

## EXHIBITOR TERMS & CONDITIONS

1. Contract for Space. This Application and Contract for Exhibit Space, the formal notice of space assignment by McRae Conferences & Trade Shows ("Exhibit Manager"), these Rules and Regulations, and the rules and regulations set forth in the Exhibitor's Manual, as amended from time to time, a copy of which is located at [www.mcraemeetings.com](http://www.mcraemeetings.com), constitute a Contract ("Contract") between the Exhibitor shown on the front of this Application and Contract ("Exhibitor") and the Georgia Educational Technology Consortium, Inc. ("Consortium") (collectively the "Contracting Parties") under which Exhibitor shall exhibit at the 2017 Georgia Educational Technology Conference ("Conference"). "Show" shall refer herein to the component of the Conference that includes the activities of exhibitors inside the Conference exhibit Facility.

2. Agent. Consortium's agent for purposes of the Contract shall be Exhibit Manager. Exhibitor agrees that Exhibit Manager shall have full and final authority over Exhibitor in all matters of interpretation and enforcement of the terms and conditions of the Contract and shall have the authority to terminate this Contract, consistent with its terms and conditions.

3. Protected Parties. "Protected Parties" shall refer collectively herein to Consortium and the Exhibit Manager.

4. City of College Park and Convention Center. Exhibitor agrees to comply with the rules and regulations of the Georgia International Convention Center in College Park, Georgia ("Facility"). All rights and privileges granted to Exhibitor under this Contract and any subsequent amendments hereto shall be subject to and subordinate to the terms and conditions of any and all lease agreements between Consortium and the City of College Park, Georgia ("City").

5. Official General Service Contractor. Consortium has an exclusive contract for exhibit hall decorations, drayage, and labor. The contractor shall have the exclusive right to supply on a rental basis all equipment, furniture, carpeting, decorating materials, drayage, and non-technical manpower to Exhibitor.

6. Booth Assignment. Exhibit Manager shall have sole discretion in assigning and reassigning the location of booths. All official and advertised floor plans notwithstanding, Exhibit Manager may change the location of any exhibit at any time up to the time that Exhibitor begins setup. Exhibitor shall not reassign, sublease, or share assigned exhibit space with any person, firm, or other entity, nor shall Exhibitor allow any person, firm, or entity to solicit business in any form in Exhibitor's assigned space, without prior notification to, and approval by, Exhibit Manager.

7. Exhibits. Exhibits shall be designed and constructed in accordance with industry standards, including without limitation the latest edition of Guidelines for Display Rules & Regulations, published by the International Association of Exhibitions and Events. In the event of any conflict between such Guidelines and these Rules and Regulations, these Rules and Regulations shall control.

Exhibits shall not project beyond Exhibitor's allotted space. Exhibits shall not obstruct the view of, or interfere with traffic to, the exhibits of others and shall be protected by safety guards and devices where necessary to prevent injury to spectators.

Exhibitor hereby represents and warrants to the Protected Parties that it has taken or shall take all steps reasonably

necessary to insure the sound engineering, design, construction, and safety of the exhibit.

8. Exhibitor's Presentation and Conduct. All content presented, demonstrated, exhibited, performed, distributed, or displayed by Exhibitor shall be subject to Exhibit Manager's approval. Any content that, in the sole discretion of Exhibit Manager, is in any way unacceptable or unsuited to the Conference may be rejected. Exhibitor-hosted meetings, functions or receptions may not conflict with any Conference sessions, Conference events or exhibit hall hours. Exhibit Manager shall have sole discretion in determining whether Exhibitor's demeanor is inappropriate or disruptive.

9. Sound. Exhibit Manager shall have sole discretion in determining whether Exhibitor's sound interferes in any way with other exhibitors and whether it shall be discontinued or modified. Any projection of sound beyond the confines of the exhibit booth shall be prohibited.

10. Intellectual Property. *GaETC, Georgia Educational Technology Conference, Georgia Educational Technology Consortium*, the GaETC Conference logo, and the GaETC Consortium logo (collectively referred to herein as "the Consortium Marks") are trademarks owned by Consortium. Exhibitor may not use the Consortium Marks in any manner whatsoever unless pursuant to a license or sponsor agreement with Consortium specifically granting use of the Consortium Marks. This Application & Contract for Exhibit Space at the Conference is not a license or sponsor agreement. Exhibitors who wish to enter into license or sponsor agreements with Consortium should contact Exhibit Manager.

11. Unoccupied Space and/or Failure to Appear. In the event that Exhibitor's rented space is unoccupied two hours prior to opening of the Show, Exhibitor shall be considered to have defaulted under this Contract.

12. Early Tear-Down or Dismantling. Exhibitor shall not tear down, dismantle, or abandon its exhibit prior to the published close of show. In the event of early tear-down, dismantlement, or abandonment, Exhibitor agrees to pay Consortium, in addition to its Rental Fee, damages in the amount of \$250.

13. Licenses and Permits. Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to its activities under the Contract. Exhibitor shall be responsible for obtaining tax identification numbers and for paying all taxes, license fees, or other charges that become due to any governmental authority in connection with its activities under the Contract.

14. Ordinances. Exhibitor, at its expense, shall comply with all applicable city, county, state, and federal fire, safety, and health ordinances regarding the installation and operation of equipment.

15. Insurance and Hold Harmless Agreements: General liability insurance in the amount of \$1,000,000 per occurrence must be obtained by EXHIBITORS at their own expense, showing McRae Conferences & Trade Shows and GaETC as additional insured. Proof of insurance must be submitted to McRae 60 days prior to the first day of move-in for the event.

16. Termination. In the event that the Contract is terminated for any reason, Exhibit Manager may order

Exhibitor and its exhibit to be barred or removed from the exhibit hall and may re-rent Exhibitor's space to another exhibitor.

17. Termination by Consortium with Cause. In the event that Exhibitor defaults on any of the terms and conditions of the Contract, including failure to abide by the Rules and Regulations described herein, Exhibit Manager may, in its sole discretion, provide Exhibitor with a specific time period within which to cure the default. In the event that Exhibitor fails to cure such default within said specific time period, or if Exhibit Manager elects not to permit Exhibitor a specific time period within which to cure the default, Exhibit Manager may declare this Contract to be terminated and Consortium shall have all such rights and remedies against Exhibitor as may be provided Consortium in the Contract and by law.

18. Termination without Cause. Either Party may terminate this Contract without cause by providing written notice to the other party. In the event that Exhibitor so terminates prior to August 1, 2017, Consortium shall refund 50 percent of the Rental Fee, or, if Exhibitor so terminates on or after this date, Consortium shall not be obligated to make any refund whatsoever. In the event that Consortium terminates at any time without cause, then Consortium shall refund Exhibitor's entire Rental Fee, and Exhibitor shall have no right or remedy or damages against the Protected Parties.

19. Force Majeure. If, for any reason beyond the reasonable control of Consortium, Consortium is unable to fulfill its obligations under the Contract, then either Party may terminate this Contract by providing notice to the other Party. In the event of such termination, Exhibitor shall owe Consortium the amount required to compensate Consortium for its expenses up to the time of termination plus a pro rata share of the Rental Fee proportional to the time that the rented space was available for occupancy. Any amount already collected by Consortium that exceeds the amount owed to Consortium shall be refunded to Exhibitor. Events beyond Consortium's reasonable control include, without limitation, acts of God, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel, Facility non-availability, damage to the Facility, non-availability of commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, curtailment of transportation, and disruption of electrical power.

20. Indemnification, Assumption, Release. To the fullest extent permitted by law, Exhibitor shall indemnify, defend, and hold harmless the Protected Parties and City against all claims, actions, demands, or liability of any kind and nature, including without limitation judgments, interest, reasonable attorney's fees, expert witness fees, and all other related costs and charges arising out of Exhibitor's activities related to the show or any breach of the Contract, including the Exhibitor's Manual, and claims of property or personal injury caused by or attributed in part or in whole to any of its directors, officers, employees, agents, representatives or contractors.

To the fullest extent permitted by law, Exhibitor assumes the entire responsibility and liability for all damages or losses to the Protected Parties, City, Facility and/or any persons or property that occur as a result of the negligence or any actions of Exhibitor or Exhibitor's officers, employees, agents, representatives, invitees, and guests for the duration of the show.

Exhibitor agrees that, to the fullest extent permitted by law, Protected Parties, City and their respective owners, directors,

officers, employees, agents, and representatives will not be held liable for any loss or damage to any exhibits, materials, goods, or wares belonging to Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of Exhibitor or Exhibitor's officers, employees, agents, representatives, invitees, and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other causes.

In no event shall the Protected Parties and City be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

21. Litigation. In the event that any litigation arises out of the Contract, between Exhibitor and a Protected Party, and in the further event that the Protected Party prevails, then Exhibitor shall pay all costs and reasonable attorney fees incurred at both trial and appellate levels, to the prevailing Parties.

22. Liquidated Damages. To the extent that the Contract provides for damages as set forth in paragraphs 11, 17 and 18, the Parties agree that such damages are difficult or impossible to accurately estimate, and the Parties intend for such damages to provide for liquidated damages rather than a penalty, and that the amounts stipulated are a reasonable pre-estimate of the probable loss.

23. Authority to Sign. Each Party represents and warrants to the other Party that it has the right, power, and legal authority to enter into and fully perform the Contract in accordance with its terms and that the Contract when executed and delivered by the Parties will be a legal, valid, and binding obligation enforceable against the Parties in accordance with its terms.

24. Miscellaneous. The Contract is governed by the laws of the State of Georgia. The agreements, representations, warranties, and covenants contained herein shall survive the execution and delivery of the Contract. If any provision of the Contract shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law. The Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements with respect to the subject matter hereof. The Contract may not be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement is sought. No part of the Contract shall be interpreted against any Party hereto because any Party has drafted all or part of the Contract. Any liability of the Exhibitor shall survive termination of the Contract.