

SETA Conference Exhibitor / Vendor Attendee Agreement – 2010

SETA San Antonio (TX)
October 3-5, 2009

SETA Minneapolis (MN)
October 28-30, 2010

SETA Portsmouth (VA)
November 7-9, 2010

When checking in for SETA, each exhibitor attendee will be asked to review the policies below & initial this form.

For the purpose of this agreement, "SETA" means SCT Education Technology Association, Inc.; "SGHE" means SunGard Higher Education; and "Exhibitor" means the participating company, its attendees, personnel, representatives, presenters, contractors or agents at the SETA conference(s) marked above.

ELIGIBILITY: SETA has the sole right to determine the eligibility of exhibitors. SETA is an association of users of SGHE products and solutions for education. Therefore, Exhibitor agrees not to market/sell any products that compete directly with SunGard Banner core products at anytime during the conference(s). Failure to comply will result in expulsion from the conference and possibly future SETA conferences without refund of any fees collected.

CANCELLATION POLICY: Written notice of Exhibitor cancellation must be received no later than 30 days prior to the conference(s) marked above. Exhibitor will be held liable for total exhibit fee irrespective of the reason for which SETA was not notified of the cancellation by this deadline. Exhibitor shall not be entitled to a refund of the exhibit fees if SETA must cancel the regional as a result of strike, riot, civil disorder, act of war, act of God or any other reason not within the control of SETA. Any refunds due by SETA will be paid no later than 30 days after the close of the conference.
SPECIAL NOTE: If Exhibitor has received a package rate for attendance at two or more conferences and cancels attendance at a conference, SETA may adjust billing for the Exhibitor at the per conference rate if applicable.

ADMISSION: SETA shall have sole control over admission policies at all times. Exhibitor is required to wear an appropriate badge while in attendance at all conference events. All representatives of Exhibitor must be registered for the conference and wear an appropriate badge at all times. Badges are specific to individuals and are not transferable. Vendor participants are prohibited from attending sessions that cover a product or service for which the vendor is a competitor. SETA asks that exhibitors cooperate with other exhibitors and the Conference Committee by departing from any presentation they are requested to leave.

USE OF MUSIC: Due to ASCAP and BMI regulations, any Exhibitor who uses copyrighted music at any time during this conference may be subject to a music license fee.

COMPLIANCE WITH LAW: Exhibitor agrees to abide by all applicable rules, regulations, ordinances, statutes, and federal/state/local laws that may be applicable, including the rules of the Exhibit Facility and fire and safety regulations.

INSURANCE: During the term of the indicated regional conference – including move-in/move-out and exhibit dates – exhibitor shall obtain and maintain insurance against personal injury, property damage, fire and theft. A certificate of insurance evidencing such coverage will be provided to SETA prior to the start of the conference. The Exhibitor understands that neither SETA nor the Exhibit Facility maintains insurance covering Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain sufficient coverage.

LIABILITY: Exhibitor assumes full responsibility for the acts, errors, omissions and/or conduct of its employees, representatives, contractors and agents. Exhibitor agrees to indemnify, defend, save and hold harmless SETA and the Exhibit Facility (and their officers, directors, employees and agents) from and against any and all claims, losses, damages, injuries (including deaths), fines, penalties, costs and/or expenses of any kind whatsoever arising out of or attributable to Exhibitor's violation of any law, statute, rule, regulation or ordinance; such acts, errors, omissions and/or conduct whether occasioned by the negligence of Exhibitor; and/or Exhibitor's failure to strictly comply with the terms of this contract or any applicable terms in the agreement between SETA and the Exhibit Facility.

INTERPRETATION: Exhibitors or their representatives who fail, in the sole opinion of SETA, to observe the conditions of the contract and/or fail to adhere to ethical and/or business-like codes of conduct may be dismissed from the Regional Conference without refund. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Signature: _____

Date: _____

Name / Title (please print): _____

Company: _____



REMIT FORM TO:

SETA, PO Box 33517, Decatur, GA 30033-0517 (mail)

Or fax to 1-770-465-5553

Questions? 770-465-5522 (office) or 404-754-8153 (cell) or jean@setasource.org