

**GENERAL INFORMATION FOR EXHIBITOR CONTRACT
INDIANA MUSIC EDUCATION ASSOCIATION
2023 Professional Development Conference**

Dates: January 12-14, 2023

Location: Grand Wayne Convention Center, Exhibit Hall A

Exhibit Hours: Friday 10:00 a.m.-4:30 p.m. Saturday 10:00 a.m.-3:30 pm Booth Size: Booths are 10' by 10'. A booth grid is located on the IMEA registration web site. Exhibit space is assigned according to the date contract and when the IMEA office receives payment.

Payment: Exhibit booths are priced at \$500.00. A second booth is \$475.00 in addition to the \$500.00 for the first booth. Additional booths are \$450.00. Full payment must accompany contract. No refunds will be made if space is not used. Contract cancellation date is November 9, 2022. We cannot guarantee that your organization will be included in the printed program if your application is received after December 11, 2019. We cannot guarantee booth availability if your application is received after December 25, 2022. **IMEA Music Education Partners receive a 10% discount on their booth price.**

Exhibit Installation and Dismantling: Exhibits must be erected on Thursday, January 14, from 12:00 pm to 5:00 p.m. The complete display must be removed, boxed, or crated for shipment by the exhibitor immediately following the close of the Exhibit Hall (3:30pm on Saturday, January 18). You will have until 6:00 p.m. on that day to close your booth. **DO NOT BEGIN TAKING DOWN YOUR BOOTH UNTIL THE EXHIBIT HALL CLOSES.**

Equipment Supplied: IMEA will provide you with one (1) 2' x 6' draped table for each space, one (1) chair, (1) trash can, and one (1) identification sign for each exhibitor. Additional equipment such as chairs, floor covers, extra tables, and spotlights may be rented from the Grand Wayne Convention Center. Electrical, Internet, and telephone service must be secured through the Grand Wayne Convention Center. The Grand Wayne Convention Center has free wireless Internet. Your booth reservation also includes four (4) badges permitting conference entry.

Warehouse, Cartage, and Shipping: Ship packages to the Grand Wayne Convention Center no more than three days prior to the show. All exhibition materials should be addressed as follows:

Grand Wayne Convention Center
120 West Jefferson Blvd. Fort Wayne, IN 46802
Attn: WRITE YOUR SHOW NAME AND DATES
BOOTH #
EXHIBITOR'S NAME

IMEA may not be held responsible for shipments not received or damage incurred as part of the shipping or handling process.

Use of Space: All demonstrations or other sales must be confined to the exhibit booth. All aisle space must be free and clear of exhibitor materials. Exhibitors cannot use aisle space. No exhibitors shall share the space allocated without the knowledge and consent of the Exhibits Chair. No exhibitor shall obtain exhibit space anywhere outside the Exhibit Hall or exhibits area. Display shall not be placed in such a manner as to interfere with other exhibitors. Nothing shall be displayed at a height above the top of the backdrop. Sales by exhibitors will be permitted at the booths.

Fire Protection and Safety Laws: Table decorations must be fireproof. Electrical wiring must conform with the National Electrical Code Safety Rules. Failure to comply with these regulations is sufficient cause for the Exhibits Chair to cancel all or such part of the exhibit as may be irregular. Exhibitors are responsible for complying with all Federal, State and City laws. Smoking in exhibits is forbidden. Crowding will be restricted. No exhibitor shall bring into the facility any combustibles.

Distribution and Solicitation: Distribution of circulars and promotional materials is permitted only within the space assigned to the exhibitor. No firm, organization, or school sales representative not assigned space in the exhibit area is permitted to solicit business within or without the exhibit area. No literature may be distributed outside the exhibit area. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.

Restrictions in Operations of Exhibits: The Exhibits Chair reserves the right to restrict exhibits that, because of undue noise, method of operation, or for any other reason may become objectionable to convention attendees or other exhibitors. In the event of such restriction or eviction, the Indiana Music Education Association is not liable for any refunds of rentals or other exhibitor expenses. Headphones rather than speakers should be utilized for sound equipment. Careful attention should be paid to avoid excessive use of instruments by students.

Default in Occupancy: Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided for in the signed contract. If not occupied, such space may be possessed by IMEA for such purposes as it may see fit, in which case, the Exhibitor shall pay full rental for such space. Failure of enforcement of any provision hereof by IMEA shall not be deemed as a waiver with respect to such provision after demand by IMEA for strict performance of this agreement.

No Guarantee of Attendance: IMEA does not guarantee specific volumes or levels of attendance at the Event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

Rescheduling of Event Policy: Certain events can pre-empt a show. IMEA may reschedule an event. If an event is rescheduled all contracts and payments are binding to the rescheduled date. If the Exhibit is not held within five years of the original dates all Exhibit fees will be returned minus the costs and payments made by IMEA required to compensate management or the Facility for expenses incurred up to the time such contingency shall have occurred.

Acts of God, Fires, Strikes, Terrorism, etc.: In the event that any outside cause such as war, in or outside the United States of America, fires, strike, terrorism or Act of God such as: earthquakes, or other emergency prevents the Exhibit from being held, IMEA may retain such part of Exhibitor's rental as shall be required to compensate management or the Facility for expenses incurred up to the time such contingency shall have occurred.

Prizes and Giveaways: All prizes and giveaways that have not been picked up at Indiana Music Education Association main office within two weeks after the show become the property of IMEA.

Entire Contract: This instrument contains the entire Contract between the parties relating to the subject matter hereof. The parties have made no contracts, representations or warranties, relating to the subject matter hereof which are not set forth herein. No modification of this Contract shall be valid unless made in writing and signed by the parties hereto.

Choice of Law: This contract shall be governed by and construed in accordance with the laws of the State of Indiana.

Mutual Non-Disparagement: The parties agree that they will represent each other's business in a positive light and not disparage or in any way communicate to any person (including, but not limited to, any customer, vendor, sponsor or news media) any negative information or opinion concerning the business of the other party or the Event. In the event of the violation of this provision, the other party shall be entitled to injunctive relief (including a cease and desist order) and equitable relief (including damages for defamation and/or tortious interference with business relationship).

Assignment: The parties' rights and obligations under this Contract shall not assignable without permission of the other party.

Arbitration: In the event of any dispute between or among any of the parties concerning the construction or interpretation of this Contract or the performance or breach of any party, the dispute shall be resolved by binding arbitration subject to the rules and procedures of the American Arbitration Association then pertaining, except as follows:

- A. The site of arbitration shall be in Marion County, Indiana;
- B. There shall be three (3) arbitrators whose majority decision shall be final;
- C. The arbitrators shall be bound to apply and follow the laws of the State of Indiana as they exist by statute, court decision and otherwise and
- D. The arbitrators shall not be empowered to award attorney's fees, costs and expenses of arbitration to any party. Arbitration shall commence by the written demand of any party, served upon the other party as notice is required to be served under this Contract.

No Third Party Rights: These Exhibitors Regulations govern the conduct of exhibitors at the Event and are not to be construed as conferring any right or benefit upon any third party.

Sampling: All exhibitors must comply with sampling and alcohol policies of the facility at exhibitor's expense.

No Guarantee of Success: IMEA makes no express or implied warranty as to the success or profitability you will have from exhibiting, sponsoring or any other promotion you do at any event produced by IMEA.

Acceptance: This document shall not constitute a contract between the parties until acceptance by IMEA.

Additional Contract, Security, and Liability Information: The above regulations become a part of the agreement between the exhibitor and the Indiana Music Education Association. All parts not covered are subject to the discretion of the IMEA Exhibits Chair. By accepting the contract during the online registration, the Exhibitor assumes responsibility for all regulations and terms of the contract. The Exhibitor agrees to hold the Facility and IMEA harmless and blameless and will make no claim for any reason whatsoever, including negligence, against IMEA, its officers, agents, employees, or the lessors or owners of the Facility for loss, theft, damage or destruction of property, nor for any injury to it or its employees, agents, or invitees while in the Facility. Each Exhibitor shall hold themselves responsible to carry their own insurance coverage sufficient to insure against any possible liability.