



## 2021 Exhibitor Contract

### Exhibit Hall Hours

<b>Set-up:</b> (pending decorator confirmation)	Thursday, April 22: 1:00 p.m.–7:00 p.m.
<b>Hall Open:</b>	Friday, April 23: 8:00 a.m.–5:00 p.m. Saturday, April 24: 8:00 a.m.–1:00 p.m.
<b>Teardown:</b>	Saturday, April 24: 1:00 p.m.–10:00 p.m.

### Booths

Booths (8'x10') are \$900.00. Each booth is fully carpeted and includes one 6' table and two chairs. Booth registration also includes 4 complimentary badges. Additional badges may be purchased at \$50 each.

### Tabletops

Tabletops are \$500.00 and must be paid in full upon submission of this contract. Each tabletop space includes one 6' table and one chair, and each is fully carpeted. Tabletop registration also includes 2 complimentary badges. Additional badges may be purchased at \$50 each.

### New - Virtual Only Option

Due to the ongoing pandemic situation and knowing that some exhibitors simply won't be able to travel, we are adding a virtual-only option. With this option you will be listed with all other exhibitors in our virtual exhibit hall on our conference app. With this option you will have the same virtual access to our attendees as on-site exhibitors, the ability to set up your profile and to make appointments with attendees who request one. The exact platform/format is tbd.

### Payment

Fees are payable by check, in US funds drawn on a US bank only, by credit card, or by wire transfer. Full payment or a minimum 50% deposit is due with this contract. The remaining balance is due within 30 days of contract submission or by March 5, 2021, whichever is earlier. After March 5, 2021, payment in full is due with submission of the contract.

### Wire Transfer Information:

<b>Swift Code:</b> <b>Bank Routing:</b> <b>Account #:</b> please contact us	<b>Bank:</b> M&T Bank 2310 Delaware Ave Buffalo, NY 14216 716-874-2770	<b>Beneficiary:</b> Northeast Conference on the Teaching of Foreign Languages 2400 Main St., Buffalo, NY 14214 Telephone: 716-777-1798
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## Space Assignment

Exhibit space will be assigned on a first-come/first served basis with preference being given to exhibitors who commit to a sponsorship and register early. Initial placements will be made in February and on an ongoing basis after that, as space permits.

## Contract Terms and Conditions for Exhibits

This contract is made between the Northeast Conference on the Teaching of Foreign Languages (hereafter, "NECTFL") and the company, agency or association completing the contract for exhibit space (hereafter, "the Exhibitor") for lease of certain exhibit space, to be assigned by NECTFL, during the 2021 Northeast Conference. This contract shall be in effect upon its execution by NECTFL.

**Agreement:** Exhibitors and their employees agree to the prices on this contract and agree to abide by the contract terms and conditions below, as well as those in the Exhibitor Service Kit and/or those listed on FreemanOnline. Submission of the online contract form constitutes acceptance of and agreement to all the following terms.

**ELIGIBILITY TO EXHIBIT:** The Northeast Conference on the Teaching of Foreign Languages (NECTFL) is a "trade only" and educational conference. NECTFL reserves the right to cancel or refuse rental of booth or tabletop space by any organization deemed, in the judgment of the Board of Directors, to be incompatible, or that intends to distribute materials to Conference attendees deemed to be incompatible with the mission of NECTFL or NECTFL's obligations as a tax-exempt, 501(c)(3) not-for-profit organization.

**COSTS, PAYMENT SCHEDULE:** Receipt of 50% deposit per booth space or full payment per tabletop is required at time of contract submission. Contract is not valid without payment. Payment for the balance of all booth space is due within 30 days of the contract submission. After March 5, 2021, payment in full must be made with contract submission. Payment must be made in U.S. currency only.

**CONTRACT CANCELLATION:** Upon the submission of the online contract by both parties, it shall be legally binding. A \$250 per booth cancellation service fee will be charged. **No refunds of any kind will be made after February 15, 2021, and requests for refunds prior to that date must be submitted in writing.** If the Exhibitor does not fully perform the provisions of this contract, the Exhibitor shall forfeit the amount paid for space rental, regardless of whether or not the exhibit space is subsequently rented. Additionally, NECTFL is not liable for any payments, or consequential expenses of any type, which may result from NECTFL's cancellation of, or refusal to rent, booth or tabletop space.

**FLOOR PLAN AND DISPLAY CONFIGURATION:** Booths are empty 8' X 10' piped and draped spaces and include one 6' table and two chairs. Tabletops may be located inside or outside of the main hall and come with one 6' draped table and two side chairs. The exhibit hall is carpeted. All booth arrangements shall conform to the space diagram as shown on the floor plan. An Exhibitor may request, but is not guaranteed, alternate configurations.

**LINE OF SIGHT AND OTHER RESTRICTIONS:** All booths and tabletops must be set up so that adjacent booths are clearly visible and **not obstructed** in any way. Regardless of the size or configuration of the booth area, display materials shall be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. For materials and displays, the maximum height of 8' is allowed only in the rear half of the booth space, with a 4' height restriction imposed in the remaining space forward to the aisle, unless prior written

permission is requested of and provided by NECTFL. Approval for the use of all hanging signs and graphics should be requested by the Exhibitor.

**DEMONSTRATION:** As a matter of safety and courtesy to others, Exhibitors must conduct product demonstrations and sales in a manner which assures all Exhibitor personnel and Conference attendees are within the contracted exhibit space and do not encroach on the aisles, passageways, overhead space, or neighboring exhibits. It is the responsibility of each Exhibitor to arrange displays, product presentations, audiovisual presentations, and demonstration areas to ensure compliance with this policy.

**SHOW DECORATOR:** The official show decorator is Freeman. Information for ordering booth furnishings (such as tables, chairs, shelves, etc.) as well as shipping, material handling and other services will be sent via email by the decorator approximately 60 days prior to the show. Exhibitor shall abide by agreements made by, between and among NECTFL, the hotel and any unions or other labor groups having jurisdiction at the facility. Electrical connections must be ordered through the NY Hilton Midtown.

**OFFICIAL PROGRAM GUIDE:** Please be advised that the Northeast Conference is the sole publisher of the Official Program Booklet that is distributed at the Conference. All company listing information is taken directly from the contract that you submit to us when you request your booth space and that information is what we publish it in our Official Program. There is NO FEE for this listing. We ARE NOT affiliated with Construct Data Publishers, FairGuide or ExpoGuide. These companies do not have permission to use the NECTFL name to solicit space in their directories. Do NOT send them payment for any service.

**SECURITY:** NECTFL in its discretion may provide security in exhibit and other conference areas. However, the provision of this service shall not be construed to be an assumption of obligation or duty with respect to the property of Exhibitors, which shall at all times remain in the sole possession and custody of each Exhibitor and shall be the sole responsibility of each Exhibitor. At no time will either NECTFL or its security personnel be responsible for any Exhibitor's property left unattended in the Exhibit Hall. We suggest, as in the past, you remove items of value from your tabletop when the exhibit area is closed.

**TEARDOWN:** Teardown begins at 1:30 p.m. on Saturday, April 24, 2021. All exhibits must remain in place and staffed during the published hours of the Conference, up until that time. Failure to comply may preclude participation in future Conferences.

**SUBLEASE:** The Exhibitor may not sublet, assign, or apportion any part of its allotted space. The space assigned to the Exhibitor by NECTFL is for that Exhibitor's use only.

**LIGHT/SOUND/MUSIC/COPYRIGHT:** All spotlight and floodlight fixtures must be positioned so as not to interfere with other Exhibitors or attendees. In general, the Exhibitor may use sound equipment in booths or on tabletops provided the noise level, in NECTFL's judgment, does not disrupt the activities of neighboring Exhibitors. Speakers and other sound devices should be positioned so as to direct sound into booths or tabletops rather than toward the aisle. Sound and noise must not exceed 85 decibels. Permission to conduct live entertainment in a booth or on a tabletop must be requested from NECTFL at least 60 days prior to the Conference. Exhibitors should be aware that music played in booths or at tabletops, whether live or recorded, may be subject to laws governing copyright. NECTFL assumes no liability for the Exhibitor's violations of copyright laws. The Exhibitor agrees to indemnify,

defend, and hold harmless NECTFL, as well as its agents, servants, and employees, from any and all losses, damages, and claims, including attorney's fees, costs, and expenses, it incurs as a result of the Exhibitor's actual or alleged violations of copyright laws.

**STRUCTURAL INTEGRITY:** All exhibits must be designed and erected in a manner that will withstand normal contact or vibration caused by, *inter alia*, neighboring Exhibitors, hall laborers, or installation/dismantling equipment such as forklifts. Displays must also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. NECTFL assumes no liability for the Exhibitor's failure to comply with this policy, including for losses, damages, and claims resulting from noncompliance with this policy.

**FIRE & SAFETY REGULATIONS:** All local, state, and federal fire and/or safety regulations will be strictly enforced and the Exhibitor assumes all responsibility for compliance with such regulations. All decorations must be flameproof. No combustible materials, merchandise, or signs may be attached to, hung, draped over, or stored in or around booths or tabletops.

**CARE OF PREMISES AND COMPLIANCE WITH FACILITY REGULATIONS:** No part of the exhibit nor signs or other materials may be pasted, nailed, taped or otherwise affixed to walls, doors or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Nothing may be rigged, suspended from or attached to any hotel mechanical system. Damage from failure to observe this notice is payable by the Exhibitor.

**ENVIRONMENTAL RESPONSIBILITY:** Exhibits, by their very nature, create waste. Exhibitors should utilize recycled, renewable, and energy-efficient materials whenever possible, and should recycle excess materials and supplies using methods that result in a minimal impact on the environment.

**MAINTENANCE:** The New York Hilton will sweep and clean halls and aisles only. It will be each Exhibitor's responsibility to clean its own booth or tabletop.

**AMERICAN WITH DISABILITIES ACT (ADA):** All Exhibitors must comply with the American with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice (ADA Information Line: (800) 514-0301) and from the [ADA website](#).

**LIABILITY/INSURANCE:** The Exhibitor assumes all responsibility and liability for losses, damages, and claims of any type arising out of the Exhibitor's activities at the Conference, including for materials or products the Exhibitor distributes to Conference attendees, and will indemnify, defend, and hold harmless NECTFL, as well as its agents, servants, and employees, from any and all such losses, damages, and claims, including attorney's fees, costs, and expenses resulting therefrom. Insurance is the sole responsibility of the Exhibitor.

**FORCE MAJEURE:** NECTFL shall not be financially obligated to the Exhibitor or otherwise liable if the Conference is cancelled or deferred on account of inclement weather, strikes, fires, casualties, war, government regulation, civil disorder, curtailment of transportation facilities, acts of God, or any other cause beyond its control.