



**Agreement Between New England Condominium ("Management") and the Exhibitor Listed Below**  
 New England Condominium Expo, Thursday, October 19, 2023  
 at John B. Hynes Veterans Memorial Convention Center, 900 Boylston Street, Boston, MA 02115

**1. Exhibition Booths & Sponsorship Opportunities** *(all prices include a table & 2 chairs, booth carpeting not included)*

<input type="checkbox"/> Corporate Seminar Sponsor	\$8,507
<input type="checkbox"/> Show Booth Sponsor	\$3,254
<input type="checkbox"/> Prime Booth	\$2,442
<input type="checkbox"/> Deluxe Booth	\$2,065
<input type="checkbox"/> Food Court Sponsorship	\$1,510
<input type="checkbox"/> Aisle Sign Sponsorship	\$750
<input type="checkbox"/> Booth Carpeting	\$225
<input type="checkbox"/>	\$

**Sub Total** \$

**2. Packages:**

<input type="checkbox"/> The Penthouse – <i>Deluxe Booth, Full Pg. b/w Ad in the Expo Program Guide, Full Pg. 4/c Ad in the Expo Distribution of New England Condominium, Free Standing Insert in the Expo Distribution of New England Condominium</i>	\$4,260
<input checked="" type="checkbox"/> <b>The Junior 4 – <i>Deluxe Booth, 1/2 Pg. b/w Ad in the Expo Program Guide, 1/4 Pg. b/w Ad in Expo issue of New England Condominium</i></b>	<b>\$2,650</b>
<input type="checkbox"/> The Studio – <i>Deluxe Booth, 1/2 Pg. b/w Ad in the Expo Program Guide</i>	\$2,210

**Sub Total** \$

**3. Program Marketing Opportunities - Advertisement in Expo Program Guide**

<input type="checkbox"/> Back Cover	\$1,095
<input type="checkbox"/> Full Page Ad	\$925
<input type="checkbox"/> Half Page Ad	\$490
<input type="checkbox"/> Business Card Ad <i>(please include card with payment)</i>	\$375

**Sub Total** \$

**4. Advertising Opportunities in the Expo Edition of New England Condominium**

<input type="checkbox"/> Free Standing Insert <i>(insertion only, price does not include artwork &amp; printing)</i>	\$500
<input type="checkbox"/> Please contact me for display advertising rates.	

**5. Total of sections 1, 2, 3, and 4** \$

**6. Exhibitor Information**

Company <input type="text"/>	Contact Name <input type="text"/>
Street <input type="text"/>	City/State/Zip <input type="text"/>
Phone Number <input type="text"/>	Fax Number <input type="text"/>
Email Address <input type="text"/>	Industry Category <input type="text"/>
Preferred Booth Number: First <input type="text"/> Second <input type="text"/> Third <input type="text"/>	

The parties agree to the Terms and Conditions set forth above and on the following page titled "Expo Terms and Conditions" and Signature on contract signifies that the company representative is an authorized representative for the exhibiting company.

**Accepted and Agreed to by Exhibitor**

Signed By *(print name)*  Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted and Agreed to by Management**

Signed By *(print name)*  Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please make checks payable to: New England Condominium, 205 Lexington Ave., 5th Floor, New York, NY 10016

To pay by credit card *(3% convenience fee added for charge card purchases)*:  Visa  MasterCard  American Express

Card#  Exp. Date  CVV2

Card Holder Name  Billing Zip Code

Authorized by  Date

## Expo Terms And Conditions

**Payment:** Exhibitor agrees to pay to Management the amounts set forth on page one of this agreement.

A 50% non-refundable deposit is due on signing to secure the Exhibitor's booth location. The balance is due 90 days thereafter, unless the event is in less than 90 days, in which case the full amount is due upon signing. Exhibitor will not be allowed to set up their booth and exhibit until all booth fees are paid in full. Past due payments will be subject to a 1.5% per month late fee. Management reserves the right to relocate Exhibitor's booth if payments are not made in a timely fashion. All payments are non-refundable, and cancellations are not permitted.

Exhibitor shall be liable for payment and compliance with the terms of this agreement. On Management's retention of legal counsel to collect any unpaid invoices, an additional 25% thereof representing Management's legal fees shall be added thereto and immediately be due and owing. Exhibitor agrees that in any action to recover any sums due under this contract, personal service of the summons and complaint is waived and service of it may be made by regular and certified mail to the Exhibitor's last known address. Parties agree to jurisdiction in New York County.

**Booth, Decorations, Signs, Etc.:** All displays, signs, etc. must be self-supporting and comply with the standards for size and shape posted on the Expo website. Exhibitors will not be allowed to nail anything into the walls or floors of the exhibit hall. Exhibits needing special equipment to install must be pre-scheduled with Management prior to the date of setup.

Management shall bear no responsibility for damage to Exhibitor's property, nor for lost shipments either coming in or going out, nor for moving costs.

All aisle space belongs to the Expo. No exhibit or advertising materials will be allowed to extend beyond the space allocated to Exhibitor's exhibit. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended at the request of Management.

To insure proper sight lines for all exhibitors, side setbacks and exhibit height and size must conform to specifications found on the Expo website.

Mechanical or electrical devices that produce sound must be operated so as not to disturb other exhibitors.

**Photography and Video:** Management reserves the right to create or have created for it photographic, video and other visual portrayals ("Images") of Exhibitors and their exhibits, including its contents and booth personnel and attendees. Management may use these Images in any pictorial medium of any nature whatsoever for the purpose of advertising, sales, publicity and otherwise, without compensation to Exhibitor and all rights, title and interest, including all worldwide copyrights therein. Aforementioned Images will be Management's sole property, free of any claims of the Exhibitor or any persons deriving any rights or interest from Exhibitor.

**Labor:** Exhibitor shall make arrangements for labor, which will be available at the Expo at prevailing rates for the various trades. Labor order forms may be downloaded from the Expo website.

**Special Services:** Loading dock, electricity, gas, water and other utilities, as well as other special services needed by Exhibitor, is provided only when Exhibitor orders and agrees to pay for them from the persons at the exhibit hall authorized to provide such services, in conformity with city regulations, insurance and other requirements.

**Insurance Requirements, Limitation of Liability, Indemnification of Management:** Exhibitor hereby covenants, agrees and undertakes to indemnify and hold harmless, and to insure officers, representatives, agents and employees of Management (including Yale Productions LLC), the exhibition facility and their respective employees, representatives, agents and employees from, against and with respect to any and all losses, costs, liabilities, claims, damages, and expenses (including, without limitation, reasonable legal fees and disbursements) relating to, arising out of or resulting from the use by Exhibitor's acceptance of this license from Management to use any space at Management's Exhibition, or Exhibitor's use or occupancy of such space and/or the building housing the exhibition facility—including but not limited to personal injury, death, property damage or any other damage or injury.

Exhibitor agrees to carry insurance not less than \$2,000,000 combined single limit for personal injury and property damage, having the exhibition facility, its owners, and Management be named as additional insureds on such policy. Exhibitor understands that neither Management nor the exhibition facility maintains insurance covering Exhibitor's property and it is Exhibitor's sole responsibility to obtain such insurance. Exhibitor must provide Management and the exhibition facility binders evidencing the required insurance prior to setup for the Expo. Please refer to the Expo website for the insureds to be named.

Exhibitor is liable for any damage caused to, but not limited to, the exhibition facility, booth equipment or other exhibitors' property.

**Move Out:** Exhibitors are required to keep their exhibits fully installed and space manned until the closing time of the Expo, as stated on the Expo website.

No Exhibitor shall have the right prior to closing of the Expo to pack or remove articles on the exhibit floor, including but not limited to booth displays, without the permission and approval in writing from Management.

**A \$500 penalty will be assessed to any Exhibitor violating this provision and the Exhibitor will lose priority status for next year's Expo.**

All exhibits must be removed from the exhibit hall by the end of the day of the Expo at the time indicated on the Expo website.

**Eligible Exhibits:** Exhibits will be limited to those company's materials, products and services of interest to registrants. Management retains the right to determine the eligibility of any exhibit, display or product and at its sole discretion eject, reject or prohibit any exhibit in whole or in part or Exhibitor or Exhibitor's representatives upon Management's good faith determination that the exhibit does not comply with show regulations, registrant's interests or that booth personnel's attire is not in keeping with the best interests of other exhibitors or the Expo.

**Reuse of Space:** If Exhibitor should breach any of the terms of this agreement or should any space remain unoccupied at the opening of the show, Management may use said space for any purpose it sees fit without affecting the original lessee's obligation to pay the full amount of rent agreed upon. Exhibitor may not assign or sublet any portion of the space assigned to it.

**Additional Rules and Regulations:** By signing this contract, Exhibitor confirms that you have read and agreed to abide by the Expo Guidelines found on the Expo website.

**Amendments:** Management shall have the full power to interpret and to make or to amend the Expo Guidelines and the show rules and regulations. Deposit of your check or credit card charge does not constitute acceptance of this license. This license shall not be binding until accepted by Management evidenced by its signature in the space provided. Except as set forth herein, this agreement may not be modified except in writing agreed to by both parties.

**Force Majeure.** Should Management be unable to present the Event due to an Event of Force Majeure, Management may reschedule the event within 13 months from its original date. "Event of Force Majeure" shall mean any and all acts of God, strikes, governmental rules and regulations, wars, riots, vandalism, terrorist threats, epidemics, pandemics, lightning, earthquakes, hurricanes, storms, floods fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery or any other cause that is not reasonably within the control of Management.

The parties specifically agree that an Event of Force Majeure may include governmental requirements imposed in response to an underlying event such as an epidemic or pandemic (such as the governmental requirements implemented in 2020 to curb the spread of the Covid-19 pandemic), which render Management unable to present the Event due to the inability to safely implement or comply with (i) social distancing, (ii) limitations on public gatherings or other CDC and governmental guidelines or orders.