



MTAC Convention 2019

June 28 – July 2, 2019

Exhibitor Information

Location

Santa Clara Convention Center

5001 Great America Pkwy,
Santa Clara, CA 95054

Mission City Ballroom

MTAC Member:

\$525.00 per booth

Non-MTAC Member:

\$725.00 per booth

Exhibitor Booth Information

Standard booth size is 10'D x 10'W with back drapes (8 ft. H) and side drapes (3 ft. H) between booths.

Booths will be equipped with

- 6' skirted table
- 2 side chairs
- waste-basket
- 2 Exhibit Badges
- Exhibitor ID sign
- 1-500 Watt electrical outlet

Additional equipment or services may be ordered through Freeman, such as additional electrical service beyond the 500 watt outlet provided per booth, 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. Internet will be provided by the Santa Clara Convention Center. Order forms are available upon request. Additional Exhibitor Badges may be purchased for \$50 each.

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.**

Important Dates

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	Exhibit Hours	Attendee Hours
Thurs. June 28	1 pm- 8pm move-in and installation	Not open
Friday. June 29	8am-6pm	10am-5pm
Sat. June 30	8am-6pm	9am-5pm
Sunday July 1	8am-6pm	9am-5pm
Monday July 2	8am-4pm, 4pm-5:30pm move-out and dismantling	9am-3pm



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Promotional Information

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, 2019**. Showcase Fees are **\$500.00** for one 60-minute Showcase presentation if an Exhibitor has also made a booth reservation; and **\$1,000.00** for those who wish to purchase a Showcase 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 13 Exhibitor Showcases available. Reservations will be made in order of Contract and full payment received before the applicable deadline, until all Showcases are filled.

Please contact **Alicia Wilson** at aliciam@mtac.org or **Nicholas Jackson** at nicholasj@mtac.org for more information about Exhibits or Showcases.

MTAC App

Back by popular demand is the MTAC Convention App! Beginning **May 15, 2019** the app will be available to all Convention

Attendees. As an exhibitor you will be featured within the app in our Exhibitor Page as well as in the Map! The app will enable convention attendees to:

- Access the Convention Showcase Information
- Presenter Bios
- View information about Exhibitors
- View the Exhibit Hall map

If you would like to include your logo, website link, contact information, Facebook page or Twitter handle on your complimentary App Exhibit Page please contact Nicholas Jackson at nicholasj@mtac.org.

Convention Program Book Advertising

The Convention Program Book is distributed to all registered Convention Guests. Program Book Ads are limited to Black and White ads only. The deadline to submit an ad is **April 20, 2019**. If you would like to advertise in the Program Book please contact Nicholas Jackson at nicholasj@mtac.org or visit the CMT/Advertising page at www.mtac.org.

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Additional Information

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, 2019, the full fee paid less \$200.00 for processing, will be refunded. No refunds shall be provided after March 15, 2019, 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."

Exhibit Regulations

All Exhibit spaces are 10'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 10'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. 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

Thirteen (13) 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.

Professionalism; Standard of Conduct

Exhibitors must exercise professionalism and ethical conduct as Exhibitors in the Exhibit Hall and in the Convention venue: to treat competitors with fairness and integrity, avoid disparagement of any attendee, refrain from disclosing confidential information, and acting with common courtesy and respect towards MTAC members, personnel, Convention attendees, guests, and the public. Exhibitor personnel will be asked to cease reported behavior and leave the Exhibit Hall if, in the sole discretion of MTAC, Exhibitor personnel has demonstrated discriminatory, offensive, or harassing behavior towards other individuals. Such conduct 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.

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.

Termination

Either party may terminate the contract with ninety (90) days' notice for any cause. Each party may terminate this agreement immediately by delivering written notice of termination to the other party if the other party materially breaches any of its obligations under this Contract and does not cure such breach within sixty (60) days. If either party becomes insolvent, bankrupt, or enters receivership, dissolution or liquidation, the other party may terminate this Contract immediately.

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.