



MUSIC TEACHERS' ASSOCIATION OF CALIFORNIA®

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**2018 MTAC STATE CONVENTION
EXHIBITOR CONTRACT**

Contract and Full Payment required to reserve Exhibitor Booth Space/Showcases with Exhibitor Listing Description.

Section 1: Purpose

This Exhibit Contract ("Contract") is made and entered into by and between the Music Teachers' Association of California® ("MTAC") and the entity or person named below ("Exhibitor"), as of the last date written below, predicated on the following facts: (1) the MTAC will hold the 108th Convention of the Music Teachers' Association of California ("Convention") at the Hyatt Regency, on June 29 – July 3, 2018, and (2) Exhibitor wishes to exhibit its products, equipment, and/or services in a designated room ("Exhibit Hall") at the Convention (the "Exhibition"). The undersigned hereby makes application for Exhibit space as indicated below for use at the Convention.

Section 2: Exhibitor Contract Information

- I am a member of MTAC. Membership Class: _____ If applicable, Branch: _____
- I am not a member of MTAC.

Name of Company _____
 Address _____
 City _____ State _____ Zip _____
 Primary Contact Person _____ Phone _____
 Email _____ Website _____

If you are not reserving an Exhibitor Booth Space, but wish to apply for a Showcase, please skip to Section 7.

Section 3: Exhibitor Booth Space

Standard booth size is 8'D x 10'W with back drapes (8 ft. H) and side drapes (3 ft. H) between booths. Booth and tabletop space will be equipped with 6' skirted table, 2 side chair, waste-basket, 2 Exhibit Badges, and Exhibitor ID sign. Additional Exhibitor Badges may be purchased for \$50 each. Standard booths have location priority over tabletop spaces in the Exhibit Hall.

| | |
|-----------------------------|-----------------------------|
| MTAC Member: | Non-MTAC Member: |
| \$525.00 per booth | \$625.00 per booth |
| \$275.00 per tabletop space | \$350.00 per tabletop space |

MTAC will assign Exhibit spaces at its discretion and without any guarantee that an Exhibitor will be assigned their preference. Booth sharing is not permitted. **Exhibit Showcases are also available, please see Section 7.**

Section 4: Reservations & Program Listing

Reservations are filled in the order that full payment and signed Exhibitor Contract is received. Reservations will not be made until the signed Contract and full payment have been received, no later than **April 15, 2018.**

Exhibitor Listing Description: Please describe briefly (35 words or less) what you will be exhibiting, and what type of products and/or services you will be selling. This description will be included in the Convention Program book, if received by March 31, 2018.

Description: _____

Section 5: Exhibit Hall Schedule

The Exhibit Hall will be open for Exhibitor Access on the below dates and times. Installation and Dismantling is allowed only during the stated times. All Exhibitor personnel must display an Exhibitor Badge during Exhibit Hall hours.

| Date | Exhibitor Hours | Attendee Hours |
|--------------------|--|------------------|
| Thursday, June 28: | 1:00-8:00pm for Move-In & Installation | Not open |
| Friday, June 29: | 8:00am – 6:00pm | 10:00am – 5:00pm |
| Saturday, June 30: | 8:00am – 6:00pm | 9:00am – 5:00pm |
| Sunday, July 1: | 8:00am – 6:00pm | 9:00am – 5:00pm |
| Monday, July 2: | 8:00am – 4:00pm | 9:00am – 3:00pm |
| | 4:00-5:30pm – Move-Out & Dismantling | |

Section 6: Equipment and Services

Additional equipment or services may be ordered through Freeman, such as electrical service, freight and material handling, and booth-cleaning. There is an additional charge for any additional services and equipment. Any extraordinary electrical requirements must be provided at least one month prior to the Convention.

If you are not ordering an Exhibitor Showcase, please skip to Section 8 Order Summary, to complete this Contract.

Section 7: Exhibitor Showcases

Exhibitors have the opportunity to present Showcases to promote their products. Exhibitors may complete sales transactions at the Showcase, but **MUST CONCLUDE WITHIN THE 60-MINUTE TIME ALLOTTED**, so that the next exhibitor can move in. The signed Contract and full payment for Exhibitor Showcases must be received by **April 15, 2018**. Showcase Fees are **\$450.00** for one 60 minute Showcase presentation if an Exhibitor has also made a booth reservation; and **\$1,000.00** for those Exhibitors who do not also have a booth reservation. Exhibitors are strictly prohibited from assigning or sub-leasing their Exhibitor Showcase to any other party. There are only 16 available Exhibitor Showcases available. Reservations will be made in order of Contract and full payment received before the applicable deadline, until all Showcases are filled.

Showcase conducted by (Name): _____ Phone: _____

Showcase Title: _____

Exhibitor Showcase Schedule Assignments: *Please indicate First Choice and Second Choice for dates and times:*

| | | | |
|--------------------|---------|------------------------------|-----------|
| Friday, June 29: | | Afternoon (starts at 1pm) | _____ |
| Saturday, June 30: | Morning | _____ | Afternoon |
| Sunday, July 1: | Morning | _____ | Afternoon |

Showcase conducted by (Name): _____ Phone: _____

Showcase Title: _____

Exhibitor Showcase Schedule Assignments: *Please indicate First Choice and Second Choice for dates and times:*

| | | | |
|--------------------|---------|------------------------------|-----------|
| Friday, June 29: | | Afternoon (starts at 1pm) | _____ |
| Saturday, June 30: | Morning | _____ | Afternoon |
| Sunday, July 1: | Morning | _____ | Afternoon |

Showcase conducted by (Name): _____ Phone: _____

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Showcase conducted by (Name): _____ Phone: _____

Showcase Title: _____

Exhibitor Showcase Schedule Assignments: *Please indicate First Choice and Second Choice for dates and times:*

| | | | |
|--------------------|---------|------------------------------|-----------|
| Friday, June 29: | | Afternoon (starts at 1pm) | _____ |
| Saturday, June 30: | Morning | _____ | Afternoon |
| Sunday, July 1: | Morning | _____ | Afternoon |

MTAC furnishes the following equipment for Showcase use:

- | | | |
|--------------------------------|----------------------------|--------------------|
| 1. One (1) podium microphone | 5. One (1) audio mixer | 9. One (1) table |
| 2. One (1) wireless microphone | 6. One (1) powered speaker | 10. Two (2) chairs |
| 3. One (1) video projector | 7. One (1) CD/DVD player | |
| 4. One (1) big screen | 8. One (1) grand piano | |

MTAC's AV provider will assist hook-up for Power Point Presentations with Exhibitor's lap-top computer: PC Mac
Additional Equipment (for Extra Charge): For additional equipment needs, please directly contact **David Wight** at Show Gear Productions at 800-840-4320 or david@showgear.com.

Section 8: Order Summary

| Type of Exhibit Space and/or Showcase | Number Ordered | Booth or Showcase Fee | Amount Due |
|---------------------------------------|----------------|-----------------------|------------|
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| Order Total: | | | |

Section 9: Payment Method

Payment by Check or Money Order. Please make payable to: Music Teachers' Association of California, Attention: MTAC Exhibits, 833 Market Street, Suite 900, San Francisco, CA 94103.

Payment by Credit Card

Name on Card: _____

Card # _____ Exp. Date _____

Signature: _____ Visa Master Card Discover Security No: _____

You may also fax credit card payments to: (415) 978-9695, or by email at convention@mtac.org

Section 10: Contract and Authorized Signature

Receipt of signed Contract and Full Payment by the applicable deadline is required to confirm all reservations. Please retain a copy of this Exhibitor Contract and return the signed Contract with full payment to: Music Teachers' Association of California, Attention: MTAC Exhibits, 833 Market Street, Suite 900, San Francisco, CA 94103 or fax to (415) 978-9695, convention@mtac.org.

By signing below, the Exhibitor understands, agrees, and agrees to abide by this Contract and the attached Exhibitor Contract Terms and Conditions which are part of this Contract between Exhibitor and MTAC, and incorporated herein by reference. MTAC reserves the right to refuse or reject any Exhibit deemed inappropriate by the MTAC. Violation of the provisions of this Contract by any Exhibitor may result in termination of the Contract and corresponding withdrawal or denial of the Exhibit or Exhibitor Showcase from the Convention, without refund or liability on the part of MTAC. Exhibitor understands that acceptance as an Exhibitor at the MTAC Convention in no way implies endorsement by the MTAC of the Exhibitor's products, equipment, and/or services. The person signing this document expressly represents and warrants to MTAC that he/she is duly authorized by the Exhibitor to bind it to this Contract, which includes the attached Terms and Conditions.

Signature: _____ Date: _____

Print Name: _____

Title: _____

MTAC 2018 STATE CONVENTION

EXHIBITOR CONTRACT – TERMS AND CONDITIONS

All Exhibits at the Music Teachers' Association of California (MTAC)'s Convention are under the control and management of MTAC. These Terms and Conditions are part of the Exhibitor Contract between Exhibitor and MTAC and it is the responsibility of the Exhibitor to read these carefully and adhere to them, in addition to any provisions contained in the Exhibitor Contract.

Acceptability of Exhibits

All products and services exhibited shall serve the interests of the Exhibition attendees, and shall be operated in a manner that will not detract from other Exhibits. MTAC reserves the right to determine the eligibility of any organization, entity, or product for inclusion in the Exhibition and reserves the right to restrict, remove, and/or withdraw any Exhibit that MTAC deems inappropriate, in its sole discretion. This right of restriction and removal includes persons, things, conduct, printed matter, music, sounds, or anything of a character which may be, in MTAC's sole discretion, objectionable or detrimental to the Exhibition as a whole or in violation of these Terms and Conditions. No Exhibit shall reassign, sublet, or share Exhibit space allotted, without the prior written consent of MTAC. Demonstrations, interviews, and other activities must be confined within the Exhibit space and must not impede traffic through the aisles and common areas. MTAC has full discretion and authority in placement, arrangement, and appearance of all exhibits.

Cancellation

If Exhibit provides MTAC written notice of cancellation of the Exhibitor Contract, including any Showcases, before March 15, 2018, the full fee paid less \$200.00 for processing, will be refunded. No refunds shall be provided after March 15, 2018, and the Exhibitor forfeits full payment. This amount is considered to be liquidated and agreed upon damages for the injuries MTAC will suffer as a result of Exhibitor's cancellation after the stated deadline.

Full Payment

Exhibitor agrees that Exhibit Fees must be paid in full to MTAC prior to Move-In and Installation of Exhibitor's display booth or Showcase in the Exhibit Hall. In the event that the Exhibitor fails to pay any or all fees in a timely manner, MTAC will release and re-assign the Exhibit space or Showcase to another exhibitor and assign an alternative Exhibit space or Showcase to Exhibitor, at MTAC's sole discretion. In all cases, Exhibitor remains liable for the payment of all fees set forth in the Exhibitor Contract except for as provided under "Cancellation."

Event Cancellation

MTAC, its directors, officers, employees, agents, representatives, and affiliates, will not be held liable for failure to hold the Exhibition as scheduled. In the event of cancellation of the Convention due to circumstances beyond MTAC's control, MTAC shall determine the equitable basis for refund to Exhibitor, if any, after deducting the portion of expenses incurred as allocated to each exhibitor. MTAC makes no representations or warranties regarding the number of persons who will attend the Exhibition. MTAC reserves the right to change the name of the Exhibition, the venue of the Exhibition, and official Exhibition suppliers.

Exhibit Regulations

All Exhibit spaces are 8'D x 10'W. Exhibit booths may not exceed 8' in back wall height, including a sign. Exhibits must be constructed so as not to obstruct the view or interfere with the displays of neighboring Exhibitors. Exhibitors shall not deface, injure, or make attachments to any walls, ceilings, columns, floors, booth furnishings, drapery, and property located in the Exhibit Hall. The Exhibitor will be held liable for any property damage caused by acts or omissions of the Exhibitor, its directors, officers, employees, or agents. No display materials or signs may be placed on the exterior walls of the Exhibit booths or on posts or pillars in, or adjacent to, a booth. All exhibits must be contained in the 8'x10' space, including tables, musical instruments (including pianos), and video displays. Exhibitors needing more space must purchase an additional booth space. MTAC reserves the right to alter an Exhibit to comply with these provisions.

- Distribution of circulars or promotional materials only within booth space
- Nails, tacks, gummed labels or stickers, or other similar materials may not be used on walls
- Exhibit materials may not be pinned or glued to booth drapery
- **Reasonable sound levels must be employed in all Exhibit booths, and sounds may not travel beyond 20 feet from the Exhibit booth space. Earphones must be employed for appropriate instruments. If complaints are received regarding noise levels by other exhibitors, attendees, or MTAC personnel, Exhibitor shall adjust sound levels promptly. If Exhibitor does not comply, MTAC has the right to move Exhibitor to another space, remove the Exhibit with no refund or liability on MTAC's part, or deny Exhibitor's application for future Conventions.**

- It is the sole responsibility of each Exhibitor to comply with any applicable state and local sales and use tax laws and requirements.
- Exhibitors are solely responsible for any fees incurred for damage to the Exhibit Hall.

Any Exhibitor not in compliance with these Terms and Conditions may be removed from the Exhibition.

Exhibit Space Assignment

Exhibit space is assigned based on the order that signed Contract and full payment have been received by the applicable deadline. Booth spaces receive priority over tabletop spaces. Prioritization may also be based on the following factors:

- Number of exhibit booths or showcases for current year and previous years
- Previous compliance history with MTAC's Contract, Terms & Conditions
- Needs and purposes of Convention

MTAC will receive requests for Exhibitors to be assigned next to another exhibitor, or to not be placed next to another exhibitor. However, MTAC does not guarantee any requests. MTAC reserves the right to change Exhibit space assignments at any time, if it is determined to be in the best interests of the Convention, in MTAC's sole discretion.

Showcases

Sixteen (16) Showcases (each 60 minutes in length) are available during the Convention. Showcases are available to Exhibitors with or without booth reservations. As the available number of Showcases is limited, it may not be possible for MTAC to fulfill all requests. Showcase assignments are based on the order of signed Contract and full payment received by the applicable deadline. Showcases are provided as a way of marketing, presenting, and selling products, programs, and publications to Convention attendees. Exhibitors are prohibited from promoting any product or service in any other manner, such as "receptions in hotel suites," "reading sessions," or during Convention events such as master-classes and lectures which are not intended for such purposes. Any such promotion will be immediately closed and removed, and shall be considered a breach and grounds for termination of the Contract by MTAC, and removal of Exhibitor's Exhibit Space or other Showcases, without refund or liability on the part of MTAC.

Installation and Dismantling

All installation and dismantling of exhibits must be carried out during the time indicated on the Exhibit Contract. Exhibitor is responsible to ensure that all Exhibitor's materials are delivered to the Exhibit Hall and removed from the Exhibit Hall by the specified deadlines. If Exhibitor's personnel must leave before the Exhibit Hall closes, arrangements must be made for the dismantling of the Exhibit booth or Showcase, with prior approval by MTAC. Dismantling occurring before the official close of the Exhibition without prior approval of the MTAC may result in MTAC's denial of Exhibitor's application for the next MTAC Convention.

Music Licensing

Exhibitor has the sole and exclusive responsibility to arrange for performance, mechanical and any other necessary licenses, for the use of copyrighted music in its Exhibit booth or Showcase.

Failure to Show

Failure of Exhibitor to exhibit throughout the duration of the Exhibition shall be considered a material breach of this Contract. Failure to Show may result in MTAC's denial of Exhibitor's application for the next MTAC Convention.

Fire, Safety, and Health

Exhibitor assumes all responsibility for compliance with and shall abide by all federal, state, and local laws, ordinances, rules and regulations, all rules of the venue, and all union regulations related to fire, electrical wiring, safety, and health. Cloth decorations must be flameproof and hangings must not reach the floor. Aisles and fire exits must not be blocked at any time by exhibit display materials, crates, boxes, or other objects. No combustible decoration, such as crepe paper, cardboard, or corrugated paper, or combustible liquids shall be used at any time. No balloons or other helium-inflated items are allowed in the Exhibit Hall.

Liability, Insurance, Indemnification

MTAC shall not be liable for any damage to, or loss of, Exhibitor's property, nor for injury or death of Exhibitor or its employees, representatives, or agents, nor for any damage of any nature to Exhibitor's business, nor for the failure to hold the Exhibition as scheduled, unless such damage, loss, injury, death, or failure to hold the Exhibition is the direct and proximate result of the

intentional or grossly negligent act of MTAC. In the event of any such intentional or grossly negligent act of MTAC, MTAC's liability to Exhibitor, if any, shall in no event exceed the total amount paid to MTAC hereunder by Exhibitor. Exhibitor hereby agrees to indemnify, hold harmless, and defend MTAC from and against any and all liability, responsibility, loss, damage, cost or expenses of any kind whatsoever, including, but not limited to, attorneys' fees, which MTAC may incur, suffer, or be required to pay, as result of or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, representatives, or agents.

MTAC carries liability insurance solely for the protection of MTAC. Such liability insurance does not cover the Exhibitors, their property, employees, representatives, or agents. Exhibitors are responsible for their own insurance policy covering their property, employees, representatives, agents, and the transportation of their materials, equipment, and property to and from the Exhibitor's site and the Exhibition.

Security

MTAC does not provide security during Move-In/Set-Up, Move-Out/Take-Down or Exhibition hours. MTAC is not responsible for the security of the exhibits or the materials contained within. The Exhibit Hall is never secure; Exhibitors should not leave valuable items unattended at any time and does so at their own risk.

Exhibitor personnel, even those licensed to carry firearms, shall not be permitted to enter the Exhibition with any firearms or other weapons.

Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to this Exhibitor Contract, including these Terms and Conditions, or the breach thereof, Exhibitor and MTAC shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice by either party to the other, all dispute, claims, questions, or disagreements, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Miscellaneous

The failure of either party to enforce at any time any term or provision of this Contract, in whole or in part, shall in no way operate as a waiver thereof. Each provision of this Contract shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision. Any and all performances hereunder, or breach hereof, shall be interpreted, governed, and construed pursuant to the laws of the State of California. Exhibitor consents to the jurisdiction of the courts of California for the resolution of any and all disputes, and claims arising out of or relating to this Contract. This Contract contains the entire agreement of the parties and supersedes any previous agreements, written or oral, except as otherwise provided herein. This Contract may not be amended or modified, except in writing signed by both parties. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.