



2024 Exhibitor Contract

EXHIBIT HOURS (Tentative Schedule)

Set up	Thursday, February 29, 2024	12:00 pm - 5:00 pm
Grand Opening of exhibits	Thursday, February 29, 2024	5:30 pm - 7:00 pm
Exhibits open for attendees	Friday, March 1, 2024	8:00 am - 4:45 pm
Exhibits open for attendees	Saturday, March 2, 2024	8:00 am - 4:00 pm
Teardown	Saturday, March 2, 2024	4:00 pm - 7:00 pm

EXHIBITOR SPACE

NOTE: Reserve your space early! We are limited to a maximum of 23 exhibitor spaces in the main exhibit area.

Tabletops are \$700. Each booth includes one 6' table, two chairs, a waste basket, table drape, an identification sign, overnight security, and free WI-FI access in the exhibit area. Registration also includes complimentary badges for 2 company representatives. (Additional badges may be purchased for \$50 each.) An additional table may be added for the discounted rate of \$650. (Please see "additional fees" for shipping and A/V needs listed below.)

Your company name and logo will be included in the online scheduler and in the online PDF program. A clickable logo will appear on the SWCOLT website for one year (Feb. 2024 to Feb. 2025). Also included is a virtual booth (logo, name, 2-minute video link, and a short message) on the SWCOLT/ HALT 2024 webpage.

If desired, a 60-minute session presentation is included.* **Proposals must be submitted prior to October 5, 2023.**

Exhibitor space for non-profit organizations: Contact jraught@swcolt.org for information.

PAYMENT

Fees are payable by check, in US funds drawn on a US bank only, or by credit card. 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 January 1, 2024, whichever is earlier. After January 1, 2024 payment in full is due with submission of the contract. Following the conference, your organization will be invoiced by SWCOLT for all shipping and A/V needs. (See "additional fees" for shipping and A/V needs listed below.)

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

ADDITIONAL FEES

Your organization will be invoiced by SWCOLT for all shipping and A/V fees.

- A per box handling fee of \$5.00+ tax per box will be charged to the exhibitor. The pallet fee will be determined by the hotel based on the size of the pallet.
- All A/V and electrical needs must be ordered in advance. (A price list will be provided at a later date.)
- A convenience fee of 50% will be placed on orders that come in 48 hours before the event.
- A handling fee of 3% will be charged for all payments for shipping and A/V fees made via credit card (PayPal).

CONTRACT TERM AND CONDITIONS FOR EXHIBITS

This contract is made between the Southwest Conference on Language Teaching (hereafter, "SWCOLT") 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 SWCOLT, during the 2024 SWCOLT Conference. This contract shall be in effect upon its execution by SWCOLT.

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 on the A/V and shipping price from the hotel. Submission of the online contract form constitutes acceptance of and agreement to all of the terms and conditions listed below.

*ELIGIBILITY TO EXHIBIT/PRESENT

The Southwest Conference on Language Teaching (SWCOLT) is a "trade only" and educational conference. SWCOLT reserves the right to cancel or refuse rental of booth or table top 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 SWCOLT or SWCOLT's obligations as a tax-exempt, 501(c)(3) not-for-profit organization or that may be deemed by the SWCOLT Board of Directors to be disruptive to the learning environment of the conference.

COST/PAYMENT SCHEDULE

Receipt of 50% deposit per booth space or full payment per table top is required at the time of contract submission. This contract is not valid without payment. **Payment for the balance of all exhibit space is due within 30 days of the contract submission.** After January 1, 2024, payment in full must be made with contract submission. Payment must be made in US currency only.

Costs incurred for shipping and A/V will be sent to exhibitors following the conference. **Payment will be due within 30 days following receipt of the invoice from SWCOLT. Payment may be made by check or credit card/PayPal.**

CONTRACT CANCELLATION

Upon the submission of the online contract by both parties, it shall be legally binding, unless the eligibility to exhibit clause has been invoked by the SWCOLT Board of Directors. A \$250 per exhibit space cancellation fee will be charged. **No refunds of any kind will be made after January 11, 2024, and requests for refunds prior to that date must be submitted in writing sent by email to jraught@swcolt.org.** 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, SWCOLT is not liable for any payments or consequential expenses of any type, which may result from SWCOLT's cancellation of, or refusal to rent, exhibit table or table top space. In the event that the Hilton Waikiki Beach Hotel on Kuhio is not able to accommodate us on-site due to unforeseen events (i.e. natural disasters, pandemic-related issues, etc.), we may convert the conference to virtual.

FLOOR PLAN AND DISPLAY CONFIGURATION

Exhibit spaces are draped 6' tables and two chairs. (If preferred, exhibitors may provide their own table drape.) The exhibit location is carpeted. **Exhibit space will be assigned according to exhibitor/sponsorship level on a first-come/first-served basis with preference being given to exhibitors who commit to a sponsorship, who register early, and who have made payment in full.** Initial placements will be made in January and on an ongoing basis after that, as space permits.

LINE OF SIGHT AND OTHER RESTRICTIONS

All exhibitor displays and tables must be set up so that adjacent tables are clearly visible and **not obstructed** in any way. Regardless of the size or configuration of the exhibit 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 exhibit 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 SWCOLT. 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

SWCOLT is working in conjunction with the Hilton Waikiki Beach Hotel on Kuhio as the responsible party for ordering additional furnishings (such as chairs, etc.) and any special requests, including shipping, material handling, and other services. **Special requests, including A/V and electrical connections, must be sent via email to the SWCOLT Executive Director (jraught@swcolt.org) by January 1, 2024.** The Exhibitor shall abide by agreements made by, between, and among SWCOLT, the hotel, and any unions or other labor groups having jurisdiction at the facility.

All items shipped to the Conference should be labeled with the following information:

Hotel Address: **2500 Kuhio Avenue, Honolulu HI 96815**

Attention: SWCOLT Meeting

Vendor's first and last name and company

Additional fees:

Your organization will be invoiced by SWCOLT for all shipping and A/V fees.

- A per box handling fee of \$5.00+ tax per box will be charged to the exhibitor. The pallet fee will be determined by the hotel based on the size of the pallet.
- All A/V and electrical needs must be ordered in advance. (A price list will be provided at a later date.)
- A convenience fee of 50% will be placed on orders that come in 48 hours before the event.
- A handling fee of 3% will be charged for all payments for shipping and A/V fees made via credit card (PayPal).

OFFICIAL PROGRAM GUIDE

Please be advised that the Southwest Conference on Language Teaching is the sole publisher of the official program guide that is distributed via an online PDF to all Conference attendees. All company listing information is taken directly from the contract that you submit to us when you request your booth space, and that information will be used in our official program. In addition, the company logo in jpeg or png format must be uploaded to the Exhibitor Registration form (Google form). Questions? Contact Susan Dworaczyk, SWCOLT Medial Manager (sdworaczyk@swcolt.org). There is NO ADDITIONAL FEE for this listing.

SECURITY

SWCOLT, at its discretion, may provide security in the exhibit area 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 SWCOLT or its security personnel be responsible for any Exhibitor's property left unattended in the exhibit area. We suggest you remove items of value from your tabletop when the exhibit area is closed. There will be a security officer during the evening checking the conference and exhibit areas.

TEARDOWN

Teardown begins at 4:00 pm on Saturday, March 2, 2024. 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 SWCOLT 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 their exhibit space provided the noise level, in SWCOLT's judgment, does not disrupt the activities of neighboring Exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the individual exhibitor's table area, rather than toward the aisle. Permission to conduct live entertainment in an exhibit space must be requested from SWCOLT at least 60 days prior to the Conference. Exhibitors should be aware that music played in exhibit space, whether live or recorded, may be subject to laws governing copyright. SWCOLT assumes no liability for the Exhibitor's violations of copyright laws. The Exhibitor agrees to indemnify, defend, and hold harmless SWCOLT, 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 vibrations 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 area when freight doors are open. SWCOLT 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 table tops.

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.

MAINTENANCE

It will be the responsibility of each Exhibitor to maintain the cleanliness of its exhibit area.

AMERICANS WITH DISABILITIES ACT (ADA)

All Exhibitors must comply with the Americans 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 SWCOLT, as well as its agents, servants, and employees, from any and all such losses, damages, and claims, including attorney's fees, costs, and expenses therefrom. Insurance is the sole responsibility of the Exhibitor.

EXHIBITOR RESPONSIBILITY CLAUSE

To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **Hilton Waikiki Beach** ("Hotel"), Hotel's owner (**Ocean View Hotel Corporation**) Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **Southwest Conference on Language Teaching** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and **the Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises.** The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance.

FORCE MAJEURE

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