



Exhibitor Application & Contract

February 27-28, 2021

Sat, February 27th 10AM to 4PM | Sun, February 28th 10AM to 4PM
Albany Capital Center, Albany, NY

Company Name

Name to be listed on promotional materials (if different from Company Name)

Address, City, State, Zip

Contact Name

Title

Phone

Cell Phone

Email Address

Website

Please see attached booth floorplan. Booth rental includes Wi-Fi, pipe and drape, table and 2 chairs. Power is included with all booth rentals. Space will not be reserved until contract and full payment are received. Balance must be received by **February, 10th 2021**. Make checks payable to Empire Golf & Travel Expo. We do not guarantee your preferred booth location, but do our best to accommodate vendors. A health permit is necessary for all vendors selling or sampling food. **See Condition # 16 attached as it relates to cancellations as a result of the Covid-19 pandemic.**

Booth Rates

| Location | Size | Rate |
|-----------------------|--------|-------|
| 1 st Floor | 8'X10' | \$725 |
| 2 nd Floor | 8'X10' | \$895 |

Your booth selection

Two- and three-year contracts are available. They offer fixed rates for the term of your choosing! Please contact management if interested.

By signing this contract, you agree to abide by all terms, conditions, rules and regulations governing the Empire Golf & Travel Expo as contained herein which is part of this application. Exhibitors will not be permitted to exhibit unless account is paid in its entirety, full booth charges will apply. Cancellation of booth space must be received by Empire Golf & Travel Expo in writing prior to February 10, 2021, for refund of booth charges minus \$100 administrative fee.

Authorized Signature

Title

Date

Return Application to:

Empire Golf and Travel expo
C/O Deep Associates
34 Ashland St.
North Adams, MA 01247

Phone: 413-441-0993
Mike@empiregolfexpo.com
Empiregolfexpo.com

Empire Golf & Travel Expo Basic Terms and Conditions

1. Contract. This application, properly executed by exhibitor shall up- on written acceptance by Empire Golf & Travel Expo constitute a valid and binding contract. Empire Golf & Travel Expo reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Expo. It is further agreed that the conditions, rules and regulations as herein stated are made a part hereof as though fully incorporated herein, and that the said exhibitor agrees to be bound by each and every one thereof.

2. Exhibit Space. Rental shall be paid upon the following terms in order TO GUARANTEE EXHIBIT SPACE. Full balance must be paid by 2/10/21. Faxed applications must be followed by a check or e-payment within seven working days of receipt of fax. Management reserves the right to determine eligibility of exhibitors and appropriateness of exhibitors' products/services before acceptance of contract. Exhibitor will not be permitted to move in without full payment.

3. Subletting. Space Subletting is prohibited. No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted, or has representatives' equipment or materials from other than its own firm in the said place without the written consent of Show Management.

4. Aisles. The aisles, passageways and overhead spaces remain under the control of Empire Golf & Travel Expo, and no signs, banners, advertising materials or exhibits, will be permitted in those areas without permission from Empire Golf & Travel Expo. All exhibits and personnel must remain in confines of their own spaces. See exhibitor manual for specific details.

5. Exhibit Removal. No exhibits, part of an exhibit or merchandise may be removed from the building until 4:00 p.m. of the closing day without approval from Empire Golf & Travel Expo. The set-up and breakdown schedules must be strictly adhered to for the safety and convenience of all show exhibitors, attendees and the timely presentation of the show. Each Exhibitor must have an attendant in booth or display during all hours of the show. Anyone arriving late, leaving early or breaking down during show hours, may be denied entrance to future shows.

6. Liability of Exhibitor. The exhibitor is entirely responsible for the space occupied by him and shall not injure, mar or deface the premises. The exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the building. Furthermore, exhibitor shall not affix to the walls or windows of the building any

advertisements, signs, etc., or use adhesive type material on any painted surfaces. The exhibitor agrees to reimburse Empire Golf & Travel Expo and/or the building for any loss or damage occurring to the premises or equipment.

7. Booth Display. Included in the cost of the exhibit space is pipe and drape, (1) table, 2 chairs, Wi-Fi, electricity, 24-hour security service, and listing on Empire Golf & Travel Expo website. If you do not wish to purchase power, \$50 can be reduced from your balance if requested 7 days in advance of the opening day of the show.

8. Sales Restrictions. Any item(s) offered for sale at a wholesale or retail price must be offered at that price to attendees and exhibitors alike. Any limit on quantity and or price must apply equally and be clearly posted, adhered to and applied to all. Items cannot be limited by quantity or prejudice. The restrictions of sales items by quantity, unless clearly posted, can lead to that product being banned for sale.

9. Local Ordinance. All exhibits must comply with all City, State and Federal laws, ordinances, regulations and Fire Marshall Instructions. Any and all City, State or Federal licenses, inspections, permits or taxes required by law of any exhibitor in the installation or operation of his exhibit, shall be obtained by the exhibitor at his own expense prior to the opening of the Expo. Exhibitors must have in their possession at the show any licenses or permits required by the City or State.

10. Cancellation of Contract. The exhibitor shall forfeit his right to the space, all prepaid costs and upon demand, pay any balance owing to Empire Golf & Travel Expo if he fails to occupy or use his space or to have his exhibit completed by last designated hour of the opening day of the Expo. If the exhibitor forfeits the space, Empire Golf & Travel Expo may re-rent the space. If this contract is cancelled by exhibitor for any reason, or by Empire Golf & Travel Expo because of exhibitor's default or violation of this agreement, monies paid to Empire Golf & Travel Expo by exhibitor shall be retained as follows: If cancellation occurs in writing prior to 2/10/2021 the Empire Golf & Travel Expo shall refund of booth charges minus \$100 administrative fee. If cancellation occurs after 2/10/21, Empire Golf & Travel Expo shall retain the entire amount paid to date. Any cancellation must be in writing.

11. Disputes Resolved by Arbitration. Should any dispute arise between the parties concerning this agreement or matters contemplated herein, the same shall be resolved by binding arbitration,

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conducted pursuant to the rules and regulations of the American Arbitration Association. Any arbitration commenced hereunder shall be held in Albany, NY, by one arbitrator (who shall be a lawyer) in accordance with American Arbitration Association rules. Each party shall bear its own cost of arbitration.

12. Liability of Empire Golf & Travel Expo. If the Expo is cancelled, delayed, interrupted or not held as scheduled for any reason, other than an act of God, exhibitor's damages shall be limited to only the cost of the reserved space paid to Empire Golf & Travel Expo and Empire Golf & Travel Expo shall not be liable for any other damages or expenses; Empire Golf & Travel Expo shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of any breach of contract other than cancellation, delay, interruption, or not holding the show as scheduled, exhibitor's damages shall be limited to the cost for the reserved space paid to Empire Golf & Travel Expo.

13. Indemnification. Exhibitor shall protect, indemnify and hold harm-less Empire Golf & Travel Expo, their officers, agents and employees from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit and activities of the exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of exhibitor, including but not limited to claims, damages, losses and expenses arising out of or resulting from the performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws.

14. Consent to Use Exhibitor's Likeness. Exhibitor hereby consents to Empire Golf & Travel Expo's royalty-free use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images for the purpose of advertisement and promotion of this and future shows.

15. Exhibitor Conduct. The exhibitor shall not conduct himself in such a manner or operate his equipment at a level of sound that is determined at the sole discretion of Show Management to be determined to the welfare of the show or of other exhibits. Show Management reserves the sole right at its discretion to take whatever action is

necessary to force the exhibitor to observe the foregoing.

16. COVID-19 Special Conditions. In the event the Empire Golf Expo cannot be held in 2021 due to the Covid-19 pandemic, all deposits and payments will either be refunded to exhibitors or applied to repayment for the following year's show, whichever you choose.

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