



# EXHIBITOR CONTRACT

43rd Annual TESOL Convention & Exhibit  
 March 26–28, 2009 Denver, Colorado USA

TEACHERS OF ENGLISH TO SPEAKERS OF OTHER LANGUAGES, INC.

Please return a photocopy of this document along with a 50% deposit to reserve your total booth space. Full payment is due by October 31, 2008. Contracts received after **October 31, 2008** must include full payment.

TESOL accepts American Express, MasterCard, Visa, and checks drawn on U.S. banks and payable in U.S. funds made out to TESOL.

TESOL Exhibits  
 700 South Washington St. Suite 200  
 Alexandria, VA 22314 USA

Or

Fax to (703) 836-7864  
 C/o Janet Kowall

Exhibiting Company

Contact Person

Title

Address (No P.O. Boxes please)

City/State/Province

Zip/Postal Code Country

Phone

Cell

Fax

Contact Email

Company website

## EXHIBIT SPACE

*Each contracted booth receives company contact listing, 40 word business/product listing in the Program Book, standard company contact and product listing on TESOL Virtual Expo, 4 session/registration passes, 4 Exhibit Hall Only passes and 1 Program Book*

Standard 10 x 10 Booth:  \$1695  
 Premium Corner Booth:  \$1895

## Additional Services:

Furniture package:  
 1 6' skirted table, 2 chairs, and wastebasket  \$100  
 Enhanced company/product listing on Virtual Expo  
 Dec. 1, 2008–June 1, 2009  \$200

## Total

## Space Required

Number of 10 x 10 booths requested:

## Booth Location

After a signed contract with 50% deposit is received, you will receive a confirmation with a password and information on how to enter the TESOL Web site Virtual Expo where you will choose your booth space, and enter your company contact information and product description. Early registration booths will be released by earned priority points.

Note: TESOL reserves the right to reject exhibitors that, in the opinion of TESOL, do not serve the TESOL mission statement, are objectionable, or detract from the dignity of the exhibit.

## CREDIT CARD INFORMATION:

Visa  American Express  Mastercard

Card Number

Expiration Date

Name on Card

Amount to Charge

## Agreement

By signing this contract, the Exhibitor hereby agrees to all terms, regulations, and conditions set forth on both sides of the contract.

Signature

Date

*(continued on back)*

## CONTRACT TERMS AND CONDITIONS FOR TESOL 2009 EXHIBIT

THIS CONTRACT is made between Teachers of English to Speakers of Other Languages, Inc. (hereafter, "TESOL") and the Exhibitor that completed the Application on the front side hereof (hereafter, the "Exhibitor") for lease of certain exhibit space, to be assigned by TESOL, during the TESOL 2009 Exhibit at The Colorado Convention Center. (Hereafter, the exposition shall be referred to as the "Exhibit" and the Colorado Convention Center shall be referred to as the "Exhibit Facility.") This contract shall be in effect upon its execution by TESOL. IN CONSIDERATION OF the fees paid by Exhibitor for lease of space and the lease of such space by TESOL, the parties agree to the following terms and conditions of this Contract:

**Contract for Space.** This application for exhibit space and a minimum deposit of 50% of the cost of total constitutes a contract for the right to use the space. The balance is due upon notice of assignment and no later than October 31, 2008. Full payment is required for applications received after October 31, 2008. This contract constitutes rental of booth space ONLY and does not include any carpeting or other furnishings.

**Booth Assignments.** Assignment of space will be made in the order in which contracts are received. No application will be processed without a deposit or taken over the phone using a credit card. If none of the Exhibitor's choices are available, space most similar to 1st choice in location, price, and competitive situation will be assigned. Spaces assigned by contractual agreement cannot be altered once finalized. TESOL has the right, if necessary, to alter space in the Exhibit Facility in such a way that it does not alter the essence or intentions outlined in existing contracts.

**Exhibitor Badges.** The Exhibitor is entitled to four (4) Registration/Session Badges and four (4) Exhibit Only Badges per contracted 10' x 10' booth space. Each registered representative will receive one (1) Program Book. Any additional badges must be purchased at the rate of \$100 per Session Badge and \$25 per Exhibit Only Badge (reserved for booth personnel who work the duration of the event). Exhibit Only Badges may be purchased for guests at the daily rate of \$25.

**Outstanding Balances.** Any Exhibitor showing unpaid balances at the time of application will be denied space until such a time as the amount due has been paid in full.

**Set up of Booth.** Any space not occupied by 8 pm, March 27, 2009, will be forfeited by the contracting Exhibitor and such space may be sold, reassigned, or used by TESOL without refund or rental fees. No Exhibitor will be permitted to erect a display until the space rental is paid in full.

**Dismantling of Booth.** Exhibitors may not pack or move any freight from the Exhibit Facility before the close of the exhibit hours on Saturday, March 28, 2009. Failure to adhere to this rule will jeopardize the Exhibitor's space assignment and the right to exhibit at future TESOL conventions.

**Staffing of Booth.** Exhibits must be open and staffed for business during hours when Exhibit Facility is open to attendees.

### Exhibit Hall Hours.

Thursday, March 26, 2009 8 am-5 pm  
Friday, March 27, 2009 8 am-5 pm  
Saturday, March 28, 2009 8 am-5 pm

**Cancellation/refunds.** All notifications of cancellation must be made to TESOL in writing. For cancellation received prior to January 1, 2009, the booth deposit will be refunded, less a \$100 service fee per booth. No refunds will be given on booth space canceled after January 1, 2009.

**Cancellation by TESOL.** TESOL shall have no liability or obligation to the Exhibitor for any fees paid or for any damages, loss, or injury if the Exhibit space becomes unavailable or its use is diminished by reason of fire, act of God, riot, labor dispute, authority of law, or any other cause beyond the control of TESOL. Should any such event occur, TESOL may, in its sole discretion, refund a portion of the amount paid for the Exhibit space after deducting amounts necessary to cover TESOL's expenses.

### Liability.

(a) The Exhibitor shall be solely responsible to third parties, including invitees and the public, for all claims, liabilities, actions, costs, damages, and expenses arising out of or relating to the Exhibitor's participation in the Exhibit.

(b) The Exhibitor shall indemnify and hold harmless TESOL, and the Colorado Convention Center, their officers, directors, members, agents, employees, and sponsoring organizations, against any and all actions, suits, proceedings, damages, losses, costs, and expenses asserted, brought, or claimed by third parties, arising out of the Exhibitor's participation in the Exhibit. The Exhibitor agrees to pay any and all costs and expenses (including reasonable attorneys' and experts' fees and litigation costs) incurred by TESOL, its officers, directors, members, employees, and agents, in defending or resolving such claims as may be asserted against them.

(c) TESOL shall not be responsible for any bodily injury or other damages or losses suffered by the Exhibitor, its employees, or agents or for loss or damage to property owned, leased, or used by Exhibitor, either while in transit to or from the Exhibit or while in the Exhibit Facility, from any cause whatsoever. Exhibitor agrees to safeguard its own exhibit materials or goods from the time they are placed in the Exhibit Facility until they are removed.

(d) Exhibitor acknowledges that TESOL does not maintain insurance covering the Exhibitor, its agents, or its property, and that it is the sole responsibility of the Exhibitor to obtain liability, business interruption, property damage, and other insurance covering such losses or liability by the Exhibitor.

**Over-the-counter sales.** All Exhibitors engaging in direct sales must contact the Colorado State Tax Commission regarding appropriate forms and procedures.

**Exhibit Facility regulations.** Refer to your Service Kit for more complete Exhibit Facility rules and regulations. It is the responsibility of the Exhibitor to adhere to all regulations set by both TESOL and the Exhibit Facility.

### Special regulations.

(a) Reassignment or subletting of all or any part of booth space is prohibited. Subletting Space: An Exhibitor may not assign, sublet, or apportion all or any part of the space allotted to him/her. Any materials other than those manufactured or distributed by the

Exhibitor in the regular course of business may not be displayed by the Exhibitor or be allowed by the Exhibitor to be displayed by other persons or firms.

(b) Solicitation and distribution of printed advertising must be confined to booth space only. Canvassing is prohibited. Aisles must be kept clear at all times.

(c) Operation of any objectionable sound device will not be allowed.  
(d) Nothing shall be posted on or tacked, nailed, taped, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.

(e) Distribution of helium-filled balloons or adhesive-backed stickers or decals is prohibited.

(f) Food and beverage for distribution must be supplied and prepared by the Colorado Convention Center Food Services Department.

(g) Exhibitor shall not sponsor functions during the Exhibit hours or in conflict with any officially programmed convention event without prior written approval.

(h) All materials used in the Exhibit Facility must be nonflammable or conform to fire regulations of the City of Colorado Convention Center.

**Good Taste.** TESOL reserves the right to reject, control, or remove Exhibitors that, in the opinion of TESOL, do not serve the TESOL mission, are objectionable, or detract from the dignity of the Exhibit.

**Good Neighbor Policy.** Musical instruments, radios, projection machines, record players, VCRs, televisions, noise-creating devices, amplifying systems, or live entertainment shall be operated only at a level which will not interfere with other Exhibitors and MUST conform to the Exhibit Manager's requirements.

**Written Permission.** TESOL must receive, in writing, formal requests for live entertainment. TESOL will review the request and will notify the Exhibitor if the request has been granted. Failure to adhere to this rule will jeopardize space assignment and the right to exhibit at future TESOL conventions.

**Circulation and Solicitation.** Distribution of advertising material and souvenirs must be confined to the Exhibitor's booth. Canvassing or distribution of advertising materials or souvenirs in any location other than the Exhibitor's booth is prohibited.

**NonOfficial Contractors.** Exhibitor shall neither contract for nor use any services of nonofficial contractors in connection with the Exhibit space without prior written approval of TESOL. If Exhibitor wishes to use nonofficial contractor(s), Exhibitor shall make its written request to TESOL to use such contractor(s) at least 60 days prior to the opening date of the Exhibit. Such written request shall include the names of any persons or organizations (other than those designated as official contractors by TESOL) that Exhibitor proposes to use to perform services at the Exhibit. TESOL will promptly notify Exhibitor in writing of its approval or rejection of such selection(s). Nonofficial contractors must abide by all rules of the Exhibit as set forth in this Contract.

**Unions.** Exhibitor shall abide by all agreements made by, between, and among TESOL, the Exhibit Facility, and any unions or other labor groups having jurisdiction at the Exhibit. All work involved with setting up and dismantling exhibits must be performed by authorized personnel.

**Compliance.** Exhibitor agrees to comply with all federal, state, and local laws and ordinances applicable to the Exhibit Facility and also with any additional rules and regulations imposed by TESOL or by the Exhibit Facility.

**Binding Effect.** This Contract as well as the Rules and Regulations shall be binding upon the Exhibitor and TESOL, as well as their officers, directors, employees, agents, successors, and assigns. If the Exhibitor fails to comply with the terms of this Contract or the Rules and Regulations, TESOL shall have full authority to enforce this Contract, and shall have the right to exclude the Exhibitor from the Exhibit, without refund and/or to refuse it admission to future exhibitions.

**Right to Remove the Exhibitor's Property:** TESOL reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor should the TESOL Annual Convention and Exhibit be canceled or relocated or should the Exhibitor violate any of the conditions of this contract. This right may be exercised without prior notice or hearing.

**Patent, Copyright, or Trade Secret:** The Exhibitor agrees to hold the TESOL, their officers, directors, employees, and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from our or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent copyright or trade secret rights or privileges.

**Photography:** Taking pictures, other than by the official photographer, is prohibited during setup, dismantling, and nonshow hours. Cameras will not be allowed on the exhibit floor during these times. Each Exhibitor has control over its space and may want to prevent competitors from gaining access to, photographing, videotaping, or otherwise recording their Exhibit or presentation.

**Music, Photographs, and Other Copyrighted Materials:** Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in exhibit booths or displays. No Exhibitor will be permitted to play, broadcast, or perform music or use any other copyrighted material, such as photographs or other artistic works, without first presenting management with satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. The Exhibitor agrees to hold the TESOL, their officers, directors, employees and agents, harmless from all loss, cost claims, causes or action, obligations, suits, damages, liability expenses, and costs including attorney's fees arising from our or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent copyright or trade secret rights or privileges.

## Agreement

The Exhibitor has read, understood, and agreed to each of the terms and conditions set forth on both sides of this contract.

Signature \_\_\_\_\_