

# EXHIBIT CONTRACT IN-SERVICE CONFERENCE

## Pennsylvania Music Educators Association

April 22-25, 2009, Valley Forge Convention Center

Set-up: April 22, 9 a.m. to 4 p.m./Tear down: April 24 after close of exhibit hall

For PMEA USE: (Confirmation)

Date Rec'd \_\_\_\_\_

Space(s) \_\_\_\_\_

Payment Rec'd \_\_\_\_\_

Insurance Cert. Rec'd \_\_\_\_\_

Sponsor Member \_\_\_\_\_

We, the undersigned, do hereby make application for exhibit space as indicated below. We have read and understand that the General Regulations and instructions included in the Exhibit Prospectus are a part of this contract. Payment in full for space desired is enclosed. Cancellations must be made in writing. For cancellations prior to January 10, 2009, all monies, less \$100 service charge, will be refunded. **No refunds after January 10. All mail will be sent to the contact person named below.**

Please print or type:

FIRM NAME \_\_\_\_\_ Contact Name \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contact Address (if different) \_\_\_\_\_

Street

P.O. Box

City

State

Zip

City

State

Zip

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ Email \_\_\_\_\_

COPY FOR EXHIBIT LISTING IN CONFERENCE PROGRAM: (Description of products/services must be 10 words or less)

(One line) \_\_\_\_\_

### BOOTH CHOICES

(Indicate choices in different sections of the hall to facilitate space assignments)

1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_ 4th \_\_\_\_\_

ADJOINING SPACES: If it is necessary to have space adjoining that of a specific exhibitor, give name of firm \_\_\_\_\_

IF YOU WILL BE SELLING MDSE which the buyer carries out, check here \_\_\_\_\_. List your PA Sales Tax License number \_\_\_\_\_

### PAYMENT

(PMEA accepts all major credit cards)

RESERVE \_\_\_\_\_ booths SINGLE DOUBLE TRIPLE QUAD BOOTH Payment \_\_\_\_\_

Nonmember price, 8x10' \$695 \$1070 \$1320 \$1545

Sponsor Member, 8x10 \$600 \$975 \$1225 \$1450

Sponsor Membership \_\_\_\_\_ \$1000 Gold Member \_\_\_\_\_ \$500 Platinum Member \_\_\_\_\_ \$250 Bronze member \_\_\_\_\_ \$125 Sustaining Member Payment \_\_\_\_\_

(Valid for calendar year 2009)

ADDITIONAL BADGES \_\_\_\_\_ @ \$35 (Limit 2 per booth) Payment \_\_\_\_\_

Number

GRAND TOTAL ENCLOSED: \_\_\_\_\_

\_\_\_\_\_ Paying by Credit Card Type of Card \_\_\_\_\_ Credit Card # \_\_\_\_\_ Exp \_\_\_\_\_ Security Code \_\_\_\_\_

**MAIL WHITE AND YELLOW COPIES WITH CHECK OR CREDIT CARD PAYMENT TO: PMEA, 56 S. Third St., Hamburg, PA 19526**

### NAMES for COMPLIMENTARY BADGES (Must be filled in)

SINGLE SPACE (1) \_\_\_\_\_ TRIPLE SPACE (5) \_\_\_\_\_

(2) \_\_\_\_\_ (6) \_\_\_\_\_

DOUBLE SPACE (3) \_\_\_\_\_ QUAD SPACE (7) \_\_\_\_\_

(4) \_\_\_\_\_ (8) \_\_\_\_\_

ADDITIONAL BADGES PURCHASED

(1) \_\_\_\_\_ (2) \_\_\_\_\_

Indemnification clause: Exhibitor agrees to protect, save and keep the Pennsylvania Music Educators Association, the Valley Forge Convention Center, and the official service contractors forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Valley Forge Convention Center and the Pennsylvania Music Educators Association regarding the exhibition premises; and further exhibitors shall at all times protect, indemnify, save and keep harmless PMEA, the Valley Forge Convention Center and the official service contractors against and from any and all loss, cost damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including the exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof, and further exhibitor agrees to the statement of responsibility for liability and insurance as indicated in the General Regulations for Exhibitors.

**SIGNATURE IS REQUIRED:** \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_

**INSURANCE REQUIREMENT:**

Our INSURANCE Certificate is attached  Will be sent soon   
LETTER VERIFYING our responsibility for INSURANCE is attached

\_\_\_\_\_ We are sending the SPONSORED/SHOWCASE SESSION form to the Conference Program Chair before the June 23 deadline

## Rules Regulations and Requirements for Exhibitors

- A. MEMBERSHIP DUES:** Representatives of all firms who attend state music educator meetings for the purpose of contacting music educators are asked to be at least Sustaining Members of PMEA. Information explaining the benefits of membership is included in the exhibitor mailing.
- B. APPLICATION AND CONTRACT FOR SPACE:** Application for space is made by mail. Checks are payable to the Pennsylvania Music Educators Association (PMEA). PMEA also accepts all major credit cards. **INDEMNIFYING CLAUSE APPLIES AS STATED ON THE CONTRACT.**
- C. INSURANCE CERTIFICATE IS REQUIRED.** Include a copy of your company certificate of insurance or a letter acknowledging your responsibility for insurance to cover merchandise.
- D. CANCELLATION OF SPACE:** Cancellations must be made in writing. For cancellations prior to January 10, all monies less a \$100 service charge will be refunded. While cancellation notice is required, there will be no refunds after the January 10 deadline.
- E. SELLING AND PENNSYLVANIA STATE SALES TAX:** Selling is permitted on the Exhibit floor. Exhibitors are responsible for applicable state tax regulations. Exhibitors acknowledge and accept full and total responsibility for any and all business, privilege, amusement or other taxes which may be due under state, federal or local law as a result of their participation in the Pennsylvania Music Educators Association exhibition listed on this application for exhibit space. Identify intent to sell (see contract). If you will be selling merchandise which the buyer carries out, the state sales tax applies.
- F. SPACE ALLOCATION AND RESERVATION DEADLINES:** Priority space assignment procedure is identified in the exhibitor prospectus. After the priority date, assignments are made on a first come, first serve basis. The Exhibits Chair retains the right to assign booths and assignments are considered final once notification has been sent out.
- G. EXHIBIT FEES, SET-UP TIME AND SHOW HOURS:** Please refer to the exhibitor prospectus. For convenience of booth representatives, the hall will be open to them one hour prior to the scheduled exhibit hour.
- H. BOOTH PERSONNEL AND THE DISPLAY (LOSS OF SPACE ON OPENING DAY):** An attendant must be in charge (present) of each display during the hours the exhibit hall is open. Neighbors share this responsibility during a representative's brief absence. Violators will be suspended. If a space is not occupied by 2:00 p.m. on opening day, it may be reassigned or used for another purpose (no refund). Representatives who encounter emergency delays during the first day should inform the Exhibit Chair by phone. We look for maximum use of display space and ask for attractive arrangements of material. A booth with two or three piles of brochures and no representative is considered "empty."
- I. USE OF SPACE:** All demonstrational or promotional activity must be confined to the limits of the exhibit booth. No exhibitor shall share space allocated without the knowledge and consent of the Exhibit Chair. No exhibitor shall obtain space outside the designated area or move part of the display to a location in the hall which appears to be unoccupied such as row-ends or small open spaces near exits/entrances; exhibits are confined to the designated booth space. Exhibits shall not be expanded in any way, front, side or back. Displays shall not be placed in such a manner as to interfere with other exhibitors and must not block aisles. Nothing shall be displayed above the height of the backdrop. Floor lights or spotlights may be installed.
- J. SOUND LEVEL AND/OR OBJECTIONABLE EXHIBIT/PERSON:** The Exhibit Chair reserves the right to censure any exhibit which may be objectionable, detracting from the general character of the exhibit area as a whole, and if not corrected, reserves the right to prohibit or evict such exhibit. The Exhibit Chair reserves the right to eject any objectionable person/persons from the building. Said exhibit, person, persons, hereby hold PMEA and exhibit hall property owner harmless from, and waive any right, and/or claim for damage arising from said ejection. In event of restriction, eviction or ejection, the management is not liable for refunds or other expenses. Headphones rather than speakers should be utilized for video or other sound equipment. Careful attention should be paid to avoid excessive use of musical instruments by conferees in the booth, a source of annoyance to adjacent exhibitors.
- K. FIRE PROTECTION:** Table decorations must be fireproof. Electrical wiring must conform with National Electrical Code Safety rules. Failure to comply is sufficient cause for the Exhibit Chair to cancel all or such part of the exhibit as may be irregular. Exits, fire stations, and fire extinguishers must not be obstructed by exhibits. Exhibitors will comply with building fire regulations.
- L. SOLICITATION:** Disposition of circulars and promotional material is permitted only within the space assigned the exhibitor. No firm, organization or school sales representatives are permitted to solicit business within the exhibit area (meaning those who have not purchased space).
- M. NO SMOKING:** There will be no smoking in the exhibit hall area.
- N. CARE OF BUILDING, EQUIPMENT/STORAGE OF EMPTY CRATES:** Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building structure or furniture. Empty crates/cartons are not to be stored in the exhibit booth. Management will not be responsible for empty crates/cartons not marked properly for storage.
- O. SPECIAL SERVICES:** Arrangements for all special electrical service, carpenters, and additional equipment needs must be made through the appointed company according to instructions using the forms sent to exhibitors with the booth confirmation packet. Payment is the responsibility of the exhibitor.
- P. SHIPPING MATERIAL:** (Advance shipments are sent to drayage address, not exhibit property). All crates received must contain accurate information to insure proper delivery. Include your company name, booth number, show name with the address. Use two labels on each crate and mark your booth number legibly with waterproof markings. All personnel staffing your booth must know how and when shipments were made, in case a problem should arise. In the case of lost or delayed exhibit material, procure a sign from the Exhibit Service Desk to hang in your space which reads, "The material for this exhibit has been delayed in transit." Exhibitor should staff this booth until exhibit arrives or request Show Service to convert space into a lounge. **BILL OF LADING** should be written, detailing number of pieces, weight, classification, etc. If extremely large, cumbersome equipment is included in a display, the Service Contractor should be aware of it so that plans can be made to set it in advance.
- Q. SECURITY:** Reasonable security is provided. The management will use reasonable care to protect exhibitors from loss and will have watchmen on duty during those periods when the exhibit is not open to the conferees. Attention is called to a difficult security period: the time between arrival at the exhibit hall and delivery to the individual booths. Booth personnel should be alert prior to the show as well as during dismantling. It is suggested that exhibitors remove small display articles and/or cover the entire display with a cloth during the time exhibits are closed.
- R. DISMANTLING BEFORE CLOSING TIME IS STRICTLY PROHIBITED.** In signing the contract, exhibitors agree thereby to hold booth intact and remain in compliance with the schedule. This is a PMEA REGULATION, A MUSIC INDUSTRY CONFERENCE REGULATION AND A STRONG EXHIBIT HALL REGULATION. Violation of this regulation may result in a company being prohibited from exhibiting at future PMEA conferences.
- S. REGULATIONS AND AGREEMENT CONTRACT.** Above regulations become a part of the agreement between the Exhibitor and the Pennsylvania Music Educators Association. Items not covered are subject to the decision of the Exhibit Chair and PMEA's Executive Committee.