1. **BOOTH/SPONSORSHIP FEE.** The Exhibitor/Sponsor agrees to return full booth/spONSORship fee and this contract to the Museum Store Association Inc. (MSA) or this contract shall be of no force or effect. The Exhibitor/Sponsor is solely responsible for returning contract and full booth/spONSORship fee to secure booth space/spONSORship in the 2020 Expo.

2. **PAYMENT TERMS.** All checks are to be made payable to: Museum Store Association Inc.; PO BOX 775742; Chicago, IL 60677-5742 (U.S. currency). Credit cards are also accepted for payment. Upon receipt of this contract, MSA will email an invoice to the main contact with link for online payment. DO NOT include credit card information on the contact. ACH and wire transfers are also accepted, however a $25.00 transaction fee will be due on each wire transfers received as payment.

   No exhibitor admission credentials will be distributed to any Exhibitor/Sponsor who has not paid in full by January 31, 2020; and if any Exhibitor still has not paid in full by the time of the first date of installation, Friday, April 24, 2020, they will not be allowed to set up their booth or receive any orders from contractors until the account is paid in full by Cashiers or Certified Check. No personal checks or credit cards are accepted as payment for exhibit space onsite.

3. **CANCELLATION/REFUNDS.** Cancellation of exhibit space must be directed in writing via a delivery service which provides confirmation of delivery (i.e., FedEx, UPS, etc.) to the MSA Expo Manager.

   Museum Store Association Inc.
   ATTN: Expo Manager
   2025 M Street NW, Suite 800
   Washington, DC 20036

   Cancellation also may be directed via email, addressed to expo@museumstoreassocaition.org, provided that the cancelling Exhibitor obtains confirmation of MSA’s receipt of the email on or before the cancellation deadline.

   For cancellations of space received on or before January 31, 2020, Exhibitor is responsible for, and MSA retains, 50 percent of the total space rental charge as a cancellation fee. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space after January 31, 2020. Exhibitors that have not paid in full by January 24, 2020 will be notified that payment needs to be received by January 31, 2020 in order to maintain their booth space. If money for the booth space is not received by the deadline of January 31, 2020, the exhibitor will be notified that they have given up their right to their booth space and that they will be placed at the end of the current waitlist. The next exhibitor on the waitlist will then be notified of the booth space availability.

   If for any reason beyond MSA’s control MSA FORWARD must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of MSA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to MSA for booth pace in the expo, as well as other costs and expenses it has incurred, including travel to the expo, setup, lodging, freight, employee wages, etc.

   Exhibitor, as a condition of being permitted by MSA to be an Exhibitor at MSA FROWARD, agrees to indemnify, defend and hold harmless MSA or its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of expo cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside MSA’s control.

4. **MEMBERSHIP.** All organizations and exhibitors must be a member in good standing (dues paid through the event date) in order to exhibit at MSA FORWARD.

5. **EXHIBITOR/SPONSOR REPRESENTATIVE.** The Exhibitor/Sponsor will name one (1) individual as the duly authorized representative in charge of the exhibit. The individual will assume responsibility for all
negotiations with MSA and the official meeting and general service contractor. In addition, this individual will receive all official correspondence from MSA referring to the exhibit and/or sponsorship and will be responsible for communicating this information to the registered personnel from the exhibiting/sponsoring company and other third-party contractors.

6. **EXHIBITING PERSONEL.** All exhibitors must register for badges. One (1) complimentary badge is included with a 5’x10’ booth. Two (2) complimentary badges are included with a 5’x15’, 5’x20’ or 10’x10’ booth. Additional staff can register for $135 per person. Exhibitor personal must register for additional activities and can do so at the time of registration, prior to the conference.

7. **SUBLETTING.** The Exhibitor may not assign, sublet 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 contracted representatives for whom the admission fee described in Item 1 above has been paid. If one company represents multiple entities, they must clarify within the contract under “We will display the following items, products, or services”.

8. **MERCHANDISE.** The Exhibitor agrees to display only their own merchandise lines; 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.

9. **DISPLAY LIMITATIONS.** MSA utilizes a Cubic Content policy for all purchased exhibit space onsite. Cubic content is a unit of measurement allowing display materials and products to occupy 100% of the exhibit space purchased, regardless of sightlines. Exhibitors may display banners, racks, or other items anywhere within their space, as long as they are within the 10’ wide x 5’ deep x 3’ high parameters for 5’x10’ booth or 10’ wide x 5’ deep x 3’ high for 10’ x 10’ booth. Any fixing to Booth drape 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 drape. The Booth drape may not be removed.

No decorations, advertising or signs shall be outside or behind the Booth.

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.

10. **EXHIBITOR’S SIGN.** The Exhibitor’s Booth will be provided with an 11” x 17” ID sign denoting the 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.

11. **DRAYAGE.** The Exhibitor undertakes to use only the authorized decorating company for drayage. All drayage charges are the sole responsibility of the Exhibitor. Shipping and rate information will be available in January 2020. 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 and control of the contracted decorating company. Privately Owned Vehicle (POV) Exhibitors may hand-carry materials. Convention Center Restrictions: All Huntington 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.

12. **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 the decorator.

13. **DISTRIBUTION OF FOOD AND/OR BEVERAGES.** The Exhibitor may not distribute foodstuffs or beverages from its Booth or elsewhere on the Huntington Convention Center property. No alcoholic beverages may be brought into the Huntington Convention Center or onto its premises.
14. **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 FORWARD at MSA’s sole discretion. Breakdown or Booth closing by the Exhibitor prior to the published end of the expo is strictly prohibited.

15. **EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from MSA FORWARD and in the Expo. Neither MSA, its directors, officers, employees, agents, subcontractors nor management of the Expo (hereinafter “Show Management”) are responsible for Exhibitor’s property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify, defend and hold Show Management, MSA, their respective officers, directors, employees, agents and each of them, harmless from and against a) Exhibitor’s performance or breach of this Contract including acts of its employees, agents and contractors; b) Exhibitor’s failure to comply with applicable laws, regulations and ordinances; and c) All claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys’ fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EXPO RULES & REGULATIONS.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than $1M per occurrence, $2M aggregate
2. Owned (if applicable), hired and nonowned auto liability with limits not less than $1M per occurrence
3. Workers’ compensation with state statutory limits
4. Employer’s liability with limits not less than $500k/$500k/$500k
5. Commercial umbrella liability with limits not less than $1M
6. Personal property and equipment on a special form replacement cost basis

MSA, SmithBucklin Corporation and the Huntington Convention Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies.

All carriers are to maintain an A.M. Best rating of not less than A- VII.

16. **ETIQUETTE/ETHICS.** The Exhibitor is requested not to enter another Exhibitor’s Booth without permission. Photography of another Exhibitor’s Booth display is prohibited.

17. **CHARACTER OF EXHIBIT AND MEETING.** The character of the exhibit is subject to the approval of the meeting organizers. The right is reserved to refuse contracts not meeting the standards required or expected, as well as the right to curtail exhibits, or parts thereof, which reflect against the character of the meeting. This reservation applies to persons and their conduct, articles of merchandize, printed matter, souvenirs, catalogues, and any other items, without limitations, that affect the character of the exhibit.

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

19. **RESTRICTIONS OF DIRECT SALES.** No firm or organization is permitted to engage in direct sales or cash-and-carry transactions within the exhibit area. Order taking, sales contracts and any other sales activity must meet the requirements of state and local laws and regulations.

20. **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 Huntington Convection 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.

21. **REMOVAL OF EXHIBITOR’S PROPERTY.** MSA reserves the right to remove the Exhibitor’s property, or appoint the Huntington Convection Center, the official decorator, or some other person to do so, at the Exhibitor’s sole expense and risk, from the Huntington Convection Center, if MSA’s license to use the Huntington Convection 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.

22. **RETURN OF BOOTH.** The Exhibitor will return the Booth on Monday, April 27, to the Huntington Convection 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.

23. **FIRE REGULATIONS.** All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Huntington Convention Center and the Cuyahoga County Fire Marshal.

Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Huntington Convention Center, the Cuyahoga County Fire Marshal and from MSA. A heat producing device form to request approval from the Cuyahoga County Fire Marshal is included in the Exhibitor Services Manual.

A complete list of all fire regulations is included in the Exhibitor Services Manual. The Cuyahoga County Fire Marshal has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

24. **EXHIBITION HALL RULES AND REGULATIONS.** Exhibitors must abide by the Move In/Out Guidelines and Event Planning Guide of the Huntington Convention Center, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors in January. To obtain these rules prior to January, go to [https://www.clevelandconventions.com/exhibitor/exhibitor-resources/](https://www.clevelandconventions.com/exhibitor/exhibitor-resources/). The Huntington Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

25. **MSA PHOTOGRAPHY.** The Exhibitor understands that during the course of the 2020 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.
26. **MSA LOGO USAGE.** Usage of the MSA logo in any form must be approved by MSA. All usages of the MSA logo must strictly adhere to the MSA graphics standards. For final use of the MSA logo will only be granted once an example of use is presented and approved by MSA.

27. **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.

28. **AMENDMENTS/INTERPRETATION.** The decision or opinion of the Expo Manager in the interpretation of this contract shall be final and binding on the Exhibitor. MSA reserves the right to amend and enforce these Expo Rules & Regulations. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by all Expo Rules & Regulations set forth therein, or by any subsequent amendments. MSA reserves the sole right to interpret these Expo Rules & Regulations. All interpretations are final.

29. **ENFORCEMENTS/MISCELLANEOUS.** The Expo Rules & Regulations set forth herein will be enforced by MSA. This Contract is governed by U.S. District of Columbia law and the Exhibitor consents to the exclusive jurisdiction of the District and Federal courts seated in the District of Columbia, with respect to any action arising out of this contract or MSA FORWARD. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Exhibitor's heirs, successors and assigns.

30. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE HUNTINGTON CONVENTION CENTER MSA FORWARD, MSA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "MSA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE MSA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT MSA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND MSA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY MSA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.