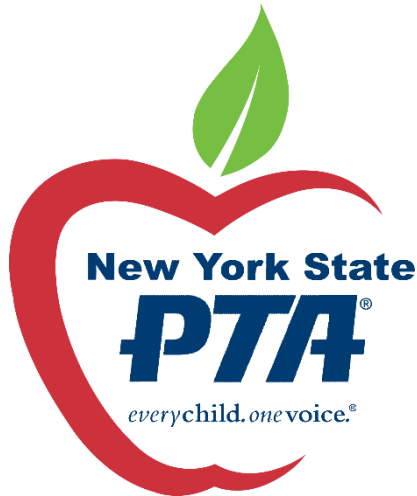


# EXHIBITOR DETAILS and TERMS

## 2023 Summer Leadership Conference



July 22, 2023  
Crowne Plaza-  
The Desmond Hotel  
Albany, NY

### ATTENTION: NOW OFFERING MORE EXHIBITOR EXPOSURE!

The NYS PTA annual Summer Leadership Conference will be held July 22, 2023, at Crowne Plaza-The Desmond Hotel in Albany, New York.

Approximately 200 local leaders from throughout the state will gather in Albany 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, units/council, and region 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 attendees.

The exhibit area will be open Saturday, July 22, from 12:00 p.m. to 5:00 p.m. The exhibit tables will be conveniently placed in the open courtyard with over two full hours of dedicated exhibit time.

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,

Helen Hoffman  
NYS PTA President

Carol Raymond  
Operations/Events Manager

### EXHIBITOR INFORMATION

LOCATION: Crowne Plaza-The Desmond Hotel, Albany, NY

EXHIBITOR DATE: July 22, 2023

EXHIBITOR TABLE FEE: \$250

EXHIBIT HOURS: Saturday, July 22, 12:00 p.m. - 5:00 p.m.

|                         |                         |
|-------------------------|-------------------------|
| Registration and Set-Up | 10:30 a.m. - 11:45 a.m. |
| Opening                 | 12:00 p.m.              |
| Closing                 | 5:00 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 NYS PTA Registration table by 2:00 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 NYS PTA Summer Leadership Conference Coordinator or NYS PTA President.** (See section: **IRREGULAR CANVASSING ACTIVITIES BEYOND EXHIBIT SPACE**).

**The distribution of any food item must be pre-approved by NYS PTA and the Hosting Organization.** You must submit a list of said items with your contract. **The SALE of any food item is PROHIBITED.** NYS PTA and Crowne Plaza-the Desmond Hotel reserve the right to disallow the distribution of any items that have not been granted pre-approval.

#### EXHIBIT INCLUSIONS:

Providing: One 6-foot table and two chairs

#### IMPORTANT NOTICE:

NYS 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

### REGISTRATION FOR TABLE SPACE/CONTRACT:

Applicants are required to register online as an exhibitor at a NYS PTA event. Each online registration must be submitted along with the full payment. Acceptance of the aforementioned by NYS PTA constitutes an agreement to go to contract, entitling the exhibitor to table space (to be designated by NYS PTA).

### INSTALLATION AND BREAKDOWN:

Exhibit Table(s) must be set up by 11:45 a.m. on Saturday and should be dismantled by 5:30 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 NYS 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 views 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 NYS PTA Conference Coordinator or NYS PTA President 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 NYS PTA LOGO:

An Exhibitor may NOT use the NYS PTA logo on products offered for sale without the prior written consent of the NYS PTA Conference Coordinator or NYS PTA President. 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 NYS 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 NYS PTA.

### RESTRICTIONS IN OPERATION OF EXHIBITS:

NYS 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 NYS 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 NYS PTA determines, is objectionable. In the event of such restriction or eviction, NYS PTA is not liable for any refunds of rentals or other exhibit expense NYS 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 NYS PTA, NYS PTA shall determine and refund to the applicant on a prorated basis after the deduction of expenses incurred by NYS 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 NYS PTA, the Hosting Organization, nor the management, officers, or staff members of either NYS PTA or the Hosting Organization 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 NYS PTA, nor the Hosting Organization maintains insurance neither covering the Exhibitor's property nor is it the sole responsibility of the Exhibitor to obtain said insurance. Neither NYS PTA, the Hosting Organization, nor management, officers, agents, employees or the representatives of NYS PTA, or the Hosting Organization 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 NYS PTA, the Hosting Organization, 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 the Hosting Organization.

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 the Hosting Organization. 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 the Hosting Organization any and all costs of replacement of damaged the Hosting Organization 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. NYS 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 NYS PTA. They have been formulated for the best interest of the Exhibitor. All points not covered are subject to the decision of NYS PTA.

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

**1. REGISTRATION AND CONTRACT:** These Terms and Conditions, together with the Exhibitor registration and all information including Exhibitor Information and Rules and Regulations, constitute the entire agreement (“Contract”) between NEW YORK STATE PTA (“NYS 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 NYS 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 NYS 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 confirming the Exhibitor Contract terms within the online registration, the individual represents and warrants that he/she is duly authorized to execute this binding Contract as or on behalf of the Exhibitor. NYS PTA may, in its sole discretion, assign its rights and liabilities hereunder to a successor-in-interest to NYS PTA, without the written consent of the Exhibitor, provided notice of the assignment is given.

**2. PAYMENT TERMS:** Exhibitor fees can be paid via credit card upon online registration, or will be invoiced, upon request, by NYS PTA in the manner outlined in the Exhibitor approved registration. 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. NYS PTA reserves the right to deny exhibit space to any Exhibitor whose invoice is not fully paid prior to the event.

**3. ATTENDANCE:** NYS PTA makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any NYS 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 NYS 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 thirty (30) 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 NYS PTA and/or the Hosting Organization. The Exhibitor acknowledges that some event Hosting Organizations prohibit giveaways of all kinds.

**8. ENDORSEMENTS:** Neither NYS 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 NYS PTA, or the Hosting Organization, without prior written consent from NYS PTA Conference Coordinator or NYS PTA President.

**9. LIABILITY AND INDEMNIFICATION:** Neither NYS PTA, nor the organization hosting the Event (“Hosting Organization”), nor the management, officers, employees or agents of either NYS 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 NYS 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 NYS 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 NYS 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 NYS 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 NYS PTA:** The Exhibitor’s space may be canceled by NYS PTA for failure to make payments when due or failure to comply with the Contract. If space is canceled by NYS PTA, the Exhibitor will be notified in writing. Upon such cancellation, NYS 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 NYS PTA.

**12. EVENT CANCELLATION:** NYS 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 NYS 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 NYS PTA, such as, but not limited to, damage or destruction to buildings or facilities as a result of war, riots, strikes, weather, pandemics, or acts of government, then NYS 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 NYS 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 NYS PTA. They have been formulated for the best interest of the exhibitor. NYS PTA respectfully asks for full cooperation of the exhibitor in their observance. All points not covered are subject to the decision of the NYS PTA.