

# Terms and Conditions

1. **Table Assignments:** The final table assignments remain the right of NYSNA. Exhibitors will be notified of their assignments by email no more than one week prior to each show. No assignment of space will be made or held unless full payment accompanies the signed application and contract.

2. **Half Tables:** Half tables are NOT available for this event.

3. **Brokers/Distributors:** NYSNA does not offer broker tables. Tables will be grouped with broker/distributor unless otherwise stated.

4. **Use of Space:** There will be one exhibitor per table. Exhibitors are not permitted to sublet or divide space or display any items of any non-exhibitor. Noncompliance will result in exclusion from future shows. Distributing of advertising is limited to the table assigned to the exhibitor. Additional tables or "back tables" will not be available onsite. Please feel free to bring your own, but keep in mind space is limited.

5. **Limitation of Liability:** It is agreed that the exhibitors will assume responsibility for any damage to host property by their exhibits. The exhibitors further agree to make no claims for any reason whatsoever, including negligence, against the New York School Nutrition Association or the host property for loss, theft or damage or removal of exhibit, nor for any injury to himself or employees while exhibits are in progress, being set up or dismantled, nor for any action of any nature of the New York School Nutrition Association and the host property which may render any exhibit area unusable nor for failure to hold the event scheduled. Organizer makes no warranties regarding the number of persons who will attend this event. Any action arising out of this agreement or the Event shall be brought in Albany, NY. Organizer shall be entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement.

6. **General Show Policy:** As a matter of general policy, NYSNA reserves the right to restrict exhibits which, because of the noise, method of operation, materials, safety or any other reason become objectionable, and prohibit or evict any exhibit which in the Board's opinion may detract from the general character of any exhibit as a whole. This policy includes persons, things, conduct, printed matter or anything of a character which is determined to be objectionable to the exhibit. In the event of such restrictions or eviction, NYSNA is NOT LIABLE for any refunds of rentals or other exhibit expense, for a liability loss or prestige to the company, business volume loss, expense of personnel at the conference and so forth.

7. **Commodity Products:** Each processor will need to label each commodity item displayed on the table with the correct code number so the Directors are easily able to distinguish the items they would like to order. Please prepare your processed items using raw product most similar to the government commodity provided to you through diversion (i.e. having the same percentage of fat, sodium, etc.). Please plan to prepare cooked products for sampling - This event is all about tasting prepared products. Please be sure to read the special instructions for certain locations.

8. **Cancellation Policy:** There will be a \$100 processing fee for all refund requests for cancelled booths submitted in writing on or before November 15, 2022 for Long Island and November 30, 2022 for Rochester & Saratoga. After these dates, NYSNA will not give refunds for table cancellations (including electric).

9. **Acceptance:** Upon acceptance of the table application and contract herein provided by the New York School Nutrition Association and receipt of payment by NYSNA, there shall be a legally binding contract between the Exhibitor and NYSNA. It shall be understood by both parties that the exhibitor agrees upon the terms and conditions of exhibiting stated herein. The authorized Exhibitor must sign the application and contract.

10. **Electric:** Electric must be requested/purchased on the electric request form prior to each event. Electric cannot be ordered on site. Please be mindful of ALL your electric needs including personal items (cell phones, laptops, etc.). Exhibitor must bring own extension cords and power strips - the host properties will charge for borrowed A/V equipment. Electric request forms can be submitted to NYSNA up until November 18, 2022 for Long Island and December 2, 2022 for Rochester & Saratoga.

11. **Kitchen:** In order to obtain access to the kitchen, the box must be checked on the application/contract form. You are responsible for bringing your own supplies and equipment. Please clean up after yourself in the kitchen. To keep food warm, we encourage you to bring sternos and chafing dishes, as you may not be able to use heat lamps in all locations.

12. **Registration Lists:** Attendee registration lists will be sent to all exhibitors no more than one week prior to the event. We will also provide a final registration list to exhibitors after the show. Registration list will be sent to the email address noted as the contact person on the form.

13. **Event Layout:** NYSNA reserves the right to adjust event format and schedule as needed due to changes in COVID-19 regulations and restrictions.

14. **Exhibit Break Down:** No exhibitor may begin dismantling his exhibit or pack or remove articles on exhibit until AFTER the closing hour of the exhibits. This practice is disruptive to other exhibitors, discourages full participation by our Food Service Directors and is considered to be rude.

15. **Badges:** Admission will be by NYSNA badge ONLY. Badge must be worn for entire length of show. Two (2) complimentary badges will be issued to each booth. If additional badges are required, the fee for each badge is \$25. Changes to badges can be submitted to NYSNA up until November 18, 2022 for Long Island and December 2, 2022 for Rochester & Saratoga. After these dates, onsite reprints will be \$25 per badge -- must be paid onsite at that time. ALL exhibitors must check in at registration before accessing the exhibit hall. NYSNA policy prohibits attendance at the exhibits by any nonexhibiting industry representatives. Vendors cannot give away their badge to any other person, even those within the same company.

16. **Insurance:** Exhibitor agrees to provide a certificate of insurance naming NYSNA as an additional insured on their policy, effective through December 31, 2022, when submitting the booth application/contract. This must be received by November 15, 2022 for Long Island and November 30, 2022 for Rochester & Saratoga or exhibitor will be subject to cancellation.

17. **Photography:** I understand that NYSNA may, at its option, make photographs, videos or recordings of conference events, which may include my likeness or participation, and reproduce them in the NYSNA educational, news or promotional material, whether in print electronic or other media, including the NYSNA website.