

EXHIBIT CONTRACT

MENC

41ST BIENNIAL NORTHWEST DIVISION CONFERENCE

managed by the Washington Music Educators Association
and held in conjunction with the

WMEA

36TH ANNUAL STATE CONFERENCE

Spokane, Washington Convention Center—February 12-16, 2009

Exhibits, February 13-14



Alaska



Idaho



Oregon



Montana



Washington



Wyoming



Company MENC or WMEA Membership
MENC Corporate or WMEA Associate ID #

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 received on or before December 31, 2008, will be listed in the official conference program. Exhibitor profiles received later may be listed in the addendum, depending on space available.

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 _____ Alphabetize under letter _____

Representative _____ E-mail _____

Address _____ City/State/Zip _____

Phone _____ Website _____

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: _____

Be sure you complete
all information on pages
one and four. Then sign,
date and return the con-
tract to WMEA.

Keep
a copy
for your
records.

Mail or fax signed contract
with booth payment to

Gayla Stewart

Conference Exhibits Manager
WMEA, Post Office Box 1117
Edmonds WA 98020-1117
425-776-1795 (FAX)

For additional
information:

425-771-7859
800-324-WMEA
exhibits@wmea.org
www.mencnw.org

For use by WMEA Exhibit Management Only

Contract # _____ Member Yes No Date Received _____ Space Price _____ Booth(s) _____

Payment Type _____ Discount _____ Amt Received _____ Balance Due _____ Balance Paid _____

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 uses of space. The exhibits at the 41st biennial MENC Northwest Division Conference and 36th annual WMEA Conference are provided by the Washington Music Educators Association, PO Box 1117, Edmonds, Washington 98020 (425-771-7859).

CONTRACT FOR SPACE

This Exhibit Contract is an application by a firm (the Exhibitor) for booth space reservation and assignment at the 41st biennial MENC Northwest Division Conference/36th 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 MENC and state conference for the purpose of contacting educators may exhibit at the Conference.
2. Eligible firms have the option of joining as an MENC corporate member or a Northwest Division state associate or institutional 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 firm receive one listing in the Conference's official program if they have registered and paid by the publication deadline. Exhibiting firms that are also Corporate Members of MENC or Institutional or Associate Members of a participating state association 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 as 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 services 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, 2008. 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 as 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 Spokane Convention Center will be billed to and paid by the Exhibitor.



CONSTRUCTION OF EXHIBITS AND USE OF SPACE

1. Along side walls, no perpendicular obstruction 8' or more in height may extend forward more than 50% of the distance from the back wall, and none over 4' in height may extend forward for the remaining space to the front of the booth.
2. Exhibits must conform to the size of the space and must be arranged so as not to obstruct the view or interfere with other exhibits. An exhibitor proposing an exhibit consisting of materials other than or in addition to pipe and drape or exceeding 8' in height must first submit drawings or schematics of the proposed design by December 31, 2008, to WMEA for approval.
3. Crossover or area displays and island exhibits will be permitted in areas designated by the WMEA exhibits manager. Exhibitors in these areas are free to use conventional exhibits, with or without back walls, so long as they conform to the following special requirements:

Crossover or Area Displays – Two 8' high exhibits facing each other across an aisle. This type of exhibit may be connected by one or two Exhibitor name signs (maximum height: 18" sign with 12" lettering) which bridge the two exhibits at a level 8' high at the sign base. Display items may not obstruct the aisle. Center and end panels may be set at 8' in height for a distance of 5' from the back, and side walls must be finished.

Island Exhibits – Four open aisles surrounding the exhibit. This type of exhibit must limit any walls or display items to 8' in height with the length of walls or items not to exceed one-half of the depth and width of space in any given direction. Center and end panels may be set at 8' in height for a distance of 5' from the back, and all walls must be finished. The forward 5' may be solid at a maximum height of 4".

4. Exhibitors are required to finish all walls and structural elements if such structural elements are exposed and visible from an adjacent exhibit or from any angle of visitors' view. Corporate identification copy will not be permitted on the exposed area adjacent to a neighboring exhibit.
5. Table coverings must be flameproof and extend down far enough to screen anything under the table, but must clear the floor to meet fire regulations.
6. The Exhibitor, its employees and its representatives shall not engage in any display, publication, performance or other activity which is in conflict with any federal, state or local law, regulation, rule or ordinance.
7. Helium balloons may only be used in a display if the Exhibitor has received prior written approval from WMEA and from the convention center officials.
8. Exhibitors agree not 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 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 Spokane Convention Center, and the city of Spokane for any and all claims, demands, defense costs, liabilities, expenses or damages of any kind or nature arising out of or in connections with damage to or loss of any property belonging to the Exhibitor or Exhibitor's owners, employees, contractors, representatives, patrons, guests 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 forthcoming WMEA 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 by 11:30 PM Saturday, February 14, 2009.

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 or hearing. 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 of 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 Exhibits 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* is canceled relative to the total number of hours of open exhibit operation scheduled at the time the *Exhibit Contract* becomes effective. The total hours of open exhibit operation currently expected is 11.5 hours.

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 Spokane 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 Spokane Convention Center and WMEA regarding the exhibit premises; and further Exhibitors shall at times protect, indemnify, save and keep harmless WMEA, the Spokane 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 said Exhibitor's occupancy and use of the exhibit premises or a part thereof, and further the

- Exhibitor agrees to the statement of responsibility for liability and insurance.
5. The Exhibitor covenants not to sue, file or maintain any action in lay 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 for nature arising out of or in connections with injury of, or damage of or loss of any property belonging to, Exhibitor of 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.

SECTION 6 – BOOTH SPACE REQUEST AND AGREEMENT: See Exhibitor Prospectus for booth price information. Total payment amount for the booth space requested or a deposit of \$300 per 10'x10' space **MUST ACCOMPANY** this contract. The balance will be due by December 1, 2008, or a \$25 processing fee will be added and the exhibitor will be invoiced. Contracts sent after November 1, 2008, must include full payment. No exhibiting firm will be allowed to set up until all fees have been paid in full.

TYPE OF BOOTH DESIRED (circle) A B C

Total Amount Enclosed _____ x _____ = _____
Number of booths desired Cost per 10'x10' see Exhibitor Prospectus TOTAL DUE

OR Deposit Enclosed _____ x **\$300** = _____
Number of booths desired Deposit amount DEPOSIT

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

SECTION 7 – COMPLETE IF PAYING BY CREDIT CARD:

MasterCard VISA Amount: \$ _____ *

* If paying a deposit, should WMEA charge the same card for the balance on December 1, 2008, or should WMEA invoice the balance due (\$25 invoicing fee added)?

Use card Invoice

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 _____

Mail or fax signed contract with booth payment to
Gayla Stewart
 Conference Exhibits Manager
 WMEA, Post Office Box 1117
 Edmonds WA 98020-1117
 425-771-7859 • 800-324-WMEA
 425-776-1795 (FAX)