

Rules and Regulations

1. SPONSORSHIP

The 2010 MTNA National Conference Exhibition is sponsored by Music Teachers National Association (MTNA), The Carew Tower, 441 Vine Street, Suite 3100, Cincinnati, Ohio 45202-3004.

2. ASSIGNMENT OF BOOTH SPACE

The initial assignment of booth space will be made on September 25, 2009, based on exhibitor requests. Contracts received after this date will be assigned spaces in the order received. Requests for specific booth locations will be honored to the extent possible. If two or more exhibitors request the same booth(s), a point system* will be used to determine booth assignment.

* A point will be given for each year a company has exhibited during the past ten years, and a point will be given for each booth the company has purchased during the past two conferences. Booth requests will be filled starting with the exhibitor with the most points and so on, until all duplicate requests have been assigned.

Specific requests by one exhibitor to be located adjacent to another exhibitor will be honored if they fall within the rules and regulations of MTNA. 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 which are operated in an objectionable manner and to prohibit and require the removal of any exhibit which 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 AND EXHIBIT HALL DEMONSTRATIONS

Thirty (30) 50-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 30, it may not be possible for MTNA to fill all requests. Showcase assignments are determined through a series of drawings to be held at MTNA headquarters. **All exhibitors who purchase showcases will be placed in the first drawing for a single showcase opportunity.** During the first series of drawings, no parent company shall receive additional showcases for wholly owned divisions or exclusively distributed companies until all individual showcase requests are honored.

If, after the first drawing, additional showcases are still available, a second drawing will be held. All exhibitors who have submitted an application for multiple showcases will be entered in this drawing. Drawings will continue until all showcase sessions have been filled. In no case will any exhibiting company receive more than one showcase per drawing. Fees for showcase requests not drawn will be refunded promptly.

Nine (9) 15-minute exhibit hall demonstrations are available during the conference. Exhibitors are permitted to purchase one demonstration opportunity per company. However, because demonstrations are limited to nine, it may not be possible for MTNA to fill all requests. Demonstration assignments are determined through a drawing to be held at MTNA headquarters. Fees for demonstration requests not drawn will be refunded promptly.

Showcases and exhibit hall demonstrations 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 21, 2010. 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 2010 MTNA National Conference Exhibit Hall officially closes Tuesday, March 23, 2010, 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 12:00 MIDNIGHT, Tuesday, March 23, 2010. 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

- 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.
- 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.
- 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.
- Reasonable sound levels must be employed in all exhibit booths. Earphones shall be employed for appropriate instruments.
- 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.**
- 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 or exhibit hall demonstrations, before November 3, 2009, the full amount less 10 percent for processing will be refunded. After November 3, 2009, Exhibitors who cancel will be refunded 50% of their payment provided that MTNA sells out all of the exhibit space at the exhibition.

In the event of cancellation of the 2010 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. 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 2010 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.