

NEW YORK BANKERS ASSOCIATION CONFERENCE EXHIBITOR AGREEMENT TERMS AND CONDITIONS

The terms and conditions set forth below are hereby expressly incorporated into the NYBA Exhibitor Registration Form and together with the NYBA Exhibitor Registration Form comprise the Exhibitor Agreement.

The Exhibitor Agreement will not be effective until an Exhibitor Registration Form is completed and submitted via the NYBA website, and NYBA approves the Exhibitor Registration Form. By submitting the Exhibitor Registration Form, Exhibitor's Agent(s) agrees that he/she is fully authorized to enter into this Agreement and bind Exhibitor to its terms. Furthermore, Exhibitor's Agent(s) acknowledges that he/she has fully reviewed and understands the terms and conditions referenced herein.

1. DEFINED TERMS

- A. "Agreement" shall mean the herein Terms and Conditions and the Exhibitor Registration Form.
- B. "Event" shall mean the specific **NYBA** conference specified in the accompanying Exhibitor Registration Form.
- C. "Facility" shall mean the **conference venue specified in the Exhibitor Registration Form**.
- D. "Exhibit Table", "Exhibit Table Space", or "Exhibit", shall mean the exhibit table and area leased to Exhibitor by **NYBA**, pursuant to this Agreement.

2. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become legally binding and effective only when Exhibitor has submitted the Exhibitor Registration Form and a payment in full has been received by **NYBA**.

3. ASSUMPTION OF RISK

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with the Exhibitor's participation in or presence at Event, including, but not limited to theft, loss, or damage of property, damage or injury to person or persons, (including death), or loss of income or future income, whether caused by negligent, intentional, or accidental acts, acts of God or otherwise. Neither **NYBA** nor Facility accepts any responsibility for theft, loss or damage of property, damage or injury to person or persons, (including death), or loss of income, whether caused by negligent, intentional, or accidental acts, acts of God, or otherwise, including with respect to items stored in any courtesy storage areas.

4. GENERAL RELEASE

Exhibitor hereby agrees to release **NYBA** and Facility, their officers, agents, directors, stockholders, owners, attorneys, insurers, lawyers, assigns, and affiliated and subsidiary corporations, and employees, and each of them, from all actions, suits, liens, losses, debts, damages, claims, or causes of action arising from personal injuries or property damage, including subrogation claims, specifically including, but not limited to, those claims and causes of actions which may arise out of the participation of **NYBA**, Exhibitor, and/or Facility, in the Event and/or any acts which occur between the date of the Signing of this Agreement and the Event.

5. INDEMNIFICATION

Exhibitor agrees to forever indemnify, hold harmless, and otherwise defend and/or vouch for (which includes but is not limited to hiring attorneys licensed in New York State and approved by) **NYBA** and Facility against any and all claims, demands, suits, causes of action, arbitration demands and arbitrations, liens and mechanics liens, which result from Exhibitor's participation or presence at the Event, including but not limited to:

- A. Any breach by Exhibitor of this or any Agreement, covenant, promise or other obligation under this Agreement.

- B. Any violation by Exhibitor of any City, County, Municipal or State law, regulation or ordinance.
- C. Any infringement by Exhibitor of patent, copyright, trademark, trade secret, or other proprietary rights.
- D. Any libel, slander, defamation or similar actions by Exhibitor.
- E. Claims involving personal injury, wrongful death, property damage, emotional distress, loss of income or future income, misrepresentation, and fraud.
- F. Any other claims involving negligence, breach of contract, or intentional torts.

6. LIMITATION OF LIABILITY

- A. Neither NYBA nor Facility shall be liable for any lost profits, or incidental, special, general, consequential or punitive damages, direct or indirect, whether or not Exhibitor is informed of the possibility of such damages. In no event shall **NYBA** or Facility's actual damages exceed the amount actually paid to **NYBA** by Exhibitor pursuant to this Agreement.
- B. The Exhibitor will assume the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment, and other property brought upon the premises of the Facility, and will indemnify and hold harmless NYBA, Facility and any authorized representative, agent, or employee of the foregoing against any and all losses, damages and claims.
- C. To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless The Saratoga Hilton ("Hotel"), Hotel's owner (534 Saratoga Broadway, LP), Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as New York Bankers Association ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises.

7. DISCLAIMER

NYBA makes no representation, guarantees, or promises expressed or implied, regarding the number of people who will attend the Event, the amount of revenue Exhibitor can expect to generate from the Event, the number of visitors to visit your booth regardless of location, or any other matters regarding the Event. Any such statements, prior to or after the execution of this Agreement, are mere opinion and unless expressly included in this Agreement, are hereby disavowed.

8. INSURANCE

NYBA assumes no responsibility to protect, insure, or indemnify Exhibitor against the loss of, or damage to, Exhibitor's property. Exhibitor is required to insure its property against damage, loss, or theft. If requested, Exhibitor will provide proof of additional insured endorsements, primary coverage endorsements, and complete copies of policies within sixty (60) days before the first scheduled day of Event.

Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

9. QUALIFICATIONS/ELIGIBILITY OF EXHIBITOR

NYBA in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. **NYBA** reserves the right to restrict or remove any Exhibit that **NYBA**, in its sole discretion, determines to be objectionable or inappropriate.

10. ASSIGNMENT OF TABLE SPACE/LOCATION/CLEANING

- A. Hours and dates for installing, showing and dismantling exhibits shall be those specified by NYBA in setup instructions to be issued to each exhibitor.
- B. **NYBA** retains sole discretion to determine Exhibitor's table location. Statements as to Exhibit Table location, in the absence of a written agreement, are not binding upon **NYBA**.
- C. Each table assigned pursuant to this Agreement will measure 6 feet in length, and will include a table-skirt and two chairs. Exhibitors will also be provided with access to electricity upon request.
- D. NYBA will provide Exhibitor with signage for their assigned Exhibit Table Space.
- E. It is the Exhibitor's responsibility to maintain and clean the assigned Exhibit Table Space, at Exhibitor's expense.

11. CANCELLATION OF AGREEMENT BY EXHIBITOR

Cancellation of this Agreement by Exhibitor will only be deemed valid if such cancellation is in writing to events@nyba.com and sent to NYBA **no later than August 14, 2022**. Any Exhibitors making cancellations in writing by such time will receive a refund, minus a \$100 administrative fee.

12. CANCELLATION OF AGREEMENT BY NYBA

NYBA reserves the right to cancel this Agreement, upon immediate written or verbal notice, in the event of any material deviation from the Agreement by Exhibitor, including but not limited to the following:

- A. If Exhibitor fails to make any payment required by this Agreement.
- B. Substantial deviation from agreed tabletop exhibit size or merchandise displayed.
- C. If **NYBA** determines Exhibitor is displaying or attempting to display objectionable or inappropriate material.
- D. Exhibitor's failure to adhere to booth assembly, occupation, and/or dismantling requirements.
- E. If NYBA does not receive Exhibitor's payment in full by 60 days prior to Event date.

13. EFFECT OF CANCELLATION OF AGREEMENT

In the event of cancellation by **NYBA** pursuant to Paragraph 12 of this Agreement, **NYBA** reserves the right to take any or all of the following steps:

- A. Refuse Exhibitor permission to move in and set up exhibit at Facility.
- B. Refuse Exhibitor access to Facility, except to remove Exhibitor's property that is already in Facility at the time of cancellation.
- C. Enter into another Agreement with another vendor for the exhibit space **NYBA** set aside for Exhibitor, which space becomes available due to this cancellation. Notwithstanding the foregoing, **NYBA** is not obligated to re-rent the booth space in an effort to mitigate damages.
- D. Refuse to refund any monies advanced by Exhibitor pursuant to this Agreement.

14. CANCELLATION OF EVENT

- A. **NYBA** reserves the right to cancel Event due to circumstances beyond **NYBA's** control or not reasonably anticipated by **NYBA**, including but not limited, to acts of God, acts of war, governmental emergency, imposition of martial law, labor strike or unrest, or inability of Facility to host Event.
- B. If Event is cancelled pursuant to subsection (A), **NYBA** shall refund to Exhibitor all rental payments advanced for Exhibit space, minus a share of costs and expenses incurred by **NYBA** prior to cancellation. Such refund shall release **NYBA** and Facility from any and all liabilities due to cancellation.

15. RESCHEDULING/RELOCATION/RENAMING OF EVENT

- A. **NYLB** reserves the right to rename the Event, relocate the Event to another Facility within the same city as the original Facility, or reschedule the Event to a date between fifteen (15) days before and fifteen (15) following the Event was originally scheduled to begin.

B. NYBA renames, relocates, or reschedules the Event pursuant to subsection (A), Exhibitor will not be entitled to any refund of monies advanced. However, **NYBA** will make a space available for Exhibitor, within **NYBA'S** discretion, at the new location or on a new date.

16. ACCESS TO SPACE BY EXHIBITOR

A. NYBA reserves the right to determine dates and times when Exhibitor may assemble, occupy, and dismantle tables, booths and exhibits. **NYBA** and Exhibitor agree that these times are determined by **NYBA** to be in the best interest of the Event and must be strictly adhered to by Exhibitor.

B. Only Exhibitor and authorized employees of Exhibitor's are permitted in Exhibitor areas.

C. Exhibitor's allowance of unauthorized personnel in Exhibitor areas will constitute a breach of the Agreement, entitling **NYBA** to take appropriate remedies pursuant to the Agreement, including but not limited to, immediately taking possession of the exhibit space.

D. No refund will be given to Exhibitor if **NYBA** takes possession of the booth pursuant to this subsection.

E.

17. EVENT HOURS AND EXHIBITOR RESPONSIBILITIES

NYBA will distribute separate information regarding Event hours. However, Exhibitor agrees to abide by the following:

A. Exhibitors will be granted access to their respective booths no earlier than thirty (30) minutes prior to the published time Event is scheduled to open.

B. Exhibitor tabletop exhibits must remain open in accordance with the hours described in the program distributed in advance of the Event, or as amended by **NYBA**.

C. Exhibitor shall not distribute printed materials, souvenirs, or other promotional materials outside of the assigned Exhibit Table Space.

18. ADVERTISING AND PROMOTIONAL MATERIALS

A. Exhibitor grants to **NYBA** a fully paid perpetual merchandising license to use, display and reproduce Exhibitor's name, trade name, or product name in every advertising medium utilized for the Event.

B. NYBA shall not be liable for any errors in any listing, advertising, or promotional materials, or for omitting any Exhibitor from the directory or other lists, advertising, or other promotional materials.

C. Exhibitor grants **NYBA** the right to take photographs of Exhibitor's booth space, exhibits, or merchandise, before, during, or after the Event's scheduled times, and further grants **NYBA** the right to use such photographs for promotional purposes. Exhibitor agrees not to interfere with **NYBA'S** attempts to take such photographs for promotional purposes.

19. DAMAGE TO FACILITY

Exhibitor shall promptly pay for any and all damages to Facility, associated facility, booth equipment, or property of **NYBA** or other Exhibitors where such damage is caused by Exhibitor.

20. COMPLIANCE WITH LAWS

A. Prior to the scheduled date of the Event, Exhibitor shall be solely responsible for obtaining any necessary licenses, permits or credentials required by Federal, State, or local law, regulation, or ordinance applicable to Exhibitor's activities at Event.

B. Exhibitor shall be solely responsible for obtaining any necessary tax identification number and paying for all taxes, use fees, or other government fees, levies, or penalties which become due in connection with Exhibitor's activities at Event.

C. Exhibitor shall comply with all the rules and regulations of the Facility. Exhibitor shall not permit the delivery of merchandise at Facility without express permission of **NYBA**.

21. USE OF COPYRIGHTED MATERIALS

Exhibitor shall not play, or permit the playing, performance, or distribution of, copyrighted materials at the Event, unless it has obtained all necessary rights, permissions, and/or licenses, and paid all required royalties, fees, or other payments. Permission for copyrighted music is required from ASCAP, BMI, and/or SESAC when music is used at conventions or used for commercial or business presentations.

22. ATTENDANCE

NYBA retains sole right to control attendance, in accordance with any applicable State and local laws.

23. CONDUCT OF EXHIBITOR

A. Exhibitor at all times shall conduct itself in accordance with normal standards of decorum and good taste.

B. NYBA in its sole judgment may refuse to consider any Exhibitor for participation in future events for failure to abide by this Agreement.

C. NYBA reserves the right to close an exhibit space, terminate a contract, or withdraw acceptance of a contract due to Exhibitor's failure to abide by this provision.

D. NYBA reserves the right to regulate the sound, whether it be music, voice, special or artificial effects to the extent that the same interferes with other lessees within the facilities or is determined to be offensive or otherwise violates the terms or the rules and regulations of the lease agreement.

24. NON-ASSIGNMENT OF AGREEMENT

This Agreement may not be assigned, nor any rights hereunder, to any individual or entity. Any attempt to do so is expressly null and void.

25. INCORPORATION OF ENTIRE AGREEMENT

A. This Agreement constitutes the entire express understanding of **NYBA'S** and Exhibitor's rights, obligations, and liabilities, and may not be altered by Exhibitor without the express written permission of **NYBA**. Parol Evidence may not be used to contradict any provision of the Agreement.

B. Notwithstanding, Subsection (A), above, **NYBA** may adopt additional rules or regulations concerning the Event, upon reasonable written notice to Exhibitor, if **NYBA** determines they are necessary and in the best interest of the Event. Exhibitor agrees to observe and abide by such additional rules and regulations as if set forth in this Agreement.

26. GOVERNING LAWS

A. This Agreement and any dispute arising hereunder, shall be governed, and interpreted by the laws of the State of New York.

B. If any action should be instituted to resolve a dispute arising out of any matter relating to this Agreement, the parties expressly agree that said dispute shall be resolved in a court of competent jurisdiction located within the State of New York.

C. Exhibitor agrees to waive any right to contest to personal or subject matter jurisdiction in the event an action is instituted as described in Subsection (B), above.

27. USE OF AISLES AND COMMON AREAS

A. Distribution of samples and printed materials, including advertising, is restricted to the exhibit space.

B. All exhibits shall display products or services in a tasteful and un-offensive manner.

C. The use of aisles, passageways and overhead spaces remains exclusively under the control of **NYBA**. Any use of these areas by Exhibitor, including the displaying or hanging of signs, decorations, banners, advertising materials or special exhibits, is strictly prohibited without the express written approval of **NYBA**.

28. SUBLETTING/ADDITIONAL EXHIBITORS

- A.** No subletting or sharing of exhibit space will be permitted without the prior written consent of **NYBA**.
- B.** If **NYBA** allows additional exhibitors, a reasonable fee will be assessed in an amount to be determined at **NYBA**'s sole discretion.
- C.** Additional exhibitors will not be entitled to complimentary items set forth in the Exhibitor's offering with respect to the particular event. Only the Exhibitor who signed the original Agreement will be entitled to these items.

29. FIRE PREVENTION

- A.** All materials used for display or any other purpose, including those used in special constructed exhibits, such as fabric, must meet all applicable fire safety regulations.
- B.** The use of crepe paper and any decorative paper of any type is prohibited.
- C.** All displays must be inspected to confirm that they comply with fire regulations and this section. Displays that do not pass inspection will be ordered closed until such fire hazards are corrected against the danger of fire.
- D.** All booth equipment, tables, chairs, displays, and any other Exhibit supplies must not protrude into aisles. Violation of this Subsection may result in **NYBA**, or Fire Marshall or other duly appointed authorities, closing down Exhibit.

30. EXHIBITOR DELAY IN ARRIVAL AT EVENT

If Exhibitor, through circumstances beyond its control, is delayed beyond the scheduled arrival time, Exhibitor must notify **NYBA** at the Event site. Non-notification will result in resale of Exhibit space and all monies advanced by Exhibitor will be immediately forfeited.

31. MONITORING OF EXHIBITS

All persons entering the exhibit hall must register. Persons attending the conference will be given registration badges to permit their admission to the exhibit area.

32. SEVERABILITY

If any court or arbitrator having competent jurisdiction finds any provision within this Agreement violates Federal, State, or local law, and is therefore null and void, such a finding will not nullify any other provision of this Agreement, or the Agreement itself.