



## TERMS AND CONDITIONS

**1. Definitions.** The term “Event” means the New York Rights Fair currently scheduled to be held on May 30 – June 1, 2018 (the “event dates”) at the Metropolitan Pavilion (the “Venue”). The term “Organizer” means the New York Rights Fair, LLC. The term “Applicant” means the company that has applied for Exhibit Space by submitting this Application and Agreement. The term “Venue Management” means the manager of the Venue.

**2. Acceptance and Agreement.** This Application and Agreement, when properly executed by Applicant and accepted by Organizer (“Agreement”), constitutes a valid and binding agreement between the Organizer and the Applicant for Applicant to license exhibit space or booth(s) at the Event. In the event of any conflict between these Terms and Conditions and any terms inserted by the Applicant, these Terms and Conditions shall govern. Organizer reserves the right to accept or refuse, in its sole discretion, any application for participation in the Event. In the absence of Organizer acceptance, Organizer incurs no obligations hereunder. Applicants who have not participated in a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of their business and the items intended to be exhibited separate from and in addition to the information entered on the front side of this Agreement.

**3. Assignment of Space.** Upon acceptance, Organizer will attempt to place Applicant in a requested space and location, but no guarantee can be given as the ultimate location of the Applicant until at least 75% of the exhibit space has been sold. Space will be allocated on a first come, first served basis. Organizer reserves the right to move locations of Event participants, from time to time in order to allow companies already signed up for the show to increase their space if necessary, or for any other reason. Organizer in its sole discretion reserves the right to add, alter, or delete from the Event floor plan at any time in its sole discretion. Should circumstances make it necessary, in Organizer's sole discretion, it may move an already allotted space from one place to another, reduce the size of the space, close or alter the location of any exits or entries, perform any structural alterations or make any other changes it deems appropriate in its sole discretion. If the contracted space is reduced by such changes, Applicant's fee will be adjusted proportionately. Organizer shall not be liable for errors in acceptance of application or allocation of space.

**4. Date(s) of Event.** Event dates are stated above. Organizer has the right to postpone, shorten, or cancel the Event. In the event of postponement or shortening of the Event, this Agreement shall be deemed valid for the new dates and duration and confers no right on the Applicant to withdraw from the Agreement. In the event the Event is canceled by Organizer, the Agreement will be terminated with no liability to Organizer except that Organizer shall be obligated to refund fees

paid by Applicant, as required by the provisions of Section 20.

**5. Application for Space.** Application for exhibit space is made by returning the duly signed Agreement to Organizer, accompanied by the deposit specified on the reverse side of this Agreement. **APPLICATIONS WILL NOT BE CONSIDERED IF NOT ACCOMPANIED BY THE REQUIRED DEPOSIT.** If the application is not accepted, all deposits will be promptly returned in full without interest. If the application is accepted, New York Book Fair will notify the applicant in writing and issue a second invoice for the remaining balance due on the basis of the exhibit space allocated.

**6. Terms of Payment.** The participation rates and registration fees are indicated on the application form above. The registration fee includes listing of the Applicant in the official catalogue and/or any Event publications including online versions. All admissions shall be in the sole discretion of Organizer. Payment of any outstanding amounts shall be made to Organizer at the time specified in the invoice. Invoices will be transmitted in PDF format via email to the email address indicated above. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Applicant shall also reimburse Organizer for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Organizer does not waive by the exercise of any rights hereunder), Organizer shall be entitled to deny Applicant access to the Event if Applicant fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice to Applicant. Applicant may not withhold or reduce payment by virtue of any claims against Organizer in connection with this Agreement. If Applicant is in breach of any of its obligations under this Agreement, Organizer may consider the registration canceled simply by notifying Applicant and without prior warning. Cancellation for any of the above reasons shall result in forfeiture of any amounts previously paid and continuing obligation for all other contractual amounts due that would have become due absent cancellation. Organizer expressly reserves its rights in connection with potential damages.

**7. Withdrawal from Participation.** Withdrawal from the Event is possible only under the following conditions: If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer later than 120 days prior to the event, Applicant will, as liquidated damages, forfeit all payments made or due up to the date of withdrawal notification. If notification of withdrawal and reason for withdrawal are submitted in writing and received by Organizer within 120 days prior to the show, Applicant shall, as liquidated damages, and in addition to forfeiture of all payments

previously made or due, be liable for all fees contracted for and due, plus any extra costs incurred by Organizer as a result of the withdrawal (including, but not limited to any structural changes to the event floor plan or relocation of other participants necessitated by the cancellation). No refunds of any kind will be made for withdrawal, even if Organizer succeeds in reselling the canceled space to another applicant.

**8. Rules and Regulations.** Applicant will abide by all rules and regulations regarding the construction, maintenance, and tear-down of the exhibit space, as well as any rules and regulations promulgated, from time to time, by Organizer or the Venue. Organizer reserves the right to determine the suitability and appropriateness of all exhibits and the attire and conduct of all exhibit personnel and to regulate the same at its sole discretion. Applicant must provide the necessary safety items to protect attendees, other exhibitors and all others from equipment that is operable or from any other material, processes, or operations that might cause bodily harm. Applicant will not use any copyrighted music or dramatic materials or any other property owned by a third party without first obtaining licenses for the use of the same. Applicant will not discriminate against any person in connection with admission to its booth, services rendered or privileges offered, on the basis of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

**9. Event Management, Exhibit Construction and Tear-Down.** Organizer will manage and coordinate all aspects of the Event space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. **APPLICANT SHALL NOT UTILIZE THE SERVICES OF ANY THIRD-PARTY CONTRACTOR WITHIN THE CONFINES OF THE EVENT SPACE UNLESS AUTHORIZED BY ORGANIZER.** Set-up and tear-down hours are listed in the Event Manual issued by Organizer in accordance with Section 29 of this Agreement and are subject to change, upon notice to Applicant. If Applicant is not set up by the time specified in the Event Manual, Organizer reserves the right to re-assign the allocated space to another applicant or to make other use of the space as it deems appropriate, in its sole discretion. The cost for any such re-assignment or allocation will be solely Applicant's responsibility. Exhibits are to be kept intact until the Event ends, as listed in the Event Manual. Applicants shall not remove any part of an exhibit during the Event without written prior permission from Organizer. All exhibits must be dismantled and removed from the facility by the time specified by Organizer. Applicant shall have an authorized representative on site during setup and dismantling periods to oversee exhibit materials, receipt, and shipment.

**10. Quality, Character and Construction of Exhibit.** Applicant shall cause its exhibit to display its products or services in a tasteful manner as determined by Organizer in its sole discretion. Applicant shall limit its

advertising, marketing, and distribution of samples and printed materials of any kind to its own exhibit space. The aisles, passageways and overhead spaces remain strictly under Organizer's control and no exhibit materials or equipment, including but not limited to signs, decorations, banners, advertising materials and special exhibits, are permitted in any of these spaces without Organizer's express, written permission. Applicant shall construct its exhibit in conformity with law, the Venue's rules and any additional and specific rules, set forth in the Event Manual. Applicant shall change or alter its exhibit at the request or instruction of Organizer or the Venue. Organizer reserves the right to reject or later remove an exhibit based on, without limitation, Applicant's failure to (a) initially construct its exhibit in conformity with all applicable laws, terms, and rules or (b) subsequently obey instructions pertaining to the exhibit's quality, character, or construction. Organizer reserves the right to restrict or remove any exhibit that Organizer, in its sole discretion, believes is objectionable or inappropriate. Without limiting the foregoing, Applicant is solely responsible for ensuring that its exhibit is accessible to persons with disabilities, as required by the Americans with Disabilities Act and shall indemnify and hold Organizer harmless from any consequences or liability for any failure by Applicant to do so.

**11. Outside Exhibits.** Without express written approval from the Organizer, Applicant may not display products, services and/or other advertising material in areas outside of its assigned exhibit space. Applicant also agrees not to hold any functions open to attendees during Event hours or when Event sponsored activities are being held.

**12. Event Security.** While the Venue may provide perimeter security for the Event area during the Event, it is under no obligation to do so, and any security provided by the Venue may be discontinued at any time. Whether or not such security is provided, Applicant shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance (see Section 15) with respect thereto. Organizer shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Applicant's goods or equipment. Applicant hereby releases and shall hold Organizer harmless with respect to the same.

**13. Limitation of Liability and Timing of Claims.** **IN NO EVENT SHALL ORGANIZER OR VENUE OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES AND ASSIGNEES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR** **13**

**continued.** RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT ORGANIZER OR THE VENUE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ORGANIZER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORGANIZER PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EVENT, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS.

**14. Indemnification.** Applicant shall indemnify, hold harmless, and defend the Organizer, the Venue, or Venue Management and their respective officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Applicant's conduct of its exhibit, (b) Applicant's construction or maintenance of an unsafe exhibit, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Applicant, its employees, subcontractors, invitees or agents, or any breach by Applicant of any agreements, covenant, promises or other obligations under this Application and Agreement, (d) Applicant's participation or presence at the Event and/or use of any of the Event facilities, (e) Any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (f) Applicant's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Applicant in connection with the Event.

**15. Insurance.** Applicant shall obtain an insurance certificate naming Organizer and the Venue as additional insured and waiving subrogation under its general liability policy. Applicant shall maintain adequate property and liability insurance coverage, including coverage for workers compensation insurance and employer's liability insurance complying with all federal laws and laws of the State of New York, comprehensive commercial general liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000

aggregate, combined single limit for bodily injury and property damages and automobile liability insurance with limits not less than \$500,000 each occurrence, combined single-limit for bodily injury and property damages.

**16. Listings and Promotional Materials.** Applicant grants Organizer a fully-paid, perpetual non-exclusive license to use, display, and reproduce Applicant's name, trade names, and product names in any directory (print, electronic, or other media) that list the applicants participating at the Event and to use such names in Organizer's promotional materials. Organizer is not liable for any errors or omissions in any show guide listings or descriptions. Organizer shall also have the right to take photographs of Applicant's booth space, exhibit, and personnel during, before or after the open hours of the Event and use such photographs for any legal purpose.

**17. Organizer Materials.** Any materials that are distributed to Applicant related to the planning or execution of the Event, including but not limited to, the Event Manual, are owned exclusively by Organizer. Organizer grants Applicant a nontransferable, non-exclusive license to use such materials solely in connection with Applicant's participation in the Event. If Applicant ceases to be an exhibitor at the Event, including at the conclusion thereof, Applicant shall promptly return to Organizer all such materials.

**18. Recording of Event.** Applicant acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the Event. Applicant hereby releases Organizer and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

**19. Catalogue and Publications.** Organizer reserves the right to gather, print and release a catalogue and/or Event publications containing information provided by Applicant (even in a shortened and abridged version) concerning Applicant, its products and services in any manner that Organizer deems appropriate without any responsibility for omissions, mistakes or malfunctioning, using for this purpose various communication tools (print out, CD Rom, Internet and/or other). Provided data received less than sixty (60) days prior to the Event's opening date may not be included in the publications. This in no way affects or limits Organizer's right to change the allocation of stands following release of any publication. Organizer reserves the right to create an Internet site devoted to the Event, special areas accessible to Applicant only via username and password, in which to upload, send or modify all information regarding the Applicant's firm.

**20. Use of Event Insignia.** Applicant may not reproduce the Event's or Organizer's logo, name, marks, or other insignia on items, documents or advertising materials, without Organizer's prior written consent.

**21. Cancellation of Event; Force Majeure.** If Organizer cancels the Event or is delayed or prevented from performing its obligations under this agreement by reason of (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities, (j) failure of subcontractors to perform in timely fashion or (k) any other cause beyond Organizer's control, the performance of such obligation shall be excused and Organizer shall not be liable for any expenditure, liability or loss incurred by Applicant. Cancellation by Organizer for any other reason shall entitle Applicant to a full refund of all fees paid to Organizer. No refund for cancellation shall be owed to any applicant that withdraws from the Event prior to its cancellation.

**22. Assignment.** Organizer may assign this Agreement at any time. Applicant shall not assign, sublicense, or otherwise grant rights to a third party for use of the exhibit space without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported assignment, or sublicense in violation of this Section shall be null and void. No assignment or sublicense shall relieve Applicant of any of its obligations hereunder.

**23. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**24. Licenses.** Applicant shall at its expense be responsible for timely obtaining any and all City, County, State or Federal licenses, inspections or permits required by law of any exhibitor in the installation or operation of its display.

**25. Assumption of Risks; Releases.** Applicant expressly assumes all risks associated with, resulting from or arising in connection with his/her participation at the Event including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Applicant, whether caused by negligence, intentional act, accident, act of God or otherwise. Neither Organizer nor the Venue or Venue Management accepts responsibility, nor is bailment created for property delivered by or to Applicant. Neither Organizer nor the Venue or Venue Management shall be liable for, and Applicant hereby releases them from and covenants not to sue them with respect to any and all risks, losses, damages and liabilities described in this Section 25.

**26. Choice of law.** This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and to be construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

**27. Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of New York sitting in New York County, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and shall bring any such action, litigation or proceeding only in the courts of the State of New York sitting in New York County. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**28. Labor.** All exhibitors are required to adhere to all contracts between Organizer, service contractors, Venue and labor organizations that may be involved in the Event.

**29. Event Manual.** Approximately six (6) months before the Event, Organizer will send an Exhibition Manual (Manual) to the Contact Person listed on the front side of this Agreement. The Manual will include information essential to participating in the Event, including but not limited to additional applicant rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, applicant display rules and final move-in and move out schedules.

**30. No Representations or Warranties; Rules and Regulations; Entire Agreement.** Organizer makes no representations or warranties, express or implied, regarding the number, quality or character of persons who will attend the Event or regarding any other matters. Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Agreement or set forth in the Event Manual are subject to Organizer's sole discretion. Organizer may adopt, amend, or revoke any established rules and regulations from time to time, on reasonable notice to Applicant. Any such rules or regulations, including but not limited to those in the Event Manual or any communication from Organizer to Applicant are hereby incorporated in this Agreement and have the same effect as if set forth herein. This Agreement, including but not limited to the Event Manual and any additional rules or regulations adopted by Organizer, states the entire agreement between the parties and may not be amended without Organizer's written consent.