Exhibitor Contract Terms and Conditions
Last updated on 6 May 2020

THIS CONTRACT is made between TESOL International Association (hereafter, “TESOL”) and the Exhibitor (hereafter, the “Exhibitor”) for lease of certain exhibit space, to be assigned by TESOL, during the 2021 TESOL English Language Expo at the George R. Brown Convention Center (GRB). (Hereafter, the exposition shall be referred to as the “Exhibit,” and the GRB 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 Contract for Exhibit space and a non-refundable 50% deposit of the total cost constitutes a Contract for the right to use the space. The balance is due no later than 31 December 2020. All balance due payments received after this date will be charged the listed rate after 31 December. Full payment is required for Contracts received after 31 December 2020.

Booth Assignments

Assignment of space will be made through the priority point system. After that process is complete, assignment will be based on a first come, first serve basis. No Contract will be processed without a deposit. If none of the Exhibitor’s choices are available, space most similar to the 1st choice in location, price, and competitive situation will be assigned. Cross-aisle booth space will not be allowed on Exhibit floor. Island configurations can be reserved throughout the Exhibit floor upon approval from TESOL (see “Booth Design and Configuration”). Booths assigned by contractual agreement cannot be altered once finalized. TESOL reserves the right, if necessary; to alter the Exhibit hall layout in such a way that it does not alter the essence or intentions outlined in existing Contracts.

Exhibitor Badges

The Exhibitor is eligible to receive two (2) Full Registration badges and four (4) Exhibit Hall Only badges per contracted 10’ x 10’ booth space. Any additional badges must be purchased at the rate of $225 per Full Registration and $85 per Exhibit Hall Only badge, not to exceed five (5) total badges. Exhibit Hall Only badges are intended for booth personnel who work the duration of the event.

Outstanding Balances

Any Exhibitor showing unpaid balances at the time of set-up will be denied space until such time as the amount due has been paid in full.

***VERY IMPORTANT: This Contract constitutes rental of booth space ONLY and does not include carpeting, other furnishings, electricity, internet, or booth cleaning. These are additional costs and it is the responsibility of the exhibitor to arrange any additional amenities directly with the show partner. Their contract terms are separate from TESOL’s and must be reviewed, understood, and complied with.
Set up of Booth

Any space not occupied by 7 pm on Tuesday, 23 March 2021, will be forfeited by Exhibitor, and such space may be sold, reassigned, or used by TESOL without the Exhibitor receiving a refund or rental fees. Exhibitors are not permitted to set up or 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 Friday, 26 March 2021. Any Exhibitor who chooses to dismantle outside of the dedicated teardown times will lose, at a minimum, all accumulated priority points (see “Booth Assignments”).

Booth Design and Configuration

No walls, partitions, decorations, or other obstructions may be erected that in any way interfere with the view of another Exhibitor. Exhibitors who wish to use any non-standard booth equipment, signs, decorations, or arrangements of display materials that in any way conflict with the stated regulations must submit two copies of a detailed sketch or layout (including all dimensions) no later than 15 January 2021 for approval by TESOL’s Exhibits Manager (exhibits@tesol.org).

Standard Exhibit Configurations (10' x 10', 10' x 20', and 10' x 30'): Exhibits must not be higher than 8' in the back and 4' on each side. Display fixtures over 4' high must be confined to the area of the Exhibit booth which is within 5' of the backline. Nothing over 4' high can be within 5' of the aisle line (the front half of the booth). Hanging signs are not allowed above standard Exhibit booths.

Island Exhibit Configurations: Exhibits must not be higher than 16' (subject to ceiling height). Island configurations and multi-story exhibits must be pre-approved by TESOL’s Expo Show Manager and the Exhibit Facility no later than 15 January 2021. Additionally, multi-story exhibits must be approved by stamp or signature of a structural engineer indicating that the structure is properly engineered for the proposed use.

Staffing of Booth

Exhibits must be open and staffed for business during published exhibition hours.

Exhibit Hall Hours

- Wednesday, 24 March 2021, 9:15 am–5:30 pm
- Thursday, 25 March 2021, 8:30 am–5:30 pm
- Friday, 26 March 2021, 8:30 am–3:30 pm

Cancellation/Refunds

All notifications of cancellation must be made to TESOL in writing via email. For cancellations received through 31 December 2020, the 50% booth deposit will be forfeited and any remaining balance will be refunded. No refunds will be given on booth space canceled after 31 December 2020.

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, war, epidemics, pandemics, government regulation, strikes, or any other occurrence or emergency beyond TESOL’s control, making it impossible, illegal or commercially impracticable to perform its obligations under this agreement, whole or in part. 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 Exhibit Facility, 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.

Exhibit Facility Regulations
Refer to the GRB website https://www.grbhouston.com/ 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. An Exhibitor may not assign, sublet, or apportion all or any part of the space contracted 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 Exhibit Facility 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 Exhibit Facility Catering Services.

(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 Houston and GRB.
Good Taste
TESOL reserves the right to reject, control, or remove Exhibitors that, in the opinion of TESOL, do not serve the TESOL Mission Statement, are objectionable, or detract from the dignity of the Exhibit.

Good Neighbor Policy
Musical instruments, CDs or MP3s, projection machines, 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.

Anti-Discrimination Policy
TESOL does not permit job advertisements that refer to the applicants’ age, race, sex, color, national origin (except with reference to visa policies), ethnicity, religion, native language or language background, medical or health condition (including HIV/AIDS status), gender, gender identity, or sexual orientation.

Written Permission
TESOL must receive, in writing, formal requests for live entertainment (exhibits@tesol.org).
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 Exhibitions.

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.

Non-Official Contractors
Exhibitors shall neither contract for nor use any services of non-official contractors in connection with the Exhibit space without prior written approval of TESOL. If Exhibitor wishes to use non-official contractor(s), Exhibitor shall make its written request to TESOL to use such contractor(s) at least 45 days prior to the opening date of the Exhibit (exhibits@tesol.org). 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). Non-official contractors must abide by all rules of the Exhibit as set forth in this Contract. Exhibitors 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 the Exhibitor 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 Exhibition be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor’s Contract. This right may be exercised without prior notice or hearing.

Patent, Copyright, or Trade Secret

The Exhibitor agrees to hold 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 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.

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 to TESOL (exhibits@tesol.org) satisfactory proof that the Exhibitor has, or does not need, a license to use such music or copyrighted material. The Exhibitor agrees to hold 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 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 this Contract.

Company name _________________________

Company representative ___________________________

Signature ______________________________

Date ______________________________