

Exhibitor Contract

A. SPACE RENTAL. The NYSRPS Annual Conference and Business Expo is a closed trade show designed to provide a showcase for products either specifically designed for or customarily used in the leisure service field. Acceptance of Exhibitors is the sole discretion of NYSRPS.

In the event of fire, strike, or other uncontrollable circumstances rendering the exhibit area unfit or unavailable for use prior to the start of the exhibition or if the annual meeting is cancelled for any reason, this contract will not be binding, and the exhibit fee, less \$100, will be returned.

B. TERMINATION OF EXHIBITION. In the event that the premises in which the Exhibition is being conducted shall become, in the sole discretion of the NYSRPS, unfit for occupancy, or in the event the holding of the Exhibition or the performance of NYSRPS under the Contract (of which these Rules and Regulations are a part) are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of the NYSRPS and if the NYSRPS terminates said Contract and/or the Exhibition (or any part thereof) as aforesaid, the NYSRPS shall not be liable to the exhibitor other than for a prorated refund of such exhibitor's space price payment determined on the basis of the number of exhibit days remaining. For purposes hereof, the phrase "cause or causes not reasonably within the control of the NYSRPS" shall include, but not by way of limitation: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, or orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labor disturbance, inability to secure sufficient labor, technical, or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition or commandeering of, necessary supplies or equipment, local, state or federal law, ordinances, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional, or Act of God.

C. SUBLETTING OF EXHIBIT SPACE AND PROHIBITED USES. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them except upon written permission from NYSRPS. Nor shall they exhibit or permit to be exhibited in their space any merchandise not a part of their own regular products, nor shall they exhibit any advertising material directly pertaining to such products.

D. CHARACTER OF EXHIBITS. Loudspeakers or operation of equipment which is of sufficient sound volume to be annoying to neighboring exhibitors or guests will not be permitted. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles. NYSRPS may establish and enforce such other requirements as it may deem necessary to insure the mutual interest of exhibitors.

E. INSURANCE AND LIABILITY. Neither the Hyatt Regency, NYSRPS, (collectively, "Parties"), nor their respective owners, management company, and their respective officers, employees, agents, parents, subsidiaries, insurers, or assigns shall be responsible for any injury, loss, or damage that may occur to any exhibitor, their employees, agents, representatives, patrons, or exhibit materials from any cause whatsoever, prior to, during, or subsequent to the show ("Exhibit Related Claims"). Exhibitor agrees to indemnify, defend, and hold harmless the Parties from and against all claims, actions, liabilities, causes of

action, including reasonable attorney fees and costs from any action, claim, or demand in any way related to the Exhibit Related Claims, regardless of whether the loss, injury, claim, demand, death, or illness is caused by or arises, in whole or in part, out of Resort Parties' breach, negligence, strict liability, or any other provision of this Agreement, except for the willful misconduct or gross negligence of the Parties.

In addition, Exhibitor acknowledges that the NYSRPS does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

Security will be furnished, but the furnishing of such security shall not be deemed to increase the liability of NYSRPS, its representatives and employees, its official service contractors, or the Saratoga Springs City Center, its representatives and employees, nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, it must be placed by the exhibitor. It is recommended that exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safe keeping after exhibit hours.

F. CARE OF BUILDING. No signs shall be affixed to walls, drapes, electrical outlets, etc. by the use of nails, tacks, staples or tape. Smoking is not permitted. Whenever food or liquids are displayed there must be suitable floor coverings to protect facility property. Any damage to facility property through negligence or intentional acts of exhibitors, their employees or agents must be paid by exhibitor. Any exhibitor distributing stickers will be held responsible for the costs of removal.

G. FIRE REGULATIONS. Exhibitors must comply with fire regulations. All materials used in the exhibit areas must be of nonflammable nature. Fire regulations prohibit use of paper, crepe paper, corrugated paper or cardboard or any other highly combustible or flammable material for decoration of exhibitors' booths and in the exhibit area. Electrical signs and equipment must be wired to meet local codes. Fire extinguishers on walls or on the floors or elsewhere are not to be removed or obstructed in any manner.

H. REGISTRATION. All persons entering the commercial exhibition will be required to register and wear an appropriate badge. This will hold true for move-in and move-out days as well as exhibition show days. Anyone who permits an ineligible person to use his badge will be barred from further participation in this meeting.

I. REGISTRATION OF EXHIBITOR PERSONNEL. Each exhibiting company will be permitted free advance registrations for two (2) exhibit personnel. Such numbers shall include models, demonstrators or other persons not employed full time by an existing company and must be preregistered as exhibit company personnel.

J. MODELS, DEMONSTRATORS. NYSRPS has no objection to the use of models or demonstrators in exhibit booths provided they are, in NYSRPS judgement, properly clothed and dressed in good taste at all times and limit their activities to within the confines of the exhibitor's booth. Exhibitor personnel wearing costumes or banners containing firm names must wear an outer wrap any time it is necessary to leave the confines of the exhibit booth. NYSRPS reserves the right to terminate exhibits for violation of this regulation.

K. CIRCULATION AND SOLICITATION. Distribution of circulars or promotional material may be

made only within the booth area assigned to the exhibitor presenting such material.

L. NON-EXHIBITORS. Exhibitors shall not assist non-exhibitors in displaying or soliciting on the premises.

M. AMENDMENTS. NYSRPS reserves the right to interpret, amend and enforce the conditions, rules and regulations of this Contract. Written notice of any amendments or interpretations shall be given each exhibitor. Each exhibitor, for himself, his agents and employees, agrees to abide by all conditions, rules and regulations set forth in this Contract or by any amendment thereto or interpretation thereof of which notice shall have been given.

N. CANCELLATIONS. Exhibitors canceling 60+ days before conference shall receive a full refund. Cancellations between 30-60 days receive a 50% refund, and those canceling within 30 days will receive no refund. A \$30 administrative fee applies to all cancellations.

O. BREACH. Should exhibit space be terminated due to Exhibitor's breach of any of the terms of this contract, no monies paid by Exhibitor shall be refunded.

P. LAWS OF NEW YORK. This contract shall be governed by the Laws of the State of New York.

Q. SEXUAL HARASSMENT. Sexual harassment will not be tolerated and will result in the immediate removal of the individual from the NYSRPS Annual Conference and Business Expo. Sexual harassment is defined as abusive verbal or non-verbal language related to a person's gender, sexually oriented comments regarding one's body, sexual advances, displaying sexually explicit photographs or language, or unwanted physical contact.

Please confirm your understanding of these terms by signing below:

EXHIBIT REPRESENTATIVES
SIGNATURE:

DATE: _____

Company: _____