The Terms of Agreement apply to all exhibitors and those for whom they purchase badges attending the APAP|NYC+ Convening (hereafter known as APAP|NYC+). Upon registering for the APAP|NYC+ as an exhibitor and purchasing a virtual booth, the exhibitor agrees to abide by these Terms of Agreement as outlined herein. The Association of Performing Arts Professionals (hereafter known as APAP) reserves the right to remove any exhibitor or exhibit booth that is in breach of these terms before, during or after APAP|NYC+ and may exclude the exhibiting organization from returning as an exhibitor for a period of time to be determined solely by APAP. The virtual exhibit hall (here after known as the virtual EXPO Hall) at APAP|NYC+ is a convening designed to provide an opportunity for APAP members only to promote artists, products and services specifically for or customarily used in presenting, booking and touring the performing arts. Direct sales, the exchange of money or the signing of contracts in the EXPO Hall is strictly prohibited.

SECTION I: AGREEMENT TO EXHIBIT

A. Acceptance to Exhibit: APAP reserves the right to reject any Exhibitor Application that might be objectionable and to prohibit or remove any exhibit that might detract from the general character of APAP|NYC+. Any organization or individual causing a disturbance at APAP|NYC+ may also be denied access to any or all of the activities, removed from such, or excluded from the returning as an exhibitor for a period of time to be determined solely by APAP. The contract for exhibit space, when executed by the exhibitor and accepted by APAP, is a binding agreement between the two parties.

B. Amendments: APAP reserves the right to interpret, amend and enforce the conditions, rules and regulations of this Agreement with or without notice. Each exhibitor, for him or herself, his or her agents and employees, agrees to abide by all conditions, rules, regulations and the APAP|NYC+ Attendee Code of Conduct. APAP reserves the right to change exhibit hours as necessary.

C. Cancellation Policy: All cancellations and requests for refunds by the exhibitor must be made in writing; refunds are subject to the approval of APAP according to the following:
   a. No refunds on Attendee Registration fees will be issued after January 5, 2021.
   b. Membership dues are non-refundable.
   c. Membership dues and payment on all APAP advertising contracts must be current through January 31, 2021 for the exhibiting organization to take possession of the assigned virtual booth space(s). Exhibitors who do not pay all outstanding account balances due to APAP for any goods or services (including membership dues, exhibit booth(s) and advertising) in a timely manner, as agreed, shall forfeit the booth space(s) reserved.

D. Payment and Provision in the Case of Default by Exhibitor: If any exhibitor fails to pay, within deadlines set by APAP, any sum(s) required to be paid by this contract, advertising contracts or membership dues, or if any exhibitor shall fail to perform any other terms and conditions of the contract, APAP reserves the right to terminate this contract immediately without any refund and
to withhold the virtual booth(s) involved from possession of the exhibitor or to take immediate possession thereof.

E. **Solicitations:** Solicitations must be confined to the virtual exhibitor’s booth.

F. **Transactions:** Any transaction involving the exchange of money is expressly prohibited. Members agree that APAPNYC+ and exhibits will be educational in nature and will not be designed solely for the purpose of contracting artists’ services. Discussions of fees, date availabilities, technical requirements, artistic qualifications, program content and the like are permitted. The actual consummation of an agreement by the completion and signing of a contract is expressly prohibited.

G. **Subletting of Virtual Exhibit Space, Assignment and Prohibited Uses:** Exhibitors are prohibited from assigning, sharing or subletting a booth or any portion of the space allotted to them. This means no booth sharing. Exhibitors are not permitted to promote products, services or merchandise that are not a part of their own regular or established product line(s) or artist roster. Exhibitors are prohibited from assigning the rights under this contract under any circumstances. Any rights under this contract shall not convey to the benefit of any successor of the exhibiting organization or individual. If the exhibitor organization has merged and is not the surviving entity; is liquidated, dissolved or otherwise ceases to exist; or in the event the exhibitor is a person rather than an entity and dies or becomes mentally or physically incapacitated, this contract shall be considered terminated, null and void.

**SECTION II: EXPO HALL REGULATIONS**

A. **APAP|NYC+ Code of Conduct:** APAP’s APAP|NYC+ Attendee Code of Conduct applies to every member and each of the member’s representatives. Inherent in the representative’s dealings with artists, artist managements, agents and presenters, which form the core of his or her professional activities, is a commitment to professional honesty and integrity. This Code of Conduct is available on request and applies to all attendees and describes standards of behavior that embody this commitment. Upon registering for the conference as an exhibitor and purchasing a virtual booth, the exhibitor agrees to abide by the Code of Conduct.

B. **Booth Badges:** Access to the EXPO Hall is limited at all times to attendees only. ALL BADGES PURCHASED FOR THE CONFERENCE WILL BE ISSUED ONLY TO EXHIBITORS’ EMPLOYEES, BOARD MEMBERS AND ARTISTS ON THEIR ROSTERS, PROVIDED THESE INDIVIDUALS ARE ATTENDING AS BOOTH PERSONNEL AND ARE NOT STAFF, BOARD MEMBERS AND/OR ARTISTS OF OTHER APAP MEMBER ORGANIZATIONS OR PROSPECTIVE MEMBER ORGANIZATIONS. APAP reserves the right to withhold badges and deny participation to any individual who is not affiliated with the member organization registered as an exhibitor under this contract. Each exhibiting organization receives a badge for the registered attendee listed on the Exhibitor Application form and a designated number of complimentary badges for booth personnel. Exhibitors may also purchase additional badges online at the regular rate of $75 per badge online until January 5, 2021.