

## TERMS AND CONDITIONS – 2026 GEORGIA EDUCATIONAL TECHNOLOGY CONFERENCE

- 1. Defined Terms:** The term “Exhibition” refers to the trade show component of the Georgia Educational Technology Conference® (GaETC) currently scheduled to be held in College Park, Georgia on November 4-5, 2026 at the Georgia International Convention Center (Facility). The Exhibition is sponsored by the GaETC Consortium, Inc (Consortium) its officers, directors, agents, affiliates, representatives, employees, or assigns. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for exhibit space rental and agreed to enter this Contract.
- 2. Agent.** Consortium’s agent for purposes on the Contract shall be McRae Conferences & Trade Shows (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 the Contract, consistent with these Terms and Conditions.
- 3. Protected Parties.** “Protected Parties” shall refer collectively herein to Consortium, Exhibit Manager, and their officers, directors, agents, and employees.
- 4. Contract Acceptance:** This Contract shall become effective when it has been submitted by the exhibiting company and accepted by GaETC. 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 these Terms and conditions 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 and Conditions.
- 5. Facility.** Exhibitor agrees to comply with the rules and regulations of the Georgia International Convention Center, 2000 Convention Center Concourse, College Park, GA 30337. (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 all lease agreements between Consortium and the City of College Park, Georgia (“City”).
- 6. Official General Service Contractor:** Consortium has contracted with AGS EXPO, official contractors to provide both exclusive and non-exclusive services at GaETC. While exhibitors may utilize exhibitor-appointed contractors (EAC) for non-exclusive services at GaETC within certain guidelines, contractors other than official contractors may not solicit exhibitors to provide products or services at GaETC in addition, exclusive services provided by the facility, such as utilities, are the only vendors allowed for that particular service and must be utilized by the exhibitor if needed. A complete listing of official exclusive and non-exclusive contractors and EAC guidelines is provided in the Exhibitor Services Kit.
- 7. Qualification of Exhibitors:** GaETC reserves the right to determine eligibility of exhibitor for inclusion in the Exhibition prior to, or after, execution of the Agreement. Products and services displayed must be industry related; and that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws or regulations. No other products can be displayed. No exhibitor shall display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright, or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons using product or written materials of companies other than the contracted exhibitor are prohibited. GaETC, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibition Rules or do not meet the Exhibition’s objectives.
- 8. Space Assignment and Attendees:** GaETC will attempt to accommodate Exhibitor requests for specific exhibit space, however, no guarantees can be made that the Exhibitor will be assigned the specific exhibit space requested. Exhibitor acknowledges that this Contract is not issued for specific exhibit space, but rather for the right to participate as an Exhibitor at GaETC. GaETC makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees. The method of determining space assignment shall be established by GaETC and may be changed from time to time without notice to exhibitors to accommodate what GaETC perceives as the best interest of the Exhibition. No rights or privileges are created for any exhibitor because of previous space assignments or years of participation in the Exhibition or other exhibitions produced by GaETC.
- 9. Use of Space:** Exhibitor shall not assign, sell its rights, sublet, share, or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs or printed materials from other than its own company in the assigned exhibit space without the written consent of GaETC. Booth Staff Badges provided/associated with the exhibit space may only be used to register staff of the main contracted Exhibitor.

10. **Downsizing by Exhibitor:** An Exhibitor may be required to move to a new location if the Exhibitor requests a downsizing of space. A fee of 50% of the difference between the cost of the original total exhibition fee and the downsized exhibition fee, at the current rate, will be charged on any GaETC approved downsizing on or before August 5, 2026. The fee increases to 100% after August 5, 2026. The applicable downsizing fees shall be in addition to the actual cost of the downsized exhibit space fee.
  
11. **Exhibitor Breach – Non-Payment:** If an Exhibitor fails to make required payments as described in this Contract, or is otherwise in breach of this Contract, GaETC may terminate the Exhibitor's participation in the Exhibition without further notice and without obligation to refund moneys previously paid. To qualify for and retain original reserved rate for exhibit space, full payment for the space must be remitted by posted deadline. If full payment is not received by the deadline, any rate discounts obtained at the time of original booking will become void, the space will be subject to current posted rates, exhibitor will be responsible for the new adjusted total, and full payment must be remitted before space is officially assigned to exhibitor. Until payment is made in full, the space is not secured and GaETC may release the space to make it available to other interested parties who are ready to commit with full payment and retain any payments made to it by Exhibitor. After August 5, 2026, the balance must be paid in full. Exhibitors may not move-in until full payment is received. Any violations may impact Exhibitor's ability to exhibit in future GaETC exhibitions.
  
12. **Cancellation of Participation:** Notice of cancellation of all or a portion of any exhibit space must be submitted in writing (via email) and is subject to Exhibitor's payment of cancellation fees as outlined below:
 

<u>Date Notice of Cancellation is Received by GaETC</u>	<u>Cancellation Fee</u>
Application and Contract Signing – August 5, 2026 .....	50% of total exhibit space fees per each cancelled space.
On or after August 5, 2026 .....	100% of total exhibit space per each cancelled space. Refunds and cancellation fees are based on the total exhibit space. GaETC shall not be liable for interest on refunded amounts.
  
13. **Cancellation of the Exhibition:** If GaETC cancels the Exhibition for any reason including due to circumstances beyond the reasonable control of GaETC (such as Acts of "God," Act of War, governmental emergency, labor strike or unavailability of the exhibit facility), GaETC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
  
14. **Exhibit Space Occupancy:** Any Exhibitor failing to occupy its assigned space two hours prior to the Exhibition's opening, or who leaves his or her space unattended during the Exhibit hours, forfeits their rights to the space. All exhibits must be open for business during the Exhibition hours. Exhibitors may not dismantle their display until the official closing time or until the Exhibition is officially closed by GaETC. In the event of early tear-down, dismantlement, or abandonment, Exhibitor will forfeit booth selection priority.
  
15. **Exhibit Design and Inclusions:** Exhibitor agrees to abide by exhibit display and construction guidelines published by the International Association of Exhibitions and Events (IAEE) included in the Exhibitor Services Kit. Height/Line of Sight: Your display cannot exceed 8' ht. Pop-up must be placed in rear 5' of your booth. Anything placed in the front half of your booth cannot exceed 4' in height. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, cause injury, or disadvantageously affect the display of other Exhibitors.
  
16. **Character of Displays:** Use of Aisles and Common Areas: Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit space. Any permitted food and beverage must be procured through the Exhibition Facility's exclusive vendor. Each Exhibitor agrees to exhibit only products which it represents. All exhibits shall display products or services in a tasteful manner as determined by GaETC in its sole discretion. The aisles, passageways, and overhead space remain strictly under the control of GaETC and no signs, decorations, banners, advertising material or special exhibit will be permitted in the aisles. Booth Staff must remain within the exhibit space occupied by the Exhibitor. All advertising distribution must be made from the Exhibitor's exhibit space. Stickers are prohibited in the exhibit area. (Handouts with gummed backing that adhere, or cause adhesion are considered stickers.) Drones are prohibited inside the GICC. Small unmanned aircraft may not operate over any persons (unprotected people) not directly participating in the operation, not under a covered structure, and not inside a covered stationary vehicle.
  
17. **Exhibitor Activities:** Exhibitor-hosted meetings, functions or receptions may not conflict with any Conference sessions, Conference events or exhibit hall hours. Exhibitors wishing to host social functions including but not limited to hospitality suites, receptions, and customer functions must obtain approval from GaETC to avoid conflict with official conference functions. Contact GaETC at 800-544-2382 or email [connie@mcraemeetings.com](mailto:connie@mcraemeetings.com). If an exhibitor cancels their exhibit space, they will automatically lose the opportunity to use any approved meeting rooms, hotel suites or special function rooms.

18. **Listings and Promotional Materials:** By exhibiting at GaETC, Exhibitors grant GaETC a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact information of Exhibitors in any directory listing the exhibiting companies at the Exhibition and to use such names and logos in promotional materials. GaETC shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. *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 is not a license or sponsor agreement. Exhibitors who wish to enter into license or sponsor agreements with Consortium should contact Exhibit Manager.
19. **Copyrighted Materials:** Exhibitors shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Exhibition unless it has obtained all necessary rights and paid all required royalties, fees, or other payment.
20. **Safety, Fire and Health:** Federal, State and City laws must be strictly observed. A full listing of fire and safety regulations will be found in the Exhibitor Services Kit.
21. **Sound and Lighting:** Exhibit Manager shall have sole discretion in determining whether Exhibitor’s sound or lighting interferes in any way with other exhibitors and whether it shall be discontinued or modified. Any projection of sound or lighting beyond the confines of the exhibit booth shall be prohibited.
22. **Exhibitor Representatives:** Exhibitor reps are limited to its named participants who have been deemed appropriate and representative of the exhibiting company. The purchase of each 10 x 10 foot booth includes six (6) complimentary booth staff passes. Exhibitor or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste. **Children under the age of 18 are not permitted in the exhibit hall including exhibitor staff.**
23. **Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal 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.
24. **Observance of Laws:** Exhibitor shall abide by and observe all Federal, State, and local laws, codes, ordinances, rules, and regulations of Exhibition Facility (including any union labor work rules). Without limiting the forgoing, Exhibitor shall construct and conduct its exhibits to comply with the Americans with Disabilities Act.
25. **Assumption of Risks - General Liability Insurance (mandatory):** Each Exhibitor MUST provide a Certificate of Insurance evidencing Commercial General Liability insurance. Certificates must be sent to, and received by, GaETC by August 1, 2026. Failure to provide a Certificate of Insurance will exclude the exhibiting company from participating at GaETC. Please note that Commercial General Liability Certificates of Insurance must show the following: Combined Single Limit of liability in the amounts of \$1,000,000 per occurrence/\$2,000,000 general aggregate. The certificate holder is GaETC. The Additional Insureds are GaETC and McRae Conferences & Trade Shows with respect to their vicarious liability arising from Exhibitor’s use and occupancy of the premises as required herein. Exhibitor assumes risk associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Exhibition, including, risks of theft, loss, harm or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, Act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage areas), including any subrogation claims by its insurer. The Exhibitor agrees to carry appropriate insurance to cover these risks. Neither GaETC nor McRae Conferences & Trade Shows accepts responsibility, nor is a bailment created, for property delivered by or to the Exhibitor. Neither GaETC nor the Facility, nor any of their respective officers, directors, shareholders, employees, representatives or assigns, shall be liable for, and Exhibitor hereby releases all of them from, any covenants not to sue any of them with respect to, risks, damages and liability described in this paragraph.
26. **Indemnification:** Exhibitor hereby assumes responsibility for and agrees to indemnify, defend and hold harmless Protected Parties, their respective officers, directors, employees, agents, members, agents, successors and assigns (“Indemnitees”) from and against any loss, damage, claim, liability, and expenses (including attorneys’ fees), including personal injury or property damage or loss, arising out of or in connection with the Exhibitor’s participation in GaETC and/or the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents, or contractors except Exhibitor is not responsible to an Indemnitee for the Indemnitee’s gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.

27. **Exhibitor Services Kit:** Approximately 90 days before the Exhibition, a link to the online Exhibitor Services Kit will be sent to the "Administrative Contact" listed on the Contract. The Exhibitor Services Kit will include information integral to Exhibitor's participation at the Exhibition, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules and move-in/move-out schedules and insurance information.
28. **Right to Offset:** GaETC shall have the right to offset the amount of any obligation due and owing to GaETC from the Exhibitor whether under this agreement or any other agreement between GaETC and the Exhibitor. GaETC may cancel this Contract if the Exhibitor is past due on any amounts due to GaETC for any reason.
29. **Consent to Use of Photographic Images:** Registration and attendance at or participation in GaETC meetings, exhibitions and other activities constitutes an agreement by the registrant, Exhibitor or other attendee to GaETC's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.
30. **Americans with Disabilities Act:** Exhibitors shall be responsible for compliance with the Americans with Disabilities Act as it relates to their participation in the Exhibition, their booth, promotional materials and other services and activities conducted by the Exhibitor during the Exhibition.
31. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL PROTECTED PARTIES AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE GaETC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT GaETC'S SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE PROTECTED PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY PROTECTED PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.
32. **Incorporation of Rules and Regulations:** All matters pertaining to the Exhibition not specifically covered by this Contract and the rules and regulations as described in the Exhibitor Services Kit, shall be subject to final determination by GaETC. GaETC may adopt rules or regulations from time to time governing such matters, and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Exhibitor agrees that the rules as so amended from time to time with reasonable notice to the Exhibitor shall apply to and be binding upon Exhibitor; provided, however, that if for any reason GaETC is unable to provide reasonable notice of any such amendment to Exhibitor, or if Exhibitor objects to any such amendment in writing actually delivered to GaETC promptly, and in any case within three business days after being notified of any such amendment, then the amendment shall not apply to Exhibitor until such time as the notice GaETC has provided constitutes reasonable notice, or until Exhibitor and GaETC otherwise agree.
33. **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.