

2023 Convention Exhibitor Introduction

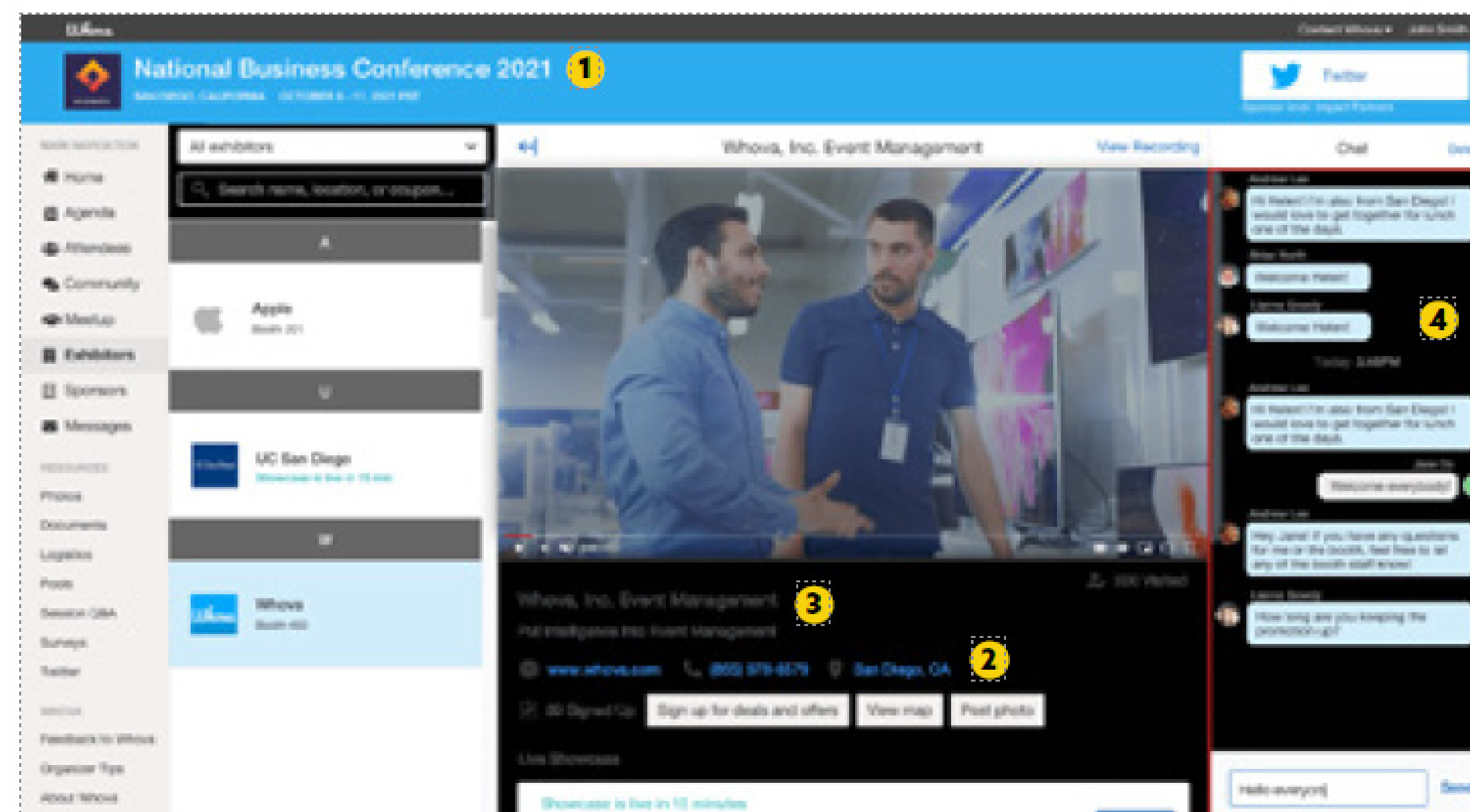
Thank you for considering exhibiting for the annual MTAC Convention. We appreciate you taking the time to review the exhibitor information, and we look forward to working with you!

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 three-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.



Whova at a Glance



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

The 2023 MTAC Convention will be hosted live at Hyatt Regency Santa Clara and Santa Clara Convention Center.

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 an Exhibit Hall booth reservation, Exhibitors receive a personalized virtual space in the Whova app, which 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 Hall Important Dates

Exhibitors must be available for Live Chat with attendees via Whova as well as available at their booth in the Exhibit Hall

Dates	Hours of Operation
Friday, June 30	10:00 A.M. - 5:00 P.M. PST
Saturday, July 1	9:00 A.M. - 5:00 P.M. PST
Sunday, July 2	9:00 A.M. - 5:00 P.M. PST

Promotional Information

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 Showcases must be received by **May 15, 2023**. Showcase Fees are \$600.00 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 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.

2023 Convention Exhibitor Information

Standard booth size is 10'D x 10'W with back drapes (8 ft. H) and side drapes (3 ft. H) between booths. Booth spaces will be equipped with 6' skirted table, 2 side chair, waste-basket, 2 Exhibit Badges, and Exhibitor ID sign

Included with Exhibit Hall Booth Reservation:

- Space in the Whova App
 - 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 May 15, 2023 in order to be included in emails and social media.

Terms and Conditions

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.

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.

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.

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.

Contract Cancellation

If Exhibit provides MTAC written notice of cancellation of the Exhibitor Contract, including any Showcases, before April 15, 2023, the full fee paid less \$250.00 for processing, will be refunded. No refunds shall be provided after April 30, 2023, 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.

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.

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.

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.

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.

Terms and Conditions

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.

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, 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).

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.

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.

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).

Prohibited Products

You hereby acknowledge and agree that (a) you shall exhibit and promote only Permitted Products through the Virtual Exhibits and Showcases; (b) you are expressly prohibited from exhibiting and/or promoting Prohibited Products through the Virtual Exhibits and Showcases; (c) if you exhibit and/or promote one or more Prohibited Products through the Live and/or Virtual Exhibits and/or Showcases, you will be subject to one or more disciplinary measures taken by MTAC in its sole discretion, which may include, but not be limited to, immediate expulsion from the Virtual Exhibits, Showcases and/or Convention without entitlement to a refund of any fees paid by you to MTAC under this Contract; (d) only MTAC and its Affiliates have the authority to determine what does and does not constitute a Prohibited Product; and (e) any and all determinations made, and related disciplinary actions taken by, MTAC and/or its Affiliates under this Section 10 shall be binding on you and your successors and assigns. As used herein, the term "Prohibited Products" means any product, equipment, service, programs, publication and/or any other item or concept which, as determined by MTAC and/or its Affiliates in their sole discretion, competes directly or indirectly with any product, equipment, service, program, publication and/or any other item or concept developed, exhibited, promoted, marketed, or sold by MTAC and/or any of its Affiliates.

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.

Term, Termination, and Survival

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.

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.

Terms and Conditions

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.

Copyright and Licensing

By signing this Contract, you hereby represent and warrant that you own all licenses, copyrights, and any other applicable intellectual property or other rights, free and clear, to each Virtual Exhibit and/or Showcase presented by you at the Convention (including without limitation, any content, materials, music, or performances contained therein (collectively, "Content")). You hereby grant to MTAC and its Affiliates a nonexclusive, royalty-free, transferable, worldwide, perpetual, irrevocable and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, copy, upload, store, distribute, perform and publicly display the Content, in whole or in part and any name, likeness, voice, or photograph provided in connection with the Content without compensation to you, in connection with MTAC's promotion of MTAC, MTAC's Affiliates, MTAC's Annual Convention or other events, and the promotion, advertising, and marketing of any MTAC programs or services, in any form, medium or technology now known or later developed. You represent and warrant that you have all rights to grant such licenses to MTAC without infringement or violation of any third party rights, including without limitation any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. As used in this Contract (including the attached Exhibitor Contract Terms and Conditions), the term "Affiliate" shall mean any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, MTAC, and shall include any of MTAC's branches.

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.