

Terms and Conditions:

1. APPLICATION AND ELIGIBILITY. Application for exhibitor space, sponsorship or advertisement at the Long Island Board of Realtors®, Inc (hereinafter, "LIBOR") 2023 Education Conference (hereinafter, "Education Conference") must be made on the printed Exhibitor/Sponsor Reservation Form provided by LIBOR, contain the information as requested and be executed by an individual who has the authority to act for the applicant. LIBOR reserves the absolute right to decline any application for any reason, if, in LIBOR's judgment, the products or services to be shown or demonstrated are not applicable to the real estate business, are unreasonably duplicative of services or products offered by or available from LIBOR, or are inconsistent with the stated purpose and mission of LIBOR and the interests and welfare of its members and participants. LIBOR further reserves the right in its sole discretion to limit the types of companies and products represented at its trade show, and accept or reject applications based on space limitations and to assign booth space as it deems appropriate

2. ASSIGNMENT OF EXHIBITOR SPACE. All space assignments shall be made by LIBOR, in its sole discretion, and LIBOR reserves the right to change all booth assignments as it deems appropriate.

3. EXHIBITOR, SPONSORSHIP AND ADVERTISING FEES.

(a) For its participation as an Exhibitor, Sponsor or Advertiser in the LIBOR Education Conference, Sponsor, Exhibitor, or Advertiser shall pay to LIBOR a fee (the "Fee") in the applicable fee amount as set forth in the Long Island Board of Realtors®, Inc. 2023 Sponsor & Exhibitor Invitation, the terms of which are incorporated herein by reference.

(b) In consideration of paying the Fee to LIBOR, LIBOR shall provide to Exhibitor, Sponsor or Advertiser the benefits enumerated in the Long Island Board of Realtors®, Inc. 2023 Sponsor & Exhibitor Invitation, as applicable.

4. NON-EXCLUSIVE AGREEMENT. Except as otherwise provided herein or in the Long Island Board of Realtors®, Inc. 2023 Sponsor & Exhibitor Invitation, Exhibitor's, Sponsor's, and Advertiser's agreement with LIBOR is non-exclusive. Exhibitor, Sponsor, and Advertiser acknowledges and agrees that LIBOR in its sole discretion, may enter into exhibits, sponsorships, and advertisements, or other similar arrangements, with other companies similar to or equivalent to Exhibitor's, Sponsor's or Advertiser's business and/or industry.

5. EXHIBITOR STAFF. LIBOR reserves the right, in its absolute discretion, to impose reasonable limitations on the number of exhibit staff within an exhibit and encourages Exhibitor to obtain approval for the number of staff prior to the event.

6. PAYMENT DATES. No exhibitor space will be assigned or guaranteed until LIBOR has received your exhibitor fee along with the signed application and until such time as your application has been approved by LIBOR. Only those companies receiving approval and confirmation from LIBOR and having made full payment by May 1, 2023 will be listed in the Education Conference Program.

7. CANCELLATION. Exhibitor, Sponsor, or Advertiser may cancel this agreement upon notice to LIBOR, subject to the following terms.

If Exhibitor cancels this contract prior to May 1, 2023, LIBOR shall be entitled to retain fifty percent (50%) of the full exhibit space fee as liquidated damages and not as a penalty. If Exhibitor cancels this contract after May 1, 2023, LIBOR shall be entitled to the full exhibit space fee as liquidated damages and not as a penalty, and may resell or reassign the booth space.

If Sponsor or Advertiser cancels this contract after acceptance, LIBOR reserves the right to retain the full fee as liquidated damages and not as a penalty.

8. FAILURE TO OCCUPY SPACE. Any booth space not occupied at the Crest Hollow Country Club by 9:00 a.m., Wednesday, June 7, 2023, shall be forfeited by the Exhibitor, and space may be resold, reassigned, or used by LIBOR without refund, unless a request for delayed occupancy has received prior approval of LIBOR. Failure to notify LIBOR of cancellation prior to 9:00 a.m., Wednesday, June 7, 2023, may be cause for denial of exhibit space in future trade expositions.

9. CANCELING EXHIBIT. If for any cause beyond the control of LIBOR, such as, but not limited to, the Covid 19 pandemic, a State of Emergency, electrical failure, technological failure, the destruction of the exhibit facilities by an Act of God, the public enemy, authority of law, fire or other force majeure, or boycotts, strikes or other labor disputes, cancellation of Tech Fair for reasons beyond LIBOR's reasonable control, LIBOR is unable to comply with the terms of this Contract and deliver the space allotted hereunder, this Contract shall be considered terminated and any payments made hereunder by Exhibitor, Sponsor or Advertiser shall be refunded to Exhibitor, Sponsor or Advertiser less expenses incurred by LIBOR to the date of the termination. Such incurred expenses shall be allocable to Exhibitor, Sponsor or Advertiser after pro-rata thereof among all Exhibitors, Sponsors and Advertisers.

10. INSTALLATION AND REMOVAL OF EXHIBITS. The exhibit hall will become available between 6:00am and 7:30am, Wednesday, June 7, 2023 for exhibit space setup. All exhibits must be fully set up and ready by 7:30am on Wednesday, June 7, 2023. Exhibitors will not be permitted to dismantle or to begin to dismantle prior to the close of the Exhibitor Walk Through portion of the Education Conference at 2:30pm.

11. INSURING THE EXHIBITS. Exhibitor is encouraged to insure its exhibits, merchandise and display materials against theft, fire, etc., at their own expense. It is suggested by LIBOR that Exhibitor contact Exhibitor's insurance broker and obtain all risk insurance covering

exhibit property while absent from home premises for exhibit purposes, or a rider to Exhibitor's existing policy covering same.

12. SOUND/MUSIC/LICENSING. In general, exhibitors may use sound equipment in their booth as long as they have the proper licensing for the music and the noise level does not disrupt the activities of neighboring exhibitors.

SPECIAL WARNING: If the noise level is still disruptive after LIBOR warnings, your equipment responsible for the noise violation will be disconnected/removed for the duration of the show.

- (a) Exhibitor, Sponsor or Advertiser warrants that it is the sole owner of all intellectual property rights, including copyrights, in all music and materials appearing in its exhibit space, or in the alternative, that it has obtained appropriate licenses to display such music and materials.
- (b) Exhibitor, Sponsor or Advertiser agrees to defend, indemnify, save and hold LIBOR harmless from and against all claims brought against LIBOR arising out of any alleged breach of the warranties made in this paragraph 12.

13. INTELLECTUAL PROPERTY AND PROMOTION OF SPONSOR, EXHIBITOR, OR ADVERTISOR. Exhibitor, Sponsor, Advertiser, and LIBOR shall each own and shall retain all right, title and interest in their respective intellectual property, including names, logos, trademarks, service marks, and copyrights, including without limitation, intellectual property currently used or which may be developed and/or used by them in the future.

LIBOR agrees to include Exhibitor, Advertiser, and Sponsor's name, logos, trademarks, service marks, or similar identifying material relating to your company (collectively, "Your Marks") in promotion of the LIBOR Education Conference in the following ways: (i) Exhibitors: on the Education Conference Program and Website, (ii) Sponsors: as specified by Sponsor's respective sponsorship level (such as "Diamond"), and (iii) Advertisers: as specified by Advertiser's respective advertisement space purchase (such as "Full Back Cover of Program"). LIBOR may, but is not obligated to provide additional Exhibitor, Sponsor, or Advertiser advertising in other LIBOR Education Conference promotional efforts. To allow LIBOR to meet the forgoing obligations, Exhibitor, Sponsor, or Advertiser grants to LIBOR a perpetual, irrevocable, limited, non-exclusive license to use, reproduce and display Your Marks solely for the purpose of promotion and marketing the LIBOR Education Conference. Any other use is prohibited. Without limiting the generality of the foregoing prohibition, LIBOR shall never make any of the following uses of Your Marks:

- (a) Redraw, round the corners, reshape, trace, tilt, intersect, photographically alter or otherwise distort Your Marks.
- (b) Use any of Your Marks as part of a company or individual name, or as any part of a domain name, URL, or web address.
- (c) Superimpose any of Your Marks over any graphic pattern or design.
- (d) Combine any of Your Marks with any other symbol or device.
- (e) Outline or frame any of Your Marks.

14. SECURITY. Reasonable precautions are taken to protect property, but LIBOR cannot and does not insure the safety of persons or the protection of property.

15. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY. Exhibitors, Sponsors and Advertisers agree to protect, defend, indemnify and hold harmless LIBOR and its Participants, subsidiary, officers, directors, employees, agents, and affiliates, and the Crest Hollow Country Club (collectively, the "Indemnitees") from any and all liability, loss, damage, or expense including court costs and attorneys' fees by reason of any injury or injuries sustained by any persons or property or loss of property or income which might be derived therefrom occurring in or about the exposition premises or entrances thereto or exists therefrom, including, but not limited to, that caused by or resulting from breach of the terms and conditions and representations made by Exhibitor, Sponsor and/or Advertiser written in this contract including violations of the Americans with Disabilities Act or any violation of lottery laws, gambling laws and/or laws governing the registration and bonding of games of chance in selling commodities in New York State. Indemnitees shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the Exhibitor, Sponsor and/or Advertiser or otherwise located in the exposition premises. Exhibitors, Sponsors, and Advertisers assume all responsibility for its products, materials, and/ or services and the actions by any of its employees or agents occurring immediately before, during, or after the Education Conference. This Section 15 shall survive the termination or expiration of this Agreement for any reason.

16. UNACCEPTABLE EXHIBITS/MATERIALS. The Exhibitor, Sponsor and Advertiser agrees not to utilize any displays or material which LIBOR determines, in its absolute discretion, would endanger the person or property of the attendees or of the Exhibitors Sponsors, or Advertisers, are in bad taste, are liable to discredit or subject LIBOR to criticism or legal liability, are inconsistent with the stated purposes of LIBOR and the interest and welfare of its members, are inimical to the property rights of LIBOR, or violate any other provision of this Contract. In the event LIBOR determines at any time that any exhibit, material, or advertisement may/or does violate this paragraph and the Exhibitor, Sponsor, or Advertiser is unable or unwilling to cure or correct such violation, LIBOR may terminate this Contract and prevent erection of the exhibit or display of the advertisement or material or may remove or cause the exhibit or advertisement or material to be removed at the Exhibitor's, Sponsor's, or Advertiser's expense, and Exhibitor, Sponsor, and Advertiser hereby waives any claim for refund of the exhibit booth or advertisement or other damages arising out of such termination and/or exhibit or advertisement removal. If Exhibitor, Sponsor, or Advertiser is uncertain whether an exhibit or advertisement is in compliance with all regulations and requirements, contact LIBOR prior to the LIBOR Education Conference.

17. SUBLETTING BOOTH SPACE AND ARTICLE OF EXHIBIT. The Exhibitor or Sponsor may not assign, sublet, or apportion all or any part of its contracted booth space, nor may Exhibitor or Sponsor cause or permit the advertisement, display, promotion, sales or marketing of products or services in its booth(s) other than those manufactured, distributed or sold by the Exhibitor or Sponsor in the regular course of business and identified in this contract. Exhibitor or Sponsor may change, add or delete a product or service to be displayed in its booth only with LIBOR's permission.

18. ADVERTISING MATERIAL. The Exhibitor, Sponsor, and Advertiser agrees that the use or distribution of any advertising material or souvenirs during the conference shall be subject to prior written approval by LIBOR. Except as otherwise provided, LIBOR shall not endorse, support or be liable for the claims made by the Exhibitors, Sponsors, or Advertisers as to the qualities or merits of their products or services, and no advertising or mention shall indicate, claim or suggest such endorsement or support. All handouts must be distributed from within the exhibit booth(s).

19. SWEEPSTAKES/CONTESTS. Exhibitor, Sponsor and Advertiser agree to notify LIBOR in writing beforehand should Exhibitor/Sponsor/Advertiser wish to offer a sweepstakes or contest promotion (that is, an activation where prizes will be offered to some but not all participants, with winners being selected by chance or skill) during the conference. Such notice shall include a brief summary of the proposed sweepstakes/contest activity, including how persons enter, the winner selection methodology and the available prizes, as well as a copy of the official rules governing such sweepstakes/contest and any associated creative and advertising materials for same. Exhibitor, Sponsor and Advertiser agree that they will not proceed with a sweepstakes/contest at the conference without first securing the written approval of LIBOR, with the understanding that such approval does not constitute LIBOR's acceptance of the sweepstakes/contest or any waiver of rights by LIBOR in conjunction therewith.

Notwithstanding the foregoing, no notice or approval is required if the sweepstakes/contest promotion is a "fish bowl random drawing" where interested persons enter simply by depositing their business card or a completed entry form in an entry box at a booth at the conference, with the prize winner(s) being selected at random on-site, provided that it is not advertised prior to the conference and the most valuable prize has an approximate retail value of no more than \$100. If Exhibitor, Sponsor or Advertiser are uncertain as to whether a given sweepstakes promotion qualifies as a "fish bowl random drawing," contact LIBOR.

For all sweepstakes/contest promotions including "fish bowl random drawings", creative materials (including official rules, to the extent available) must contain the following clear and conspicuous disclaimer: **THE LONG ISLAND BOARD OF REALTORS®, INC. AND EDUCATION CONFERENCE HAVE NOT ENDORSED, SPONSORED, AUTHORIZED OR ARE OTHERWISE ASSOCIATED IN ANY MANNER WITH [NAME OF ADVERTISER/SPONSOR/EXHIBITOR] AND [NAME OF SWEEPSTAKES/CONTEST.]** If LIBOR determines in its sole discretion that a sweepstakes/contest including "fish bowl random drawing" violates applicable U.S. Federal and/or New York State law or is otherwise unacceptable as per Section 16, the sweepstakes/contest shall constitute an "Unacceptable Exhibit" as per Section 16.

20. NON-DISCRIMINATION. LIBOR prohibits discrimination or harassment against any person because of race, color, religion, national origin, sex, disability, familial status, or any other characteristic protected under federal, state, or local laws ("Protected Classes"). Exhibitors, Sponsors, and Advertisers shall refrain from making any statements, comments, or offensive humor, whether verbally or in written materials, which would discriminate, disparage, or harass any person or group based on a Protected Class.

21. ANTITRUST POLICY. Exhibitor, Sponsor and Advertiser agree it shall not discuss: i) bringing about or attempting to bring about any understanding or agreement amount two or more members or other competitors with regard to prices or terms and conditions of contracts for services or products; ii) discouraging or withholding patronage or services from, or encouraging exclusive dealing with any supplier or purchaser or group of suppliers or purchasers of products or services, any actual or potential competitor or group of actual potential competitors, or any private or governmental entity; iii) allocating or dividing geographic or service markets or customers; iv) restricting, limiting, prohibiting, or sanctioning advertising or solicitation that is not false misleading, deceptive, or directly competitive with LIBOR's products or services; v) discouraging entry into or competition in any segment of the marketplace; and/or vi) whether the practices of any member, actual or potential competitor, or other person are unethical or anti-competitive.

22. MISCELLANEOUS. The Exhibitor, Sponsor, and Advertiser expressly agrees to be bound by all the terms, conditions and specifications herein and as from time to time thereafter modified, and expressly agrees that paragraphs 13, 15, 22, 25 and 26 of this Contract shall survive termination of this agreement.

23. RESERVATION OF RIGHT TO MAKE CHANGES. Any matters not specifically covered herein are subject to decision by LIBOR. LIBOR reserves the right to make such changes, amendments and additions as considered advisable for the proper conduct of the exhibit, with the provision that all Exhibitors, Sponsors and Advertisers will be advised of any such change.

24. RELATIONSHIP. This Agreement, together with the Long Island Board of Realtors®, Inc. 2023 Sponsor & Exhibitor Invitation does not and shall not be construed as constituting a partnership, or joint venture relationship between or among the parties.

25. PHOTOGRAPH AND VIDEO TAPING. While attending the LIBOR 2023 Education Conference, your picture may be taken or you may be videotaped for informational and/or advertising purposes. Also, your products, product displays, advertisements and/or presentations may be photographed and videotaped. By signing this Application, you consent to the following:

"I consent to have my picture taken and/or video recorded by either video or photography at the Education Conference. I also consent

to have my products, product displays, advertisements, and/or presentations photographed and videotaped. I hereby grant to LIBOR the right to use and publish my likeness, pictures, photograph, products, product displays, advertisements, presentations, and/or video recordings for informational and advertising purposes. I hereby release LIBOR from all claims and liability relating to said photographs and video recordings.

If you do not consent to this paragraph 25, you must notify LIBOR in writing before May 1, 2023. If LIBOR receives such written notice from you, LIBOR will not take photographs or video recordings of you, your products, or advertising.

26. APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York without respect to its choice of laws and/or provisions. Sponsor, Exhibitor, and Advertiser consent to the exclusive jurisdiction and venue of the courts located in Suffolk County, New York.