



2009 EXHIBITOR AGREEMENT
EDUCATIONAL EXCELLENCE EXPO

SOUTHERN ASSOCIATION OF COLLEGES & SCHOOLS
COMMISSIONS ON COLLEGES
DECEMBER 5-8, 2009
ATLANTA MARRIOTT MARQUIS
ATLANTA, GEORGIA

Exhibiting Company:
please print company name as you would like it to appear in all event marketing materials

Contact/Title:

E-mail 1:
please include contact information for ALL company representatives who need to receive important event updates

E-mail 2:

Address:

City/State/Zip:

Phone: Fax:

Web Site:

Operations Contact:

if different from above

E-mail:

Phone: Fax:

Address:

City/State/Zip:

Billing Contact:

E-mail:

Phone: Fax:

Address:

City/State/Zip:

Check Preferred EXHIBIT Package:

- Non-profit 10x10 inline \$1,200
10 x 10 inline \$1,475
10 x 10 corner \$1,675
10 x 20 in-line \$2,950
10 x 20 end cap \$3,350
20 x 20 island \$6,700

Check Preferred AD Package:

- Full Page \$1,000
Half Page \$500
Quarter Page \$250

Booth Location Preference:

1st choice: 2nd choice:
3rd choice: 4th choice:

Each 10 x 10 unit receives the following package:

- Two Badges per 10x10 space - Exhibit Access ONLY
One - 8 ft. draped & skirted table
One - 10 ft. back drape with Two - 3 ft drape side rails
Two Chairs
One - 7 in. x 44 in. Identification Sign
One Wastebasket

Registration Guidelines:

Fax: contract to Christine Fletcher, CEM at: 214.495.9494 or scan and email to: christine@encore-events.com

Email: your 50-word description of goods and services along with your logo in jpg format to: christine@encore-events.com for inclusion in Show Directory by September 30, 2009.

Mail: checks to: Carol Hollins, Dir. of Institutional Support / Commission on Colleges 1866 Southern Lane / Decatur, Georgia 30033-4097. Payable to: SACS-COC

Booth Fees: A non-refundable deposit equal to 50% of total both package is required to reserve Exhibit space. Balance is due on September 30, 2009. Booth space is assigned upon receipt of deposit and contract, based on date of postmark, email date stamp or fax. A \$25 fee will be assessed on all returned checks and denied credit cards.

Cancellation: Cancellation must be submitted in writing and will result in forfeiture of all monies paid. Cancellations after September 30, 2009 will require full payment.

Indicate Payment Type: Check MasterCard Visa

Card Number: Code:
3 digits on back of card

Billing Address Zip: Exp. Date: Amount: \$

Print Cardholder's Name:

Cardholder's Signature:

I authorize the amount specified above to be charged to my credit card for booth space

Commission on Colleges
1866 Southern Lane
Decatur, Georgia 30033-4097
Christine Fletcher, CEM
christine@encore-events.com
214.495.9595 p
214.495.9494 f

By signing this Agreement, I acknowledge that I have read the terms and conditions and agree to be bound by the same.

Authorized Signature: Date:

## EXHIBITOR AGREEMENT TERMS AND CONDITIONS

**ELIGIBILITY TO EXHIBIT:** The Educational Excellence Expo 2009 is an integral part of the technical program of the Commission on Colleges of the Southern Association of Colleges and Schools Annual Meeting. All companies whose products and services directly relate to higher education and the educational entities conducting higher education are eligible to exhibit.

The Commission on Colleges of the Southern Association of Colleges and Schools is the recognized regional accrediting body in the eleven U.S. Southern States (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas and Virginia) and in Latin America for those institutions of higher education that award associate, baccalaureate, masters or doctoral degrees.

**CONTRACT:** This application, when accompanied by the required payment, product description and signature, and accepted by the COC, constitutes a binding contract between the exhibiting company ("Exhibitor") and the Commission on Colleges of the Southern Association of Colleges and Schools ("COC"). Acceptance of application is deemed to occur only upon booth number assignment with confirmation to Exhibitor.

**PAYMENT:** A deposit of at least 50% of the total rental fee must accompany all contracts submitted. The balance will be due by September 30, 2009. If partial payment is made via credit card, please note that the balance due will automatically be deducted from your credit card on September 30, 2009, provided we have not heard from you prior to that date. Full payment of the total rental fee must accompany all applications submitted on or after September 30, 2009. Failure to make required payments may result in rejection of this application or in reassignment or cancellation of assigned exhibit space. A \$25 assessment fee will be applied to all returned checks and denied credit cards.

**EXHIBITOR CANCELLATION:** Exhibitor may not cancel this contract or reduce the amount of assigned exhibit space without written notification to the COC. In the event of cancellation or reduction, Exhibitor shall pay the COC an amount, as liquidated damages, equal to 100 % of the total rental fee. Any balance remaining from the total rental fee that has been paid by Exhibitor less liquidated damages will be refunded to Exhibitor by COC. After September 30, 2009, no cancellation or reduction of assigned exhibit space will be permitted and Exhibitor shall remain liable for the total rental fee stated in this contract.

**ASSIGNMENT OF SPACE:** COC shall have sole discretion in the assignment or reassignment of exhibit space. Exhibitor may not reassign or sublet assigned exhibit space, in whole or in part, without prior written permission of COC.

**USE OF SPACE:** All exhibits must remain within the confines of their own spaces. The aisles, passageways and over space remain strictly under the control of COC and the Exposition facility and no signs, decorations, banners, advertising matter or special exhibits will be permitted therein. Exhibitor's use of exhibit space, including the design and appearance of any exhibit booth, shall comply with all rules and regulations established by COC (in conjunction with the International Association of Exhibitions & Events – IAEE), the Educational Excellence Expo 2009 Exhibitor Prospectus, Exhibitor Service Manual or other written notices provided by COC, all of which is referenced herein. Exhibitor's use of exhibit space also shall comply with all statutes, ordinances, and/or government agency rules and regulations applicable to use of the Atlanta Marriott Marquis ("the Exposition Facility"). COC may terminate Exhibitor's use of exhibit space and eject Exhibitor or reassign Exhibitor's space, if, in its sole discretion, Exhibitor is in violation of any terms or conditions in this contract, or at any time allows or participates in conduct inconsistent with the appropriate purposes or decorum of the Exposition.

**RESTRICTIONS:** No Exhibitor will be permitted to display photographs or play, broadcast or have performed any music or use any other copyrighted materials without first presenting proof satisfactory to COC that the Exhibitor has obtained the necessary licenses and permits, or does not need licenses to use such music, photographs, or copyrighted material.

**CONTRACTORS:** COC will designate one or more official contractors to provide services to all Exhibitors in connection with the Exposition. Independent contractors may only be used if an exception has been granted by COC. Exceptions will be considered only upon the following conditions: (1) a written request from the Exhibitor must be received by the Show Manager on or before September 30, 2009; (2) such request must identify the Exhibitor, the contractor and a description of the work to be done;

(3) certificate of insurance for the contractor in amounts and under such terms deemed satisfactory to COC must be submitted by September 30, 2009; (4) the services of the independent contractor will not interfere with or prejudice the orderly setting up, interim services or dismantling of the Exposition; or (5) the services will not be inconsistent with the terms of the agreement with the lessor of the Exposition space. Contractors which have not received an exception or which have received a preliminary exception but have not supplied certificates of insurance by the specified time will be prohibited from the Exposition space.

**LIMITATION OF LIABILITY:** (a) COC shall not be liable for any loss, claim, or damage to Exhibitor arising in any way from the Exposition facility, shall not be liable to Exhibitor, or any person claiming rights under this contract, for the condition or maintenance of the Exposition facility or for any damage to or loss of Exhibitor's property, or for personal injury to any of Exhibitor's personnel, arising from or attributable to: (1) the condition or maintenance of the Exposition facility; (2) the condition of any equipment or systems within and under the control of the Exposition facility; or (3) negligence on the part of any person involved in the maintenance and/or operation of the Exposition facility. (b) COC shall not be liable to Exhibitor, or any person claiming rights under this contract, for cancellation or termination of the Exposition if, in its sole discretion or in the sole discretion of the Exposition facility, the Exposition facility is, or becomes unfit for conducting the Exposition, or the Exposition cannot or should not be held, or the Exposition would be materially interfered with due to any "act of God" including, but not limited to, weather, fire, war, riot, strike, picketing, or any other cause or circumstance beyond the control of COC. In the event of such cancellation or termination COC shall refund to Exhibitor a pro rata amount of the total rental fee paid by Exhibitor (less all costs incurred by COC arising from or attributable to Exhibitor's use of exhibit space, plus a reasonable reserve for claims) based on Exhibitor's actual use of exhibit space.

**INSURANCE:** Insurance on exhibits is the responsibility of the Exhibitor. COC will not assume responsibility for property loss, damage or personal injury or any other claims related to the Exhibitor space. Exhibitors are advised to carry insurance to cover their property against damage and loss and public liability insurance for claims of injury to the person and property of others.

**INDEMNIFICATION:** Exhibitor shall indemnify and hold harmless COC and the Exposition facility, as well as their respective officers, employees, official contractor and/or agents against all claims, losses, and/or damages (including specifically, all costs of defense and any fines or charges imposed by any court or government agency) arising from or attributable to Exhibitor's use of exhibit space and/or any negligent or willful act or omission or breach of this agreement, including but not limited to Exhibitor's use of unofficial contractors in connection with its use of exhibit space.

**USE OF SACS-COC NAME:** The use or display in any manner or medium of the Commission on Colleges of the Southern Association of Colleges and Schools ("SACS-COC") name, logo, acronym, marks, or copyrighted materials is not permitted. Any reference, implication or use of such SACS-COC name, logo, acronym, marks or copyrighted materials made to claim or imply SACS-COC endorsement, affiliation or approval of any product, service or program without express, prior written consent of SACS-COC is forbidden.

