

EXHIBIT SPACE CONTRACT
2017 ACTFL Annual Convention and World Languages Expo
November 17-19, 2017, Nashville, TN

Online: www.actfl.org Fax: (703) 894-2905 Mail: 1001 N. Fairfax Street, Suite 200, Alexandria, VA 22314 Questions: (703) 894-2900 or cbloyer@actfl.org

Exhibitor should complete, sign and forward this contract to ACTFL with a deposit representing 50% of the total cost of contracted exhibit space. The rules and regulations governing use of this exhibit space contract are set forth in the "Contract Terms and Conditions", available online at www.actfl.org. These rules and regulations are incorporated by reference into this contract, and by executing this agreement, the Exhibitor agrees to be bound thereby as if same had been set forth fully herein.

PAYMENT POLICY AND SCHEDULE

Exhibit space and location will be confirmed upon a signed contract and receipt of deposit representing 50% of the total cost of contracted exhibit space. The balance for booth space is due within 30 days after the invoice date or no later than August 1, 2017 whichever occurs first. **ACTFL reserves the right to cancel space not paid in full by August 1, 2017.**
***Mail all checks to ACTFL, Attention Casey Bloyer, 1001 N. Fairfax Street, Suite 200, Alexandria VA 22314**

CANCELLATION POLICY

All cancellations must be received in writing. A \$100 administrative fee will be charged per exhibit space if the exhibit space is cancelled anytime after the contract for space has been received in the ACTFL office. In addition, the following liquidated damages will be charged per exhibit space to any exhibitor that cancels within the following time periods:

Time Period:	Liquidated Damages:
June 1 – July 31	50% of exhibit fees
After August 1	100% of exhibit fees

Failure to cancel in writing, to set up exhibit booth and/or staff exhibit booth will result in no refund and exhibitor will be billed at full space rate. Failure to pay the damages fee will result in loss of priority points and prevent company from participating in future ACTFL Conventions until balance has been paid.

EXHIBITING COMPANY INFORMATION Print in ink or type **First ACTFL Expo - Referral Company Name (if applicable)** _____

Company/Organization Name: _____

As it should appear on the Exhibit Identification Sign and the Convention Program Guide

EXHIBITOR CONTACT INFORMATION (Exhibitor Contact will receive all correspondence relating to the exhibition)

Contact Person: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____

Email: _____ Web Site: _____

Note: ACTFL Convention Services sends out email updates and information for exhibitors throughout the months before the convention. These emails contain pertinent information regarding your exhibit (deadlines, Exhibitor Services Manual, etc.); please be sure your SPAM filter is set to allow email communications from cbloyer@actfl.org and convention@actfl.org.

EXHIBIT RATES & PLACEMENT See the Contract Terms and Conditions for complete specifications and details.

<p>BOOTH PRICES \$18.00 per Square Foot</p> <p>10X10 \$1,800 10X20 \$3,600 20X20 Island \$7,200 20X30 Island \$10,800 20X40 Island \$14,400 20X50 Island \$18,000 20X60 Island \$21,600</p>	<p>BOOTH PAYMENT: (applicable to booth purchases only)</p> <p>1st Payment – 50% deposit of booth fee (Due upon receiving Invoice)</p> <p>2nd Payment – outstanding balance due within 60 days after invoiced date or no later than August 1, 2017 whichever occurs first.</p> <p>Payment in full is required for all contracts received after August 1, 2017</p>	<p>CHOICE OF EXHIBIT SPACE Booth Size</p> <table border="1"> <tr> <td>1st Choice</td> <td>Price</td> </tr> <tr> <td>2nd Choice:</td> <td>Price:</td> </tr> <tr> <td>3rd Choice:</td> <td>Price:</td> </tr> </table> <p>SPONSORSHIPS</p> <p><input type="checkbox"/> YES. I'm interested in sponsoring the following:</p>	1 st Choice	Price	2 nd Choice:	Price:	3 rd Choice:	Price:
1 st Choice	Price							
2 nd Choice:	Price:							
3 rd Choice:	Price:							

PAYMENT INFORMATION All payments should be made to ACTFL in U.S. Dollars drawn on a U.S. Bank.

Payment Amount \$ _____ Check # _____ Card #: _____ Exp: ____/____/____
 Visa
 MasterCard Name as it Appears on Card: _____
 AmEx
 P.O. # _____ Authorized Signature: _____

AGREEMENT Exhibitors and their employees agree to the prices on this contract and agree to abide by the Contract Terms and Conditions (available online at www.actfl.org) for the 2017 ACTFL Annual Convention & World Languages Expo, November 17-19, as well as those that appear in the Exhibitor Service Kit and/or those listed on FreemanOnline®. The Exhibitor authorizes ACTFL to reserve exhibit space in the Music City Center for use by the above listed company/organization ONLY. Space reservation will be definite upon receipt of deposit; confirmation definite upon full payment being received.

Authorized Signature _____ Date _____
 ACTFL Show Management Signature _____ Date _____

Official Use Only
Company ID _____
Booth # _____
Size _____

CONTRACT TERMS AND CONDITIONS FOR ACTFL WORLD LANGUAGES EXPO

THIS CONTRACT is made between the American Council on the Teaching of Foreign Languages (hereafter, "ACTFL") and the Exhibitor that completed the contract for exhibit space (hereafter, the "Exhibitor") for lease of certain exhibit space, to be assigned by ACTFL, during the 2017 ACTFL Annual Convention and World Languages Expo. (Hereafter, the exposition shall be referred to as the "Exhibit") This contract shall be in effect upon its execution by ACTFL.

Eligibility to Exhibit — Companies with an intended business interest in reaching World Language Professionals are invited to participate in the American Council on the Teaching of Foreign Languages (ACTFL) Annual Convention and World Languages Expo, a "trade-only" exposition and educational conference.

Cost, Payment Schedule — Receipt of 50% deposit per booth space or full payment per tabletop display package is required at time of contract submission. Contract is not valid without payment. Payment for the balance of booth space is due within 30 days after the invoice date or no later than August 1, 2017 whichever occurs first. Payment in full is required for all contracts received after August 1, 2017.

Acceptable forms of payment — Payments must be submitted in U.S. currency only. ACTFL will charge a service fee to exhibitors using foreign currency.

Outstanding balances — Exhibitors with unpaid balances at the time of application will be denied space until such a time as the amount due has been paid in full.

Cancellation, Refund Policy — A \$100 administrative fee will be charged per 100 sq.ft. of exhibit space if the exhibit space is cancelled anytime after the contract for space has been received in the ACTFL office. In addition, the following liquidated damages will be charged per exhibit space to any exhibitor that cancels within the following time periods:

Time Period:	Liquidated Damages:
June 1 – July 31	50% of exhibit fees
After August 1	100% of exhibit fees

Failure to cancel in writing, to set up the exhibit booth and/or to staff the exhibit booth will result in no refund and exhibitor will be billed at full space rate. Failure to pay the damages fee will result in loss of priority points and prevent company from participating in future ACTFL Conventions until balance has been paid.

Assignments Of Space — Exhibiting companies are awarded points to determine priority level for exhibit space selection. Points are awarded for the following as of Dec. 31, 2016:

Exhibit Points	Convention Advertising Points	Sponsorship Points
(1) Table-Top = 0.5	Up to \$5,000 = 1	Up to \$5,000 = 1
(1) 10' X 10' = 1	\$5,001 – 9,999 = 2	\$5,001 – 9,999 = 2
	\$10,000 – 15,000 = 3	\$10,000 – 15,000 = 3
	\$15,001 – 20,000 = 4	\$15,001 – 20,000 = 4
	\$20,001 – 30,000 = 5	\$20,001 – 30,000 = 5
	\$30,001 and up = 6	\$30,001 and up = 6

Accumulated points are used to determine priority in exhibit space selection. Complimentary exhibit and/or advertising space and/or company's that exhibit as part of a pavilion, organized group or subsidiary do not receive point accumulation. *Exhibiting companies violating terms contained herein, will lose priority points for following years conventions.

Sublease — Subletting, assigning or apportioning any part of the space allotted to anyone other than the exhibitor who has contracted with ACTFL is prohibited without prior written approval from ACTFL.

Security — ACTFL in its discretion may provide security and take steps to safeguard exhibitor's property. However, the provision of this service shall not be construed to be an assumption of obligation or duty with respect to the protection of 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.

Exhibit Requirements & Restrictions — Use of Space- All demonstrations or other sales activities in the Exhibit Hall must be confined to the limits of an exhibitor's contracted exhibit space. The aisles, passageways and overhead spaces remain strictly under control of ACTFL and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of ACTFL. It is the Exhibitors' responsibility to bring a display that fits within the contracted space. Visit www.actfl.org for complete specifications.

Line of Sight Restriction — Regardless of the number of Linear Booths utilized, e.g. 10ft by 20ft (3.05m by 6.10m), 10ft by 30ft (3.05m by 9.14m), 10ft by 40ft (3.05m by 12.19m), etc., display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft (2.44m) is allowed only in the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. (Line-of-Sight exception - Split Island Booth) Note: When three or more Linear Booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

Hanging Signs & Graphics — Whether suspended from above or supported from below, Hanging Signs & Graphics should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed the maximum allowable height for the booth type) and should be set back ten feet (10') from adjacent booths. Special requests must be approved by show management. Approval for the use of all Hanging Signs & Graphics should be received at least 60 days prior to installation.

Structural Integrity — All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers or installation/dismantling equipment such as fork lifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them. ACTFL will be held harmless for displays, fixtures and incidents resulting from non-compliance of this policy.

Fire & Safety Regulations — All local 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 shall be attached to, hung, draped over or stored in or around the exhibit booth(s) or under tabletops.

Demonstrations — As a matter of safety and courtesy to others, exhibitors must conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space or designated exhibitor workshop areas and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibitor to arrange display's, product presentation and demonstration areas to ensure compliance.

Social Functions/Hospitality Suites/Professional Activities — Exhibiting companies will not be permitted to have product promotion, hospitality suites, displays, sessions, demonstrations and/or social functions outside of their contracted exhibit space and/or exhibitor workshop areas. Companies not exhibiting will not be allowed to have product promotion, displays, sessions, demonstrations, social functions and/or hospitality suites. All meeting rooms and suites in the convention hotels will be reserved by ACTFL and ACTFL must be contacted for approval on all suites and functions to be held in a suite.

Sound/Music/Copyright — In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Rule of thumb: Sound and noise should not exceed 85 decibels. Approval for the use of live entertainment must be received from the ACTFL at least 60 days prior to installation.

Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the and non-show 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.

Show Decorator & Unions—Freeman is the official show decorator. Information for ordering furniture, carpeting, A/V, utilities, telecommunications, shipping, material handling and other services will be sent via email by the decorator to exhibitors approximately 60 days prior to installation. Exhibitor shall abide by agreements made by, between, and among ACTFL, the Exhibit Facility, and any unions or other labor groups having jurisdiction at the Exhibit. All work involved in with setting up and dismantling exhibits must be performed by authorized personnel. use of copyrighted composition.

Photography — Taking pictures, other than by the official convention photographer, is prohibited during setup, dismantling.

*****Booth space does not include furniture, and ACTFL requires that all booths be carpeted. You may purchase carpet through Freeman or provide your own carpet as long as it covers 90%+ of your booth space and is approved by ACTFL. If your booth is not carpeted by 5:00 pm on Thursday, November 16, Freeman will carpet your booth and you will be charged.**

Labor & Drayage— Skilled labor to assist exhibitors in erecting/dismantling and/or packing/unpacking exhibits as well as drayage will be handled by Freeman. Forms for these services will be available via FreemanOnline® and included in the Exhibitor Services Manual. ACTFL is not responsible for labor issues, shipping delays or materials shipped via other methods.

Non-Official Contractors — Exhibitor shall neither contract for nor use any services of non-official contractors in connection with the exhibit space without prior approval of ACTFL. If the Exhibitor wishes to use a non-official contractor(s), the Exhibitor must make its written request to ACTFL to use such contractor(s) at least 60 days prior to installation. Such written requests should include the name(s) of any persons or organizations that the Exhibitor proposes to use to perform services at the exhibit. ACTFL will promptly notify the 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.

Distribution of Materials/Canvassing — Canvassing, exhibiting, or distributing advertising or other matter outside the designated exhibit area is prohibited. People who are not exhibitors are prohibited from any detailing, exhibiting, or soliciting within the convention center or convention hotels. No Exhibitor is to distribute samples and printed materials outside of their assigned exhibit space without written approval from ACTFL Show Management. Materials distributed without approval will be confiscated and Exhibitor will be ejected from the Exhibition.

Care of Premises & Compliance/Exhibit Facility Regulations — No part of the exhibit nor signs or other materials may be pasted, nailed 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 Convention Center mechanical system. Damage from failure to observe this notice is payable by the Exhibitor.

Over-The-Counter Sales — Exhibitors should be aware that all sales and services made within the trade show or convention are subject to state sales tax unless the sale or service is specifically exempt. Contact the state's Department of Revenue for more information.

Americans with Disabilities ACT (ADA) — All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA) and are encouraged to be sensitive, 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 at www.usdoj.gov/crt/ada/infoline.htm.

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 ACTFL, and the 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 ACTFL, its officers, directors, members, employees, and agents, in defending or resolving such claims as may be asserted against them.

(c) ACTFL 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 ACTFL 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. If obtained, Exhibitor should furnish proof of such coverage to ACTFL.

(e) Under no circumstances, including but not limited to cancellation of the Exhibit Contract or removal or expulsion from the Exhibit Facility, shall ACTFL be liable for any indirect, special, or consequential damages, including but not limited to lost sales, lost profits, administrative expenses, transportation costs, travel expenses, salaries, or any other expenditures incurred by the Exhibitor as the consequences of its participation in the show. The maximum liability of ACTFL to Exhibitor, regardless of the basis for any claim, shall be the amount paid by Exhibitor to ACTFL for rental of exhibit space.

Forfeiture/Right to Remove Exhibitor's Property — If an Exhibitor does not follow the rules and regulations set by ACTFL, the Exhibitor shall forfeit the amount paid for space rental and contracted space, regardless of whether or not the exhibit space is subsequently leased. ACTFL reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor should the ACTFL Annual Convention and World Languages Expo be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor's agreement. This right may be exercised without prior notice or hearing.

Interpretation & Enforcement — These terms and conditions become part of the contract between the exhibitor and ACTFL, as well as their officers, directors, employees, agents, successors, and assigns. ACTFL has full power of interpretation and enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of ACTFL and all decisions so made shall be binding on all parties affected by them as by the original regulations. In addition to the above terms and conditions, ACTFL reserves the right to cancel or refuse rental of display space without refund and/or to refuse admission to future exhibitions to any person or company whose conduct or display of goods is, in the opinion of ACTFL, incompatible with the general character and objectives of the exposition.

Force Majeure — ACTFL shall not be financially obligated or otherwise committed if the convention is cancelled or deferred on account of strikes, fires, casualties, war, government regulation, civil disorder, curtailment of transportation facilities, acts of God, or causes beyond its control.

Controlling Law & Forum Selection — The Exhibit Contract, including these Terms and Conditions, shall be governed by and construed according to, the laws of the Commonwealth of Virginia without regard to conflict of laws principles. For any legal action, the exclusive jurisdiction and venue shall be the applicable federal or state court for Alexandria, Virginia, and Exhibitor agrees to submit to the jurisdiction of the same.