

Show Restrictions

- **ABSOLUTELY NO SMOKING/VAPING** etc. inside the venue! Violators subject to ejection without refund.
- No food or drink may be sold without NECANN management approval.
- THC Cannabis cannot be displayed, sold or distributed at this event (CBD & hemp products should have proof of product contents to avoid being disallowed. No Exhibitor/Vendor or Attendee shall be in open possession of Cannabis at the Convention Center. No sampling or ingesting of edibles or combustion of any sort that is infused with Cannabis/THC is allowed on the premises.

Cancellation of Contract

The Exhibitor shall forfeit his right to the space, all prepaid costs and upon demand, pay any balance owing to NECANN if Exhibitor fails to occupy or use his space or to have his exhibit completed by last designated hour of the opening day of the Convention. If the Exhibitor forfeits the space, NECANN may re-let the space without liability to Exhibitor. If this contract is canceled by Exhibitor for any reason, or by NECANN because of Exhibitor's default or violation of this agreement, monies paid to NECANN by Exhibitor shall be retained as follows: For Sponsorships: All payments for Sponsorship packages are non-refundable. For exhibitor booth only purchases, if cancellation occurs 60 days or more prior to the opening day of the Convention, NECANN shall retain the required deposit, as noted during the online registration process, and shall issue a credit for any remaining monies paid which can be used for any future NECANN convention. If cancellation occurs within 60 days prior to the opening day of the Convention, NECANN shall retain the entire amount paid to date, and exhibitor is responsible for all remaining balances.. Any cancellation must be in writing. Full payment is due by July 19, 2025 for all purchases. Booths/Sponsorships/services purchased after July 19 must be paid in full within 14 days of purchase. Purchases made after July 19 are final with full amount due even in case of cancellation.

If the Convention is canceled, delayed, interrupted or not held as scheduled for any reason, other than an act of God, Exhibitor's damages shall be limited to only the cost of the reserved space paid to NECANN and NECANN shall not be liable for any other damages or expenses; NECANN shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of convention being delayed and re-scheduled for COVID-19 concerns or any other reason, all payments and terms of this contract are transferred to the new dates. In the event of any breach of contract other than cancellation, delay, interruption, or not holding the show as scheduled, Exhibitor's damages shall be limited to the cost for the reserved space paid to NECANN.

BASIC TERMS AND CONDITIONS

Contract - This application, properly executed by Exhibitor shall upon acceptance by NECANN constitute a valid and binding contract. NECANN reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the Convention. It is further agreed that the conditions, rules and regulations as herein stated and as outlined in the Exhibitor's Manual are made a part hereof as though fully incorporated herein, and that the said Exhibitor agrees to be bound by each and every one thereof.

Exhibit Space - Rental shall be paid upon the following terms in order TO GUARANTEE EXHIBIT SPACE. A deposit of 50% of the booth fee is due immediately with Space Application. Balance of space must be paid by July 19, 2025. Booths/Sponsorships purchased after July 19, 2025 must be paid in full within 14 days of purchase. Purchases made after July 19 are final with full amount due even in case of cancellation. Full payment is required in advance of move-in dates. Management reserves the right to determine eligibility of Exhibitors and appropriateness of Exhibitors' products/services before acceptance of contract. Exhibitors will not be permitted to move in without full payment.

Subletting - Space Subletting is prohibited. No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted, or has representatives' equipment or materials from other than its own firm in the said place without the written consent of Show Management.

Aisles - The aisles, passageways and overhead spaces remain under the control of NECANN, and no signs, banners, advertising materials or exhibits, will be permitted in those areas without permission from NECANN. All exhibits and personnel must remain in the confines of their own spaces. See exhibitor manual for specific details.

Exhibit Removal - No exhibits, part of an exhibit or merchandise may be removed from the Building until the closing of the exhibit hall without approval from NECANN. All Exhibits and materials must be removed by the stated times as posted in the Exhibitor's Manual. The set-up and breakdown schedules must be strictly adhered to for the safety and convenience of all show exhibitors, attendees and the timely presentation of the show. Each Exhibitor must have an attendant in the display during all hours of the show. Anyone arriving late, leaving early or breaking down during show hours, may be denied entrance to future shows.

Liability of Exhibitor - The Exhibitor is entirely responsible for the space occupied by Exhibitor and shall not injure, mar or deface the premises. The Exhibitor shall not drive nor permit to be driven, any pins, nails, hooks, tacks, or screws in any part of the Building. Furthermore, Exhibitor shall not affix to the walls or windows of the Building any advertisements, signs, etc., or use adhesive type material on any painted surfaces. The Exhibitor agrees to reimburse NECANN and/or the Building for any loss or damage occurring to the premises or equipment.

Booth Display - Included in the cost of the exhibit space is standard 8' back drape, 3' side rail drape, one 6' Table & 2 chairs, booth ID sign, 4 exhibitor badges for staff, 24 hour security

service. Please place orders directly through the facility for electrical, internet and phone line services. The Exhibitor Manual contains all the pertinent internet numbers and will be available approx. 8 weeks prior to the Show. Absolutely no cardboard or hand written signs of any kind will be permitted to be used in the display or construction of any booth.

Show Restrictions - **No music/audio may be played at a level so that it can be heard from outside your booth area.** ABSOLUTELY NO SMOKING/VAPING etc. inside the venue! Violators subject to ejection without refund. No food or drink may be sold without NECANN management approval. Marijuana or Cannabis in any form cannot be displayed, sold or distributed at this event. No Exhibitor/Vendor or Attendee shall be in open possession of Cannabis at the Convention Center. No sampling or ingesting of edibles that are infused with Cannabis/THC is allowed on the premises.

Local Ordinance - All exhibits must comply with all City, State and Federal laws, ordinances, regulations and Fire Marshall Instructions. Any and all City, State or Federal licenses, inspections, permits or taxes required by law of any Exhibitor in the installation or operation of his exhibit, shall be obtained by the Exhibitor at Exhibitors own expense prior to the opening of the Convention. Exhibitors must have in their possession at the show any licenses or permits required by the City or State.

Cancellation of Contract - The Exhibitor shall forfeit his right to the space, all prepaid costs and upon demand, pay any balance owing to NECANN if Exhibitor fails to occupy or use his space or to have his exhibit completed by last designated hour of the opening day of the Convention. If the Exhibitor forfeits the space, NECANN may re-let the space without liability to Exhibitor. If this contract is cancelled by Exhibitor for any reason, or by NECANN because of Exhibitor's default or violation of this agreement, monies paid to NECANN by Exhibitor shall be retained as follows: If cancellation occurs 60 days or more prior to the opening day of the Convention, NECANN shall retain the required deposit, as noted during the online registration process, and shall issue a credit for any remaining monies paid which can be used for any future NECANN convention. If cancellation occurs within 60 days prior to the opening day of the Convention, NECANN shall retain the entire amount paid to date. Any cancellation must be in writing.

Disputes Resolved by Arbitration - Should any dispute arise between the parties concerning this Agreement or matters contemplated herein, the same shall be resolved by binding arbitration, conducted pursuant to the rules and regulations of the American Arbitration Association. Any arbitration commenced hereunder shall be held in Rochester, NY by one arbitrator (who shall be a lawyer) in accordance with American Arbitration Association rules. Each party shall bear its own cost of arbitration.

Liability of NECANN - If the Convention is cancelled, delayed, interrupted or not held as scheduled for any reason, other than an act of God, Exhibitor's damages shall be limited to only the cost of the reserved space paid to NECANN and NECANN shall not be liable for any

other damages or expenses; NECANN shall not be liable for any refund, damages or expenses if caused by an act of God. In the event of convention being delayed and re-scheduled, all payments and terms of this contract are transferred to the new dates. In the event of any breach of contract other than cancellation, delay, interruption, or not holding the show as scheduled, Exhibitor's damages shall be limited to the cost for the reserved space paid to NECANN.

Indemnification - Exhibitor shall protect, indemnify and hold harmless NECANN, their officers, agents and employees from and against any and all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the exhibit and activities of the Exhibitor and the officers, contractors, licensees, agents, employees, guests, invitees or visitors of Exhibitor, including but not limited to claims, damages, losses and expenses arising out of or resulting from the performance of live or recorded music or other copyrighted works with the exhibit and arising out of or resulting from disputes between exhibitors regarding violations of unfair trade practice laws or patent or copyright laws.

Consent to Use Exhibitor's Likeness - Exhibitor hereby consents to NECANN's royalty use of visual and audio reproduction of Exhibitor and its employees and exhibit(s) including without limitation recordings, photographs, video tapes, films and other images for the purpose of advertisement and promotion of this and future shows.

Exhibitor Conduct - The Exhibitor shall not conduct himself in such a manner or operate Exhibitor's equipment at a level of sound that is determined at the sole discretion of Show Management to be determined to the welfare of the show or of other exhibits. Show Management reserves the sole right at its discretion to take whatever action is necessary to force the Exhibitor to observe the foregoing.