



Rules and Regulations

1. SPONSORSHIP

The 2022 MTNA National Conference Exhibition is sponsored by Music Teachers National Association (MTNA), 600 Vine St., Ste 1710, Cincinnati, Ohio 45202.

2. ASSIGNMENT OF BOOTH SPACE

The initial assignment of exhibit booths will be made from the exhibitor contracts received on or before 3:00 P.M. Eastern Time, **December 17, 2021**, and accompanied by full payment. MTNA will assign booths at its discretion and without any guarantee that an exhibitor will be assigned their preference of exhibit booth(s). The initial assignment of exhibit booths will be based on, but not limited to, consideration of the following factors:

- Date of receipt of exhibitor contract and total payment
- Number of exhibit booths applied for the current year and any previous years
- Previous compliance with MTNA's Exhibitor Rules and Regulations

MTNA, in its sole discretion, may also take into account the history of previous MTNA conference participation by (i) an affiliate of the applying exhibitor, (ii) a previous exhibitor whose assets have been acquired by an applying exhibitor, or (iii) an applying exhibitor with a history of sharing exhibit booths. Such factors will be given consideration along with the demand for the desired exhibit booth(s), the needs and purposes of the Event, and other factors. This additional deliberation will not necessarily result in assignment of exhibit booth(s).

Assignment of exhibit booths for contracts received after December 17, 2021, will be made on a first-come, first-served basis in accordance with the factors previously stated herein. Requests for specific booth locations will be honored to the extent possible. Specific requests by one exhibitor to be located adjacent to another exhibitor will be honored to the extent possible. Exhibitors who desire separate but adjacent booths for wholly owned divisions or exclusively distributed companies must state this in their application. **No booth space will be assigned until payment in full has been received.** All or any portion of the exhibit space covered in this contract may not be reassigned to any other firm or individual by the contracting exhibitor without the consent of MTNA. MTNA shall have full discretion and authority in the placement, arrangement and appearance of all exhibits. MTNA is authorized in its sole discretion to require the modification or removal of any exhibit that is deemed to be unlawful, a violation of these Rules and Regulations, offensive, or which detracts from the general character of the exhibition. For purposes of these Rules and Regulations, "exhibit" includes the exhibitor, his, her or its employees and agents, their behavior, demeanor and appearance, the content, appearance and operation of the exhibit, printed materials, music, sounds, visual images, or anything of a character connected with or related to the exhibit.

3. SHOWCASES

Twenty-four (24) 60-minute showcase sessions are available during the conference. Exhibitors are permitted to purchase one showcase opportunity for every booth purchased. However, because showcase sessions are limited to 24, it may not be possible for MTNA to fill all requests. The initial assignment of showcases will be made from the exhibitor contracts that have requested one and are received on or before 3:00 P.M. Eastern Time, December 17, 2021, and accompanied by full payment. Exhibitors requesting additional showcases will not receive one until all those requesting one by the deadline have received one. Fees for showcase requests not fulfilled will be refunded promptly.

Showcases are provided to exhibitors as a fair and ethical way of marketing and presenting products, programs and publications to the conference attendees. Exhibitors are prohibited from promoting any product in any other manner, i.e.: "receptions in hotel suites," "reading sessions" and so forth. Any such exhibit will be immediately closed and the Exhibitor will be assessed a penalty fee of \$1,000.

Selling and order taking is permitted in showcase rooms as long as the room is completely empty by the end of the hour.

4. SETUP AND MOVE IN

Each exhibit booth must be ready for inspection no later than the official exhibition opening on Sunday, March 27, 2022. Failure to occupy the contracted exhibit space for the opening hour of the first day of the exhibition constitutes forfeiture of the space. Space may be reassigned at the discretion of MTNA, and no refund of fees will be made.

5. DISMANTLE AND MOVE OUT

The 2022 MTNA National Conference Exhibit Hall officially closes Tuesday, March 29, at 5:30 P.M. No exhibitor may dismantle prior to this time. MTNA reserves the right to have violators of this rule banned from exhibiting at the following MTNA National Conference and assess a penalty fee of \$500.

All exhibit material must be removed from the exhibit hall by 10:00 P.M., Tuesday, March 29. The official contractor's responsibility for items left on the floor for pick up does not begin until such items are actually picked up at a booth and terminates when movement to the forwarding carrier is completed.

6. EXHIBITION REGULATIONS

- a. All exhibits must conform to the contracted booth dimensions. No display arrangement will be permitted in the aisles or in a position that obstructs another exhibitor's view.
- b. Live models in the employ of an exhibitor must remain in the space assigned to the exhibitor. Distribution of circulars or promotional materials is permitted only within the contracted booth space.

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- c. Nails, tacks, gummed labels or stickers and other similar materials may not be used on the walls of the exhibition hall. Exhibit materials may not be pinned or glued to exhibit booth draping. No signs other than those authorized by MTNA may be placed outside any exhibitor's booth space.
- d. Reasonable sound levels must be employed in all exhibit booths. Earphones shall be employed for appropriate instruments.
- e. Order taking and selling will be permitted in assigned booth spaces only. **It is the responsibility of the exhibitor to comply fully with any applicable state and local sales and use tax laws and requirements.**
- f. It is the responsibility of each exhibitor to comply with all local fire and electrical safety regulations. All exhibit decorations must be made of flameproof material, and hangings must not reach the floor. Boxes and combustible liquids or materials may not be stored in exhibit booths.
- g. Exhibitors must abide by applicable trade union regulations that pertain to exhibitor personnel working in the exhibition hall.
- h. Exhibitors are solely responsible for any fees incurred for damage to the exhibit hall.

7. MUSIC LICENSING

It is the sole and exclusive responsibility of the exhibiting company to arrange for performance and mechanical licenses for copyrighted music used in its booth.

8. LIABILITY AND INSURANCE

MTNA 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 exhibit is the direct and proximate result of the intentional or grossly negligent act of MTNA. In the event of any such intentional or grossly negligent act of MTNA, MTNA's liability to exhibitor, if any, shall in no event exceed the total amount paid to MTNA hereunder by exhibitor.

Exhibitor hereby agrees to indemnify, hold harmless and defend MTNA 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 MTNA may incur, suffer or be required to pay as a 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. MTNA will carry public liability insurance solely for the protection of MTNA. Such public liability insurance shall not cover the exhibitors, their property, employees, representatives or agents. MTNA recommends that exhibitors obtain insurance coverage for themselves, their employees, representatives and agents, and their property.

Exhibitor Responsibility Clause: To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless Hilton Minneapolis ("Hotel"), Hotel's owner (W Minneapolis Opco VIII, L.L.C.), Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as Music Teachers National Association ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of

the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

9. CANCELLATION

If the exhibitor gives MTNA written notice of cancellation of the contract, including any showcases, on or before February 1, 2022, at 3:00 P.M. Eastern Time, the full amount less 20 percent for processing will be refunded. After February 1, 2022, Exhibitors who cancel will be refunded 50 percent of their payment provided that MTNA sells out all of the exhibit space at the exhibition.

In the event of cancellation of the 2022 MTNA National Conference because of circumstances beyond MTNA's control, MTNA shall determine an equitable basis for the refund of monies received from exhibitors, if any, after deducting the portion of the expenses incurred that are allocable to each exhibitor.

10. LOADING DOCK/MATERIAL HANDLING/ INSTALLATION/DISMANTLE OF DISPLAYS

All exhibit materials must be sent in advance to warehouse. Exhibitors may unload vehicles provided no material handling equipment, such as forklifts, pallet jacks, dollies and the like is used. Fern Exposition will perform booth work requiring this type of equipment, as needed, at the exhibitor's expense. When exhibitors choose to hand carry material, they may not be permitted access to the loading dock/freight door areas.

Full-time, bona fide employees of the exhibiting companies are allowed to unpack and place merchandise without outside assistance and may set up exhibit display if one person can accomplish the task in less than one-half (1/2) hour without the use of tools. Fern Exposition will provide, at the exhibitor's expense, labor for the installation and dismantling of exhibits, if necessary. Fern Exposition must render any labor services that may be required, beyond what full-time employees of exhibiting companies provide.

Display Labor is required for all installation and dismantling of exhibits, including signs and floor covering installation.

11. PHOTOGRAPHY

Exhibiting, registration and attendance at the exhibition and MTNA's meetings and events constitutes an agreement by the exhibitor and the registrant to MTNA's use and distribution (both now and in the future) of the exhibitor's and registrant's image or voice in photographs, videotapes, electronic reproductions and audio tapes of such exhibition, meeting or event.

12. HEALTH AND SAFETY POLICY

The health and safety of all in-person conference attendees is our priority. Extraordinary care will be taken by MTNA, the hotel and the convention center to provide a healthy and safe environment. CDC guidelines and state and local regulations for large events are regularly changing. MTNA continues to monitor these changes and reserves the right to modify its COVID-19 policy as new information is made available. In-person registrants will be apprised of current health and safety requirements and will be promptly notified whenever revisions are made. You may also consult www.mtna.org/conference for the most up-to-date attendee guidelines.

13. ARBITRATION

Exhibitor agrees that any and all claims arising under the agreement to exhibit with MTNA or under any statutory or common law by one party against the other party shall be brought exclusively before the American Arbitration Association in Cincinnati, Ohio, where it shall be resolved by final and binding arbitration under the rules of the American Arbitration Association. Any award or order issued by the arbitrator may be confirmed as a judgment or order in any court of competent jurisdiction.