

MTAC 2022 CONVENTION EXHIBITOR INFORMATION

2022 Convention Exhibitor Introduction

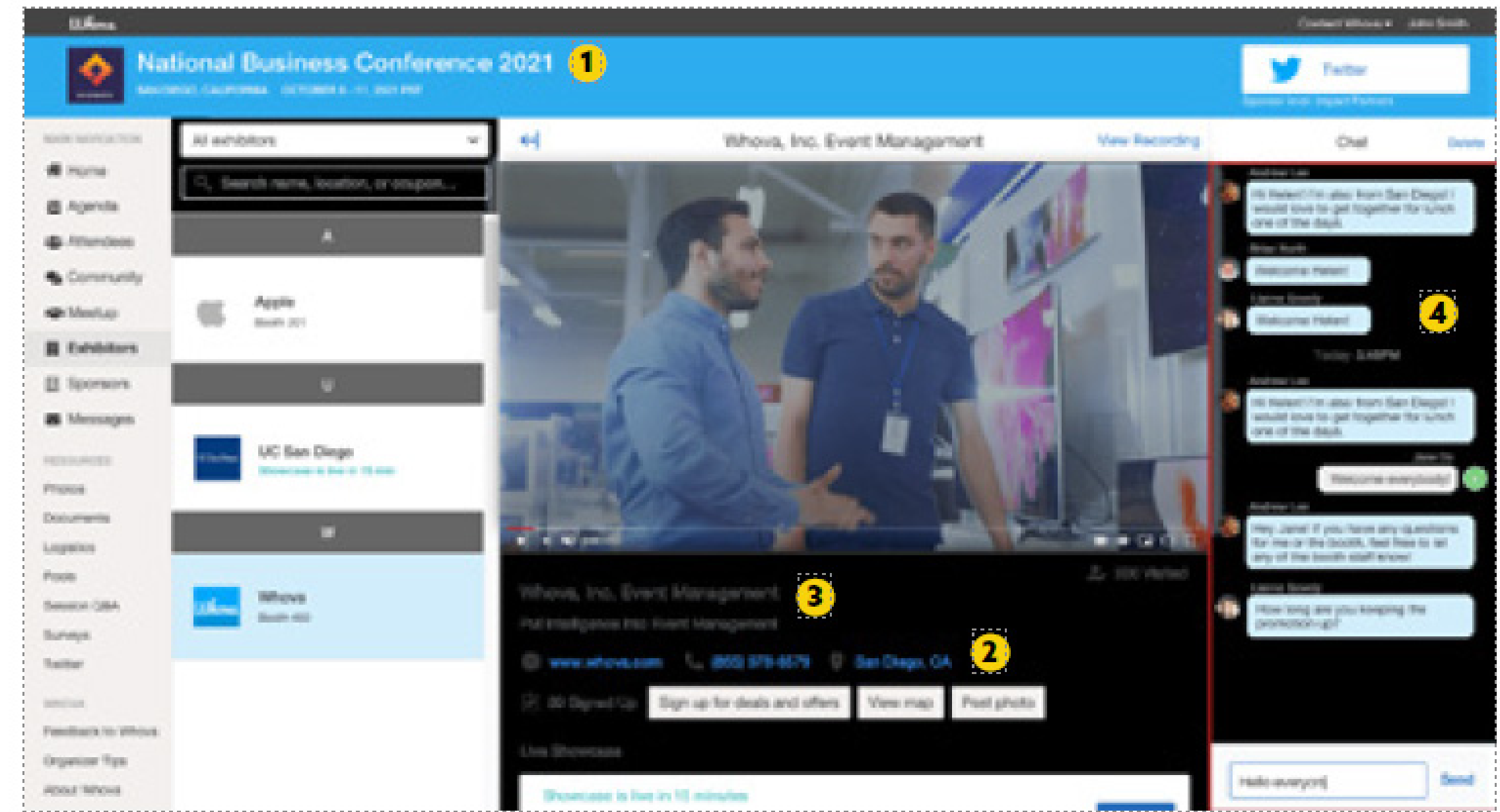
Thank you for considering exhibiting for the annual MTAC Convention. We appreciate you taking the time to review the exhibitor information, and we look forward to working with you!

The Music Teachers' Association of California® (MTAC) annual State Convention is an exciting opportunity to engage with over 5,000 music students, parents and teachers. The Convention brings together world-class artists, music educators, and students to celebrate music performance and composition. This four-day extravaganza is filled with seminars, performances, recitals, presentations, and master classes. Also featured are performances by professional musicians and a world premiere of a specially commissioned musical piece.

Please email exhibits@mtac.org if you have further questions.



Whoova at a Glance



1. Customizable header graphic
2. Customizable contact information
3. Company description
4. Live chat with attendeesupload videos, photos, and handouts

The 2022 MTAC Convention will be hosted live at Hyatt Regency Orange County and the Virtual Exhibit Hall will be hosted through Whoova.

Whoova is an all-in-one event management solution that modernizes events, effectively engaging and attracting attendees through their robust features such as live chats, live streams, media uploads, and more. With a personalized virtual exhibit booth, exhibitors can generate leads by utilizing live chats to speak with attendees individually and as a group while using promotional opportunities such as raffles, giveaways, and coupons to develop sales leads.

Promotional Information

Virtual Exhibitor Marketplace Important Dates

Dates	Exhibitors must be available for Live Chat with attendees
Friday, July 1	9:00 A.M. - 5:00 P.M. PST
Saturday, July 2	9:00 A.M. - 5:00 P.M. PST
Sunday, July 3	9:00 A.M. - 5:00 P.M. PST
Monday, July 4	9:00 A.M. - 5:00 P.M. PST

Promotional Information

Virtual Exhibitors have the opportunity to present in-person Showcases to promote their permitted products.

ALL IN-PERSON SHOWCASES MUST CONCLUDE WITHIN THE 60-MINUTE TIME ALLOTTED.

The signed Contract and full payment for Exhibitor in-person Showcases must be received by June 1, 2022. Showcase Fees are \$500.00 for one 60-minute Showcase presentation.

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 must be received before the applicable deadline, until all Showcases are filled. Limit of two Showcases per exhibiting company.

2022 Convention Exhibitor Information

Included with Whova Virtual Exhibitor Booths:

- Company Description
- Customizable Company Header/Logo
- Live Chat with attendees
- Booth sales lead generation
- Promotions/Giveaways: offer discounts and giveaways
- Handouts/Brochures: upload documents, brochures, handouts for attendees to access
- Upload a short video
- Placement on Exhibitor Page
- Two highlighted emails, one to all of membership before convention tickets close and one to all convention attendees a week prior to convention
- Social Media post on MTAC Facebook and Twitter
- Exhibitor information posted on Convention ticketing website

Exhibitor assets must be submitted by June 1 in order to be included in emails and social media.

Terms and Conditions

Acceptability of Exhibits

All Permitted Products exhibited shall serve the interests of Convention attendees. All Virtual Exhibits and Showcases shall be operated in a manner that will not detract from other Exhibits or Showcases. MTAC reserves the right in its sole discretion to determine the eligibility of any organization, entity, product, equipment, or service for inclusion in Exhibits and Showcases and reserves the right in its sole discretion to restrict, remove, terminate, and/or withdraw any Exhibit or Showcase that contains persons, things, products, equipment, services, conduct, printed matter, music, sounds, or anything of a character which may be, in MTAC's sole discretion, objectionable or detrimental to the Convention or in violation of the Contract, including these Terms and Conditions. Exhibitor shall not assign, sublet, or share his/her/its Exhibit(s) or Showcase(s) and time allotted for his/her/its Exhibit(s) or Showcase(s) without the prior written consent of MTAC. Demonstrations, presentations, interviews, and other activities must be confined within the Exhibit or Showcase format and time allotted, and must not impede traffic or access to the Convention or any Convention activities, including any other Exhibits or Showcases, sessions, or performances. MTAC has full discretion and authority with respect to the placement, arrangement, timing and appearance of all Exhibits and Showcases.

Showcases

Thirteen Showcases (each 60 minutes in length) are available during the Convention. Showcases are available to exhibitors with or without Exhibit reservations. Because 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 before the June 1, 2022 deadline. Showcases are provided as a way of marketing, presenting, and selling Permitted Products 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 of and grounds for termination of the Contract by MTAC, and removal of the exhibitor's Exhibit(s) and/or Showcase(s), without liability on the part of MTAC or the refund of any fees paid by such exhibitor to MTAC under the Contract.

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 his/her/its Exhibit(s) and/or Showcase(s).

Full Payment

Exhibitor agrees that Exhibit and Showcase fees must be paid in full to MTAC prior to the Convention before the June 1, 2022 deadline. Subject to the Event Cancellation provision below, any fees paid by Exhibitor to MTAC under the Contract are non-refundable unless Exhibitor provides notice of cancellation of the Contract before June 1, 2022 pursuant to the Contract Cancellation provision below. If Exhibitor fails to pay when due any or all fees set forth in the Contract, MTAC will release and re-assign the applicable Exhibit(s) and/or Showcase(s) time and format to another exhibitor, and assign an alternative time and format to Exhibitor (if available), at MTAC's sole discretion. In all cases, Exhibitor remains liable for the payment of all fees set forth in the Contract.

Event Cancellation

The MTAC Parties will not be held liable for failure to hold the any Exhibit or Showcase as scheduled. In the event of cancellation or postponement of the Convention due to circumstances beyond MTAC's control, MTAC shall determine in its sole discretion the equitable basis for refund of any payments to Exhibitor, if any, after deducting the portion of expenses incurred by MTAC and its Affiliates as allocated to each exhibitor. MTAC makes no representations or warranties regarding (a) the number of persons who will attend the Convention, Exhibits or Showcases; or (b) the financial performance any exhibitor may achieve, including without limitation the number of sales transactions or the amount of revenues or profits obtained in connection therewith. MTAC reserves the right to change the name of the Exhibits and Showcases, the venue of such Exhibits and Showcases, the format of such Exhibits and Showcases, and official Exhibit suppliers. It is the sole responsibility of each exhibitor to comply with any applicable state and local sales and use tax laws and requirements. Any exhibitor not in compliance with these Terms and Conditions may be removed from his/her/its Exhibit(s) and/or Showcase(s).

Contract Cancellation

If Exhibitor provides MTAC written notice of cancellation of the Contract before June 1, 2022, MTAC will refund any fees paid by Exhibitor to MTAC under the Contract, less \$250.00 for processing. Subject to the Event Cancellation provision below, no refunds shall be provided after June 1, 2022. After that date, Exhibitor forfeits all payments made to MTAC. The parties intend that such unrefunded payments shall be deemed liquidated damages ("Liquidated Damages"), and that such damages constitute compensation, and not a penalty. The parties acknowledge and agree that the injuries MTAC will suffer as a result of Exhibitor's cancellation after June 1, 2022 would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such cancellation.

Limitation of Monetary Damages

MTAC shall not be liable for any damage to, or loss of, Exhibitor's property, nor for injury to or death of Exhibitor or his/her/its principals, employees, agents, contractors, and representatives ("Exhibitor Representatives"), nor for any damage of any nature to Exhibitor's Exhibit(s), Showcase(s), or Exhibitor's business, nor for MTAC's failure to hold the Convention, or Exhibitor's Exhibit(s) and/or Showcase(s) as scheduled, unless such damage, loss, injury, death, or failure 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 by Exhibitor to MTAC under the Contract.

Professionalism; Standard of Conduct

Exhibitors must exercise professionalism and ethical conduct with respect to their Exhibits and Showcases, including without limitation: treating competitors with fairness and integrity, avoiding disparagement of any attendees, refraining from disclosing confidential information regarding third parties, acting with common courtesy and respect, and avoiding discriminatory, offensive, or harassing behavior toward MTAC members, personnel, Convention attendees, guests, and the public. Exhibitor and Exhibitor's Representatives will be required to cease any unprofessional or unethical behavior and leave the Convention if, in the sole discretion of MTAC, Exhibitor or Exhibitor Representatives have demonstrated unprofessional or unethical conduct in violation of this paragraph. Such conduct shall be considered a breach of these Terms and Conditions, grounds for termination of the Contract by MTAC, and removal of Exhibitor's Exhibit(s) and/or Showcase(s), without liability on the part of MTAC or the refund of any fees paid by Exhibitor to MTAC under the Contract.

Terms and Conditions

Assumption of Risk

Exhibitor represents and warrants, on its own behalf and on behalf of his/her/its Exhibitor Representatives, that he/she/it/they are aware and understand that their attendance at the Convention and participation in any Convention activities (including without limitation, Exhibits and Showcases) is potentially hazardous and involves the risk of personal injury, death, property damage, and/or financial loss (“Damages”). Exhibitor further represents and warrants, on its own behalf and on behalf of his/her/its Exhibitor Representatives, that he/she/it/they are also aware of the contagious nature of bacterial and viral diseases, including COVID-19 (collectively, the “Disease”) and the risk that they may be exposed to or contract the Disease by attending the Convention and engaging in Convention activities (including without limitation, Exhibits and Showcases), which may result in Damages. Exhibitor represents and warrants, on its own behalf and on behalf of his/her/its Exhibitor Representatives, their acknowledgement that these risks (including the risk of a PII Data Security Breach referenced above in Section 11) may result from or be compounded by the actions, omissions, or negligence of MTAC and its Affiliates. Exhibitor represents and warrants, on its own behalf and on behalf of his/her/its Exhibitor Representatives, that they understand that MTAC cannot guarantee that they will not be injured, or become infected with the Disease, or experience a PII Data Security Breach, while attending the Convention and engaging in Convention activities (including without limitation, Exhibits and Showcases). NOTWITHSTANDING THESE RISKS, EXHIBITOR REPRESENTS AND WARRANTS, ON ITS OWN BEHALF AND ON BEHALF OF HIS/HER/ITS EXHIBITOR REPRESENTATIVES, THEIR ACKNOWLEDGEMENT THAT THEY ARE VOLUNTARILY ATTENDING THE CONVENTION AND ENGAGING IN CONVENTION ACTIVITIES (INCLUDING WITHOUT LIMITATION, EXHIBITS AND SHOWCASES) WITH KNOWLEDGE OF THE DANGERS INVOLVED. EXHIBITOR, ON ITS OWN BEHALF AND ON BEHALF OF HIS/HER/ITS EXHIBITOR REPRESENTATIVES, HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF MTAC OR ITS AFFILIATES, OR OTHERWISE.

Waiver and Release of Liability

Exhibitor, on his/her/its own behalf, and on behalf of his/her/its Exhibitor Representatives, hereby expressly waives and releases any and all claims, now known or hereafter known, against the MTAC Parties on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to the attendance of Exhibitor or Exhibitor Representatives at the Convention or participation in any Convention activities (including without limitation any Exhibits and/or Showcases), whether arising out of the ordinary negligence of any MTAC Parties or otherwise. Exhibitor covenants on his/her/its own behalf and on behalf of all Exhibitor Representatives not to make or bring any such claim against any MTAC Parties, and forever releases and discharges, on his/her/its own behalf and on behalf of his/her/its Exhibitor Representatives, all MTAC Parties from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that California law does not permit to be released by agreement.

Exhibitor understands that by agreeing to the Waiver and Release set forth in this paragraph, it is waiving, on his/her/its own behalf and on behalf of his/her/its Exhibitor Representatives, any and all claims of any kind arising out of or attributable to the attendance of Exhibitor and Exhibitor Representatives at the Convention or their participation in any Convention activities (including without limitation any Exhibits and/or Showcases), including those claims that may be unknown to Exhibitor and Exhibitor Representatives, or which Exhibitor and Exhibitor Representatives do not suspect to exist at this time. WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, EXHIBITOR, ON HIS/HER/ITS OWN BEHALF AND ON BEHALF OF HIS/HER/ITS EXHIBITOR REPRESENTATIVES, HEREBY EXPRESSLY WAIVES ALL RIGHTS, BENEFITS, AND PROTECTIONS HE/SHE/IT/THEY MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Representations and Warranties of Exhibitor regarding Immunizations, Mask Mandates and Testing

If, during the Convention, any Applicable Laws are in effect that would apply to public gatherings at the Hyatt Regency Orange County: (a) requiring immunization against the Disease; (b) mandating the wearing of a face mask; or (c) requiring negative tests demonstrating the absence of the Disease, Exhibitor represents and warrants that Exhibitor and his/her/its Exhibitor Representatives shall be in full compliance with any such Applicable Laws at all times that such individuals are (x) on Hyatt Regency Orange County premises; or (y) participating in any Convention activities, including without limitation any Exhibits or Showcases. MTAC shall have the right to deny entry of Exhibitor and/or Exhibitor Representatives to any MTAC-sponsored events during the Convention (including without limitation, Exhibits and Showcases) without liability on the part of MTAC or the refund of any fees paid by Exhibitor to MTAC under the Contract, if Exhibitor or such representatives fail to (i) provide proof of all immunizations and/or negative test results required by Applicable Laws; and/or (ii) comply with any mask mandates imposed by Applicable Laws. Exhibitor further warrants and represents that Exhibitor and Exhibitor Representatives shall not enter the Convention or participate in any Convention activities (including without limitation any Exhibits or Showcases) if they are experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 7 days with a person who has been confirmed to have or suspected of having the Disease. For purposes of the Contract (including these Terms and Conditions), “Applicable Laws” include any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; and “Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction. Applicable Laws shall also include any guidance, directives, or orders issued by the Centers for Disease Control and Prevention related to the Disease.

Indemnification

Exhibitor shall indemnify, defend, and hold harmless the MTAC Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees, and the costs of enforcing any right to indemnification under the Contract (including these Terms and Conditions), and the cost of pursuing any insurance providers, arising out of or related to Exhibitor’s Exhibit(s) and/or Showcase(s), and/or any third-party claim alleging: (a) material breach or non-fulfillment of any representation, warranty, or covenant of the Contract (including these Terms and Conditions) by Exhibitor; (b) the negligence or intentional misconduct of Exhibitor or Exhibitor Representatives in connection with the performance of Exhibitor’s obligations under the Contract (including these Terms and Conditions); (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or intentional misconduct of Exhibitor or Exhibitor’s Representatives; or (d) any failure of Exhibitor or Exhibitor’s Representatives to comply with any Applicable Laws in the performance of his/her/its/their obligations under the Contract (including these Terms and Conditions).

Insurance

MTAC carries liability insurance solely for the protection of MTAC. Such liability insurance does not cover exhibitors or their property. For a period of one year after the Effective Date, Exhibitor shall, at his/her/its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1 million per occurrence and \$2 million in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Exhibitor and Exhibitor Representatives under the Contract, and workers’ compensation insurance to the extent required by law. Upon MTAC’s request, Exhibitor shall provide MTAC with a certificate of insurance from Exhibitor’s insurer evidencing the insurance coverage specified above. The certificate of insurance shall name the MTAC Parties as additional insureds. Exhibitor shall provide MTAC with 30 days’ advance written notice in the event of a cancellation or material change in Exhibitor’s insurance policy. Except where prohibited by law, Exhibitor shall require its insurer to waive all rights of subrogation against MTAC’s insurers and the MTAC Parties.

Terms and Conditions

Force Majeure

MTAC shall not be liable or responsible to Exhibitor, nor be deemed to have defaulted under or breached the Contract (including these Terms and Conditions), for any failure or delay in fulfilling or performing any term of this Contract (including these Terms and Conditions), when and to the extent such failure or delay is caused by or results from acts beyond MTAC's reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) epidemics, pandemics, or quarantines; (c) flood, fire, earthquake, or explosion; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes, or blockades in effect on or after the Effective Date; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) any other events or circumstances beyond MTAC's reasonable control. If a Force Majeure Event causes the cancellation of the Convention, or any Exhibit or Showcase, or otherwise renders MTAC unable to perform its obligations under the Contract (including these Terms and Conditions), MTAC shall not be required to refund any fees paid by Exhibitor to MTAC under this Contract, whether or not MTAC determines in its sole discretion to hold the Convention and any Convention activities (including any Live Exhibits or Showcases) virtually.

Relationship of Parties

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Exhibitor shall be an independent contractor pursuant to the Contract, and shall not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of MTAC or to bind MTAC to any contract, agreement, or undertaking with any third party. Exhibitor agrees and understands that he/she/it is not entitled to any of the rights or benefits afforded to MTAC's employees, including but not limited to disability, unemployment or health insurance, workers' compensation, sick leave, paid holidays, vacation, participation in any pension, profit-sharing, or retirement plan, or any other employment benefit. Exhibitor shall be responsible for providing, at his/her/its own expense, any necessary or appropriate disability, unemployment, and other insurance, workers' compensation coverage, training, permits, and licenses for himself/herself/itself and for Exhibitor Representatives (if any).

Submission to Jurisdiction; Attorney Fees

Any legal suit, action, proceeding, or dispute arising out of or related to the Contract (including these Terms and Conditions), or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States in San Francisco, California or the courts of the State of California located in the city of Walnut Creek and county of Contra Costa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute. If either party institutes any legal suit, action, or proceeding against the other party arising out of or relating to the Contract (including these Terms and Conditions), the prevailing party shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Term, Termination, and Survival

- (a) The Contract shall commence as of the Effective Date and shall continue thereafter until the completion of the Exhibitor's Exhibit(s) and/or Showcase(s), unless sooner terminated under this paragraph.
- (b) MTAC, in its sole discretion, may terminate the Contract (including these Terms and Conditions), in whole or in part, at any time with or without cause, and without liability, by providing at least 15 days' prior written notice to Exhibitor.
- (c) either party may terminate this Contract (including these Terms and Conditions), effective upon written notice to the other party, if the other party: (i) materially breaches the Contract (including any of these Terms and Conditions), and such breach is incapable of cure, or concerning a material breach capable of cure, the other party does not cure such breach within 15 days after receipt of written notice of such breach.
- (d) either party may terminate the Contract (including these Terms and Conditions) immediately if the other party (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; or (iv) makes a general assignment for the benefit of creditors.
- (e) The rights and obligations of the parties set out in this Paragraph 17, Sections 9 and 11 of the Contract, and Paragraphs 7, 9, 10, 11, 12, 13, 14, 15, 16, and 18 of these Terms and Conditions, and any right or obligation of the parties under the Contract which, by its nature, should survive termination or expiration of the Contract, will survive any such termination or expiration of the Contract.

Miscellaneous

The failure of either party to enforce at any time any term or provision of the Contract (including these Terms and Conditions), in whole or in part, shall in no way operate as a waiver thereof. Each provision of the Contract (including these Terms and Conditions) shall be separately enforceable and the invalidity of one provision shall not affect the validity or enforceability of any other provision. All matters arising out of or relating to the Contract, including these Terms and Conditions, shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). The Contract, including these Terms and Conditions, contains the entire agreement of the parties and supersedes any previous agreements, written or oral, except as otherwise provided herein. The Contract, including these Terms and Conditions, may not be amended or modified, except in writing signed by both parties. The 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.