

TMEA EXHIBIT RULES AND REGULATIONS

PURPOSE

The Texas Music Educators Association Clinic/Convention is undertaken by the sponsoring organization primarily for its members, comprised of the following five divisions: 1) Band, 2) Orchestra, 3) Vocal, 4) Elementary, and 5) College.

TMEA Clinic/Convention shall:

- Provide professional growth opportunities
- Encourage interaction among music education professionals
- Foster public support for music in schools
- Offer quality musical experiences for students
- Cultivate universal appreciation and lifetime involvement in music
- Develop and maintain productive working relationships with other professional organizations.

ELIGIBILITY

Reputable firms and organizations are invited to exhibit products that appear in the “Product Category” section of the application. TMEA, in its sole discretion, will determine whether a prospective exhibitor is eligible to participate in the TMEA Clinic/Convention. TMEA reserves the right to refuse to provide exhibit space to any group not compatible with the general character and objectives of the TMEA Clinic/Convention.

All exhibitors are required to become Sustaining Members of TMEA via annual dues.

COMPLIMENTARY EXHIBITOR SERVICES

- 8’ high back drape, 3’ high side drape
- (1) 8’ undraped table and (2) folding chairs
- A 7”x44” one-line identification sign
- A full listing in the Convention Program
- A full listing in the Convention Mobile App
- A full listing on the online interactive exhibit hall map
- A full listing on the website “Exhibitor Member Directory”
- The opportunity to submit clinic proposals for the Convention
- Perimeter guard service on a 24-hour basis in the exhibit area
- Opportunity to purchase all or part of the membership database.
- Three (3) personnel badges per 10’ x 10’ booth reserved (additional badges may be purchased for \$50.00 each)
- Show logo for promotional use (subject to restrictions)

CHARGEABLE EXHIBITOR SERVICES

- Booth furniture/carpet/decorations
- Electrical Service
- Skilled Labor (carpenters/decorators/plumbers)
- Audiovisual Rental
- Booth Signage other than complimentary ID sign
- Cleaning Services
- Floral/Plantscaping Services
- Telephone Service
- Rental Exhibits
- Drayage

OFFICIAL SHOW DECORATOR

Freeman Decorating Company is the Official Show Decorator. A link to the official Exhibitor Service manual will be sent to all exhibitors.

SHOW LOGO

As a TMEA exhibitor, you may use the official show logo to promote your attendance at the TMEA Clinic/Convention, subject to restrictions. Said logo will be sent to all exhibitors.

COPYRIGHT LICENSE(S)

Exhibitor must obtain own license for copyrighted work (such as music or literature) used in the exhibit space and will indemnify and defend TMEA against any claims or suits alleging copyright infringement for the use of copyrighted work by the exhibitor.

ASCAP, BMI and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music.

UNCLAIMED BOOTH SPACE

Exhibit space not claimed by one hour prior to show opening shall be considered abandoned and may be resold or reassigned with no obligation of refund whatsoever.

SHOW LIABILITY INSURANCE

Texas Music Educators Association requires that all exhibitors carry Commercial General Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. Texas Music Educators Association and the Henry B. Gonzalez Convention Center shall be named as Additional Insured. This insurance must be in force during the lease dates of the event. Insurance on the exhibit is entirely at the exhibitor's expense. Exhibitor shall hold TMEA harmless for any and all damage caused by theft and those perils normally covered by a fire and

extended coverage policy. Care should be taken to ensure that all insurance is valid in the city in which the TMEA Clinic/Convention is held.

Exhibitors are required to have Certificates of Insurance available for inspection by TMEA.

The Authorized Official Insurance Supplier for the TMEA Convention is Rainprotection.net.

PROHIBITED ACTIVITIES

- Advertising material or signs of firms other than those that have rented booth space are prohibited. Canvassing and solicitations of business except by exhibiting firms are prohibited. Exhibitors will be expected to adhere to ethical standards in their canvassing, interviews, demonstration, etc.
- Exhibitors are restricted from soliciting customers in the aisles, outside the booth, or any other area of the show. Exhibitors must remain within their own space while distributing literature, product samples, or other materials. No literature, product samples or other materials may be distributed outside the exhibit area. Recruiting and/or auditioning All-State students are prohibited.
- Nothing shall be pasted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture.
- No helium balloons, confetti, glitter or rice is permitted in the exhibit area.
- Booth decorations, as well as any merchandise or materials attached to table skirts, must be non-combustible or flameproof. Electrical wiring must conform to all federal, state, municipal government regulations, and National Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the right is reserved to cancel all or such part of the exhibits deemed irregular.
- Lit candles are prohibited in the exhibit hall.
- All exhibitors must adhere to and be bound by all applicable fire, utility and building codes and regulations, any rules and regulations of the Facility where the TMEA Clinic/Convention is held, AND the terms of all leases and agreements between TMEA and the Facility.
- Unethical conduct or infraction of rules on the part of an exhibitor or his/her representatives will subject the exhibitor or his/her representatives to dismissal from the exhibit hall, in which event it is agreed that no refund shall be made by TMEA and, further, that no demand for redress will be made by the exhibitor or his/her representative.
- No children under 18 years of age allowed on show floor during move in and/or move out.

VIOLATIONS

Exhibitor violation consequences:

- First offense: Verbal warning;

- Second offense: Written Violation Notice will be issued and no longevity priority points will be issued for the current year;
- Third offense: Determined by TMEA Show Management.

The Exhibits Manager reserves the right to restrict or discontinue exhibits which, because of undue noise, method of operation, material or any other reason, become objectionable. In the event of such restriction or eviction, TMEA is not liable for any refunds or rentals or other exhibitor expenses.

AUDIO & AUDIOVISUAL SOUND EFFECTS

In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Careful attention should be paid to avoid excessive use of instruments by booth customers. Performance demonstrations by an individual or group shall not exceed five minutes in duration. Demonstrations of a disruptive and/or inappropriate nature, as determined solely by TMEA show management, are not permitted.

Every effort will be made to divide the exhibits into noise level areas.

Rule of thumb: Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth (Refer to OSHA at <https://www.osha.gov/SLTC/noisehearingconservation/> for more information). **This will be strictly enforced.**

BOOTH SPACE SPECIFICATIONS

Exhibits must be confined to space purchased. In the event an exhibitor cares to exceed the exhibit specifications as outlined in the International Association of Exhibitions and Events Booth Descriptions, a written agreement must be submitted to the TMEA Exhibits Manager for approval.

HANGING SIGNS

Hanging signs: 20 feet (top of sign) height allowance.

GUARD SERVICE

Although perimeter guard service is provided on a 24-hour basis in the exhibit area, neither TMEA nor the facility assumes responsibility for damage to, loss, or theft of property of the exhibitors, or the exhibitors' agents, employees, or invitees. TMEA recommends that exhibitors consider the benefit of securing individual security guards for the exhibit. Contact the Exhibits Manager for more information.

EARLY DEPARTURE

Exhibitor may not dismantle their display until TMEA officially closes the Clinic/Convention. If an exhibitor dismantles early, said exhibitor shall not receive a priority point for exhibiting (see Booth Assignment Policy). Should extraordinary events occur requiring early departure from the Clinic/Convention, the exhibitor must notify TMEA onsite and make arrangement for such an occurrence.

SUBLETTING BOOTH SPACE

There will be no subletting of space or use of a booth by two or more firms except by written permission of TMEA. All companies sharing an exhibit space must have executed an Exhibit Booth Application and be current members of TMEA.

INDEMNIFICATION

TMEA reserves the right to adjust booth assignments and/or change the floor plan without prior notice if TMEA determines it is in the best interest of the show.

TMEA will not be liable for any errors or omissions in the Show Program, attendee lists, web sites, or in any promotional materials.

If the TMEA Clinic/Convention is canceled/terminated for any reason beyond the reasonable control of show management, including (without limitation) acts of God, war, strikes, labor disputes, civil disturbance, terrorism, epidemic, or any other comparable casualty or condition, TMEA agrees to refund 50% of all fees previously paid by exhibitor. The remaining 50% shall cover a sharing of costs, expenses and commitments. Thereupon, this agreement shall be deemed canceled by mutual consent, and TMEA shall be relieved from all responsibility thereunder.

TMEA reserves the right to cancel, re-name or re-locate the Clinic/Convention or change the dates on which it is held. If TMEA changes the name of the Clinic/Convention, relocates the Clinic/Convention to another event facility within the same city (or a different city), or changes the dates for the Clinic/Convention, no refund will be due to exhibitor, but TMEA will assign to exhibitor, in lieu of the original exhibit space, such other exhibit space as TMEA deems appropriate and exhibitor agree to use such space under the terms of the contract.

EXHIBITOR-APPOINTED CONTRACTORS (EAC)

Exhibitors may utilize Exhibitor-Appointed Contractors (EAC) for use during the TMEA Clinic/Convention. An EAC is a person or company other than the designated "official" or "exclusive" contractors that provides a service (supervision, display installation and dismantling, advertising agencies, models, florists, photographers, computer firms, audiovisual firms, etc.) and requires access to the exhibit hall any time during the installation or dismantling or show dates. Exhibitors are responsible for advising TMEA of the names, addresses and contacts for these EAC's. All EAC's will be required to submit certificates of insurance for

Commercial General Liability Insurance, Business Automobile Liability and Worker's Compensation Insurance, valid in the state of Texas. EAC's will cooperate w/official contractor and all unions.

APPLICATION ELIGIBILITY

This Exhibit Application becomes binding and effective only when: 1) an authorized agent of the exhibiting company has submitted the Application, 2) booth deposit monies have been paid, and 3) TMEA expressly accepts the Application via formal confirmation.

The person signing Booth Application must have consent and authority to execute and legally bind the exhibitor to all of the Rules & Regulations.

These Rules and Regulations are a part of the contract between the exhibitor and TMEA.

TMEA respectfully asks the full cooperation of the exhibitors in their observance.

All points not covered are subject to the decision of TMEA Show Management.

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[1-888-318-TMEA](tel:1-888-318-TMEA)

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