

# Contract Terms and Conditions

For the purpose of this contract, "Council" shall refer to Council on Education in Management, and "Exhibit Facility" shall refer to the host hotel.

## PAYMENT

Exhibitor agrees to abide by the Contract Terms and Conditions. Exhibitor understands that this is not a binding contract until officially accepted by Council. This contract is 100% nonrefundable and payment is due at the time the Exhibitor delivers the contract to Council. Exhibitors will be assigned space in the order in which Council receives contracts.

Council will assign what it considers the best space available upon confirmation from the Exhibitor. If payment in full is not received on time, Council reserves the right to withdraw the contract and reassign booth space. Make all checks payable to Council on Education in Management.

## ELIGIBILITY

Council shall have the sole right to determine the eligibility of exhibits, including, but not limited to companies, products, systems, services, booth graphics, printed matter distributed at the conference, souvenirs and giveaways, costumes and booth personnel attire, and all other exposition features and activities.

## PROMOTIONAL MATERIAL

Sample articles, premiums, novelties, publications, souvenirs, and printed educational and promotional materials may be distributed from the confines of the Exhibitor's booth only, unless permission from Council staff is obtained in advance. All such materials must be made available to all exhibition attendees so long as the materials are offered. Prizes, contests, or drawings are permitted with the permission of Council. Samples of handout materials other than literature pertaining to Exhibitor's products and services must be approved in advance. Council may withdraw permission to distribute any material it considers objectionable. Any food or beverage distribution must be approved in advance.

## CONFLICTING EVENTS

In the interest of the success of the entire conference and exposition, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees or Exhibitors from the conference or exhibit hall during the official posted hours of the conference and exposition.

## CANCELLATION

1. The total booth cost is 100% nonrefundable.
2. Failure to Occupy Space: Space not occupied by 7:00 a.m. on the first show day will be forfeited by the Exhibitor and this space may be resold, reassigned, or used by Council.
3. Council will not be held responsible for shipping charges, construction costs, labor charges, expenses for preparation of exhibits, or any other expenses or indemnity incurred by Exhibitor. Exhibitor shall not be entitled to a refund of the booth rental if the exhibition is cancelled by Council as a result of strike, riot, civil disorder, act of war, act of God or any other reason whatsoever not within the control of Council.

## SHIPPING

The Exhibitor agrees to ship, at its own risk and expense, all articles to be exhibited and agrees to conform to the rules for shipping as contained in the Exhibitor Brochure and/or Service Kit. The Exhibit Facility has no facilities for receiving and storing materials prior to the opening of an exposition. DO NOT ship equipment or displays directly to the exhibit facility or to the hotel in which exhibit personnel are housed. Detailed shipping instructions will be included in the Exhibitor Service Kit, which will be mailed approximately 60 days prior to the exposition.

## ADMISSION

Council shall have sole control over admissions policies at all times. Any person visiting the exhibits is required to wear an appropriate badge while in attendance. All Exhibitor personnel must wear an Exhibitor's badge or appropriate conference registration badge at all times.

## DEFAULT

Any Exhibitor failing to occupy space contracted for but not canceled by 7:00 a.m. on the first show day, is not entitled to any refund. Council shall have the right to use said space to suit its own convenience, including selling the space to another Exhibitor without any refund to the defaulting Exhibitor and without incurring any obligation of any kind to said prospective Exhibitor.

## UTILITIES

All utility requirements needed or anticipated by Exhibitor must be ordered through the Exhibit Facility. Rates will be quoted in the Exhibitor Service Kit.

## INSTALLATION & DISMANTLING

Set up and tear down times will be announced in the Exhibitor Brochure. No exhibit may be erected after the exhibition opens or be dismantled before the official closing time. Dismantling prior to the official closing time will result in a \$500.00 penalty to be paid to Council and may result in an Exhibitor being prohibited from exhibiting at future conferences.

## SECURITY

Security will be provided during non-show hours. Individual companies are responsible for booth security during show hours. However, Council is not responsible for any lost, stolen, or damaged items at any time during the conference.

## FIRE REGULATIONS

All booth decorations and construction must conform to the regulations of the Fire Marshall. Cloth or other flammable materials must be flameproof. Packing containers, excelsior, wrapping, and similar material must be removed from the exhibit area and not stored under tables or behind displays.

## PROTECTION OF PROPERTY

Nothing shall be pasted, tacked, nailed, screwed, or otherwise affixed to columns, walls, floors, or other parts of the building or furniture. Gasoline driven vehicles must be drained of gasoline prior to moving into the premises. A drip pan must be placed under each vehicle. Gasoline driven motors must not be operated in the exhibit area. Batteries must be disconnected and gas caps locked. If the premises are defaced or damaged by either an intentional act or an act of negligence by any Exhibitor, its agents, guests, or contractors the Exhibitor will pay for any and all expenses incurred by damages to physical property, including that caused by the Exhibitor, its agents, guests, or contractors, not limited to riggers, haulers or other contractors engaged for the purpose of moving exhibits and equipment into and out of the building.

## LIABILITY

Exhibitor agrees to protect, save, and keep Council and the Exhibit Facility forever harmless for any damages or charges imposed for violation of any law or ordinance, whether occasioned by the intentional acts or negligence of Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the applicable terms contained in the agreement between Council and the Exhibit Facility regarding the exhibition premises; and further, Exhibitor shall at all times protect, indemnify, save, and keep harmless Council and the Exhibit Facility against and from any and all loss, cost, damage, liability, injury or expense (including attorney's fees) arising from or out of by reason of any accident, intentional act, or other occurrence to anyone, including the Exhibitor, its agents, employees and business invitees, which arise from or by reason of said Exhibitor's occupancy and use of the exhibition premises or part thereof. The Exhibitor understands that neither Council nor the Exhibit Facility maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain coverage at their expense against personal injury, property damage, fire, and theft in such an amount as the Exhibit Facility requires.

## INTERPRETATION

These terms become a part of the contract between Exhibitor and Council. Exhibitors or their representatives who fail to observe the conditions of the contract or who, in the opinion of Council, conduct themselves unethically may be dismissed from the exhibition without refund.

## GENERAL

All matters and questions not covered by the Contract Terms and Conditions are subject to the discretion of Council.

Company Name (This is how your company name will appear on all marketing materials. Please do not write in ALL CAPS unless it is part of your legal name.)

Contact Person		Job Title
Phone	Fax	Email Address
Address		
City	State	Zip

**SPONSOR PACKAGES (Includes 10 x 10 Booth)**

- Cocktail Sponsor (Opening Night) .....\$ 8,000  
 \_\_\_ additional passes @ \$350 each (5 included free) ....\$ \_\_\_\_\_
- Executive Speaking Sponsor.....\$ 6,000  
 \_\_\_ additional passes @ \$350 each (4 included free) ....\$ \_\_\_\_\_
- Refreshment Break Sponsor (Exclusive Day 1 and 2) .....\$ 15,000  
 \_\_\_ additional passes @ \$350 each (8 included free) ....\$ \_\_\_\_\_
- Refreshment Break Sponsor (Day 1 Morning) .....\$ 3,000  
 \_\_\_ additional passes @ \$500 each (3 included free) ....\$ \_\_\_\_\_
- Refreshment Break Sponsor (Day 1 Afternoon).....\$ 8,000  
 \_\_\_ additional passes @ \$500 each (3 included free) ....\$ \_\_\_\_\_
- Refreshment Break Sponsor (Day 2 Morning) .....\$ 5,000  
 \_\_\_ additional passes @ \$500 each (3 included free) ....\$ \_\_\_\_\_
- Refreshment Break Sponsor (Day 2 Afternoon).....\$ 7,000  
 \_\_\_ additional passes @ \$500 each (3 included free) ....\$ \_\_\_\_\_
- Conference Onsite Directory Sponsor.....\$ 8,000  
 \_\_\_ additional passes @ \$350 each (3 included free) ....\$ \_\_\_\_\_
- Registration Bag Sponsor.....\$ 7,000  
 \_\_\_ additional passes @ \$350 each (4 included free) ....\$ \_\_\_\_\_
- Lanyard Sponsor .....\$ 5,000  
 \_\_\_ additional passes @ \$350 each (4 included free) ....\$ \_\_\_\_\_
- Chair Cover Sponsor .....\$ 7,000  
 \_\_\_ additional passes @ \$400 each (3 included free) ....\$ \_\_\_\_\_
- Conference Pens Sponsor .....\$ 4,000  
 \_\_\_ additional passes @ \$400 each (3 included free) ....\$ \_\_\_\_\_
- Badge Sponsor .....\$ 5,000  
 \_\_\_ additional passes @ \$500 each (2 included free) ....\$ \_\_\_\_\_
- Conference Notepads Sponsor.....\$ 5,500  
 \_\_\_ additional passes @ \$500 each (2 included free) ....\$ \_\_\_\_\_
- Conference Manual Sponsor.....\$ 5,000  
 \_\_\_ additional passes @ \$500 each (2 included free) ....\$ \_\_\_\_\_

**ADDITIONAL ADVERTISING OPTIONS** (Vendor must provide materials prior to deadline. Exhibition not required; however, passes are not included unless you are exhibiting.)

- ½ page inside front cover Onsite Guide .....\$ 500
- Full page inside front cover Onsite Guide .....\$ 1,000
- Logo on front cover Onsite Guide.....\$ 1,500
- ½ page back inside cover Onsite Guide.....\$ 500
- Full page back inside cover Onsite Guide .....\$ 1,000
- Full page back outside cover Onsite Guide.....\$ 2,000
- Registration bag insert.....\$ 500
- Banner ad on event Web site – 1 month .....\$ 300
- Banner ad on event Web site – 1 year .....\$ 3,000

**EXHIBITOR ONLY PACKAGES** (All table tops come with two free passes for your staff. Additional passes are \$500 per pass.)

- Table Top (On or before July 1, 2010) .....\$ 1,900
- Table Top (After July 1, 2010).....\$ 2,400

All exhibit spaces include:

- Exhibitor listed in the Hawaii Workers' Comp Conference brochure (if contract signed prior to brochure printing date)
- Exhibitor logo, profile and link to your website on [www.hiwc-conf.com](http://www.hiwc-conf.com)
- Exhibitor may provide Hawaii Workers' Comp Conference with names/addresses of clients or prospects to be invited on the Exhibitor's behalf to attend this event with a 10% discount
- Mention in the onsite directory/guide (usually includes logo, contact details and company profile)
- Table top exhibit space
- One contemporary side chair

Sponsor Package Total .....	\$ _____
Exhibitor Only Package Total .....	\$ _____
Additional Advertising Options Total .....	\$ _____
Additional Pass Total.....	\$ _____
# _____ Additional Passes @ \$500 each (2 included free) (must complete badge form)	

**GRAND TOTAL .....** \$ \_\_\_\_\_

**Contract MUST be signed and dated to reserve your space.**

**Terms, Conditions, and Payment**

- I agree to be bound by the Contract Terms and Conditions, which are a part of this contract.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Payment**

- I want to pay by credit card:
  - Visa       MasterCard       Discover       AMEX
 Card No. \_\_\_\_\_  
 Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_

*A paid invoice will be sent to you when the credit card charge has been accepted.*

- I will mail a check to: Council on Education - HIWC  
 (attach a copy of the P.O. Box 340023  
approved contract) Boston, MA 02241-0423

*An invoice will be emailed to you within one week of receipt of contract. The invoice is payable on receipt.*

**TABLE TOP PREFERENCES** \_\_\_\_\_

Accepted by CEM \_\_\_\_\_ Date \_\_\_\_\_

**March 24-25, 2011**  
**Honolulu, Hawaii**

**Sponsor/Exhibitor Name** \_\_\_\_\_ **Booth #** \_\_\_\_\_

**Onsite - Attendee Registration & Badge Form – Page 1**

All exhibitors receive 2 complimentary passes (good for expo hall, all sessions, food, drinks and all networking events), additional passes are \$500.00 per pass up to 5 passes. Please fill out and email to [lhanson@counciloned.com](mailto:lhanson@counciloned.com) or fax to 704.561.0262 as soon as possible to ensure your staff has badges and materials waiting for them at registration. **To complete this form electronically, press F11 to move through the fields. If you fill it out manually, please print legibly without using all caps.**

**Attendee #1** -  Free Pass

**SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**Attendee #2** -  Free Pass

**SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**Attendee #3** -  Additional Pass #1 @ \$500.00

**SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

**Payment - Credit Card information** (please fill in once you want all your extra passes on the same card)

I want to pay by credit card:  Visa  MasterCard  Discover  AMEX

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_

Print or Type Authorized Signature \_\_\_\_\_

Signed \_\_\_\_\_

March 24-25, 2011  
Honolulu, Hawaii

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Sponsor/Exhibitor Name \_\_\_\_\_ Booth # \_\_\_\_\_

**Onsite - Attendee Registration & Badge Form – Page 2**

**Attendee #4** -  Additional Pass #2 @ \$500.00 **SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Payment - Credit Card information** (please fill in once it you want all your extra passes on the same card)

I want to pay by credit card:  Visa  MasterCard  Discover  AMEX

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_

Print or Type Authorized Signature \_\_\_\_\_

Signed \_\_\_\_\_

**Attendee #5** -  Additional Pass #3 @ \$500.00 **SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Payment - Credit Card information** (please fill in once it you want all your extra passes on the same card)

I want to pay by credit card:  Visa  MasterCard  Discover  AMEX

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_

Print or Type Authorized Signature \_\_\_\_\_

Signed \_\_\_\_\_

March 24-25, 2011  
Honolulu, Hawaii

Sponsor/Exhibitor Name \_\_\_\_\_ Booth # \_\_\_\_\_

**Onsite - Attendee Registration & Badge Form – Page 3**

**Attendee #6** -  Additional Pass #4 @ \$500.00

**SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Payment - Credit Card information** (please fill in once it you want all your extra passes on the same card)

I want to pay by credit card:  Visa  MasterCard  Discover  AMEX

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_

Print or Type Authorized Signature \_\_\_\_\_

Signed \_\_\_\_\_

**Attendee #7** -  Additional Pass #5 @ \$500.00

**SAP Code** \_\_\_\_\_ (office use only)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Payment - Credit Card information** (please fill in once it you want all your extra passes on the same card)

I want to pay by credit card:  Visa  MasterCard  Discover  AMEX

Card No. \_\_\_\_\_

Exp. Date \_\_\_\_\_ Security (CVV) Code \_\_\_\_\_

Print or Type Authorized Signature \_\_\_\_\_

Signed \_\_\_\_\_