

## LISAT EXHIBITOR CONTRACT

### LISAT

Friday May 5<sup>th</sup>, 2023  
NY Institute of Technology  
Old Westbury, NY

#### Organizing Committee:

##### CONFERENCE CHAIR:

Charles Rubenstein, Pratt Institute  
<c.rubenstein@ieee.org>  
Daniel Rogers, Telephonics  
<drgers@ieee.org>

##### PROGRAM CHAIR:

Stefan Robila, Montclair State University  
<robilas@mail.montclair.edu>

##### PUBLICATIONS CHAIR:

M. Nazrul Islam, Farmingdale State College  
<islamn@farmingdale.edu>

##### FACILITIES CHAIR

Jill Rogers, New York Institute of Technology  
<jillrogers@nyit.edu>

##### EXHIBITS CHAIR:

Daniel Rogers, Telephonics  
<drgers@ieee.org>

##### FUNDRAISING CHAIR:

Babak Beheshti, NYIT  
<b.beheshti@ieee.org>

##### TREASURER:

Santos Mazzola, BAE  
<mazzolas@ieee.org>

##### WEBMASTER:

John Schmidt, Eckoh  
<john.g.schmidt@ieee.org>

#### Web Site URL:

<http://www.ieee.li/lisat/>

The seventeenth annual **Long Island Systems, Applications, and Technology Conference**, sponsored by the **IEEE Long Island Section** (hereinafter the “Conference”) will be held on **Friday, May 5th, 2023** at New York Institute of Technology in Farmingdale, New York in cooperation with its Technical Society Chapters and IEEE Region 1, and in cooperation with the New York Institute of Technology. The LISAT Conference Program will include information on the Conference’s technical paper presentations and exhibits.

By signing this **LISAT EXHIBITOR CONTRACT** (hereinafter this “Agreement”) you (hereinafter the “Exhibitor”) are indicating your intention to participate in the Conference as an Exhibitor, and are willing to be bound by the terms and conditions herein.

### I. Definitions

1. **Conference Management** shall include the LISAT Conference Chair, the Exhibits Committee Chair, and their designated agents.

- a) **LISAT Exhibits Chair: Daniel Rogers** drgers@ieee.org
- b) **LISAT Conference Chair: Charles Rubenstein**, c.rubenstein@ieee.org

2. **Exhibit Area** shall be an area in the **Exhibit Hall** (see Appendix A of this Agreement) assigned to each Exhibitor by Conference Management, which consists of a perimeter of approximately eight (8) feet long by four (4) feet wide including one (1) two and a half (2.5) foot by six (6) foot long rectangular table, with plastic table cover, and two (2) folding chairs.

3. **Exhibitor’s Materials** shall include only those products and services which are manufactured and/or distributed by the Exhibitor in the regular course of business that will be in the Exhibitor’s Exhibit Area during the Conference. NO products or services may be sold directly from the floor without prior permission of the Conference Management.

4. An **Exhibit Team** shall include anyone authorized by the Exhibitor, listed in Appendix B in this Agreement, to be within the Exhibitor’s Exhibit Area, in accordance with the terms in this Agreement.

### 5. Conference Tracks:

a) There will be three (3) concurrent paper presentations on new technology by IEEE members, faculty and industry peers in topic areas of systems, applications and general technology. These tracks are not open to exhibitor or exhibitor guests.

b) There will be one (1) concurrent CEU (Continuing Education Units) bearing track which will include training for professional engineers (P.E.) requiring CEU credit to maintain their certifications. This track is not open to exhibitors or exhibitor guests.

c) There will be one (1) concurrent Product Application Track which will include presentations by vendors and other industry peers on topics of immediate interest for application of new technologies and tools. These presentations may occur in a lecture setting. This track is open to attendance from the exhibitor guests. The availability of presentations in this track is contingent upon vendor participation. Exhibitors should contact the exhibits chair if they desire to contribute presentations to the Product Applications Track.

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### II. Details

1. **Display:** Exhibit Materials shall be displayed only in the Exhibitor's assigned Exhibit Area. Backdrops may be displayed only within the perimeter of an Exhibitor's Exhibit Area.
2. **Distribution of Materials.** The distribution of free samples, promotional items, product and service literature, as well as the use of animated displays, is encouraged. Exhibitors are also encouraged to contribute to a LISAT Raffle which will take place during the Conference. Raffle contributions will be recognized during the Conference. However, Exhibitors are prohibited from conducting their own raffle at their Exhibit Area or anywhere at the Conference. **Exhibitors are prohibited from selling products in the exhibit area due to the non-profit status of this event without prior written permission.**
3. **Exhibit Hours: 8:45 AM to 4:30 PM.** Exhibitors may "set-up" their Exhibit Materials beginning at **7:30 AM**. Exhibitors may "breakdown" their Exhibit Materials after **3:45 PM**.
4. **Exhibit Fee and Payment :**
  - a) **Exhibit Fees:** The normal Exhibit Fee is **\$300.00 per table** (received by April 1st, 2023). The fee for Exhibit registration after April 1st, 2023 is \$350 per table. The registration for one exhibitor is included in the Exhibit Table fee. Exhibitors may request registration of additional team members for a fee of \$50 each. Note that exhibitors should remain at the Exhibitor's Exhibit Area. The enrollment of more than one supplemental exhibitor must be pre-approved to prevent unanticipated crowding of the Exhibitors area.
  - b) **Exhibitor Guests:** Exhibitors may invite guests to the conference. All invited guests **MUST** register with the conference by April 1, 2023. Exhibitor Guests ( full day or afternoon) may **ONLY** attend the Exhibits and the vendor Product Application lectures. Exhibitors must request passes for the invited Afternoon/Full Day Guests. These requests may be denied due to capacity constraints. *Note that the exhibit hall is limited to a maximum occupancy of 300 people at one time.*
    - i. After Lunch Guests- These guests may attend at no cost, but they may only enter after 1PM.
    - ii. Full Day Guests- The fee for Full Day Guests is \$25 each, and they may enter after 9 AM. These guests may take part in the food served in the exhibits area (lunch and breaks).
  - c) **Payment:** Exhibitors may either pay online send a check.
    - i. **To pay online:**
      - (1) Fill out exhibitors contract, sign and send to address below.
      - (2) Select "Exhibitor Registration" on the [www.ieee.li/lisat](http://www.ieee.li/lisat) website and follow instructions.
    - ii. **To pay by mail:**
      - (1) Mail a check covering the Exhibit Fee and any Supplemental Exhibit Fee(s), payable to: "IEEE Long Island Section" via certified mail, with two (2) signed copies of the Agreement to: Daniel Rogers, ATTN: IEEE LISAT Exhibits, 60 Ocean Avenue, Blue Point NY 11715 by the deadlines above.
5. **Confirmation:** An Exhibitor's assigned Exhibit Area will be confirmed within 10 business days of receipt of the Exhibitor's payment and signed Agreement by the above named LISAT Exhibits Chair.

### III. Exhibit Area Limitations

1. Requirements for wireless access and/or electrical connection (115 volts, 60 Hz single phase) must be noted in the designated space in Appendix B of this Agreement. For electrical connections, Exhibitors shall provide their own extension cords and/or power distribution boxes. One Wi-Fi connection per exhibit table is provided.
2. Backdrops shall be supported using support brackets provided by the Exhibitor. Construction services are not available. Facilities such as dollies, labor, etc., will not be supplied. Exhibitors shall be responsible for Exhibit Materials "Setup" and movement of all their Exhibit Materials. The Exhibitor is responsible for any direct and consequential damage to the floor or other property incurred by due to the "Set-up", "Breakdown," or the act of exhibiting their Exhibit.

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3. Other than a Backdrop, items which do not fit on the Exhibitor's provided table are prohibited without written consent of Conference Management. Upon receiving such consent, Exhibit Materials which do not fit on the provided table shall be positioned in the assigned Exhibit Area on protective floor covering provided by the Exhibitor.
4. Conference Management, and its authorized agent(s), reserves the right to request the removal of Exhibits not keeping with the general intent of the Conference. Exhibitor must be present at the Exhibit Area throughout Exhibit Hours, as well as "Setup" and "Breakdown" of an Exhibit. Exhibit Area space must be maintained in a neat and orderly manner throughout the Exhibition.

#### **IV. Additional Terms and Conditions**

1. Binding Contract - The Agreement is not considered received by Conference Management until two signed copies of the Agreement, accompanied by full payment for Exhibit Fee and any Supplemental Exhibit Fee(s), is received by the above named LISAT Exhibits Chair.
2. This Agreement shall be accepted by Conference Management and binding upon Exhibitor upon written acceptance and notification of an Exhibit Area assigned to the Exhibitor by Conference Management. No terms herein shall be modified without prior written consent of Conference Management.
3. The Exhibitor further agrees that the conditions, rules and regulations of the Conference Management are made a part of the Agreement and Exhibitor agrees to be bound by each and all of these rules and regulations, and that the Conference Management shall have the full power to interpret, amend and enforce all rules and regulations in the best interest of the Conference.
4. Assignment of Space - Assignment of Exhibitor Areas will be on a first-come-first-served basis following the receipt of the Agreement by the above named LISAT Exhibits Chair.
  - a) **Subletting Space** - Exhibitor shall not assign, sublet, or apportion the whole or any part of the assigned Exhibitor Area. Neither an Exhibitor nor a Third Party shall exhibit in the Exhibitor's assigned Exhibitor Area, any products or services which are neither manufactured nor distributed by the Exhibitor in the regular course of business.
5. Termination:
  - a) **If the conference is cancelled by the conference management due to COVID-related restrictions, all of the Exhibitors Fees will be refunded.**
  - b) All cancellations must be made in writing to the above LISAT Exhibits Chairman and refunds will be based on the following schedule: On or before **April 1<sup>st</sup>, 2023**, all of total Exhibitors fees will be refunded. After **April 1<sup>st</sup>, 2023**, no refund will be permitted. "No-show" Exhibitors will not receive a refund. The space subject to the cancellation may be reassigned by Conference officials without mitigating damages resulting from the cancellation.
  - c) In the event that the Conference facilities shall become, as determined by the Conference Management, unfit for occupancy, or substantially interfered with by reason of one or more "cause or causes" not reasonably within the control of the Conference Management, this agreement may be terminated by the Conference Management. For this purpose, the term "cause or causes" shall include, but not by way of limitation, fire, flood, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defense, 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, inability to obtain, or condemnation, requisition or commandeering of necessary supplies or equipment, local, state or federal law, ordinance, rule, order, decree or regulation, whether legislative, executive, or judicial, and whether constitutional, or act of God.
  - d) Should Conference Management terminate this agreement pursuant to the provision of this paragraph the Exhibitor waives any and all claims for damages and agrees that Conference Management may, after computing the total amount of cost and expenses incurred in connection with its preparation for and conducting of the Conference, (including a reasonable reserve for claims and other contingencies) refund a residual sum to the Exhibitor.

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6. Loss, Damage and Compliance:

a) Exhibitor agrees that neither the IEEE, the IEEE Long Island Section, LISAT, Conference Management, its agents, heirs, or assigns, nor New York Institute of Technology, shall be liable for any damage or liability, actual or consequential, of any kind or for any loss, damage or injury to persons or property during the term of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of the Exhibitor's Exhibit Area or any person thereon with the consent of Exhibitor, and that Exhibitor will defend, indemnify and save harmless, IEEE, LISAT, Conference Management, its agents, heirs, or assigns, and New York Institute of Technology from all liability whatsoever, on account of any such damage, or injury, whether or not caused by negligence or breach of an obligation by Exhibitor or its employees or representatives. Exhibitor will be liable for all damages or liability of any kind or for any loss, damages, actual or consequential, or injury to persons or any property during the show from any cause whatsoever by reason of use, occupation and enjoyment of the Exhibitor's Exhibit Area.

b) The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, State and federal governing bodies concerning fire, safety and health, together with the rules and regulations of New York Institute of Technology.

7. Demonstrations - No demonstrations or solicitations shall be permitted outside of the Exhibitor's assigned Exhibit Area. No signs or placards may be displayed on persons or otherwise outside the Exhibitor's Exhibit Area without prior approval, in writing, of Conference Management.

8. Severability: If any part, term, or provision of this Agreement is found illegal or in conflict with any valid controlling law, the validity of the remaining part, term, or provision will not be affected thereby.

9. Choice of law and Venue: This agreement shall be construed, performed and enforced in accordance with the laws of the State of New York. The sole and exclusive venue for any lawsuit arising out of or relating to this agreement shall be the courts of Suffolk County, New York.

10. Merger: This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

**V. APPENDICES PART OF THIS CONTRACT**

- a) **Exhibit Hall Layout Document**
- b) **Identification of Exhibit Team members**
- c) **No Charge/ AFTERNOON EXHIBITOR GUEST LIST**
- d) **EXHIBITOR LUNCH GUEST LIST**



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### SIGNATURES IN AGREEMENT TO THE ABOVE TERMS

EXHIBITOR'S SIGNATURES IN AGREEMENT TO THE ABOVE TERMS:

(Also list names on attendee list below if attending)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ EMAIL: \_\_\_\_\_

[ ] Do not list our contact information on the exhibitor list to be provided to all attendees

SIGNATURE BY CONFERENCE MANAGEMENT IN AGREEMENT TO THE ABOVE TERMS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Appendix A:

### *LISAT2023 Exhibit Hall*

Friday May 5, 2023

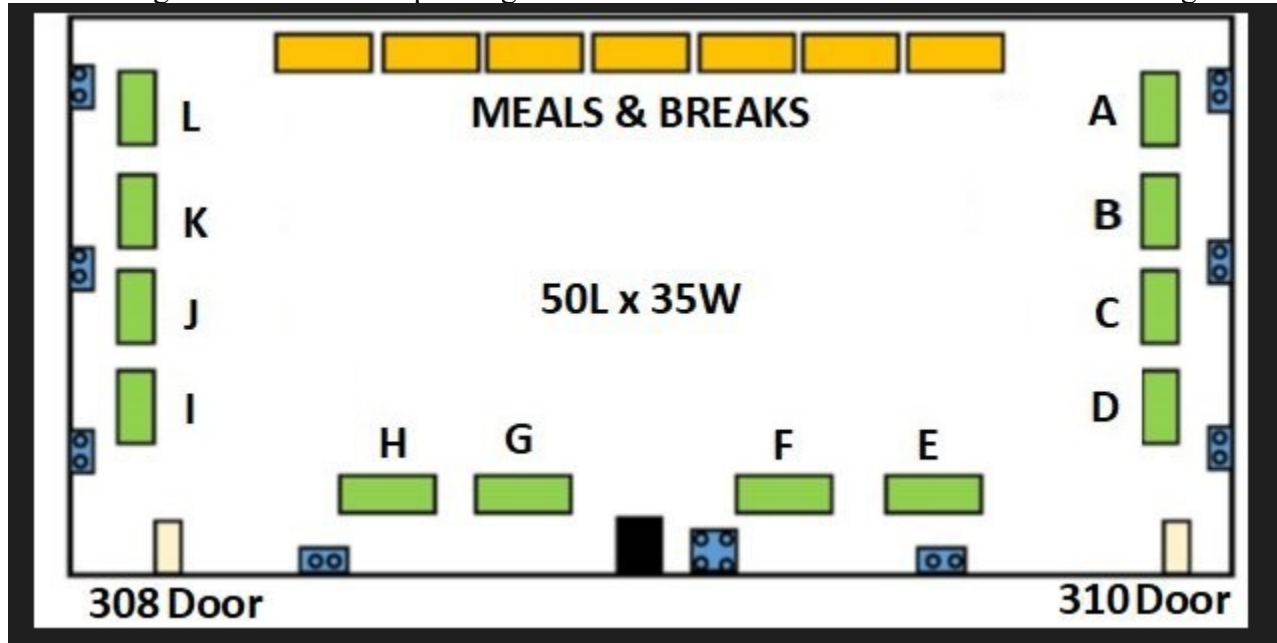
7:30 a.m. to 5:00 p.m.

*New York Institute of Technology - NYIT*

*Reserve Your Space!*

**PLEASE NOTE:** The floor plan below is for context only.

It can change without notice depending on the actual number of exhibitors and other contingencies.



### Details:

- 1.) Each 'booth' consists of a rectangular 2 ½ x 6 foot table with 2 folding chairs set around the perimeter of the room per the diagram above.
- 2.) 120 VAC is available for the outer tables.
- 3.) One Wi-Fi connection is available per exhibit table.



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## APPENDIX B

### IDENTIFICATION OF EXHIBITOR TEAM MEMBERS

Company: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ EMAIL: \_\_\_\_\_

- Check here  if electrical access is required.
- Check here  if wireless internet access is required. (\*)
- Check here  if Exhibit Table is NOT required.

Number of Tables Requested: \_\_\_\_\_ Table Layout Number(s) Requested: \_\_\_\_\_

Please Print Name of all Exhibitors and identify which will be at the Exhibit Area throughout the Exhibit Hours:

1. Name: \_\_\_\_\_ email: \_\_\_\_\_  
First Full Day Exhibitor ( covered by entry fee )

2. Name: \_\_\_\_\_ email: \_\_\_\_\_  
Second Full Day (at least morning) Exhibitor (**add \$50**):

3. Name: \_\_\_\_\_ email: \_\_\_\_\_  
\*Third Full Day (at least morning) Exhibitor (**add \$50**):

*\*Please note: Please provide additional Exhibit Personnel Names and e-Mail on a separate page. Pre-approval of more than one additional Exhibit is required and under the discretion of the Organizing Committee.*

One wireless connection will be provided free of charge.

Exhibitor Booth Fee: \_\_\_\_\_ (\$300/table before April 1<sup>st</sup>, \$350/table thereafter)

Exhibit Personnel Added Fee(s): \_\_\_\_\_

Exhibitor Guests invited **after** Lunch(1PM): \_\_\_\_\_ @ No Charge; APPENDIX C

Exhibitor Guests invited **before** Lunch(1PM): \_\_\_\_\_ @ \$25 = \_\_\_\_\_; APPENDIX D

Total Amount Remitted with Contract: \$ \_\_\_\_\_



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## APPENDIX C

### **EXHIBITOR AFTER LUNCH(AFTER 1PM) GUEST REQUEST LIST**

Complete by April 1<sup>st</sup>, 2023, to allow for printing GUEST BADGE(S), and forward to:  
**Daniel Rogers, ATTN:IEEE LISAT Exhibits, 60 Ocean Avenue, Blue Point,NY 11715**  
(attending after Lunch, please print clearly)

Name: \_\_\_\_\_ email: \_\_\_\_\_

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## APPENDIX D

### **EXHIBITOR FULL DAY(AFTER 9AM) GUEST REQUEST LIST (\$25 PER PERSON)**

Complete by, April 1<sup>st</sup>, 2023, to allow for printing GUEST BADGE(S), and forward to:  
**Daniel Rogers, ATTN: IEEE LISAT Exhibits, 60 Ocean Avenue, Blue Point, NY 11715**  
(Attending LISAT Lunch, please print clearly)

Name: \_\_\_\_\_ email: \_\_\_\_\_

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