

Terms and Conditions of NYSNA Conference Exhibit Space Agreement

1. **Booth Construction and Show Services:** Standard 10' x 8' draped booth setup with 5' high back wall drape and 3' high side draped partition. Booths on the two outside walls will have an 8' high back wall drape – see floor plan. All booths are 10' wide x 8' deep unless otherwise noted. NYSNA reserves the right to adjust booth size should increased booth requests require it. All parts of all exhibits must be contained within exhibitor's assigned space boundaries. Aisle space is under the control of NYSNA. Booth decorations, additional furniture and drapery are available to the exhibitor through the Decorator, Great Lakes Events (GLE), who will be directly paid by the exhibitor. **GLE will email a Decorator Packet to each exhibitor approximately one to two (2) months prior to the show. Electric will be provided through GLE. NYSNA is not responsible for any service provided by independent Contractors.**
2. **Assignment of Space:** The conference floorplan is available online to see what space is still available. Once you have submitted your online registration application/contract, please be ready with your booth preferences as Alyssa Molinari will email you to assign the space. An application/contract with payment will secure your preferred space. **For an application/contract without payment, a temporary hold will be made for five (5) business days.** If payment is not received before the close of business on the fifth business day, the space will be released. Once space has been assigned, no changes will be made unless under extreme circumstances. NYSNA reserves the right to alter the official floorplan, and/or re-assign any exhibitor's location as deemed advisable up to the opening of the show.
Note: Assignment of space is made on a "**first come, first served, as paid basis**" by date.
3. **Half Booths:** With permission from the NYSNA Executive Director, manufacturers who are **corporate members** may pay for a half booth. The early bird, member rate is \$900 and the standard member rate is \$1,100. To assure a half booth, the exhibitor must arrange for the other half of the booth to be purchased. If there is no such arrangement, the half booth will not be allowed to exhibit and will be subject to the cancellation policy. **Limit of six (6) half booths, totaling three (3) full booths, per broker.**
4. **Use of Space:** There will be one exhibitor per booth except in the case of half booths – see above. **Exhibitors are not permitted to sublet or divide space or display any items of any non-exhibitor.** Distributing of advertising is limited to the booth assigned to the exhibitor. The back of the booth must not exceed the height of the exhibit back drape.
5. **Limitation of Liability:** It is agreed that the exhibitors will assume responsibility for any damage to Turning Stone Resort Casino's 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, Great Lakes Events or Turning Stone Resort Casino 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 Turning Stone Resort Casino which may render any exhibit area unusable nor for failure to hold the Annual Meeting 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. **Insurance:** Exhibitor agrees to provide a certificate of insurance naming NYSNA as an additional insured on their policy, effective through October 31, 2022, when submitting the booth application/contract. This must be received by October 1, 2022 or exhibitor will be subject to cancellation.
7. **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.
8. **Brokers:** NYSNA does not offer broker booths.
9. **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. The price of the booth rental does not include additional services such as: storage, placement, shipment or reshipment of exhibit materials, special lighting, booth furnishings, tables, chairs, electrical supplies, carpet, individual booth cleaning or any other special services, which are the financial responsibility of the exhibitor.
10. **Contract Acceptance:** NYSNA reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by the Association, all paid fees will be returned to the applicant.
11. **Application Approval:** Upon acceptance of the booth application/contract herein provided by NYSNA 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.
12. **Cancellation Policy:** There will be a \$100 processing fee for all refund requests for canceled booths submitted **in writing** on or before **September 1, 2022**. You may submit your cancellation request via email to allyssa@nyschoolnutrition.org. No refunds will be made on cancellations received after **September 1, 2022** or for **NO-SHOWS** including half booths which have no exhibitor to fill the other half.
13. **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/half booth. If additional badges are required, the fee for each badge is \$25. **Please limit it to four badges per booth. Changes to badges can be submitted to NYSNA up until October 1, 2022. After that date, onsite reprints will be \$25 per badge -- must be paid onsite at that time.** Out of respect for other exhibitors, please limit your attendees to representatives from your company. **NYSNA policy prohibits attendance at the exhibits by any non-exhibiting industry representatives. Exhibitors CANNOT give name badges to anyone else outside of their company. This will be closely monitored onsite. NEW THIS YEAR: All meal tickets will be printed on name badges.**
14. **Registration:** Badges will be available for pick up at the Exhibitor Registration booth, located in the foyer directly outside of the exhibit hall. ALL exhibitors must check in at registration before accessing the exhibit hall. Meal tickets will be printed directly on the name badges.
15. **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 attendees and is considered to be rude.
16. **Fire Regulations:** Any booth with an open flame (including sterno) needs to have at least two (2) 20lb BC portable fire extinguishers visible in their booth. Vendors are required to provide proof of fire rating for all materials used in the exhibition. Cooking and baking appliances shall be on non-combustible surfaces and separated horizontally from combustible material display or storage by at least five (5) feet. The use of deep fryers with fatty oils is prohibited.
17. **Carpeting:** The aisle space of the Convention Center exhibit floor will be carpeted. Carpet is NOT included inside the booth and may be purchased separately through the Decorator.
18. **Electrical Requirements:** Electric must be ordered through GLE. The order forms can be found on the NYSNA Website. To receive the best price and ensure the least disruption to NYSNA exhibits, we ask that you order electrical service in advance directly through GLE.