

# Contract for Exhibit Space

THE UNDERSIGNED APPLICANT hereby applies for space in the above listed exposition ("Exposition") subject to the rules and regulations and instructions of the Association ("The Council"), and its agents, as stated herein or incorporated herein by references. We have read and agree to abide by all instructions, exhibitor information, rules and regulations that are part of this agreement.

The following options are being provided for exhibiting for ALL PARTNERS

Space is available offering a 8' deep x 10' wide supplied with individual signage representing your firm, (1) 6-foot x 30-inch draped table, (2) side chairs, and (1) wastepaper basket. (Value: \$2,100)

MANAGEMENT: The exhibit portion of the Winter Institute ("Exposition") will be conducted under the direction of the LEAF, Inc./New York State Council of School Superintendents (the "Association").

The Council, referred to herein as "Association," reserves the right, at its sole discretion, to alter the exhibit hours or floor plan arrangement in any manner that is in the best interest of the Exposition.

#### APPLICATION FOR EXHIBIT SPACE:

Exhibitors at the 2022 Winter Institute will be allowed to pick a booth space. If the Association does not hear from the exhibitor, they will assign an appropriate booth space as determined by the Association Staff. A signed contract with total payment must reach The Council offices by Tuesday, March 1, 2022 in order to participate in the Winter Institute. Telephone/fax/or e-mail reservations will be honored providing the total payment and signed contract is received in The Council's offices on or before Tuesday, March 1, 2022. If registration information is faxed and not legible, it may delay your registration processing. If full payment is not made by the date agreed upon, The Council reserves the right to cancel exhibit space for Winter Institute and any other benefits involved with the Winter Institute. If full payment is not received by the deadline, and another company has requested that space, the first company will receive notice that the booth space has been reassigned. The Association will provide written acknowledgment of reservations received by telephone or fax.

Final booth assignment rests with the Association who will strive to accommodate all exhibitors without causing conflict with a similar product/service. Exhibitors are limited to suppliers of products and services related to school management/administration. The Association reserves the right to determine, at Association's sole discretion, eligibility of all exhibit space applicants and individual products to be exhibited. The Association's acceptance of the application does not imply endorsement of exhibitor's products or service. The Association's rejection of application exhibit does not imply that the product or service lacks merit.

PAYMENT: Full payment of your Council contract must accompany this application. No space will be saved without full payment.

#### NO ASSIGNMENT OR SUBLETTING:

The rights of an exhibitor may not be assigned to any other firm(s) or person(s). No exhibitor may assign, sublet or apportion the whole or any parts of the space allocated him/her nor exhibit therein any other goods than those manufactured or sold in the regular course of business by the exhibitor. Identification badges are not transferable. Admission will be by badge only.

#### ADMITTANCE DURING NON-SHOW HOURS:

Access to exhibit space is permitted only during show hours. All exhibit space, regardless of location, may be open only during show hours determined by the Association.

#### COMPLIANCE AND REGULATIONS:

No combustible materials, such as crepe, tissue, cardboard or corrugated paper, shall be used at any time. Fire inspectors do not consider "fire-proofed" paper non-combustible, hence it is not permitted to be used. All muslin, velvet, silken or other cloth decorations must pass a flameproof test as prescribed by applicable fire ordinances. All flammable materials must be kept in safety containers. Exhibitor shall comply, at exhibitor's sole cost and expense, with all applicable national, state, city, municipal and other governmental regulations including but not limited to fire and safety laws and with the applicable rules and regulations of the facility in which the Exposition is held.

Exhibitor advertising will not be permitted at any location other than the booth or exhibit room. Nothing shall be tacked, nailed, screwed, or otherwise attached to columns, walls, floors, furniture or other properties of the building or booth equipment. Exhibitor may not apply paint, lacquer, adhesive or other coating to building columns or floors or to booth equipment. Exhibitor shall be liable for damages caused from failure to comply with the foregoing provisions. (Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the exhibitor.)

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**LIABILITIES:** The Association, its officers and staff, and the Albany Capital Center, the building owners or their representatives will not be liable for injuries to any person or for damages to or loss of property owned or controlled by exhibitors to which claims for damages or injuries may be incident to or arising from, or to be in any way connected with the exhibitor's occupancy of the exhibit space or participation in the Exposition. The exhibitor agrees to indemnify and hold the Association, its officers and staff, the Albany Capital Center, the building owners or their representatives harmless against all such claims. The exhibitor should contact his/her insurance broker or carrier to arrange for insurance coverage. The Association or the Albany Capital Center shall not be held responsible for the conduct of contractors or their employees and assumes no responsibility for failure to perform by contractors, their charges, or any other matter relating to contractors or exhibit facility.

In the event of a natural or unforeseen emergency, or any other reason beyond the control of the Association or the Albany Capital Center which would cause a cancellation of the Exposition, it is understood that the Association or the Albany Capital Center will not be liable for damages of any kind, except the return of monies paid for space less an amount representing the exhibitor's pro rata share of the expenses incurred up to the time of cancellation, such amount to be determined by the Association.

**INTERPRETATION, AMENDMENTS, ENFORCEMENT:**

Failure to comply with the Rules and Regulations or Exhibitor information, or any amendment thereto, will be sufficient cause for Association to require the immediate removal of the exhibit of the offending exhibitor who will forfeit all further right to exhibit during the Exposition, together with all fees and rentals paid by him/her, and Association may lease any space so forfeited to another exhibitor. Exhibitor shall be liable for damages caused by Exhibitor's failure to comply with the Rules and Regulations. Exhibitor information and any amendment thereto, and repairs of damage to property may be made at Exhibitor's sole cost and expense. The failure of Association to insist upon a strict performance of any of these Rules and Regulations or information shall not be deemed a waiver of any rights Association may have.

The Association, through its representatives, shall have sole discretion in the interpretation and enforcement of all rules contained herein, and the power to make such amendments thereto and such further Rules and Regulations as they consider necessary for the proper conduct of the Exhibition and convention. Association reserves the right, in its sole discretion, to dismiss, prohibit, or evict any exhibit which does not conform to the dignity and general business character of the Exposition.

**HOLD HARMLESS CLAUSE:** Exhibitor assumes entire responsibility and hereby agrees to protect, defend and save the Association or the Albany Capital Center, the owners of the building in which exhibit facilities are located, and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof excluding any such liability caused by the sole negligence of the Association or the Albany Capital Center, the owners of the building in which the exhibit facility is located, its employees and agents.

In addition, Exhibitor acknowledges that the Association or the Saratoga Springs City Center, the owners of the building in which the exhibit facility is located, do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitors to obtain business interruption and property damage insurance covering such losses as Exhibitor may incur.



**2022 Winter Institute:  
Creating A Culture of  
Innovation and Imagination**  
**March 6-8, 2022**  
**Albany Capital Center  
Albany, NY**

