2020 Exhibit Contract
WMEA 47th Annual State Conference
Yakima, Washington | Convention Center | February 14-15, 2020

Section 1 – Company Identification:
Please indicate contact information for the person responsible for making all arrangements.
Legal Company Name

Contact Information (to whom and where WMEA should send correspondence)
Primary Contact ________________________________________________________________E-mail ________________________
Address __________________________ City/State/Zip ______________________________
Phone __________________________ Fax _________________________________Website _______________________

Section 2 – Exhibitor Profile for Program:
Exhibitor profiles MUST be received on or before December 1, 2019, to be listed in the official conference program.
Please list information here as you wish to have it appear in the program: (indicate SAME for information which is the same as listed above).

Company name _______________________________________________________Website _____________________________________
Representative ________________________________________________________Position _____________________________________
Address __________________________ City/State/Zip ______________________________
Phone _________________________________________________________________E-mail ______________________________________

Product/Service Description: Describe your company’s product/service in 30 words or less with brief statements of facts. WMEA reserves the right to edit copy.
________________________________________________________________________________________________________________
________________________________________________________________________________________________________________

Booth Identification Sign: Please limit to 30 characters per line–company name and city or website (no “advertising product” per se).
________________________________________________________________________________________________________________
________________________________________________________________________________________________________________

Section 3 – Exhibit Space Selection:
Please indicate location preferences. If requesting two or more booths, list each group as a choice. Refer to the Exhibit Floor Plan and Exhibitor Prospectus for further details. Requests will be accommodated based on the assignment of space as stated in the Exhibitor Prospectus.

First Choice __________________ Second Choice __________________ Third Choice __________________ Fourth Choice __________________

Please try to locate us NEAR: ____________________________________________________________
Please try to locate us AWAY from: _______________________________________________________

Contact
Mario Brown
WMEA Conference Exhibits Manager
19105 36th Ave W Suite 213, Lynnwood, WA 98036
425-776-1795 (FAX) | 425-712-WMEA | 800-324-WMEA
exhibits@wmea.org | www.wmea.org

For use by WMEA Exhibit Management Only
Date Received ____________________________ Member Yes No
Section 4 – Exhibit Rules and Regulations

Please read the following carefully, since these rules and regulations are part of the Exhibit Contract. Refer to the Exhibitor Prospectus for exhibit facts and schedule, application procedures and assignment of space and restrictions on the use of space. NOTE: No refunds will be granted for any reason if the space purchased is cancelled after December 1, 2019. The exhibits at the 47th annual WMEA Conference are provided by the Washington Music Educators Association, 19105 36th Ave W Suite 213, Lynnwood, WA 98036 (425-712-WMEA).

CONTRACT FOR SPACE

This Exhibit Contract is an application by a firm (the Exhibitor) for booth space reservation and assignment at the 47th annual WMEA State Conference (the Conference), produced by the Washington Music Educators Association (WMEA).

ELIGIBILITY

1. Any firm that provides products or services directly related to the field of music education and whose representatives attend NAfME and state conferences for the purpose of contacting educators may exhibit at the Conference.
2. Eligible firms have the option of joining as a WMEA Associate Member to receive a discount on booth space fees. The fee for such membership is in addition to the cost incurred for exhibit space at the Conference.
3. All exhibiting firms receive one listing in the Conference’s official program if they have registered and paid in full by the publication deadline of December 1. Exhibiting firms that are also WMEA Associate Members receive additional recognition.

EXHIBIT SCHEDULE

1. The exhibit schedule is determined by the conference planning committee and is given in the Exhibitor Prospectus.
2. WMEA reserves the right to change the exhibit schedule with notification of any change sent to all participating exhibitors.

BOOTH INSTALLATION

1. Installation may not begin before the time indicated in the final printed notification from LCD Exposition Services (the Decorator) and must be completed prior to the deadline specified in the notice.
2. An Exhibitor seeking to utilize the services of a contractor other than the Decorator for exhibit setup or dismantling or other services in connection with exhibiting at the Conference must submit a written request and an original certificate of insurance to WMEA by December 31, 2019. Such requests will be granted at WMEA’s sole discretion on a case-by-case determination.
3. Any space not claimed and occupied by the closing time of the official move in indicated in the final printed notification may be reassigned without refund of rental paid.
4. If exhibit materials are delayed or lost in transit, the following procedures apply:
   a. The WMEA exhibit manager must be notified.
   b. The Exhibitor must either set up a table and staff the booth or procure a sign to hang in the space which reads, “The material for this exhibit has been delayed in transit.”
5. Exhibits not set up by the closing hour of the official move-in time will not be permitted to set up unless a mutually-agreeable time can be determined between the Exhibitor, the Decorator and WMEA.
6. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to any property of the convention facility.
7. The cost to repair any damage by an exhibitor, its employees or representatives to the Yakima Convention Center will be billed to and paid by the Exhibitor.
8. Exhibitors are required to bring children under the age of sixteen onto the exhibit floor during Exhibitor move in and move out.
9. At no time, either in the exhibit or outside any sound room, may the sound level exceed 85 decibels. Sound rooms are required for any demonstrations which exceed 85 decibels. Doors to sound rooms must be kept closed during demonstrations. Exhibitors are required to post a warning that sound levels within the sound room may be harmful.
SALES AND ORDER TAKING
The Conference exhibits are conducted to facilitate sales, order taking and the exchange of product information, and to encourage the support of music education. Sales and order taking are permitted in the Conference’s exhibit hall only. Vendors and suppliers who have not rented exhibit space are not allowed to sell or take orders, display products or services, distribute literature or solicit business anywhere in the convention center or other conference venues. This includes the Exhibit Hall, registration area, meeting rooms, concert venues and rehearsal spaces. Exhibitors are responsible for securing the proper licenses and collecting and paying applicable local and state taxes.

INSURANCE
1. WMEA and its officers, directors, trustees, employees and agents, as well as the Conference’s official service contractor and the convention venues are not responsible for the safety of the property of the Exhibitors from theft or damage by fire, accident or other causes. Exhibitors are strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed. Exhibitors should give special attention to the time period between arrival at the exhibit building and delivery to the individual booths as a particularly difficult security period. No responsibility is assumed for goods delivered to the exhibit area before the designated exhibitor setup day or for unpacked materials left in the exhibit area after the official closing of the exhibits.

2. The Exhibitor is required to maintain the following insurance coverages: Commercial General Liability, Products/Completed Operations, Personal Injury and Automobile Liability (if company-owned or leased vehicles will be delivering items to the show site) with minimum limits of not less than $1,000,000; Fire Legal Liability with a minimum limit of $50,000; and medical payments with a minimum limit of $5,000. In addition, coverage must be maintained for property insurance for Exhibitor’s goods, wares, merchandise, chattels and any other property (i.e., transit from factory or warehouse to the exhibition hall while stored or exhibited, and returned to the Exhibitor’s premises). The Exhibitor must make provisions for the safeguarding of such Exhibitor’s goods, wares, merchandise, chattels or property, since WMEA shall not be liable for any injury thereto. The Exhibitor will provide copies of insurance policies or certificates of insurance upon request by WMEA. The Exhibitor agrees to waive all claims against WMEA, its officers, directors, agents and employees, the Yakima Convention Center, and the city of Yakima for any and all claims, demands, defense costs, liabilities, expenses or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to the Exhibitor or the Exhibitor’s owners, employees, contractors, representatives, patrons, goods or attendees, or injury to any such personnel for which the Exhibitor indemnifies WMEA, excepting that portion of such claims, demands, defense costs, liability, expense or damages arising out of the sole gross negligence or willful misconduct of WMEA.

FIRE PROTECTION
1. All exhibits must comply with all fire regulations and are subject to approval by the local fire authorities.
2. Exits, fire stations and fire extinguisher equipment must not be obstructed.
3. If inspection indicates that any exhibitor has neglected to comply with fire regulations or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of the exhibit that is irregular, unless the exhibitor immediately corrects the problem.
4. Fire regulations prohibit storage of empty crates and cartons anywhere in the exhibit area.

DISMANTLING
1. The Exhibitor agrees by signing this Exhibit Contract not to disturb, dismantle or remove the exhibit from the designated exhibit space until after the official closing of the exhibits. Early tear-down and dismantling is prohibited, and failure to observe this rule may result in a fine of $500 and jeopardize future space assignment for the Exhibitor at future WMEA-managed conferences.
2. All exhibits and goods must be packed and ready for shipment immediately following the official closing of the exhibits.
3. All exhibiting firms must be cleared out of the Exhibit Hall within two hours of closing unless granted an exception in writing.

INTELLECTUAL PROPERTY
By executing the Exhibit Contract, the Exhibitor represents and warrants to WMEA that the Exhibitor owns or validly possesses the right to make, use, perform, sell and display any patented products, copyrighted works, trademarks, service marks and trade names (collectively, “Intellectual Property”), as the case may be, used by the Exhibitor at or to promote its activities at the Conference. Breach of the foregoing warranty shall be grounds for immediate revocation of the right to exhibit, without notice, hearing or refund. The Exhibitor acknowledges that WMEA is relying upon this representation and warranty and has no obligation to monitor the uses and displays of Intellectual Property at the Conference or to conduct an independent investigation of the status of rights to any Intellectual Property.

FORCE MAJEURE
Force Majeure Events are as follows: fire, explosion, earthquake, storm, flood or other weather, natural disasters, unavailability of necessary utilities, transportation or housing, strikes, law, act, order, proclamation, decree, regulation, ordinance or instructions of government of other public authorities, judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this contract), acts of terrorism or other causes beyond WMEA’s reasonable control (including situations in which such events or causes are reasonably expected to cause a significant proportion of the persons otherwise expected to attend the Conference to decide not to attend). In the event WMEA cancels the Conference Exhibits due to one or more Force Majeure Events, the parties agree that it would be difficult to determine with certainty the amount of the Exhibitor’s damages from such cancellation. In the event WMEA cancels the entire exposition of the Exhibitor’s Exhibit Contract due to a Force Majeure Event, the parties agree that WMEA will pay to the Exhibitor as liquidated damages and not as a penalty a sum equal to the amount already paid by the Exhibitor to WMEA for the cost of the assigned space, and such liquidated damages shall be WMEA’s sole liability to the Exhibitor. In the event WMEA cancels the Conference Exhibitors of the Exhibitor’s Exhibit Contract as to the portion of the exhibit period due to a Force Majeure Event, the amount of such liquidated damages shall be prorated according to the number of hours of open exhibit operation during which the Exhibit Contract becomes ineffective.
Section 5 – Regulations and Contract:

1. Exhibitors are cautioned to observe the rules and regulations provided herein and in the Exhibitor Prospectus. Should any exhibitor fail to comply with these or any other posted or published rules and regulations or any amendments thereto, WMEA may require immediate removal of the exhibit of the offending Exhibitor, who may at WMEA’s election forfeit all rights to exhibit at future WMEA shows, together with all fees and rentals paid. WMEA may assign any space so forfeited to another exhibitor.

2. Exhibit or conduct by the Exhibitor which WMEA determines, in its sole discretion, are likely to constitute a violation of state or federal law or criminal activity shall be prohibited, and WMEA shall have the right, upon such determination, to require immediate removal of the exhibit of the offending Exhibitor (who will forfeit all rights to exhibit at future WMEA shows together with all fees and rentals paid), and/or to confiscate any illegal material or property in possession of the Exhibitor. The Exhibitor agrees that WMEA shall have no liability in connection with the foregoing.

3. The Exhibitor agrees not to photograph, video tape, depict or record for commercial or noncommercial use the Conference Exhibits unless given express written permission by WMEA. The Exhibitor authorizes WMEA and its licensees to photograph, video tape, depict or record for any use the Conference Exhibits (including Exhibitor’s exhibit, events and attending representatives).

4. The Exhibitor agrees to protect, save and keep WMEA and its officers, directors, trustees, employees and agents, as well as the Conference’s official service contractor and the management of the Yakima Convention Center, 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 Yakima Convention Center and WMEA regarding the exhibit premises; and further Exhibitors shall at times protect, indemnify, save and keep harmless WMEA, the Yakima Convention Center and the official service contractor against and from any and all loss, cost damage, liability or expenses arising from or out of or by reason of any third party of Intellectual Property at or in connection with the Conference.

5. The Exhibitor covenants not to sue, file or maintain any action in law or in equity against WMEA or any WMEA personnel alleging that any use or display by any third party of Intellectual Property at or in connection with the Conference infringes or otherwise violates any right or title held by Exhibitor or any of its officers, directors and owners.

6. Exhibitor expressly agrees to assume all risk, and to indemnify, defend and hold harmless WMEA and WMEA personnel from and against any and all claims, demands, defense costs, liability expense (including attorney’s fees) or damages of any kind of nature arising out of or in connections with injury of, or damage of or loss of any property belonging to Exhibitor or the Exhibitor personnel, excepting that portion of such claims, demands, defense costs, liability, expense or damage arising out of the sole negligence or willful misconduct of WMEA.

7. WMEA shall have full power to interpret and enforce all Rules and Regulations contained herein, and full power to amend these and to make such additional Rules and Regulations as shall be necessary for the proper conduct of the Conference Exhibits. All such decisions shall be binding upon each Exhibitor. Should any party retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, if such matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred therein, including, but not limited to, reasonable attorney’s fees.

8. This agreement and performance herein shall be construed and governed by the laws of the State of Washington without giving effect to conflict of laws and principles. Any action or claim related to this agreement or performance herein shall be brought in the federal or state courts in Washington state, and each party submits to the jurisdiction of such courts and agrees that any such action or claim may be brought in such courts. All remedies at law and at equity shall be available to either party.

9. These Rules and Regulations become a part of the contract between the Exhibitor and WMEA. All points not covered are subject to the decision of WMEA.

10. WMEA reserves the right to evict any Exhibitor found in violation of these Rules and Regulations and the Exhibitor procedures set forth in the Exhibitor Prospectus. In the event of such eviction, WMEA is not liable for any refunds of rentals or other expenses.

Method One: Deposit

Check this box if you are starting with a security deposit

Card Number: ________________________________
Expiration Date: _____/_______
Name on card: ________________________________
Authorized Signature: ________________________

By signing this Exhibit Contract, the exhibiting firm hereby agrees to all terms, regulations and conditions set forth in all pages of this Contract and in all pages of the Exhibitor Prospectus.

Authorized Signature _________________________ Date ______________
Print Name _________________________________ Title ____________________

WMEA Exhibit Contract 2020

Two ways to pay!

Method One: Deposit

Check this box if you are starting with a security deposit

Card Number: ________________________________
Expiration Date: _____/_______
Name on card: ________________________________
Authorized Signature: ________________________

Method Two: Pay-in-full

First: Please check the box if you are paying in full.

Check “yes” or “no” for each of the dis

Note: $300 for each booth is required now. On December 1, 2019 will have an addtional $25 per booth charge added for processing.

Do not send cash. Make checks payable to WMEA. Complete the credit card information or call the office. Or send a Purchase Order. All funds must be paid in United States currency.

Mail or fax signed contract with booth payment to

Mario Brown
Conference Exhibits Manager
19105 36th Avenue West Suite 213
Lynnwood WA 98036
(D) 425-678-1500
(M) 425-712-9632

Please note

• $300 is due now...per booth.
• The balance is due on or before December 1, 2019.
• Any booth NOT paid in full by December 1, 2019 will have an additional $25 per booth charge added for processing.
Method Two: Paying in Full

PREMIUM BOOTH

Base Price $700
Number of Booths X____
Subtotal Price $____

for office use only
Membership Discount ($100 x booths) -____
Early Bird Discount ($50 x booths) -____
Exhibitor Discount ($50 x booths) -____

TOTAL DUE: $___________

STANDARD BOOTH

Base Price $600
Number of Booths X____
Subtotal Price $____

for office use only
Membership Discount ($100 x booths) -____
Early Bird Discount ($50 x booths) -____
Exhibitor Discount ($50 x booths) -____

TOTAL DUE: $___________

Please complete this page by selecting either premium or standard. We will calculate any discounts that are available and charge the correct price. The discounts are listed on the right for your reference.

Card Number: ________________________________
Expiration Date: ____/____
Name on card: ______________________________
Authorized Signature: ________________________

SECTION 8 – CONTACT INFORMATION AND AUTHORIZATION: By signing this Exhibit Contract, the exhibiting firm hereby agrees to all terms, regulations and conditions set forth on all four pages of this Contract as well as in the Exhibitor Prospectus.

Authorized Signature _________________________ Date __________
Print Name _________________________________ Title ___________

Do not send cash. Make checks payable to WMEA, use a credit card (see Section 7 below) or attach a valid Purchase Order. All funds must be paid in United States currency.

Mail or fax signed contract with booth payment to
Mario Brown
Conference Exhibits Manager
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Lynnwood WA 98036
(D) 425-678-1500
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