



Missouri Music Educators Association

A Federated Association of the National Association for Music Education

EXHIBITORS AGREEMENT INFORMATION

The following information outlines the agreement between the Missouri Music Educators Association and its annual conference exhibitors. This agreement will be included in the official 2023 Exhibitor Application Materials and must be acknowledged upon acceptance to exhibit at the 2023 MMEA In-Service Workshop/Conference.

PURPOSE: The purpose of the exhibits component of the annual MMEA Conference is to disseminate resources and product information between vendors/exhibitors and music educators in order to stimulate growth and excitement in music education.

1. APPLICATION TO EXHIBIT

- a. All applications to exhibit at the annual MMEA In-Service Workshop/Conference are to be submitted through the MMEA Website (mmea.net).
- b. A financial deposit equal to the cost of one (1) exhibit space must accompany all applications. This deposit will apply to final payment upon acceptance as a conference exhibitor.
- c. Applications to exhibit may be made online from **September 15, 2022** through **October 15, 2022**.
 - i. Applications, with deposit, received after the October 15 deadline will be placed on a waiting list to be considered upon space availability.

2. NOTIFICATION AND ACCEPTANCE TO EXHIBIT

- a. MMEA will notify accepted vendors *beginning* on November 15, 2022.
 - i. All vendors submitting online applications on or before the deadline of October 15, 2022 will be notified of acceptance status no later than December 1, 2022.
- b. Upon acceptance to exhibit, vendors will be required to complete the following process to finalize the MMEA Exhibitor Agreement:
 - i. Acknowledge acceptance of the terms of agreement.
 1. MMEA will provide an electronic agreement document to be signed upon notification of acceptance.
- c. Accepted vendors will complete the following (online) on or before **January 6, 2023**.
 - i. Submit name badge information for the company representatives that will be attending the conference.
 - ii. Provide payment for additional name badges, if requested.
 - iii. Provide payment of any balance due of exhibit fees
(Applies to vendors assigned two or more spaces.)

3. ASSIGNMENT OF EXHIBIT SPACE

MMEA assigns exhibit space in the manner most conducive to the *purpose* of its exhibits area. To best achieve this *purpose*, MMEA will adhere to the following assignment policy:

- a. Assignment of exhibit space will be made from applications submitted with deposit payment and received on or before the **October 15, 2022** deadline, based on the following criteria (not necessarily in this order):
 - i. date of receipt of online application
 - ii. history of conference participation
 - iii. previous compliance with the contractual agreements
 - iv. amount of square footage requested
 - v. rotation of preferred visibility locations

- b. Assignment of exhibit space for applications received after **October 15, 2022** will be based on the above criteria, but on a secondary priority.
- c. MMEA has authority to reassign the exhibit space of an exhibitor if deemed to be in the best interest of the Conference.
- d. MMEA reserves the right to select exhibit types that reflect diversity and balance of offerings for our conference attendees.

4. REPRESENTATIVE NAME BADGES

- a. Exhibitors will receive name badge information upon confirmation of acceptance.
- b. MMEA encourages the responsible use of badges; badge transference, badge swapping and attendance in the exhibit area without a proper badge is prohibited.
- c. Attendees that are serving under a teaching contract must be registered for the conference as an active member and may not attend the conference exclusively as a vendor representative.***
- d. All badges are the property of MMEA and must be surrendered upon demand by an official representative of MMEA.

5. EXHIBIT SPACES

Regulations governing use of assigned exhibit space include:

- a. Exhibitors may set up displays on **Wednesday, January 25, 2023, after 12 noon.**
- b. The exhibition hall will be open for conference attendees as follows:
 - i. **Thursday, January 26: 9:00 a.m.-- 5:00 p.m.**
 - ii. **Friday, January 27: 9:00 a.m. – 5:00 p.m.**
 - iii. **Saturday, January 28: 9:00 a.m. – 12 noon**
- c. In order to maintain the integrity of the exhibits area throughout the conference, exhibitors may not dismantle any portion of exhibit space prior to **12 noon on Saturday, January 28.**
- d. The MMEA exhibit area is limited to companies that have contracted for exhibit space.
- e. Non-exhibitors will not be permitted to demonstrate products or distribute promotional materials.
- f. No exhibitor shall share or sublet an assigned exhibit space to another company unless approval has been obtained in writing from MMEA.
- g. Exhibitors may exhibit only products for which they are authorized distributors.
- h. Displays will conform to the size of their contracted exhibit spaces. (Exhibit spaces are 8'X8')
 - i. Exhibitors will not cause aisle congestion nor obstruct or interfere with other exhibits.
 - ii. Exhibitors will not place signs outside their exhibit spaces.
 - iii. Exhibitors will not exhibit in any area outside their assigned spaces.
- i. Merchandise or products may not be removed from the exhibit area without an official receipt from the exhibitor.
 - i. The receipt should include the company logo, the date and the initials or signature of the exhibitor.
- j. Exhibitors causing damage to the facilities will be held responsible and will be charged accordingly.
- k. Exhibitors will adhere to all rules and regulations. Should an exhibitor fail to comply with the rules and regulations, MMEA may remove the offending exhibitor, and all rights to exhibit at future MMEA conferences will be forfeited by said exhibitor.

6. CANCELLATION/REFUNDS

- a. In the event of a cancellation of the MMEA In-Service Workshop/Conference due to causes beyond the control of MMEA, the MMEA Board of Directors shall determine an equitable basis for refunds of exhibit fees received once the payment of all conference expenses have occurred.
- b. No refunds of exhibitor fees will be awarded if the *vendor* cancels after acceptance and payment of deposit/fees have been paid and received.

7. LIABILITY

The exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from and/or arising in connection with the exhibitor's participation of presence at the MMEA Conference.

- a. MMEA, its officers and members, are not responsible for any acts or representations of Exhibitors or their representatives, nor for Tan-Tar-A or its representatives.
- b. MMEA shall have full power to interpret, amend and enforce all rules and regulations of this agreement. All decisions are binding on the exhibitor. In the event that any provision of this agreement becomes invalid, this agreement shall continue in full force without said provision.

Limitation of Liability: Exhibitor expressly assumes all responsibility, liability and risk associated with, resulting from, or arising in connection with Exhibitor's participation of presence at the Conference, including, without limitation, all risks of theft, loss, harm, damage, or injury to Exhibitor, whether caused by negligence, intentional act, accident, acts of God or otherwise through the duration of the Conference. Exhibitor agrees that to the maximum extent permitted by law, Conference Management, Hotel and the facilities and their officers, agents, materials, goods and wares (collectively "property") belonging to Exhibitor, and they are released from liability for any damage, loss, or injury to person or property of the Exhibitor or its officers, employees, agents, representative, invitees and guests, resulting from fire, storms, threats or any other casualty or causes whatsoever. In no event will Conference Management, Hotel or the Exhibition Facility or their respective owners, directors, officers, employees, agents, or representatives be liable for any consequential, indirect, special, punitive, or incidental damages of any nature or for any reason whatsoever whether or not apprised of the possibility of any such lost profits or damages. Conference Management's maximum liability under any circumstance whatsoever will not exceed the amount actually paid to Conference Management by Exhibitor for exhibit space rental pursuant to this Contract. Conference Management makes no representations or warranties, expressed or implied, regarding the number of persons who will attend the Conference or regarding any other matters.