor acknowledges that some event Hosting Organizations prohibit giveaways of all kinds.

8. ENDORSEMENTS: Neither the PTA nor the Hosting Organization approves, endorses or recommends the use of any specific commercial product or service pursuant to the Contract or otherwise. The Exhibitor will not represent, advertise, communicate or imply either orally or in writing, that its products or services are approved, endorsed, or recommended by the PTA, or the Hosting Organization, without prior written consent from the PTA Event Coordinator.

9. LIABILITY AND INDEMNIFICATION: Neither the PTA, nor the organization hosting the Event ("Hosting Organization"), nor the management, officers, employees or agents of either the PTA, or the Hosting Organization (each an "Indemnified Person") shall be held accountable or liable for any damage, loss, harm or injury to the person or property of the Exhibitor, or of its members, employees, agents or invitees, that may result from theft, fire, water, accident or any other causes during Exhibitor's use of the premises, property, and equipment of the Hosting Organization.

The Exhibitor agrees to indemnify and hold the PTA, the Hosting Organization, and all Indemnified Persons harmless and blameless from and against any and all claims of liability, fees (including legal fees), expenses, costs, damages, suits or injury of any kind and nature or threat of the same, brought by any third party that may have originated at or on, or resulted from, or which may otherwise arise because of, Exhibitor's presence, equipment, or other use of the premises, property, or enjoyment of facilities of the Hosting Organization.

The Exhibitor understands that neither the PTA, nor the Hosting Organization maintains insurance covering the Exhibitor's property, and that it is the sole responsibility of the Exhibitor to obtain said insurance. (Exhibitors are advised to consult their respective insurance brokers for proper coverage of display material from the time it leaves their premises until its return.) The release from liability and indemnification provisions in this Paragraph 9 shall apply even in the event of the PTA's, Hosting Organization, or Indemnified Person's negligence, but shall not apply in the event of the PTA's, Hosting Organization or Indemnified Person's gross negligence.

10. CANCELLATION BY EXHIBITOR: If Exhibitor wishes to cancel any exhibit space for which it has contracted, the Exhibitor must do so in writing. **No verbal cancellations will be accepted – no exceptions.** Written notice of cancellation received 31+ days prior to the event date will receive a full refund; full **credit** if cancellation received 15-30 days prior; 50% **credit** if cancellation received less than fifteen (15) days prior to event date. Failure by the Exhibitor to attend an event for which it has contracted, obligates the Exhibitor to pay PTA 100% of the contractual amount. When a Contract is entered into less than fifteen (15) days before the event date, the Exhibitor waives its right to cancel.

11. CANCELLATION BY PTA: The Exhibitor's space may be canceled by the PTA for failure to make payments when due or failure to comply with the Contract. If space is canceled by PTA, the Exhibitor will be notified in writing. Upon such cancellation, the PTA may offer the canceled space to another Exhibitor at its discretion. The Exhibitor will not receive a refund or any other form compensation from PTA.

12. EVENT CANCELLATION: The PTA and the Hosting Organization, in their sole discretion, reserve the right to cancel the event at any time. All fees paid by Exhibitor shall, in the sole discretion of the PTA, be either credited to future events or refunded. If an event or any part thereof is canceled for any reason beyond the control of the PTA, such as, but not limited to, damage or destruction to buildings or facilities as a result of war, riots, strikes, weather, or acts of government, then the PTA shall determine and refund to the applicant its proportionate share of the balance of the aggregate fee received that remains after deduction of expenses incurred by the PTA in preparation for the event, but in no case shall the amount of the refund to the applicant exceed the amount of the fee paid. In all cases in which a credit is given, the credit must be used within twelve (12) months of the original postponement/cancellation dates. After twelve (12) months, a credit on an account will be non-refundable.

13. NO ORAL MODIFICATION: The Contract may not be orally modified. Only a modification in writing, signed by authorized representatives of both parties, will be enforceable.

14. GOVERNING LAW AND JURISDICTION: This Contract shall be governed by and subject to the laws of the State of New York and all matters whether sounding in contract or in tort relating to the validity, construction, interpretation and enforcement of this Contract shall be determined exclusively in the courts of the State of New York. The Exhibitor hereby waives trial by jury.

15. SEPARABILITY: If any portion of these Terms and Conditions, Rules and Regulations, and/or the Exhibitor Contract is determined by a court of law to be unenforceable, all other terms and conditions shall remain in full force and effect.

These conditions become a part of the contract between the exhibitor and the NEW YORK STATE PTA. They have been formulated for the best interest of the exhibitor. The NEW YORK STATE PTA respectfully asks for full cooperation of the exhibitor in their observance. All points not covered are subject to the decision of the NEW YORK STATE PTA.

Advertising Opportunities and Strategic Alliances also offer outstanding marketing opportunities to reach hundreds of PTA leaders. Our members appreciate our sponsors and alliances and are loyal to those companies that support NYS PTA. If you are interested in other Ad or Alliance Opportunities, please check the appropriate box on your Exhibitor Contract.

We can also offer various sponsorships for other state PTA events. Please contact us for more details.

ADVERTISING OPPORTUNITIES:

New York State PTA introduces advertising opportunities available in our NYS PTA*Alert* bi-weekly member emails, with the following options available:

Once a Month in NYS PTA*Alert*:

3 months - \$300 (\$100 per email)

6 months - \$500 (\$83 per email)

12 months - \$900 (\$75 per email)

Bi-Weekly / every NYS PTA*Alert*:

3 months - \$500 (\$83 per email)

6 months - \$750 (\$62 per email)

12 months - \$1,400 (\$58 per email)

ANNUAL STRATEGIC ALLIANCES:

Gold Alliance (\$3,500 Annually): Your company name, logo and information will be featured at each event of the NYS PTA for one calendar year. A complimentary exhibitor space at the November 2017 Convention (the equivalent of one standard exhibit booth) with $\frac{1}{4}$ page recognition in the program. You are welcome to present at one state conference. For six months you will be featured on the Members Resources page of the NYS PTA website. Your logo and link will be featured on the NYS PTA website and mobile app. Your message will be featured in our bi-monthly email to all PTA members at least quarterly.

Diamond Alliance (\$5,000 Annually): This visible alliance receives all the benefits of a Gold Alliance, *plus* prime exhibitor space at the NYS PTA Convention and two tickets to attend the Convention banquet. You will receive all membership mailings and communications.

Elite Alliance (\$7,000 Annually): This visible sponsorship receives all the benefits of a Diamond Alliance, *plus* a full page of recognition in the Convention program. You will be featured for a full year on the Members Resources page on the NYS PTA website. Your message will be featured once a month in our bi-monthly email to all PTA members. You will be considered honorary NYS PTA members.

Presidential Alliance (\$10,000 Annually): This most visible alliance receives all the benefits of an Elite Alliance, *plus* prime exhibitor space at the NYS PTA Convention and four tickets to attend the Convention banquet, *plus* you will be welcome to present at all state conferences as well as speak to the membership and connect in unique and traditional ways. Your logo and link will be prominently featured on the NYS PTA website and mobile app.



NYS PTA SUMMER LEADERSHIP CONFERENCE ~ JULY 22, 2017

UTICA COLLEGE, UTICA NEW YORK

Please list your company information with the name and contact information of the person handling all of the set-up arrangements (please print clearly).

Organization Name _____

Contact Person Name _____ Title _____

Address _____

City _____ State _____ Zip _____

Phone Number () _____ Fax Number () _____

Email Address _____ Website Address _____

What type of organization are you? (check one) Commercial Not-For-Profit (status required)
 Have you exhibited at a NYS PTA event before? Yes No
 Event/year _____

	POSTMARKED BY JUNE 30	AFTER JULY 1 (IF SPACE AVAILABLE)
TABLE PRICES	<input type="checkbox"/> \$200.00	<input type="checkbox"/> \$225.00

Yes, I would also like to take advantage of an Advertising Opportunity:

Once a Month Listing (3 months, 6 months or 12 months) Bi-Weekly Ad listing (3 months, 6 months or 12 months)

Yes, I would like to be a Strategic Alliance Partner of NYS PTA at the following level:

Presidential Alliance (\$10,000) Elite Alliance (\$7,000) Diamond Alliance (\$5,000) Gold Alliance (\$3,500)

Yes, I would like to support the PTA with the purchase of an Empire State PTSA membership:

\$10 per membership - Please include name to be included on membership card: (1 name per card) _____

Table Fee: Amount due and enclosed with this contract \$ _____

Ad Fee: Amount due and enclosed with this contract \$ _____

Membership Fee: Amount due and enclosed with this contract \$ _____

TOTAL due and enclosed with this exhibitor contract \$ _____

For credit card payment, please provide an email address to send payment link to: _____

Your contract and payment is to be mailed, faxed or emailed to:

Mail: NYS PTA, One Wembley Court, Albany NY 12205 / *Fax*: 518-452-8105 / *Email*: craymond@nyspta.org

The undersigned desires to participate in the annual Summer Leadership Conference of the New York State PTA to be held at Utica College, Utica, New York, subject to the terms, conditions, rules and regulations governing said conference which are set forth in the enclosed Exhibitor Information. They are to be accepted as an express part of this contract as though repeated herein in full preceding the signature of the undersigned.

The New York State PTA shall assign table location on a first-come first-served basis. Applicant agrees to accept the table(s) assigned by the New York State PTA. Applicant agrees to pay the table fees allocated to the table(s) assigned as follows:

THIS CONTRACT IS NOT BINDING UNTIL AND UNLESS ACCEPTED AND SIGNED BOTH ON BEHALF OF THE EXHIBITOR AND ON BEHALF OF THE NEW YORK STATE PTA. WHEN SO ACCEPTED AND SIGNED, IT SHALL CONSTITUTE A BINDING CONTRACT UPON THE APPLICANT AND THE NEW YORK STATE PTA. CHANGES MAY NOT BE MADE TO THIS CONTRACT UNLESS IN WRITING SIGNED BY BOTH PARTIES.

PLEASE RETURN ONE SIGNED COPY OF THIS EXHIBITOR CONTRACT WITH YOUR PAYMENT TO THE ABOVE. This will constitute an acceptance of the Contract by the Exhibitor.

IN WITNESS WHEREOF, the Applicant has caused this contract to be executed by an individual or by an office, agent or representative duly authorized to execute the same.

Submitted by: _____ Please Print Clearly

Accepted by NYS PTA: _____

Firm:	Signature:
Street:	Cost of Space:
City, State, Zip:	Amount Received:
Telephone:	Date Received:
Signature:	Form of Payment:
Person in Charge of your Exhibit:	Check Number (if applicable):