

2021 Exhibitor Contract - Virtual

Conference Dates

The conference will be virtual, April 24–May 1 2021.

Booths

Virtual booth - Standard \$600

Virtual booth - Non-profit \$150

Included with registration:

- One exhibitor profile in our conference app.
- Login/registration credentials for previously accepted vendor session presenters.
- One email list of pre-registered conference attendees prior to the conference.
- The option to schedule exhibitor meet-ups during session break times which will be listed in the conference app program. (You supply your own Zoom link or other platform login link). A standard booth comes with up to two meet-ups. Conference sponsors may schedule up to four meet-ups. Exhibitors at the non-profit rate may schedule one meet-up.

Payment

Fees are payable by check, in US funds drawn on a US bank only, by credit card, or by wire transfer. Full payment is due with this contract. If invoiced, payment is due within 30 days of contract submission or by March 26, 2021, whichever is earlier. After March 26 2021, payment in full is due with submission of the contract.

Wire Transfer Information:

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

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 VIRTUAL 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. 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 virtual 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 full payment is required within 30 days of contract submission or by March 26, whichever is earlier. Contract is not valid without payment. After March 26, 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 March 26, 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.

OFFICIAL PROGRAM GUIDE: Please be advised that the Northeast Conference is the sole publisher of the Official Program that is distributed via our app, with an abbreviated version on our website. 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.

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

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.