



# Rules and Regulations

## 1. SPONSORSHIP

The 2019 MTNA National Conference Exhibition is sponsored by Music Teachers National Association (MTNA), 1 W. 4th Street, Suite 1550, 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, **September 20, 2018**, 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 September 20, 2018, 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 has the

sole authority to restrict exhibits that are operated in an objectionable manner and to prohibit and require the removal of any exhibit that may detract from the general character of the exhibition. This right of restriction and removal includes persons, things, conduct, printed matter, music, sounds or anything of a character which may be, in the sole discretion of MTNA, objectionable or detrimental to the exhibition as a whole or in violation of these rules and regulations.

## 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, September 20, 2018, 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 17, 2019. 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 2019 MTNA National Conference Exhibit Hall officially closes Tuesday, March 19, 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.

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All exhibit material must be removed from the exhibit hall by 10:00 P.M., Tuesday, March 19. 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.
- 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.

## 9. CANCELLATION

If the exhibitor gives MTNA written notice of cancellation of the contract, including any showcases, on or before November 4, 2018, at 3:00 P.M. Eastern Time, the full amount less 20 percent for processing will be refunded. After November 4, 2018, 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 2019 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

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.

No one under age 18 is allowed on the show floor during installation or dismantling hours.

## 11. ARBITRATION

MTNA reserves the right to interpret and enforce all Rules and Regulations contained in this contract and to make any additional Rules and Regulations that may be necessary for the proper conduct of the 2018 National Conference Exhibition. All such decisions shall be binding upon the exhibitor.

This contract is to be interpreted in accordance with the laws of the State of Ohio. This contract may not be altered except in a writing executed by MTNA's exhibit manager.