



# Newsday Travel Expo 2019 Exhibitor Booth Contract

February 23, 2019 / NYCB LIVE, Home of the Nassau Veterans Memorial Coliseum / Long Island, NY

## 1. Exhibitor Information

Exhibiting Company Name ("Exhibitor") \_\_\_\_\_

Primary Show Contact \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip / Country \_\_\_\_\_

Email Address \_\_\_\_\_

Name of Company to be Billed (if different) \_\_\_\_\_

Title \_\_\_\_\_

Phone / Toll Free Phone \_\_\_\_\_

Fax \_\_\_\_\_

Website \_\_\_\_\_

Phone: (888) 705-6576  
 Scan Email To:  
[info@newsdaytravelexpo.com](mailto:info@newsdaytravelexpo.com)  
 Mail To:  
 J2L Events LLC  
 Attn: Liesl Robinson, Show Dir.  
 22 Chester Drive  
 Manchester, CT 06040

## 2. Exhibitor Rates (cost per 10'x10' booth) Booths Include: Carpeting, (1) 6ft draped table • (2) chairs • wastebasket • 7"x44" b/w company id sign

Booth Only \$1,250 x # \_\_\_\_\_ of 10x10's = \_\_\_\_\_

Media Add-Ons:  
 Travel Expo Guide 2" x 2" color box ad = \$650  
 Newday.com 100k imp (January 1 - March 31 / ROS all platforms / 300x250 & 728x90) = \$600

Total Cost: \$ \_\_\_\_\_

## 3. Marketing Opportunities - Check all items you wish to sponsor. Please check out our website at [www.newsdaytravelexpo.com](http://www.newsdaytravelexpo.com) for further explanation of opportunities and additional opportunities not listed below.

- Exhibitor Hot Link Logo on Event Website.....\$350
- 728x90 Banner Ad Rotation on Travel Expo Website.....\$400
- Online Floor Plan 125x125 splash Ad.....\$350
- Show Bag Inserts (client-supplied).....\$500
- Booth Activation (face painter, balloon artist, etc).....\$1,600

## 4. Booth Selection (select top 3 locations. Every attempt will be made to accommodate requested space, but location cannot be guaranteed and may change depending on availability)

1st Choice \_\_\_\_\_ 2nd Choice \_\_\_\_\_ 3rd Choice \_\_\_\_\_

Planned booth activities: \_\_\_\_\_

**For Office Only**

Confirmed Booth Location: \_\_\_\_\_

## 5. Promotional Opportunities Included at No Additional Charge

a) Exhibitor business description - (provide up to 20 words) \_\_\_\_\_

b) Exhibitor at-booth special offer or giveaway- (provide up to 15 words) \_\_\_\_\_

## 6. Total Amount Due

<b>Total Booth Cost</b>	+	<b>Marketing Opportunities</b>	=	<b>Total Amount Due</b>	<b>List your Sales Rep if applicable</b>

## 7. Payment Options

A \$500 deposit is due upon execution of this Contract in order to assign booth space, with the remainder due by December 28, 2018. For contracts executed and returned on or after December 28, 2018, full payment of the total fee is due immediately upon execution of this Contract.

- Check - Make payable to Newsday LLC, in U.S funds and list Exhibiting Company Name on payment.
- Credit Card     Amex     Visa     Master Card
- Amount to Charge \_\_\_\_\_
- Card # \_\_\_\_\_ Exp Date \_\_\_\_\_ CVC Code \_\_\_\_\_
- Name on card \_\_\_\_\_
- Signature \_\_\_\_\_ Date \_\_\_\_\_

Wire Transfer: Date to be sent \_\_\_\_\_

Please contact us at (888) 210-8895 to obtain the wire transfer documentation. When sending wire transfer, you must list your exhibiting company name and a confirmation must be sent to J2L Events within 1 week of the bank transaction.

## 8. Contract Agreement

I, the above-named exhibitor, agree to be bound by all the terms and conditions of this Newsday Travel Expo 2019 Exhibitor Booth Contract ("Contract"), the Newsday Travel Expo 2019 Exhibitor Booth Terms and Conditions, and, if advertising is purchased, the Newsday Advertising General Terms and Conditions, all of which are expressly incorporated herein by reference.

EXHIBITOR  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

J2L Events LLC  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

# Newsday Travel Expo 2019 Exhibitor Booth Terms and Conditions

The following Newsday Travel Expo 2019 Exhibitor Booth Terms and Conditions ("Terms") are inclusive of the executed Newsday Travel Expo 2019 Exhibitor Booth Contract (the "Contract") and, if advertising is purchased, the Newsday Advertising General Terms and Conditions ("Advertising General Terms"), all of which are expressly incorporated herein by reference (collectively, the "Agreement"). To the extent of any conflicts between the terms contained in the various documents comprising the Agreement, such conflict shall be resolved by looking first to the Contract, then to these Terms, then to the Advertising General Terms. By purchasing one or more Newsday Travel Expo 2019 ("Event") exhibitor booths (each a "Booth"), each Event exhibitor and its personnel and agents participating in the Event (collectively, "Exhibitor") agrees to comply with and be bound by the terms of the Agreement in their entirety.

1. Event Location and Booth Assignment(s). The Event is scheduled to occur on February 23, 2019, at NYCB Live, home of the Nassau Veterans Memorial Coliseum, at the venue's Exhibition Hall, 1255 Hempstead Turnpike, Uniondale, NY 11553 (the "Venue"). Booth location assignments will be made at the sole discretion of Newsday LLC ("Newsday") and J2L Events LLC ("J2L") (collectively, "Management"). Management may, at its sole discretion, change the Event location, floorplan, and/or any Booth assignment(s) or dimensions, as may be necessary to meet the needs of the Event.

2. Payment. Exhibitor shall pay Newsday all fees for requested Booth(s) and services ("Fees") in accordance with the payment terms set forth in the Agreement. Exhibitor authorizes Management to charge all applicable payments to Exhibitor's identified credit card(s). Exhibitor may withhold payments only to the extent that Exhibitor: (a) disputes such amount in good faith; and (b) provides Management with written notice that the basis for a dispute exists within five (5) business days from the applicable payment due date.

3. Cancellation Policy. (a) In the event that Exhibitor cancels all or part of the Booth(s) or services requested herein, Exhibitor must notify Management in writing, and will be obligated to pay the following amounts to Newsday: for cancellations received on or before August 31, 2018, 25% of the Fees are due; for cancellations received between September 1 and December 28, 2018, 50% of the Fees are due; and for cancellations received after December 28, 2018, 100% of the Fees are due. (b) If the designated Booth(s) are not occupied by Exhibitor by the opening time of the Event, then Exhibitor shall be deemed to have canceled the Agreement with respect to the subject Booth(s), Management shall have the right to use such space(s) as it deems appropriate, and Exhibitor shall pay all amounts which would have been due upon the terms of subparagraph (a) above if Exhibitor had canceled the Agreement as of such date. (c) If Exhibitor does not make full, undisputed payment when due upon the terms of the Agreement, or otherwise fails to discharge any obligation or remedy any default under this Agreement for a period of more than five (5) days after written notice has been given to Exhibitor specifying such failure or default, then Management may terminate the Agreement, and Exhibitor shall be responsible for payment of all amounts which would have been due under the terms of subparagraph (a) above if Exhibitor had canceled the Agreement as of the date of such default. (d) Newsday reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor or its representatives, without giving cause, in which case Newsday shall refund to Exhibitor a pro-rata portion of the Fees paid based on the benefits not received by Exhibitor, after which Newsday shall have no further obligation or liability to Exhibitor.

4. Use of Exhibits. Height regulations for 10' x 10' Booths are 8' high on the backwall and 8' high on the sidewalls, extending no further than 4' from the backwall. Beyond 4' from backwall, maximum height of a sidewall is no more than 4'. All demonstrations or other promotional activities must be confined to the limits of the designated Booth(s). Sufficient space must be provided within the Booth(s) for the comfort and safety of persons watching demonstrations and other promotional activities. Booth activities not expressly set forth in Section 4 of the Contract must be approved by Management in advance in writing. (a) Exhibitor shall not assign, sublet or share the allotted Booth space. (b) Any firm or organization not assigned Booth space will be not permitted to solicit business within the Event area. (c) Permission to hang signs or erect Booth exhibits higher than 8 feet must first be obtained in writing from Management. (d) No portion of any exhibit sign or carpeting may extend over or beyond the subject Booth's assigned floor space. Interference with the light and space of other exhibitors is prohibited. Booths and aisles must be kept clear for safe access during Event hours. (e) Display material exposing an unfinished surface to neighboring exhibit spaces is not permitted and must be finished at Exhibitor's expense. (f) Management reserves the right to restrict exhibits which, because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or to remove any exhibit which, in the sole opinion of Management, may detract from the general character of the Event as a whole, or consists of products or services inconsistent with the purpose of the Event. In the event of such restriction or removal, Management shall not be liable for any refunds or other exhibit expenses. (g) The use of sound systems is permissible, provided that they are not audible more than 3 feet into the aisle or into neighboring exhibit spaces, and that the sound is directed into Exhibitor's Booth(s) or vertically. Management shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring exhibitors, (h) Exhibitor is solely responsible for obtaining the necessary licenses for all usage of music or video.

(i) Exhibitor is responsible to allocate staff to supervise and manage its Booth(s). Booths must be staffed at all times during open Event hours. Exhibitor shall be fully responsible and liable for the acts and omissions of its employees, independent contractors, and other third parties performing services on its behalf. (j) Exhibitors may not begin breaking down their exhibits prior to the close of the Event. (k) Management reserves the right, at its sole discretion, to: refuse any prospective Event exhibitor's application; refuse Event admission to any person; and/or eject any person from the Venue. (l) Alcohol may only be consumed in the Event space(s), if any, specifically designated by Management. Consumption of alcohol in the Booth(s) is strictly prohibited. (m) If Exhibitor directly or indirectly causes the Event to run beyond the Event length limit, then Exhibitor will be responsible for all costs of such overtime period.

5. Care of Venue and Equipment. Exhibitor and/or its agents must not injure or deface the walls or floors of the Venue, the exhibit spaces, or the equipment of the exhibit spaces. When such damages appear, Exhibitor is liable to the owner of such damaged property. All materials used in decoration must be flameproof, and electrical wiring must conform with National Electric Safety Code (NEC) rules. Explosives and other combustible materials explosives are not permitted in the Venue. Exhibitor shall comply with all reasonable requests of Management and/or Venue officials with respect to the installation, conduct, and disassembly of its exhibit. Exhibitor shall leave the Booth(s) in a clean and tidy condition.

6. Marketing. All Event publicity and advertising must refer to the Venue as "NYCB Live home of the Nassau Veterans Memorial Coliseum." Upon request, Exhibitor shall provide Management with authorized information, photographs, video, and/or other materials for inclusion in Event promotional materials. Exhibitor shall not grant Event sponsorship, photography, and/or filming rights to any third party. Exhibitor shall seek prior written authorization from Newsday for any promotional materials using Newsday's name, logos, and/or trademarks to promote the Event. Any permanent/static Venue sponsor signage shall not be covered during the Event.

7. Force Majeure. Any delay or failure of Newsday to perform its obligations hereunder shall be excused to the extent that it is caused by any event or occurrence beyond Newsday's reasonable control, such as, by way of example and not by way of limitation, any act of God, action by governmental authority, fire, severe weather, explosion, riot, natural disaster, war, terrorism, sabotage, labor problem, or venue closure (each a "Force Majeure Event"). Exhibitor acknowledges that the Event is scheduled to occur at a third-party venue, and that Newsday has limited control over changes to the Event's location, the dates it takes place, or its cancellation. If, in the event of any Force Majeure Event, the Event or any part thereof is prevented from being held, or is cancelled by Newsday or the Event venue, Newsday shall in its sole discretion be entitled to terminate the Agreement and to retain Exhibitor's Fees payment without further obligation or liability to Exhibitor. Exhibitor acknowledges and agrees that it shall not be entitled to a refund, discount, or any other compensation in the event that the Event is materially altered, relocated, rescheduled, or cancelled due to the occurrence of a Force Majeure Event.

8. Representations and Warranties. Exhibitor represents and warrants that: (a) it has the right to enter into the Agreement and to grant to Newsday the rights set forth herein; (b) the signatory of the Agreement on behalf of Exhibitor has the authority of Exhibitor to execute the Agreement; (c) its execution of the Agreement and performance of its duties and obligations hereunder does not and will not violate any agreement to which it is a party or by which it is otherwise bound; (d) it shall comply with, and strictly adhere to, any and all applicable federal, state, and local laws, ordinances, rules and regulations, and all rules, regulations, policies, and procedures of the Venue, the Nassau County Fire Department and any other authority having jurisdiction; and (e) it shall obtain all necessary permits, licenses, permissions, and releases for its activities at the Event and for all promotional and advertising materials provided by Exhibitor pursuant to the Agreement, and no such materials do or will infringe upon or otherwise violate the rights of any third party (including, without limitation, any rights of privacy or publicity or intellectual property rights).

9. Insurance. Exhibitor shall maintain a policy of public liability and property damage insurance for the Event in the amount of not less than \$1 million per occurrence, \$5 million in the aggregate. Exhibitor shall furnish certificates thereof to Management prior to the Event, listing Newsday LLC, J2L Events LLC, Nassau Events Center, LLC ("NEC"), and their respective officers, directors, agents, employees, members and any other party reasonably designated by Management as additional insureds. In addition, Exhibitor shall maintain automobile insurance (minimum coverage of \$1 million per occurrence) for any vehicle that is brought onto the Venue premises, and workers' compensation insurance as required by applicable law, during all times in which Exhibitor has the right to use the Venue.

10. Security. Although Management provides certain perimeter guard services, security for all Exhibitor equipment, materials and personnel remains the sole responsibility of each Exhibitor. Management, NEC, and/or their respective agents and employees, shall not be responsible for any loss, theft, or damage to the property of Exhibitor or its employees or representatives. Exhibitors should retain adequate coverage for theft, damage, or any loss. Exhibitor waives its right to subrogation against Management and their respective officers, directors and employees.

11. Indemnification. Exhibitor shall indemnify, defend, and hold harmless Newsday, J2L, NEC, and their respective officers, directors, agents, employees, members, successors, and assigns, jointly and severally, from and against any and all claims, exposure, liability, loss, and/or damage, including reasonable attorneys' fees, alleged to be caused by or arising wholly or in part from Exhibitor's participation in the Event and/or possession, acceptance, or use of the Booth(s).

12. Limitation of Liability. IN NO EVENT SHALL MANAGEMENT BE LIABLE TO EXHIBITOR (JOINTLY OR SEVERALLY) FOR: (A) ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, AND LOST OPPORTUNITY COSTS, EVEN IF EXHIBITOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN; OR (B) ANY DAMAGE, ILLNESS, OR INJURY TO EXHIBITOR PERSONNEL, AGENTS, OR ATTENDEES. IN NO EVENT WILL MANAGEMENT'S CUMULATIVE LIABILITY ARISING OUT OF THE AGREEMENT OR THE EVENT FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNT PAID TO NEWSDAY BY EXHIBITOR HEREUNDER.

13. Miscellaneous. The Agreement is made in, and shall be interpreted and construed pursuant to, the laws of the State of New York, without regard to conflict of laws principles. Exhibitor hereby consents to exclusive jurisdiction and venue of the Supreme Court of the State of New York, County of Nassau, with respect to any action, suit, or other proceeding arising out of or in connection with the Agreement. The Agreement shall in no way influence Newsday's news coverage, either in the newspaper, its web sites or other publications. All aspects of news coverage are within the sole discretion of the editors, and subject to normal editorial controls. The Agreement constitutes the entire agreement between Exhibitor and Newsday with respect to the subject matter hereof, supersedes all prior and contemporaneous oral and written agreements, and may only be amended by a written agreement signed by both parties. Exhibitor shall not directly or indirectly assign the Agreement or any of its rights or obligations hereunder without the prior express written consent of Newsday. Newsday may assign the Agreement and any and all of the rights conferred herein. A waiver by either party of any term or condition of the Agreement in any instance shall not be deemed or construed as a waiver of such term in the future. If any provision of the Agreement is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. All notices under the Agreement shall be in writing and shall be delivered to the addresses set forth in the Contract, by: (a) personal delivery; or (b) overnight courier. Notice shall be deemed to have been given upon: (i) personal delivery; or (ii) the business day after mailing. Any party may change its address for notice by giving notice of such address change in the manner provided herein. Copies of all notices hereunder to Newsday shall also be sent to Newsday LLC, Attn: Legal Department, 235 Pinelawn Road, Melville, New York 11747. The headings used in the Agreement are for reference purposes only and shall not be used to interpret the provisions hereof. The Agreement may be executed in one or more counterparts, including facsimile or electronic copies thereof, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures transmitted by email, facsimile, or by other form of electronic transmission shall be treated as originals.