



Long Island EMS Conference & Conference 2020

Long Island EMS Conference 2020

CONFERENCE VENDOR CONTRACT

TERMS AND CONDITIONS

LODGING

For those Vendors seeking lodging during the Conference, all costs and expenses associated with lodging will be the responsibility of the Vendor. Medicine in Bad Places (MIBP) will not cover any lodging expenses for the Vendor.

MIBP will have reserved a large number of rooms, at a discounted rate, for all Conference Attendees. The Vendors who seek lodging for the Conference will be able to access this discounted pricing, as well, based on availability.

PAYMENT & TERMS

Exhibit space cost and payment terms are stated on the Conference Vendor Registration Form and all payments are non-refundable. In the event of total or partial cancellation (space size reduction) by the Vendor, the Conference Vendor Fee will not be reduced or refunded, and the total amount will be due.

If the Vendor fails to pay the entire Conference Vendor Registration Fee at the time(s) specified, or fails to comply with any of the terms and conditions or rules and regulations, MIBP may reassign the exhibit space reserved for the Vendor and/or may resell that exhibit space to another party. The entire Conference Vendor Registration Fee must be paid in full 30 DAYS prior to setting up.

If the Vendor cancels or breaches this agreement for any reason whatsoever, in addition to whatever rights MIBP may have under applicable law, any payments made by the Vendor prior to the date of termination shall be retained by MIBP as liquidated damages and not as a penalty. MIBP and the Vendor agree that such amounts constitute a reasonable provision for liquidated damages. The Vendor shall also be liable for any payments required to be paid but not paid as of the date of cancellation or breach of this agreement.

VENDOR'S SPACE ASSIGNMENT

Vendor space will be reserved on a first-come, first-served basis UNLESS OTHERWISE SPECIFIED IN TERMS OF SPONSORSHIP. The Vendor will be considered registered once MIBP receives the registration form with a 50% deposit or full payment, space permitting.

All demonstrations or other promotional activities MUST be confined to the limits of the Vendor's exhibit space. Sufficient space must be provided, by the Vendor with the exhibit space, for the comfort and safety of person(s) watching demonstrations and other promotional activities. Each Vendor is responsible for keeping the aisle(s) near its space free of congestion caused by demonstrations or other promotions.



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MIBP will endeavor to make exhibit locations in keeping with the Vendor's requests, if possible. *HOWEVER, MIBP RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL EXHIBIT LOCATIONS. MIBP SHALL HAVE NO LIABILITY FOR ITS FAILURE OR INABILITY TO COMPLY WITH THE VENDOR'S REQUESTS, AND THE VENDOR SHALL HAVE NO RIGHT TO CANCEL THIS CONTRACT BECAUSE OF MIBP'S FAILURE TO COMPLY WITH THE VENDOR'S REQUESTS.*

MIBP and NYTEMS Expo staff reserves the right to adjust the Vendor exhibit space at any time prior to, or during the event due to unexpectedly high attendance, unforeseen issues, problems, conflicts, or any other condition not listed. If this occurs MIBP will work toward, but cannot guarantee, a fair and equitable solution to those effected.

EXHIBIT CONTENT

MIBP reserves the right to refuse rental of exhibiting space to any company whose display of goods or services is not, in the opinion of MIBP, compatible with the general character and objectives of the Conference.

FIREARM(S) DISPLAY

All weapons on display must be rendered inoperative and must conform to the regulations of the exhibit hall and any local, state or federal ordinances/laws. All Vendors displaying weapons of any kind must have an official FIREARMS DESIGNEE of MIBP present to check the condition of the weapons prior to display. Any violation of this section will result in immediate dismissal from the grounds.

VEHICLE DISPLAY

Vendors wishing to display any type of tactical vehicle (i.e. armored delivery vehicle, command post, etc.) will be allowed to park the vehicle outside the entry area of the exhibit hall, or where the Vendor feels is the most beneficial for promotion, space permitting. The cost to display a vehicle will be based on a "prenegotiated" cost scale by MIBP.

NO ASSIGNMENT OR SUBLETTING OF SPACE

Only one (1) company per exhibit space is allowed. No "subleasing" or sharing of exhibit space is permitted. Exceptions will be for companies that are aligned with a separate, or integrated, training division. The Vendor may not assign this contract and may not permit or "sublet" all or any part of its assigned exhibit space to be used by any other business or firm, unless MIBP has given prior written approval. Any such assignment, permission or "sublease" without MIBP's prior written approval shall be null and void.

VENDOR'S AUTHORIZED REPRESENTATIVE(S)

The Vendor must designate one (1) person as its representative in connection with installation, operation, and removal of its exhibit. The designated representative shall be authorized to enter into Vendor Service Contracts for which the Vendor shall be responsible. The designated representative must be in attendance throughout the full time period of the Conference Vendor Appreciation Day; and the representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.



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FIRE, SAFETY & HEALTH

The Vendor assumes all responsibility for compliance with local, city and state ordinances and any regulations covering fire, safety and health. All materials used in decoration must be flameproof. Electric wiring must conform to the National Electric Code safety rules and all other applicable rules, regulations, fire laws, electrical codes and other governing laws, which affect the installation, conduct and disassembly of the exhibit.

COVID-19

If the conference is canceled due to COVID-19, all vendors will receive a full refund.

MIBP reserves the right to expel any Vendor(s) for safety violations or for creating a disturbance.

SIGNAGE

Vendors WILL NOT be permitted to hang any banners, or other form(s) of signage from the walls of the exhibit hall. Vendors, or their exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s), must not injure or deface the walls of the exhibit hall. When such damage appears, the Vendor will be liable to the owner of the property so damaged.

LICENSES/PERMITS

The Vendor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activity at the Conference. The Vendor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with its activities at the Conference. *THE VENDOR IS NOT PERMITTED TO MAKE SALES AT ITS EXHIBIT SPACE UNLESS IT HAS OBTAINED AND EITHER DISPLAYS, OR HAS IMMEDIATELY AVAILABLE, A SALES TAX AUTHORIZATION AS REQUIRED BY LOCAL LAW, IF APPLICABLE.*

RECORDED OR LIVE MUSIC

Each Vendor is responsible for obtaining all necessary licenses and permits to use music (live or recorded) or other copyrighted material in the Vendor's exhibit space, display or demonstration. No Vendor will be permitted to play, broadcast or have performed any music, or to use any copyrighted material, without first presenting to MIBP satisfactory proof that the Vendor has, or does not need, a license to use such music (live or recorded) or copyrighted material. The Vendor shall remain liable for and shall indemnify and hold MIBP, as well as the management of the exhibit hall, the exhibit hall, and their agents and employees, harmless from all loss, claims, causes of action, suits, damages, liabilities, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) of any music or copyright, by the Vendor, or of its exhibit personnel, representative(s), model(s), actor(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s).

VENDOR FUNCTIONS DURING APPRECIATION DAY HOURS

The Vendor's exhibit will be open and fully staffed during all official Conference hours. The Vendor expressly agrees that it will not, nor will its employee(s) or representative(s), conduct vending operations in private rooms during official Conference hours.



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PHOTOGRAPHY

The photographic rights for the Conference are reserved MIBP, and photography in the exhibit area required by the Vendor can be carried out at moderate charges by the official photographers designated by MIBP, if desired. If the Vendor wishes to make its own arrangements for the photographing of its own exhibit, the Vendor must apply to MIBP, whose permission shall not be unreasonably withheld.

Each Vendor is responsible for obtaining all necessary licenses and permits to use photographs or other copyrighted material in the Vendor's exhibit space, display or demonstration. No Vendor will be permitted to use any copyrighted material, such as photographs or other artistic works, without first presenting to MIBP satisfactory proof that the Vendor has, or does not need, a license to use such copyrighted material. The Vendor shall remain liable for and shall indemnify and hold MIBP as well as the management of the exhibit hall, the exhibit hall, and their agents and employees, harmless from all loss, claims, causes of action, suits, damages, liabilities, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) of any patent, copyright, or trade secret rights or privileges by the Vendor, or of its exhibit personnel, representative(s), model(s), actor(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s).

INSTALLATION & REMOVAL

The Vendor must install/set-up its exhibit before the opening of the Conference. The exhibit must be dismantled and removed immediately after the Conference has concluded and in all events prior to the established dismantlement cutoff time as specified in the Vendor Registration Form. Anything not removed by the dismantlement cutoff time will be discarded at the Vendor's cost.

The Vendor shall not dismantle its exhibit prior to the conclusion of the Conference. The Vendor shall comply with all reasonable requests of the management of the exhibit hall with respect to the installation, conduct and disassembly of the exhibit.

PROPERTY LOSS OR DAMAGE

MIBP shall not be responsible for any loss of or damage to any property (vending goods or personal) of the Vendor, or of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s).

All of the Vendor's property remains under its custody and control while in transit, to and from the exhibit hall and while it is in the confines of the exhibit hall.

Neither MIBP, nor its service contractors, nor the management of the exhibit hall, nor any of the officers, staff members or directors of any of the same are responsible for the loss of or damage to the property (vending goods or personal) of the Vendor, or of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s) from theft, fire, accident, vandalism or any other cause, and the Vendor expressly waives and releases any claim or demand against any of them by reason of any damage to, or loss of any property.

The Vendor shall be solely responsible for the loss of, or damage to, any property of the Vendor's personnel, including but not limited to, the Vendor's exhibit personnel and representative(s), model(s), demonstrator(s) and actor(s).



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Accordingly, it is the Vendor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s) against loss or damage.

LIABILITY & INSURANCE

In addition to property insurance described above, the Vendor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of comprehensive Commercial General Liability Insurance and Contractual Liability Insurance insuring and specifically referring to contractual liability in an amount not less than one million dollars (\$1,000,000) Combined Single Limit for personal injury and property damage. When requested, the Vendor must provide MIBP with a certificate of insurance covering the Conference location, as well as for the period of the Conference and which names MIBP and the exhibition facility management as co-insured. *MIBP RESERVES THE RIGHT TO PROHIBIT THE VENDOR FROM SETTING UP OR OPERATING ITS EXHIBIT WITHOUT HAVING PROVIDED A CERTIFICATE OF INSURANCE.*

INDEMNIFICATION

The Vendor agrees to defend, indemnify and hold harmless MIBP and the exhibition facility management from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against MIBP or the exhibition facility management, on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Vendor (or any of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s), or of any other person entering in or about the Vendor's exhibit space with the express or implied permission of the Vendor), or when any such injury or damage is the result, proximate or remote, of the violation by the Vendor (or any of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s)) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of the Vendor's exhibit space. Such indemnification by the Vendor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of MIBP. The Vendor covenants and agrees that in case MIBP or the exhibition facility management shall be made a party to any litigation commenced by or against the Vendor or relating to this Contract or the Vendor's exhibit space or to any of its exhibit personnel, representative(s), agent(s), servant(s), employee(s), contractor(s), patron(s), guest(s), licensee(s) or invitee(s), then the Vendor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon MIBP or upon the exhibition facility management, by virtue of any litigation.

LABOR

The Vendor shall observe all contracts in effect between MIBP, service contractors, exposition facilities and any, and all, labor organizations involved.



DISPUTES WITH CONTRACTORS, UNIONS, OTHER VENDORS, ETC.

In the event of a dispute or disagreement between the Vendor and an official contractor, or between the Vendor and a labor union or labor union representative, or between two (2) or more Vendors, or concerning the interpretation of the rules and regulations set forth, the actions or decisions concerning this dispute or disagreement by MIBP intended to resolve the dispute or disagreement shall be final and binding on the Vendor.

ACCEPTANCE OF THIS CONTRACT

This Vendor Information/Contract does not become a binding contract until MIBP has issued a written confirmation of acceptance. The receipt and deposit of the Vendor's payment accompanying the registration for exhibit space does not constitute acceptance of this contract.

INTEGRATION

This Contract contains the entire agreement between MIBP and the Vendor. It may not be orally amended or modified. Only an agreement in writing and signed by a duly authorized representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

CHOICE OF LAW & FORUM

This Contract shall be governed by the laws of the State of NEW YORK. Any action commenced by the Vendor arising out of, or relating to this agreement, or arising out of, or relating to the Conference shall be brought solely in the courts of NY unless MIBP consents to another forum. The Vendor consents to the jurisdiction of the courts of NEW YORK for the resolution of any action arising out of, or relating to this agreement, or arising out of, or relating to the Conference and associated activities within.

OTHER RULES & REGULATIONS

MEDICINE IN BAD PLACES RESERVES THE RIGHT TO CHANGE THE RULES AND REGULATIONS, AND TO MAKE ADDITIONAL RULES AND REGULATIONS, AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE CONFERENCE VENDOR APPRECIATION DAY. THE ISOA SHALL HAVE SOLE POWER TO INTERPRET, AMEND AND ENFORCE RULES AND REGULATIONS.

VENDOR'S AUTHORIZED SIGNATURE

DATE

VENDOR'S PRINTED NAME

THIS SECTION INTENTIONALLY LEFT BLANK



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VENDOR REGISTRATION FORM

EVENT DATE: NOVEMBER 7, 2020 1000-1400 HOURS

NAME/TITLE OF ALL REPRESENTATIVES ATTENDING CONFERENCE

PLEASE SUBMIT REGISTRATION FORM AND PAYMENT TO:

MEDICINE IN BAD PLACES

ATTN: NYTEMS 2020 C/O SHAWN SOLER

P.O. Box 1007

SELDEN, NY 11784

FEDERAL TAX ID NUMBER: 4-319218

MEDICINE IN BAD PLACES IS HEREBY REQUESTED AND AUTHORIZED TO RESERVE A VENDOR SPACE FOR THE COMPANY LISTED ABOVE FOR THE 2020 LONG ISLANDS EMS CONFERENCE "THE CONFERENCE" TO BE HELD IN OLD BETHPAGE, NY AT THE NASSAU COUNTY FIRE SERVICE ACADEMY ON NOVEMBER 7, 2020. MEDICINE IN BAD PLACES RESERVES THE RIGHT TO MAKE REASONABLE SHIFTS IN LOCATION FOR THE BETTERMENT OF THE VENDING AREA.

ACCEPTABLE FORMS OF PAYMENT INCLUDE: CHECK, CREDIT CARD OR MONEY ORDER OR PRENEGOTIATED TERMS

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