

# Exhibitor Contract

## MUSEUM STORE ASSOCIATION 2010 MSA Retail Conference & Expo

April 17 – 19, 2010  
Expo dates: April 18 – 19  
Austin, TX

**THE industry event for cultural commerce professionals**

Museum Store Association Inc.  
4100 E. Mississippi Ave., Ste. 800  
Denver, CO 80246-3055  
(303) 504-9223 Fax: (303) 504-9585  
www.MuseumStoreAssociation.org  
expo@museumstoreassociation.org

(MSA use only. Do not write in this space).

Booth Number: \_\_\_\_\_

Order #: \_\_\_\_\_

MSA ID #: \_\_\_\_\_

Check #: \_\_\_\_\_

Check Amount: \_\_\_\_\_

Entered in iMIS: \_\_\_\_\_

Date Stamp: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Note: Exhibitor contact and information listed below will be placed on all records and correspondence regarding the 2010 Expo that are sent to said organization.

Exhibitor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/ Province: \_\_\_\_\_

ZIP/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 1. Booth Reservation Request (Increments are in feet.)

Booth Types	MSA Member Booth Fee*	Non-member Booth Fee
10' X 10' Standard	<input type="checkbox"/> \$1,375	<input type="checkbox"/> \$2,275
10' X 10' Open Corner	<input type="checkbox"/> \$1,725	<input type="checkbox"/> \$2,625
10' X 20' Standard	<input type="checkbox"/> \$2,750	<input type="checkbox"/> \$3,650
10' X 20' Open Corner	<input type="checkbox"/> \$3,100	<input type="checkbox"/> \$4,000
10' X 20' Peninsula	<input type="checkbox"/> \$3,450	<input type="checkbox"/> \$4,350
10' X 30' Standard	<input type="checkbox"/> \$4,125	<input type="checkbox"/> \$5,025
10' X 30' Open Corner	<input type="checkbox"/> \$4,475	<input type="checkbox"/> \$5,375

\*Note: Membership status must be active when your contract is processed to receive the discounted member price. Membership must remain active through 2010, otherwise contract will convert to non-member contract and rate increases will apply.

### Premium Booth Booth Fee\*\*

\$250

### New Exhibitors\*\*\* Booth Fee (5' x 10')

\$925

### Non-member

\$1,825

\*\*Premium charge is added per 10' x 10' premium booth space reserved.

\*\*\* First-time exhibitor introductory offer. If your organization has exhibited with MSA at any time in the past, you must select from the booth types listed to the left. **Limited space is available!**

# Premium Spaces \_\_\_\_\_ x \$250 \$ \_\_\_\_\_  
Booth Fee \$ \_\_\_\_\_  
Subtotal \$ \_\_\_\_\_

### 2. Sam Greenberg Scholarship Fund Donation



YES, I would like to support the Sam Greenberg Scholarship Fund to bring more first-time attendees to the MSA Retail Conference & Expo.

Contribution:  \$50  \$75  \$100  Other \$ \_\_\_\_\_ Subtotal \$ \_\_\_\_\_

Contributions are donations only and do not include admittance to the 2010 Sam Greenberg Fundraiser Event. Tickets may be purchased separately. Visit [www.MuseumStoreAssociation.org](http://www.MuseumStoreAssociation.org) for details.

### 3. Payment Method and Authorization

Full payment must accompany this completed, signed contract and will be processed immediately.

A check / money order (payable to Museum Store Association) in U.S. dollars.

Visa  MasterCard  American Express

The undersigned agrees to pay the charges above according to card issuer agreement.

Printed Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

Full Booth Fee (subtotal from Section 1) \$ \_\_\_\_\_

Scholarship Donation (subtotal from Section 2) \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

### 4. Signature

The undersigned (Exhibitor) hereby accepts an Exhibit Booth for the 2010 MSA Retail Conference & Expo and agrees to be bound by all the terms, conditions, rules and regulations set forth in the Expo Rules & Regulations in the Exhibitor Prospectus and by Show Management. I am authorized to transact business for the company named above, and will retain a copy of the terms, conditions, rules and regulations for my reference. I understand that my deposit is non-refundable.

**CONTRACTS RECEIVED WITHOUT FULL PAYMENT AND / OR SIGNATURE WILL NOT BE PROCESSED.**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Expo Rules & Regulations

**1. Booth Fee.** The Exhibitor agrees to return full booth fee and this contract to the Museum Store Association Inc. (MSA) or this contract shall be of no force or effect and MSA shall have no obligation to provide booth space to the Exhibitor. Affiliation or membership status must be current in 2009 and 2010 or non-member booth rate will be due (additional \$900 per booth assignment). The Exhibitor is solely responsible for returning contract and full booth fee to secure booth space in the 2010 Expo.

Payment of the Booth Fee shall be in the form of a check or money order made payable to MSA (in U.S. dollars drawn on a U.S. bank) or by Visa, MasterCard or American Express for the full booth fee stated on the reverse of this contract. If payment made by check is returned to MSA for insufficient funds, the Exhibitor agrees to forfeit rights to booth space and must pay MSA a \$50 administrative fee. If authorization for credit card payment is denied, this contract is invalid.

Payment of the Booth Fee entitles the Exhibitor, subject to the terms and conditions of this contract, to the use of the following during the Expo: (a) one Booth space, described below; (b) one Booth identification sign with Booth number and company name as on file with MSA; (c) admission for representative(s) of the Exhibitor as described below; (d) 24-hour guard service beginning at 5 p.m. Central Time, Friday, April 16, 2010, until Monday, April 19, 2010, at 5 p.m. Central Time.

The 5-foot x 10-foot booth space cannot be combined with any other booth type. This is strictly a first-time exhibitor introductory offer and is not available to exhibitors that have exhibited with MSA in the past at any time. The booth fee includes all items and conditions listed above. The booth fee also includes one complimentary representative to staff your booth. Additional representatives are \$125/person. 5-foot x 10-foot booths include 8-foot-high walls of cloth draping supported by aluminum piping, consisting of 2 side walls and 1 back wall. The configuration of the booth must remain as contracted.

Standard and Open Corner Booth space is sold in 10-foot increments. Peninsula Booth space is sold as 10-foot x 20-foot space, running horizontally at the end of an aisle.

The Booth Fee includes two representatives for a 10-foot x 10-foot, plus two additional representatives at no charge for each additional 10-foot increment purchased. Additional representatives are \$125 per person. Fee applies to all representatives attending the show in whole or in part. Attendance is subject to the terms and conditions of the Exhibitor's Booth Contract.

**2. Cancellation.** The Exhibitor agrees that the damages to MSA in the events of the Exhibitor's cancellation of this contract are difficult to estimate at this time. All cancellations must be submitted in writing; cancellations by phone WILL NOT be accepted. The Exhibitor agrees that cancellations received in writing by **Feb. 19, 2010**, are subject to a cancellation fee equal to 50 percent of the total Booth Fee. For cancellations received in writing **after Feb. 19, 2010, there will be no refund.**

**3. Administrative Fees for Booth Changes.** Exhibitors who reduce their contracted booth space will be charged an administrative fee equal to one half of the Booth Fee that would have been due on the space relinquished.

**4. Subletting.** The Exhibitor may not assign, sublet, share or apportion the whole or any part of the Booth space allotted, or represent, advertise or distribute literature for the products or services of any other firm or individual. The use of the Booth is strictly limited to the Exhibitor and its paid representatives for whom the admission fee described in Item 1 above has been paid. The Exhibitor may contract for one Booth only.

**5. Merchandise.** The Exhibitor agrees to display only the merchandise lines included in the Exhibitor's MSA affiliation or membership application; no other merchandise will be permitted to be shown in the Booth. Exhibitors must adhere to the guidelines set forth in the MSA Code of Ethics.

**6. Display Limitations.** Booth furniture, display equipment or merchandise may not protrude from the Booth. The arrangement of the Exhibitor's merchandise and / or Booth furnishings must also conform to the following requirements:

- The display (including merchandise therein) does not exceed a total height of 8 feet.
- The display does not interfere with any other Exhibitor's display, either physically or in an overly strong manner.
- All display structures are self-standing and do not rely in any way on the Booth Structure for support.
- The trashshow colors will be provided in the 2010 Decorator Manual. Exhibitors may choose to use their own floor coverings.
- Any fixing to Booth fabric is limited to the use of pins and / or removable double-sided adhesive tape. The weight of the items so fixed shall not be such as to damage the Booth fabric. The Booth fabric drape may not be removed.
- Configuration of Booth must remain as contracted. The Booth

fabric drape may not be removed or moved to create an opening between booths or at the end of an aisle.

(g) The Exhibitor agrees to abide by any additional rules and regulations or other requirements of the Austin Convention Center.

(h) All materials, including those used for display purposes, must be suitably fireproofed to conform with the requirements of the Austin Fire Department and the Austin Convention Center.

(i) No decorations, advertising or signs shall be outside the Booth.

(j) All sound devices must be turned to conversational level and should not interfere with or be objectionable to neighboring exhibitors. Exhibitors demonstrating audio merchandise must provide and use headphones.

**7. Exhibitor's Sign.** The Exhibitor's Booth will be provided with a 7" x 44" sign denoting Company name. The Company name must be the name of record on file with MSA (shown on contract). **Booth sign and number must be visible in the Booth at all times.**

**8. Drayage.** The Exhibitor undertakes to use only the authorized decrating company, GES Exposition Services, for drayage. All drayage charges are the sole responsibility of the Exhibitor. Shipping and rate information will be available in January 2010.

#### Freight Handling

All work involved in the loading and unloading of all trucks, trailers and common contract carriers from the facility docks, including empty crates, and the operation of material handling equipment, is under the jurisdiction of GES Exposition Services.

A small ramp is available to offload POVs (Privately Owned Vehicles) and either hand-carry or utilize a two-wheel dolly to take products to the booth. When Exhibitors choose to "hand-carry" material, they may not be permitted access to the loading dock / freight door areas. GES will not be responsible for any material they do not handle.

#### Convention Center Restrictions

All Austin Convention Center lobby areas, side doors, escalators and passenger elevators are not to be used for the purpose of bringing in Expo freight. Vehicles are not allowed to double park at any entrance to the Convention Center.

**9. Storage of Cartons, etc.** All cartons and other containers used to transport merchandise and displays to the Expo will be stored only in the area designated by GES Exposition Services.

**10. Distribution of Food and / or Beverages.** The Exhibitor may not distribute foodstuffs or beverages from its Booth or elsewhere on the Austin Convention Center property. No alcoholic beverages may be brought into the Austin Convention Center or onto its premises.

**11. Timetable.** The Exhibitor is bound by the Expo timetable published by MSA and to any variations in that timetable that may have to be introduced during the period of the MSA Expo at MSA's sole discretion. Breakdown or Booth closing by the Exhibitor prior to the published end of the Expo is strictly prohibited.

**12. Insurance.** The Exhibitor acknowledges that MSA and the Austin Convention Center do not maintain insurance coverage and do not accept responsibility for the Exhibitor's property. It is the sole responsibility of the Exhibitor, if it so desires, to obtain business interruption and property damage insurance covering the Exhibitor's property.

**13. Etiquette / Ethics.** The Exhibitor is requested not to enter another Exhibitor's Booth without permission. Photography of another Exhibitor's Booth display is prohibited.

**14. Solicitation.** Solicitation of any kind by the Exhibitor on the Austin Convention Center's premises outside the Exhibitor's Booth is prohibited. Solicitation of business on the Austin Convention Center's premises, except by Exhibitors, is prohibited. No advertising or solicitation of any kind on the Austin Convention Center's premises shall be posted or distributed except at the Exhibitor's Booth.

**15. Liability Limited.** The Exhibitor understands and agrees that employees or agents of the City of Austin and the Austin Convention Center, including law enforcement personnel (collectively "Public Employees"), will have access to the Austin Convention Center and that notwithstanding any security services provided by MSA. MSA assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of MSA. MSA is not responsible for any costs, damage, injury, annoyance or inconvenience to the Exhibitor, its property, employees or agents resulting from fire, the elements, acts of God, mob riot, war or civil commotion or civil authority, terrorism or threat of terrorism, or labor difficulties, lockouts or strikes against MSA or GES Exposition Services or other causes beyond the control of MSA. MSA is not responsible for any inconvenience to the Exhibitor due to issues that may arise with shipping or travel companies including airlines.

**16. Default.** The Exhibitor shall be in default under this contract for any failure to comply with the terms and conditions hereof. Any

default will automatically result, at the sole discretion of MSA, in revocation of permission to use the Booth or otherwise participate in the Expo.

MSA shall have the right to remove the Exhibitor's property from the Austin Convention Center and to store such property at the Exhibitor's sole risk and expense, if the Exhibitor's property is not immediately removed upon revocation of permission to use the Booth. Any waiver by MSA of its rights upon a default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the Booth is terminated pursuant to a default and shall continue to be bound by the Agreement in the events of such termination, including, but not limited to, the reimbursement of MSA for damages.

**17. Removal of Exhibitor's Property.** MSA reserves the right to remove the Exhibitor's property, or appoint the Austin Convention Center, GES Exposition Services or some other person to do so, at the Exhibitor's sole expense and risk, from the Austin Convention Center if MSA's license to use the Austin Convention Center is revoked for any reason and if such property is not removed by the Exhibitor within a reasonable amount of time after MSA's request to do so.

**18. Return of Booth.** The Exhibitor will return the Booth on Monday, April 19, 2010, to the Austin Convention Center in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse MSA for any stains, etchings, acid or other burns, adhesive residue or other damages or debris caused or left by the Exhibitor or its representatives.

**19. Prohibited Materials.** The Exhibitor shall not bring or permit in the Austin Convention Center any flammable, explosive or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane or other fuels or combustibles. Fire Retardant: Materials used in the construction of displays are subject to inspection by the Fire Prevention Bureau and / or the Austin Convention Center operations for compliance.

**20. Exhibition Hall Rules and Regulations.** The Exhibitor shall comply with all the Austin Convention Center Rules and Regulations, whether or not stated in this contract, and all applicable federal, state and local laws. The Exhibitors shall obey the instructions of MSA, Austin Convention Center staff and law enforcement officials at all times on the Austin Convention Center's premises. Covered Booths: Any covered exhibit space over 100 square feet (larger than 10' x 10') requires a smoke detector and a 2A10BC fire extinguisher. Smoking is prohibited in the Austin Convention Center. Electrical Equipment: All electrical equipment must be approved by a Recognized Testing laboratory certification.

**21. MSA Photography.** The Exhibitor understands that during the course of the 2010 Expo, the Exhibitor's Booth, merchandise, shelf or staff may be photographed. Exhibitor gives permission for any resulting photographs to be used by MSA for promotional or educational purposes.

**22. Licenses and Permits.** The Exhibitor, at its own expense, will obtain all licenses, permits and approvals required and pay all taxes, including, but not limited to, sales tax, that accrue during the Expo.

**23. Indemnification.** Exhibitor shall indemnify, defend and hold MSA harmless from and against any and all claims, losses, liabilities or damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by any installation, removal, maintenance, occupancy or use of the Austin Convention Center or any part thereof, by Exhibitor.

Exhibitor shall comply with all federal copyright laws and regulations issued thereunder and the laws of unfair competition for all materials displayed in, advertised or sold from the Booth. Exhibitor shall indemnify, defend and hold MSA harmless from and against any and all claims, losses, liabilities or damages resulting from Exhibitor's failure to comply.

**24. Disputes.** The decision or opinion of the Expo Manager in the interpretation of this contract shall be final and binding on the Exhibitor.

**25. Attorneys' Fees.** If either party hereto brings any legal action or other proceeding for the enforcement of this agreement or because of an alleged dispute, breach, default or misinterpretation in connection with any of the provisions of this agreement, the prevailing party shall be so entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to such other relief to which it is determined to be entitled.

**26. Severability.** The unenforceability, invalidity or illegality of any provisions of this contract shall not render any other provision of this contract unenforceable, invalid or illegal.

**27. Signatory.** The signatory has read and understood this contract and agrees to be bound and abide by all of the terms and conditions therein.