

MTAC 2021 CONVENTION EXHIBITOR INFORMATION

2021 CONVENTION EXHIBITOR INTRODUCTION

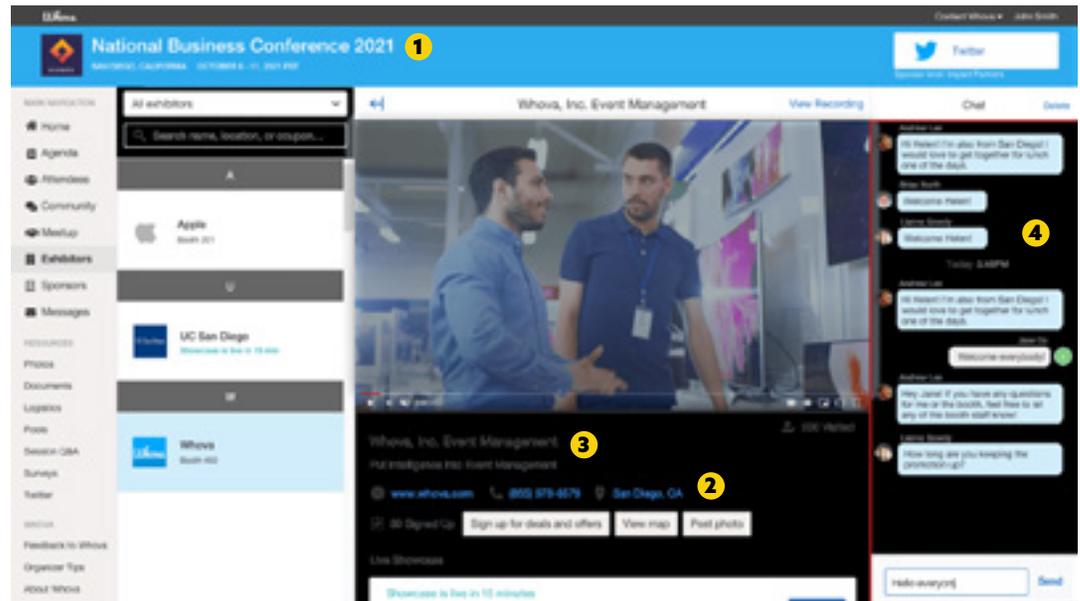
Thank you for considering exhibiting for the yearly MTAC Convention. We appreciate you taking the time to review the exhibitor information, and we look forward to working with you!

The Music Teachers' Association of California® (MTAC) annual State Convention is an exciting opportunity to engage with over 8,000 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 public performances by professional musicians and a world premiere of a specially commissioned musical piece.

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

WHOVA AT A GLANCE



1. Customizable header graphic
2. Customizable contact information
3. Company description
4. Live chat with attendees

The 2021 MTAC Convention will be hosted through Whova.

Whova 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

Exhibitor Marketplace Important Dates

Date	Exhibitors must be available for Live Chat with attendees
Friday, July 2	9:00 AM - 5:00 PM
Saturday, July 3	9:00 AM - 5:00 PM
Sunday, July 4	9:00 AM - 5:00 PM
Monday, July 5	9:00 AM - 5:00 PM

Exhibitor Booths include:

- 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

Promotional Information

Exhibitors have the opportunity to present Showcases to promote their permitted products.

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

The signed Contract and full payment for Exhibitor Showcases must be received by June 1, 2021. Showcase Fees are \$500.00- Live Webinar and \$300 Pre-recorded 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.

Convention Program Book Advertising

The 2021 Convention Program Book is distributed electronically to all registered Teacher Track Convention attendees. The deadline to submit an ad is May 1, 2021.

If you would like to advertise in the Program Book, please contact advertising@mtac.org.

Or visit the CMT/Advertising page at www.mtac.org.

Additional Information

Acceptability of Exhibits

All permitted products exhibited shall serve the interests of the Virtual Exhibition attendees, and shall be operated in a manner that will not detract from other Virtual Exhibits. MTAC reserves the right to determine the eligibility of any organization, entity, or product for inclusion in the Virtual Exhibition and reserves the right to restrict, remove, and/or withdraw any Virtual 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 Virtual Exhibition as a whole or in violation of these Terms and Conditions. No Virtual Exhibit shall reassign, sublet, or share Virtual Exhibit format and time allotted, without the prior written consent of MTAC. Demonstrations, interviews, and other activities must be confined within the Virtual Exhibit format and time allotted and must not impede traffic or access to the MTAC Convention or any virtual sessions and performances. MTAC has full discretion and authority in placement, arrangement, and appearance of all exhibits.

Full Payment

Virtual Exhibitor agrees that Virtual Exhibit Fees must be paid in full to MTAC prior to the Convention. All Virtual Exhibit Fees paid are non-refundable. In the event that the Virtual Exhibitor fails to pay any or all fees in a timely manner, MTAC will release and re-assign the Virtual Exhibit time and format to another exhibitor and assign an alternative Virtual Exhibit time and format to Virtual Exhibitor, at MTAC's sole discretion. In all cases, Virtual Exhibitor remains liable for the payment of all fees set forth in the Virtual Exhibitor Contract.

Exhibitor Contract Cancellation

If Exhibitor provides MTAC written notice of cancellation of the Exhibitor Contract, including any Showcases, before June 15, 2021, the full fee paid less \$250.00 for processing, will be refunded. No refunds shall be provided after June 15, 2021, 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.

Event Cancellation

MTAC, its directors, officers, employees, agents, representatives, and affiliates, will not be held liable for failure to hold the Virtual Exhibition as scheduled. In the event of cancellation or postponement of the Convention due to circumstances beyond MTAC's control, MTAC shall determine the equitable basis for refund to Virtual 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 Virtual Exhibition. MTAC reserves the right to change the name of the Virtual Exhibition, the venue of the Virtual Exhibition, the format of the Virtual Exhibition, and official Virtual Exhibition suppliers. It is the sole responsibility of each Virtual Exhibitor to comply with any applicable state and local sales and use tax laws and requirements. Any Virtual Exhibitor not in compliance with these Terms and Conditions may be removed from the Virtual Exhibition.

Showcases

(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 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 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.

Music Licensing

Virtual 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 Virtual Exhibit or Showcase.

Additional Information

Liability, Insurance, Indemnification

MTAC shall not be liable for any damage to, or loss of, Virtual Exhibitor's property, nor for injury or death of Virtual Exhibitor or its employees, representatives, or agents, nor for any damage of any nature to Virtual Exhibit, Virtual Exhibitor's business, nor for the failure to hold the Virtual Exhibition as scheduled, unless such damage, loss, injury, death, or failure to hold the Virtual 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 Virtual Exhibitor, if any, shall in no event exceed the total amount paid to MTAC hereunder by Virtual Exhibitor. Virtual 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 Virtual 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 Virtual Exhibitors, their property, employees, representatives, or agents. Virtual 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 Virtual Exhibitor's site and the Virtual Exhibition.

Exhibitor Contract Cancellation

Virtual Exhibitors must exercise professionalism and ethical conduct as Virtual Exhibitors: 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. Virtual Exhibitor personnel will be asked to cease reported behavior and leave the Convention session if, in the sole discretion of MTAC, Virtual 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 Virtual Exhibitor's Virtual Exhibit session 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 Virtual Exhibitor Contract, including these Terms and Conditions, or the breach thereof, Virtual 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

MTAC may terminate the contract with fifteen (15) 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 fifteen (15) 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. Virtual 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.