APAP|NYC EXHIBITOR TERMS OF AGREEMENT

The Terms of Agreement apply to all exhibitors and those for whom they purchase badges attending the APAP|NYC Conference (hereafter known as the Conference or APAP|NYC). Upon registering for the conference as an exhibitor and purchasing a booth, the exhibitor agrees to abide by these Terms of Agreement as outlined herein. The Association of Performing Arts Professionals (hereafter known as APAP) reserves the right to remove any exhibitor or exhibit booth that is in breach of these terms before, during or after the conference and may exclude the exhibiting organization from returning as an exhibitor for a period of time to be determined solely by APAP. The exhibit hall (hereafter known as the EXPO Hall) at APAP|NYC is a closed trade show designed to provide an opportunity for APAP' members only to promote artists, products and services specifically for or customarily used in presenting and touring the performing arts. Direct sales, the exchange of money or the signing of contracts in the EXPO Hall is strictly prohibited.

SECTION I: AGREEMENT TO EXHIBIT

A. Acceptance to Exhibit: APAP reserves the right to reject any Exhibitor Application that might be objectionable and to prohibit or remove any exhibit that might detract from the general character of the Conference or the EXPO Hall. In addition, APAP reserves the right to deny access to the EXPO Hall to any person at any time during the Conference. Any organization or individual causing a disturbance at the Conference or in the EXPO Hall may also be denied access to any or all of the Conference activities, removed from such, or excluded from the returning as an exhibitor for a period of time to be determined solely by APAP. The contract for exhibit space, when executed by
the exhibitor and accepted by APAP, is a binding agreement between the two parties.

B. Amendments: APAP reserves the right to interpret, amend and enforce the conditions, rules and regulations of this Agreement with or without notice. Each exhibitor, for him or herself, his or her agents and employees, agrees to abide by all conditions, rules, regulations and the APAP|NYC Attendee Code of Conduct. APAP reserves the right to change exhibit hours as necessary.

C. Cancellation Policy: All cancellations and requests for refunds by the exhibitor must be made in writing; refunds are subject to the approval of APAP according to the following:

a. A cancellation fee that is equal to the nonrefundable 50% booth deposit will be charged per booth for all cancellations and refund requests received in writing by October 17, 2017. No refunds on booth rental fees will be issued after October 17, 2018.

b. A cancellation fee of $175 per Attendee Registration will be charged for all cancellation requests received by October 17, 2018. No refunds on Attendee Registration fees will be issued after October 17, 2018.

c. Membership dues are non-refundable.

d. Membership dues and payment on all APAP advertising contracts must be current through January 31, 2019 for the exhibiting organization to take possession of the assigned booth space(s). Exhibitors who do not pay all outstanding account balances due to APAP for any goods or services (including membership dues, exhibit booth(s) and advertising) in a timely manner, as agreed, shall forfeit the booth space(s) reserved and the nonrefundable 50% booth deposit.

D. Payment and Provision in the Case of Default by Exhibitor: If any exhibitor fails to pay, within deadlines set by APAP, any sum(s) required to be paid by
this contract, advertising contracts or membership dues, or if any exhibitor shall fail to perform any other terms and conditions of the contract, APAP reserves the right to terminate this contract immediately without any refund and to withhold the booth(s) involved from possession of the exhibitor or to take immediate possession thereof.

E. Solicitations: Solicitations must be confined to the exhibitor’s booth(s) assigned in the EXPO Hall. Printed advertising may be distributed only from within the exhibitor’s own booth. Strolling live models, costumed characters or artists are prohibited from advertising, performing, soliciting or distributing promotional materials in the aisles of the EXPO Hall or in any common space in the hotel being used by the Conference. Live performances within the exhibit booth and the EXPO Hall or in any common space in the hotel being used by the Conference, with the exception of formally rented showcase spaces are also prohibited.

F. Transactions: Any transaction involving the exchange of money is expressly prohibited in the EXPO Hall. Members agree that the Conference and exhibits will be educational in nature and will not be designed solely for the purpose of contracting artists’ services. Discussions of fees, date availabilities, technical requirements, artistic qualifications, program content and the like are permitted. The actual consummation of an agreement by the completion and signing of a contract in the EXPO Hall, other Conference rooms or at events specifically under the jurisdiction of APAP is expressly prohibited.

G. Subletting of Exhibit Space, Assignment and Prohibited Uses: Exhibitors are prohibited from assigning, sharing or subletting a booth or any portion of the space allotted to them. This means no booth sharing. Exhibitors are not permitted to promote products, services or merchandise that are not a part of their own regular or established product line(s) or artist roster. Exhibitors are
prohibited from assigning the rights under this contract under any circumstances. Any rights under this contract shall not convey to the benefit of any successor of the exhibiting organization or individual. If the exhibitor organization has merged and is not the surviving entity; is liquidated, dissolved or otherwise ceases to exist; or in the event the exhibitor is a person rather than an entity and dies or becomes mentally or physically incapacitated, this contract shall be considered terminated, null and void.

H. Termination of Exhibition: In the event of fire, strike or other uncontrollable circumstances rendering the EXPO Hall unfit or unavailable prior to the start of the exhibition or if the Conference is cancelled for any reason, this rental contract will not be binding, and the booth rental fee (less the 50% non-refundable deposit) will be returned. In the event that the premises on which the exhibition is being held shall become, at the sole discretion of APAP, unfit for occupancy or in the event that the exhibition or the performance of APAP under the application (of which these terms are a part) is substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of APAP, said application and/or exhibition or any part thereof may be terminated by APAP without penalty. APAP shall not be responsible for delays, damage, loss, increased costs, any loss of business, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of APAP. If APAP terminates said application and/or exhibition or any part thereof as aforesaid, then APAP shall not be liable to the exhibitor other than for a prorated refund of such exhibitor’s rental payment, determined on the basis of the number of exhibit hours remaining. For purposes thereof, the phrase, "cause or causes not reasonably within the control of APAP," shall include fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental
restraints, restraints or orders of civil 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, condemnation,
requisition or commandeering of necessary supplies or equipment by local,
state or federal laws, ordinances, rules, orders, decrees or regulations,
whether executive, legislative or judicial, and whether constitutional or
unconstitutional; or Act of War.

I. Enforcement: If an exhibiting organization or individual is deemed by APAP to
be in violation of any or all of the provisions of these Terms of Agreement,
APAP reserves the right to pursue all available remedies, including but not
limited to the penalties outlined in this contract, termination of this contract
with or without penalty, removal of said exhibitor’s property from the EXPO
Hall, withholding said exhibitor’s ability to exhibit or participate in future
conferences; and withholding fees paid in relation to this contract. APAP may
establish and enforce such other requirements, as it deems necessary to
ensure the mutual interest of exhibitors and attendees and the association.

J. In the event of electrical malfunction (e.g. escalator breakdown) or any other
property failure at the New York Hilton Midtown, the exhibitor acknowledges
and agrees that APAP is not liable to participants.

SECTION II: EXPO HALL REGULATIONS

A. APAP|NYC Code of Conduct: APAP’s APAP|NYC Attendee Code of Conduct
applies to every member and each of the member’s representatives. Inherent in
the representative’s dealings with artists, artist managements, agents and
presenters, which form the core of his or her professional activities, is a
commitment to professional honesty and integrity. This Code of Conduct is available on request and applies to all Conference attendees and describes standards of behavior that embody this commitment. Upon registering for the conference as an exhibitor and purchasing a booth, the exhibitor agrees to abide by the Code of Conduct.

B. Exhibitors: Exhibitors may not conduct business in the aisles which are considered a neutral space where presenters registered as APAP|NYC attendees may circulate freely. APAP reserves the right to immediately remove any exhibitor or exhibit booth that is in breach of these terms and to exclude the exhibiting organization from returning as an exhibitor for a period of time to be determined solely by APAP. No exhibitor shall approach an attendee or group of attendees in front of another exhibitor’s booth. Conversations among colleagues shall not be interrupted. All complaints about exhibits or exhibitors are to be made to the EXPO Hall floor manager located on each floor of the EXPO Hall. Exhibitors are required to staff their booths during all open hours in the EXPO Hall. Exhibitor booth personnel with official Conference Badges will be allowed into the EXPO Hall up to fifteen (15) minutes prior to the EXPO Hall opening. Security requirements prohibit EXPO Hall access when the exhibit hall is closed and without an official Conference Badge.

***Exhibitor load-out and breakdown cannot begin before 6:00pm EST, Monday, January 15, 2018, and must be completed by 9:00 pm EST. ***

Exhibitors are allowed to unpack and repack their own products in cartons, not crates. The packing and unpacking of all crates falls under the jurisdiction of union personnel in the hotel. This means that if the exhibiting organization or individual is displaying some type of merchandise that comes in boxes, it can be
unpacked and set out for display, provided no tools are needed for opening the boxes. Exhibitors are allowed to do the technical work on their machines including programming, additional electrical work and cleaning. Exhibitors are allowed to set up tabletop displays but are not allowed to set up floor-standing displays themselves. Exhibitors are also allowed to set out small signs under the size of 22" x 28" inches, provided that they are not hung or affixed in any manner.

C. Non-exhibitors: A firm or organization that has not purchased a booth space in the EXPO Hall is not permitted to solicit business within the EXPO Hall or at official Conference events or in any common space in the hotel being used by the Conference. Violations of this should be reported to the EXPO Hall floor manager or an APAP staff person. APAP reserves the right to immediately remove any individual or organization that is in breach of this term and may exclude the individual or organization from participating as an exhibitor or attendee for a period of time to be determined solely by APAP.

D. Circular and Promotional Material: Distribution of circulars or promotional materials may be made only within the booth area assigned to the exhibitor presenting such material. Exhibitors are expressly prohibited from using live models, costumed characters or artists to distribute materials as stated in Section I, paragraphs E and G of these terms. Exhibiting and showcasing organizations are expressly prohibited from placing or circulating promotional or advertising materials in any common area in the hotel, under hotel room doors or at Conference events (plenaries, all sessions, meetings or receptions). Signs, placards or any other display materials are prohibited in common areas during the posted Conference hours. Organizations found in violation of this provision are considered to be in breach of the Terms of Agreement, are subject to policies
and penalties outlined in these Terms of Agreement, and materials will be confiscated.

E. Booth Badges: Admission to the EXPO Hall is limited at all times to Conference attendees wearing unaltered, official APAP|NYC 2019 badges. Altering a badge or wearing another Attendee’s Badge will result in the removal of the wearer from the Conference and will place the wearer’s exhibiting organization in breach of its contract and the Terms of Agreement. This may result in removal from the EXPO Hall and exclusion from returning as an exhibitor for a period of time to be determined solely by APAP. ALL BADGES PURCHASED FOR THE CONFERENCE WILL BE ISSUED ONLY TO EXHIBITORS’ EMPLOYEES, BOARD MEMBERS AND ARTISTS ON THEIR ROSTERS, PROVIDED THESE INDIVIDUALS ARE ATTENDING THE CONFERENCE AS BOOTH PERSONNEL AND ARE NOT STAFF, BOARD MEMBERS AND/OR ARTISTS OF OTHER APAP MEMBER ORGANIZATIONS OR PROSPECTIVE MEMBER ORGANIZATIONS. APAP reserves the right to withhold badges and deny participation to any individual who is not affiliated with the member organization registered as an exhibitor under this contract. Each exhibiting organization receives a badge for the registered attendee listed on the Exhibitor Application form and a designated number of complimentary badges for booth personnel, determined by the size and number of booths purchased. Exhibitors may also purchase additional badges online at the regular rate of $295 per badge online until December 28, 2018. Badges ordered or changed after December 28, 2018 including any additions, changes, deletions or replacement badges are $400 and must be purchased onsite. All badges purchased onsite at the Conference are $400 each and must be authorized in writing by the person in charge of the exhibitor’s booth (the attendee designated on the exhibitor application) and will be prepared and recorded at the onsite registration desk. Each individual must
pick up his/her own badge at registration by showing photo identification. Lost badges may be replaced at the sole discretion of APAP for $250.

F. Use of Space: Exhibitors are prohibited from entering the EXPO Hall once it has closed or from using their booth as a temporary storage or warm-up area for hotel showcases. Exhibits should not impinge on neighboring spaces nor should they block or obstruct the view of another booth. Audio/visual equipment should be oriented to be viewed or experienced from within the exhibit space, not from outside. The standard booth equipment furnished by APAP will consist of an 8 feet high back wall of draperies with aluminum uprights and stanchions with the side rails covered with draperies. Wall-to-wall carpet will cover the Expo Hall aisles and booth floors. Exhibit displays cannot exceed 8 feet in height. Exhibit booth structures or furnishings that are placed on the back wall of the booth cannot extend out more than 12 inches from the booth backdrop. Exhibit equipment placed in the booth or on tables in the booth cannot rise more than one (1) foot above the three (3) foot high side drapes. If a booth is not set up by 1:00 pm on Saturday, January 5, 2019, APAP reserves the right to resell the booth to another exhibitor. Late exhibitors will forfeit the right to exhibit at the 2019 Conference and automatically forfeit all fees. APAP prohibits any wall partitions, paintings, decorations or any other type of obstruction that interfere in any way with the view of other exhibitors. No display can extend into the aisle beyond the booth. No exhibit will be permitted that interferes with the operation of other exhibits adjacent to them, with sightlines or the free use of the aisles.

G. Character of Exhibits: Decisions on the appropriate character of exhibits will be made at the sole discretion of APAP’s Conference staff and designated conference team members, and the exhibitor agrees to be bound by the Conference staff’s decisions and to cooperate in the enforcement thereof.
H. Audio: Loudspeakers or operation of any amplification equipment without headphones is prohibited. No “open audio” or live performance will be allowed in the EXPO Hall at any time. If taped or recorded sound, or videotapes with sound, or electronic instruments are used, earphones or headsets must be provided.

I. Exhibitor Information and Service Kits: Upon confirmation of space assignment, APAP and the exhibit building company will make available online complete information kits that provide exhibitors with shipping instructions, an electrical hookup request, and other forms for services needed during installation, exhibit period and removal of the exhibition.

SECTION III: STATE OF NEW YORK, CITY OF NEW YORK AND NEW YORK MIDTOWN HOTEL REQUIREMENTS

A. Fire Regulations: Exhibitors must comply with New York City and New York State fire regulations. All materials used in exhibit areas must be of non-flammable nature. Fire regulations prohibit the 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 are not to be removed or obstructed in any manner.

B. Insurance and Liability: Exhibitor assumes entire liability and hereby agrees to protect, indemnify, defend and hold harmless the Association of Performing Arts Professionals (APAP), its employees and agents and contractors and the New York Hilton Midtown, Hilton Hotels Corporation and its employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorneys’ fees arising out of or caused by exhibitor’s installation, removal, maintenance, occupancy, or use of the exhibition premises or any part thereof, excluding any such liability caused by the sole negligence of
APAP, the Hilton Hotels Corporation, their employees and agents. In addition, exhibitor acknowledges that APAP and the Hilton Hotels Corporation, their employees and agents do not maintain insurance covering exhibitor’s property and that it is the sole responsibility of exhibitor to obtain business interruption, property damage and theft insurance covering such losses by exhibitor.

C. No operable weapons (whether used or not) are allowed in the EXPO Hall at any time. Any non-operable replica/prop weapons (“Prop”) used for display must be properly secured in a locked display case at all times. The owner of any Prop is responsible for the Prop at all times and is solely liable for its presence.

D. Security: Security guards will be furnished, but the furnishing of such guards shall not be deemed to increase the liability of APAP, its representatives and employees, its official service contractors or The Hilton Hotels Corporation, its representative and employees, or service contractors, nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, the exhibitor must obtain it. 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. This contract is not intended to be a warranty of any kind.

E. Drawings, Contests: All opportunity drawings and contests must be approved in writing in advance by APAP and before by December 7, 2018. The exhibitor assumes entire responsibility for adherence to the New York State law and the New York City ordinance regarding such activities. The exhibitor further assumes entire liability for fines, penalties, or governmental penalties or civil actions for such activities resulting from a breach of the above-mentioned laws or ordinances. All giveaways must be open to all Conference attendees.

F. Care of Hotel Exhibit Halls: No signs shall be affixed to walls, drapes, electrical outlets, etc. by the use of nails, tacks, staples or tape. Whenever food or liquids
are displayed or served there must be suitable floor coverings to protect facility property. The exhibitor must pay any damage to facility property through carelessness of exhibitors or their employees, agents or guests. Exhibitors are prohibited from distributing stickers of any type or size during the Conference.

G. Union Labor: All exhibit and display work in the New York area must be done by union personnel. Exhibitors must use union labor where required. Union labor, if required, will be made available by the Hilton at the expense of the exhibitor. The exhibitor is solely responsible for determining where union labor is required according to union regulations. APAP assumes no liability for unexpected fees or wages due to or claimed by any union. THE EXHIBITOR IS COMPLETELY RESPONSIBLE FOR ADHERENCE TO UNION REQUIREMENTS. REFUSAL TO OBEY UNION REGULATIONS IS CONSIDERED BREACH OF CONTRACT AND BREACH OF THESE TERMS OF AGREEMENT. Failure to obey union regulations may result in immediate removal and forfeiture of exhibition space with all claims upon space and claims to refund of any portion of rental or other Conference fees being forfeited by the exhibitor. APAP also reserves the right to exclude the exhibiting organization or individual from returning as an exhibitor for a period of time to be determined solely by APAP. There are six major unions that have jurisdiction over trade shows. The following guidelines will help in conforming:

a. TEAMSTERS UNION: Teamsters handle freight at the exhibit hall. They unload all trucks or vehicles at the loading dock. In addition, they provide rigging of machinery, moving services, and they spot machinery in your booth. The normal rigging crew is three men. Tabletop displays do not fall under union jurisdiction and may be set up solely by exhibitors.

b. CARPENTERS’ UNION: Carpenters handle the erecting and dismantling of the displays and exhibit booths. This includes all display work that rests
on the floor. The erection and dismantling of tabletop displays does not fall under union jurisdiction. Carpenters also un-skid, uncrate and recreate machinery.

c. DECORATORS: Decorators handle installation of drape background, table skirting and other items of decorative nature. Booth drapery and skirting are installed prior to the arrival of exhibitors.

d. EXPOSITION WORKERS: Exposition workers deliver freight to an exhibitor’s booth after it has been unloaded by the Teamsters and handle the reverse movement of this freight at the conclusion of the show. They also deliver furniture and floor covering. They may assist carpenters in the erection and dismantling of display material. The first two people required for this type of work must be carpenters, and a third person must be an exposition worker.

ey. ELECTRICAL UNION: Electricians handle all electrical work, which includes supplying power lines to your booth, connecting equipment to the proper outlets, and installing any signs or headers that are lighted, unless they are permanently attached to the exhibit back wall.

f. CARPET INSTALLERS: Carpet installers install rental carpets and exhibitors’ carpets. Carpeting is installed prior to the arrival of exhibitors.

H. Exhibitors are prohibited from utilizing the Hotel escalators to transport any exhibit materials to or from the EXPO Hall. Exhibitors must use the designated loading docks and freight elevator in the Exhibit Halls in arrangement with GES the Conference Decorator.

I. Food and Beverages: The use of alcoholic beverages in the APAP|NYC EXPO Hall is prohibited. All requests to include food service must be reported to APAP in advance and approved by hotel catering.