



GISA ANNUAL CONFERENCE EXHIBITOR AGREEMENT

Monday, November 4, 2019

"Host School": Tallulah Falls School, Tallulah Falls, GA

The undersigned ("Exhibitor") in consideration for his/her exhibition at the **2019 GISA Annual Conference (NORTH)** of the Georgia Independent School Association (GISA), hereby agrees as follows:

- 1. Exhibitor Form and Agreement:** The GISA Annual Conference Exhibitor Agreement (hereinafter "Agreement"), the Exhibitor Registration form and the full payment of rental charges together constitute a contract between GISA and the Exhibitor for the right to use the assigned booth space in compliance with these rules and regulations. The following provisions comprise the rules and regulations reference throughout this Agreement.
- 2. Exhibit Space:** Exhibitors are accommodated on a first-come, first-served basis. Exhibit space is assigned at the discretion of the GISA.
- 3. Assignment:** Exhibitor will not assign this Agreement, nor will Exhibitor sublease, license, or share all or part of the exhibit space, without prior written consent of GISA.
- 4. Exhibit Operation:** No material, equipment or apparatus shall be permitted, the presence, appearance or operation of which produces voice, vibration, odor or other irritant, which is objectionable to GISA, the Host School, other exhibitors or visitors. In addition, any material, equipment or apparatus, the presence or operation of which may be a hazard to persons or property shall be removed forthwith. Each booth must be staffed at all times during exhibit hours.
- 5. Transportation and Storage of Exhibits:** The Exhibitor agrees to transport, store and remove their property from GISA / Host School's facilities at Exhibitor's sole risk.
- 6. Cancellation Policy and Registration Fee:** If an Exhibitor cancels a booth space prior to **October 21, 2019**, all fees paid will be returned. **There will be no refunds for cancellations made after October 21, 2019.**
- 7. Damages to Exhibit Space:** Exhibitor assumes full responsibility for any damages to GISA / Host School caused by or resulting from Exhibitor's move-in, move-out or use of GISA / Host School facilities. Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.
- 8. Compliance with Safety Regulations:** The Exhibitor assumes and bears total responsibility for compliance with any and all local, state and federal fire, health and safety laws, ordinances and regulations applicable to the installation, operation and removal of Exhibitor's exhibit. All materials used in the exhibit area must conform to all insurance underwriter's regulations. The Exhibitor will not permit any article to be located in the exhibition premises which will void insurance or increase premiums of insurance policies on the building in which the GISA Annual Conference is held.
- 9. Set-Up and Breakdown of Exhibits:** Exhibitors assume full responsibility for the set-up and break-down of their exhibit space. GISA / Host School are not responsible for any damages to the Exhibitor's property, products or materials due to the set-up or break-down of the Exhibitor's booth. The Exhibitor will not break down his/her display prior to the stated closing time for exhibits on **Monday, November 4, 2019**. All exhibits must be dismantled and crated with move out completed no later than **4:30 pm on Monday, November 4, 2019**. Exhibit or materials remaining in the building after this time will be returned to the Exhibitor at their sole risk and expense.
- 10. Sales:** Sales will be permitted on the exhibit floor. Exhibitors are responsible for any and all permits required by law or local ordinance. The Exhibitor assumes entire responsibility for the collection of any applicable sales taxes on any sales made on the exhibition premises. For applications and information regarding the necessary permits, please contact the Georgia Department of Revenue.
- 11. Hold Harmless and Indemnify:** Exhibitor agrees to hold harmless and indemnify GISA and Host School's employees, agents, officers, directors, members and representatives from any and all claims, losses, expenses and costs for personal injuries or damages or property damage to persons or property, governmental charges or fines and attorney fees arising out of or caused by the Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of GISA or the Host School's employees and agents.

12. **Force Majeure:** GISA and Host School's duties and obligations under this contract shall be suspended when an extraordinary event or circumstance beyond the control of the parties causes GISA or Host School to close. Such events include, but are not limited to, any fire, act of God, war, governmental action, acts or terrorism or riots.
13. **Changes in Date or Non-Occurrence of Exposition:** Exhibitor agrees that GISA and Host School's employees, agents, officers, directors, members and representatives will not be liable for any costs, expenses, loss of profits or any other damages whatsoever, incurred or sustained by the Exhibitor or its agents or assignees in the event that GISA's Annual Conference is not held on the dates contemplated for any reason or for no reason at all.
14. **Exhibitor Admission:** The GISA Annual Conference is not open to the general public. GISA and Host School will have control over all admissions to the Annual Conference. Those permitted to attend will have identification badges. Identification badges will be provided to each Exhibitor. Identification badges shall not be transferable. These badges will permit access to the exhibit areas during the Conference, and during the designated move-in and move-out hours. GISA reserves the right to limit the total number of Exhibitor badges that are included with the cost of each exhibit space.
15. **Defamation:** Exhibits or Exhibitors who defame or disparage the products or integrity of another Exhibitor, or exhibits which disturb or disrupt the exhibits of another in any way, are prohibited. If such occurs at GISA / Host School, the Exhibitor will be asked to stop any unacceptable conduct. GISA will shut down an Exhibit not in compliance with that stated above. No refunds will be granted in the event of dismissal from the Annual Conference.
16. **Insurance Coverage:** Exhibitor acknowledges that GISA does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.
17. **Compliance:** Each Exhibitor and all employees agree to abide by the rules and regulations given herein. Upon non-compliance with the rules formulated, GISA reserves the right to prohibit, reject, or eject an Exhibitor, an Exhibitor's representatives, or an exhibit in whole or part, with or without giving cause. If the Exhibitor is ejected for violation of these rules, or for any other reason, no return of rental money shall be made. If cause is not given GISA liability shall be limited to payments made at the time of the breach as liquidated damages.
18. **Relevant Law:** This Agreement and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of Georgia. This Agreement is subject to all applicable state and federal laws and regulations.
19. **Severability:** If any provision of this Agreement or the Exhibitor Registration form is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
20. **Amendment of Rules:** Any and all matters, or questions, not specifically covered by the preceding rules and regulations shall be subject solely to the discretion of GISA. GISA shall have the power to interpret the preceding rules and regulations and all amendments of the foregoing rules shall bind the exhibitors.
21. **Entire Contract:** This writing contains the entire agreement between GISA and Exhibitor with respect to GISA's Annual Conference and no promises or representations not contained herein have been made by GISA or the Exhibitor or induced GISA or the Exhibitor to enter into this Agreement. Upon its execution, this Agreement shall supersede all prior discussions, understandings and agreements, whether oral or written, and such prior agreements shall thereupon be null and void and without legal effect.

Exhibitor understands that failure to comply with any provision of the Annual Conference Exhibitor Agreement may affect its future conference exhibiting eligibility and priority in addition to any legal liability or obligation that such failure may impose upon the Exhibitor.

Thank you for your participation in the GISA Annual Conference. We welcome your exhibit as a means of educating our members and keeping them informed about products and services beneficial to independent schools.

Company or Organization Name:

Signature of Authorized Representative for Company:
