

# 2024 Trade Show Contract

2024 New York State Auctioneers Association Marriott—Albany, NY March 9-10, 2024

| Type or P                        | rint   |                          |  |   |
|----------------------------------|--|--------------------------|--|---|
|                                  |  |                          |  |   |
| Address _                        |  |                          |  |   |
| City                             |  | State                    | Zip  | County  |
| Contact Na                       | ame  |                          |  | Title   |
| Phone                            | Fax  | E                        | mail                                       |   |
| Web addre                        | addressAdditional Information  |                          |  |   |
| EXHIBI                           | TOR BADGE REQUEST  |                          |  |   |
| Dooth or                         | NT OF EXHIBIT SPACE (Please note   | ed table 1 chair . 1 tio | cket to the Weld                           | come Reception, Saturday Dinner, and Sun-<br>spaces x \$ 250.00 = \$  |
| (Booth le                        | AND THE RESERVE OF THE PROPERTY OF THE PROPERT | rst serve basis. Thos    |  | ore than 1 booth will receive a discount on the   |
| NOTES:                           |  |                          | licate if you nee                          | d electric for your booth. Please bring your own  |
| \$120/nic                        | FRATION AND ROOM RESERVATION. Call early for reservations 1-800-228 event tickets may be paid with a single cl   | -9290 or 518-458-84      | 44 and specify N                           | YS Auctioneers Association room block. Boom   |
|                                  | Extra Meals  | Saturday reception       | on and dinner                              | x \$110/per person \$   |
|                                  |  |                          |  | x \$115/per person \$   |
|                                  | TOTAL COS  | ST (booth rental and     | event tickets)                             | = \$  |
| COMPLETE & RETURN THIS FORM:     |  |                          | PAYMENT OPTI                               | ons   |
| MAIL:                            | NYSAA<br>48 N. Emerson Avenue, Ste 300<br>Greenwood, IN 46143  |                          | Charge my Cree<br>I authorize NYS<br>Pleas | d (Remit in U.S. funds only)<br>dit Card<br>AA to charge this credit card for the balance due.<br>se circle one.<br>SCOVER AMERICAN EXPRESS |
| IF YOU HAVE ANY QUESTIONS, CALL: |  |                          | Credit Card Nu                             | mber  |
|                                  | Kathy Baber, Executive Director  |                          | Exp. Date                                  | 3 digit securitybilling zip code  |
| 855-496-9722                     |  |                          | Print Cardhold                             | er's name   |
|                                  |  |                          | Card Billing Ad                            | dress   |
|                                  |  |                          |  |   |

## Terms & Conditions

### **Exhibitor Agrees:**

Upon Execution of this contract to pay the total cost of booth space. No space allocations will be made, nor will this contract be processed until payment is made for debts and obligations to the NYSAA that are in excess of 45 days due and owing. NYSAA reserves the right to offset any debt 45 days past due with payments received under this contract, and in the event such exhibitor fails to submit payment for such past due indebtedness and its proportional payment due and owing pertaining to the exhibit contract, NYSAA reserves the right to prohibit the exhibitor from participating in the NYSAA Annual Convention and if monies due are not fully paid in addition to the above referenced indebtedness 30 days prior to the opening of the convention, the Association may, at its option, terminate and reassign this space to another exhibitor.

That the terms and conditions are hereby incorporated in and made a part of this contract, and shall be binding on the parties hereto.

As always, the NYSAA makes every attempt to increase traffic to your booth. Even if you are in an exhibitor room, please be sure to secure your items and take any valuables with you when you are not at your booth. By Exhibiting at the NYSAA Annual Convention you agree to hold harmless the New York State Auctioneers Association and Harbor Hotel from any and all damages or destruction, including theft or mysterious disappearance to any and all equipment owned and/or leased by your group.

That NYSAA will have the right to make all space assignments in accordance with a first-come first-served rule. NYSAA reserves the right to shift space assignment after the contract has been signed if it is necessary.

The NYSAA will have the right of interpretation and approval of all matter pertaining to the contract, rules and regulations.

That NO Exhibitor shall reassign, sublet or share the whole or any part of exhibit space allotted to the contracting firm without the express written consent of the NYSAA.

That space will be considered cancelled by exhibitor upon the date that written notice of cancellation is received by NYSAA and refunds for cancelled space will be given as follows:

- If space is cancelled before January 15, 2025, NYSAA will refund 100% of the space less a \$25.00 processing fee.
- If space is cancelled before January 31, 2025, NYSAA will refund 50% of the space cost less a \$25.00 processing fee.
- If space is cancelled on February 1 or after, the NYSAA will retain 100% of the space cost. No refunds after February 1, 2025.

In the event the show is cancelled because of reasons beyond the control of the NYSAA, space fees already made will be returned to exhibitors on a pro rata basis, after all related Show expenses incurred by the NYSAA, through the date of cancellation, have been met and such refund shall be accepted by exhibitor in full settlement of all loss of damage suffered by exhibitor.

If, by reason of fire, hurricane, earthquake, or another cause or condition beyond the control of the NYSAA, convention center becomes unavailable, exhibitor hereby authorizes NYSAA to assign to exhibitor, in lieu of the space described herein, such space, regardless of size of location, in such other buildings as NYSAA may be able to procure of the holding of such exhibition, regardless of the location thereof. Exhibitor shall use and occupy such substituted space at the same rent and under the same terms and conditions as are set forth in this contract, and NYSAA shall not be liable to the Exhibitor for any loss or damage suffered by exhibitor by reason of such unavoidable post-ponement and relocation of the Exhibitors.

## **Exhibit Installation and Dismantling:**

Booth Setup:

Sunday, February 16, 2025 8:00am—9:00am (Please be completely setup by 9:00 AM, Sunday, February 16)

Teardown:

Sunday, February 16 after 4:00 PM

**Exhibition Hours:** 

Sunday, February 16 9:00 AM—5:00 PM

## Standard Booth Equipment Provided:

Included in the price of each booth will be a 6 or 8 foot covered table & two chairs. Electrical and Internet needs may be ordered on the front page of this agreement. Exhibitor must provide their own electrical cords. Any additional requirements are the responsibility of the exhibitor. All other furnishings will be provided by the exhibitor at his/her own expense and responsibility. The Contact the NYSAA for more info. Questions regarding rules and regulations of NYSAA exhibit policies should be directed to the NYSAA.

#### **Box Delivery:**

The customer is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from the conference center. The hotel is not responsible for damage or loss of any items left in the hotel prior to or following any function. The hotel accepts no responsibility for goods shipped to the hotel prior to scheduled functions or left after a function is completed. The hotel will accept packages 24 hours prior to the function, but not hetween 11 am and 1 pm daily. Parcels will not be accepted on pallets or skids, and the shipper will be responsible for the loading and unloading of packages into the hotel. Packages must be marked appropriately with:

Attn: Your Contact Name, Your Company New York State Auctioneers Convention Meeting Date: February 16, 2025 C/O Watkins Glen Harbor Hotel Phone: 1-607-535-6116 16 N. Franklin Street, Watkins Glen, NY 14891

The hotel may request the customer obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the center.

## Space Regulations:

All demonstrations, advertising and promotional activities of any exhibitor must be confined to the limits of the assigned exhibit space. No outside demonstrations, meetings, product, exhibits, displays or group product discussions may be conducted anywhere without the express written consent of the NYSAA. The distribution of magazines, newspapers and other literature outside the exhibitor's space is prohibited.

Annoyance: Exhibitors will take every reasonable precaution to minimize the noise of operating exhibits. In the event that any other exhibitor objects or protests to the noise level, the NYSAA shall reserve the right to require the exhibitor to cease operation of the exhibit or take measures to reduce the noise level. Exhibitors are prohibited from using objectionable amplify or special lighting equipment. NYSAA also reserves the right to require exhibitors (at exhibitors expense) to change, alter, modify or remove all or part of its exhibit due to any objectionable odors emanating from the display booth.

Floor Safety: NYSAA reserves the right to stop any product demonstration on the show floor which is determined by the NYSAA to be a hazard or not consistent with the rules and regulations of the NYSAA exhibit policies or disrupt the show. Photography, video production and/or graphic reproduction of other exhibitors' booths and products displayed therein is strictly prohibited. Serving of alcoholic beverages, beverages of any kind or food from exhibitors' booths is prohibited, unless approved by the NYSAA. All exhibits are centrally located and surrounded by the convention activities. Exhibit locations will be assigned by the NYSAA and may not be rearranged by the exhibitor.

Care of Buildings & Equipment: Exhibitors are cautioned that they are directly responsible for any damage to the convention center. Nothing may be affixed to any wall, ceiling or floor with express written permission from the convention center. Any damage to floors caused by leaking equipment will be the direct responsibility of the exhibitor. Skids must be used on all pieces of heavy equipment not on wheels. Bolts, fasteners or other objects on skids must be countersunk to avoid damage to the floor.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by the hotel, its owners or manager which results from any act or omission of exhibitor. Exhibitor agrees to defend, indemnify and hold hamless the hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damage or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invites with arise from or out of exhibitor's occupancy and/or use of the exhibition premises, the hotel or any part thereof. The exhibitor understands that the hotel and the NYSAA do not maintain insurance covering the exhibitor's property and that it is the sole responsibility of the exhibitor to obtain such insurance.

Liability: The exhibitor agrees to make no claim against the New York State Auctioneers Association (NYSAA), its members, any related companies, its agents or employees for any injury to any exhibitors, his employees, agents or property or for any loss by fire, water, theft, damage, delay, mechanical failure, labor trouble or any cause whatsoever while exhibitors and merchandise are in transit, or within the exhibit hall, nor for any damage to his business, for failure to provide space in the exhibit hall, nor for any action of the Association, its members, or agents for failure to hold the show as scheduled. The New York State Auctioneers Association reserves the right to restrict, close and remove the exhibits which because of noise, method of operation, uncooperative personnel, discord in advertising or for any other reason becomes objectionable to the overall conduct, success and high standards established by the NYSAA Convention. The exhibitor further agrees to indemnify and hold harmless the NYSAA from any liability resulting from acts of omissions of the exhibitor, its agents, servants or employees.