

### **STC Conference Terms and Conditions**

**By registering for the SUNY Technology Conference, exhibitors accept and agree to abide by these terms and conditions as well as all other Conference information and instructions provided by the STC Planning Committee.**

**Confirmation:** Exhibitor participation in the Technology Exhibition and exhibitor level are confirmed only when:

1. Exhibitor has submitted its online registration, agreeing to the STC Conference Terms and Conditions
2. Payment has been received by STC for all expenses associated with the Technology Exhibition and exhibitor levels, as well as for any outstanding debts for participation in previous STC conferences
3. A confirmation email confirming receipt of payment will be sent to the Primary Contact.

**Booth: (Manufacturer/Reseller):**

A booth can be occupied by one primary vendor/reseller and one manufacturer only if the two entities can provide the STC Planning Committee evidence of their partnership and business relationship (state or SUNY contract, etc...). If the STC Planning Committee determines that the business relationship is valid, only the company name of the primary vendor who has registered the booth will and can be displayed. All payments including the secondary vendor must be coordinated through the primary vendor registration. The STC Planning Committee has the right to deny any request if it is deemed that there is no common partnership or business relationship between the two entities.

**No Hospitality Suites or Conflicting Activities:** The SUNY Technology Conference requires that exhibitors refrain from providing hospitality suites or other private/individual offerings that would conflict in any way with Conference sessions, exhibitor presentations, the Technology Exhibition, or any other Conference activities. *Alcoholic beverages may not be served at Technology Exhibition booths.*

**Marketing Activities:** Exhibitor agrees that the use and distribution of promotional materials at or around the Conference Center and Conference hotels prior to and during STC 2023, including but not limited to demonstrations, flyers, circulars, and souvenirs, is subject to approval by STC.

**Damage to Conference Center/Insurance:** Exhibitor shall be responsible for all damage to the Conference Center that is caused from Exhibitor's booth display or the acts and omissions of its representatives, agents or contractors. All Exhibitors must be fully insured against any and all personal injury to others, loss of equipment, or damage they might cause to any personal and/or real property during their participation in SUNY Technology Conference 2023.

**Prices, Payment:** Pricing for exhibitor levels are as indicated in attached documents. **Payment is due within 30 days of the date registered. Upon successful completion of the online registration process, a confirmation email will be sent to the Primary Contact. This email will serve as your Official Invoice.** Registration and exhibitor levels are not confirmed until payment is received. Payment must be in the form of a check, payable to "**SUNY Technology Conference**", or by Credit Card at the time of registration. A 3% credit card processing fee will be required.

**Booth Space and Restrictions:** Except for Platinum Exhibitor's, all booth spaces are 8 ft. deep and 10 ft. wide with 8 ft. high backs and 3 ft. high sides. Booths are equipped with one 6 ft. table with top and skirt, two chairs, one wastebasket, one 110 volt electric receptacle. Wireless communications will be available throughout the exhibit hall, and limited exhibitor support will be provided. Exhibition displays must not obstruct the view of adjacent booths or project into the aisles. Booths may not have portable roofs, canopies or tents. Other than standard draping provided by the decorator, no walls may be put up by an exhibitor, nor should any of the 3ft pipe and drape sides be removed.

**Booth Fees:** All fees are indicated on the online Exhibitor Registration site.

Each exhibitor participating in the Technology Exhibition will be charged the display booth fee. There are **no** in-kind arrangements available.

There is a charge for each additional exhibitor representative.

**Exhibitor Badges:** All representatives of exhibitors participating in the Technology Exhibition must wear Exhibitor badges. Exhibitor badges will be provided to all paid Exhibitor Representatives whose names are provided at least two weeks before the Conference. After that time, exhibitor badges may be requested and paid for at the Registration desk during the Conference. There will be an additional charge for exhibitor representatives beyond those already identified and paid for by the exhibitor.

**Booth Assignment:** Booth assignments are based on a priority payment system that recognizes the Conference exhibitor levels associated with the Exhibitor. STC reserves the right to decline participation or to change any booth assignment for any exhibitor whose products or services do not contribute to STC's goals for the Conference or who have failed to comply with the terms and conditions for previous STC conferences.

**Official Conference Decorator:** The official Decorator for STC 2023 is **Northeast Decorating & Exhibit Services, Inc.** Shipping and other services not covered under the booth fee are available from the Decorator at additional charge.

**Shipping:** All exhibitors registered for the Technology Exhibition can go to the STC Website for information from the Decorator regarding shipping of equipment and other items to the Conference Center. Items being shipped for the Conference may not arrive at the Conference Center at Lake Placid before **Thursday, June 15<sup>th</sup>, 2023**. It is highly recommended that exhibitors use Northeast for all of their shipping needs whenever possible. SUNY, STC, Northeast Decorating & Exhibit Services, and the Conference Center at Lake Placid are not responsible for shipments to or from the facility by any service or individual other than the official Decorator (**Northeast Decorating & Exhibit Services**).

**Move-In/Move-Out:** Exhibitors must set up their display booths between **9:00 a.m. and 2:00 p.m. on Tuesday, June 20<sup>th</sup>**. Exhibitors may begin dismantling their display booths immediately following the closing of the Technology Exhibition at **4:00 p.m. on Wednesday, June 21<sup>st</sup>**. All items must be shipped out by **midnight on Wednesday, June 21<sup>st</sup>** unless prior arrangements are made with the Decorator and/or Conference Center. The Decorator shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area.

**Late Move-In/Early Move-Out:** Exhibitors, who set up late and interfere with the traffic in the Technology Exhibit Show, may be denied the opportunity to fully set up on Tuesday in accordance with local fire code. Exhibitors who break down their booth or move-out prior to the end of the full technology exhibition may be denied future opportunities to register for STC. **Exhibitors are not permitted to break down during Exhibit Show hours.** If an Exhibitor requires an early departure, they are required to break down outside of Exhibit Show hours. No refund is available to exhibitors who choose to break down and leave the conference early.

**Exhibitor Property:** Neither STC, SUNY, the Conference Center, nor the Decorator will be liable for loss or damage to any exhibitor property and/or the property of exhibitor's subcontractor(s) in storage, in transit to or from the exhibition building, or while in the Conference Center building or premises. All property of the exhibitor and/or of its subcontractor(s) shall be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibition hall even though it may at times be under the temporary control or direction of STC or the Decorator.

**Unclaimed Property:** Any exhibitor property remaining in the exhibition hall or Conference Center after **midnight on Wednesday, June 21<sup>st</sup>** may be removed by STC, the Decorator, or the Conference Center. Exhibitors will be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of removal, STC will have the right to dispose of such property in any manner it deems appropriate. Neither STC, SUNY, the Decorator, nor the Conference Center will be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, disposal or otherwise. **Please do not leave leftover brochures, software, or literature.**

**Security:** STC may, at its sole discretion, provide security for the exhibit hall. Such security is provided solely for the purpose of preventing unauthorized access into the exhibit hall. Exhibitor understands and agrees that STC is not liable for the acts or omissions of any security service and its employees which is alleged to be the cause of any theft, damage or other loss to the Exhibitor's property.

**Right to Eject Exhibitors:** Exhibitor understands and agrees that its attendance and participation at the Technology Exhibition must comply with these Terms and Conditions. If STC determines that an exhibitor is not in compliance with these Terms and Conditions, STC may eject the exhibitor from the Technology Exhibition without refund and without liability to STC, inclusive of denying participation in future conferences.

**Audio, Visual, Sound Effects and Decorations:** Exhibitors using sound, lighting effects or other devices that STC deems objectionable will be required to discontinue use of such effects. STC reserves the right to require changes in the placement, arrangement, and appearance of booth decorations. STC is not responsible for any costs incurred by the Exhibitor resulting from compliance with this provision.

**Performance of Music; Intellectual Property:** Exhibitors are responsible for all costs and licenses associated with the use of any live or recorded music for their participation at the Conference, as well as for any other licensed, patented or copyrighted materials used at the Conference by Exhibitor. Exhibitor agrees to indemnify, hold harmless and defend STC and SUNY.

**Food:** Unless permission is received from STC and the Conference Center, Exhibitors may not bring food into the Technology Exhibition or the Conference Center with the intention of offering it to SUNY attendees.

**Company Logo:** As a registered SUNY Technology Conference (STC) metal level exhibitor (Platinum, Gold, Silver) you give the STC Planning Committee permission to use your company logo on the STC website and in other electronic conference publications and communications, exclusively in connection with your metal level and the SUNY Technology Conference.

**Endorsement:** Unless expressly indicated otherwise, STC does not endorse or assume responsibility for any exhibitor and/or its products and services. Participation in the Technology Exhibition does not imply such endorsement. Exhibitors may not advertise or otherwise represent that STC endorses its products and services.

**Cancellation by Exhibitor:** If Exhibitor cancels its participation in STC 2023 after (**May 15<sup>th</sup> 2023**) the Exhibitor will be charged 100% of the fees that would have been due for its participation in the Conference. However, liability for such fees will be reduced in whole or in part if STC is able to replace such participation with that of another exhibitor.

**Cancellation, Termination or Postponement by STC:** If, in the event of any unforeseen occurrence, STC 2023 is canceled, postponed, or terminated early, exhibitor hereby waives any claim against STC or SUNY for damages or expenses. No monies will be returned if the dates and/or location are changed by STC, but exhibitor will be assigned space to be used under these same terms and conditions at the new dates and/or location. Neither STC nor SUNY shall be financially liable in the event the Conference is interrupted, canceled, moved, or dates changed.

**Americans with Disabilities Act:** Exhibitor warrants that its exhibition design, product/service information, and use of booth space at STC 2023 will be in compliance with the Americans with Disabilities ACT (ADA) and accepts full responsibility for compliance with the ADA and shall indemnify, defend and hold harmless STC, SUNY, its trustees, officers, employees and agents from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's violation of this term or noncompliance with any provision of the ADA. Exhibitor will notify STC and the Conference Center in writing of any disabled person(s) affiliated with Exhibitor who may be attending STC 2023 and specify the special needs of such person(s) should they exist. Such notice will be given no later than fourteen (14) calendar days before the start of the Conference.

**Indemnification/Limitation of Liability:** Exhibitor, on the one hand, and STC, SUNY, the Conference Center, and the Decorator, on the other hand, assumes full responsibility for their respective acts, omissions and conduct of their representatives, agents and contractors. Exhibitor agrees to indemnify, hold harmless and defend STC, SUNY, its officers, trustees, employees and agents from and against any and all third party claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest and attorney fees) of any kind whatsoever directly arising from any negligent acts or omissions of Exhibitor that results in bodily injury, including death, or damage to real or tangible personal property.

**Compliance with Applicable Rules and Laws:** Both parties agree to abide by all applicable rules, regulations, and state and local laws that may be applicable, including fire and safety regulations.

**Severability/Waiver:** If any of these Terms and Conditions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Waiver by either party of any Term or Condition shall not constitute a waiver of any other Term or Condition or of that same Term or Condition at another time.

**Mediation:** In the event of any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach or validity of them, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

**Choice of Law:** These Terms and Conditions will be construed under the laws of the State of New York.

**Disclaimers:**

Exhibitor conference participation and exhibitor levels have no relationship to or effect on SUNY product evaluation, selection processes, or contracting.

SUNY COA/TOA/EDTOA makes no expressed or implied guarantees of levels of conference and showcase attendance.

SUNY COA/TOA/EDTOA reserves the right to refuse registration for future conferences to any exhibitor that violates the Conference/Exhibition Information and Terms and Conditions specified for this Conference.

By submitting a registration, exhibitor agrees to comply with all Conference/Exhibition Information and Terms and Conditions specified for this Conference