



THE MIDWEST CLINIC
An International Band and Orchestra Conference

64th Annual Conference
December 14-18, 2010

McCormick Place West
Chicago, Illinois, USA

**EXHIBITOR SPECIFICATIONS
AND CONTRACT TERMS**

The Midwest Clinic
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1. PURPOSE

The Midwest Clinic exists for educational purposes exclusively; to raise the standard of music education; to improve the methods employed in music education; to develop new teaching techniques; to disseminate to school music teachers, directors, administrators, and others interested in music education, information to assist in their professional work; to examine, analyze, and appraise demonstrations for the betterment of music education; and in general, to assist teachers and others interested in music education in better pursuing their profession.

2. EXHIBIT DAYS, DATES, AND HOURS

Set-up:

Monday, December 13, 8:00 a.m. to 4:30 p.m.
Tuesday, December 14, 8:00 a.m. to 4:30 p.m.
(Any exhibitor that cannot set up before 4:30 must get approval in advance to set up after the hall has closed. Exhibitors requiring union labor after 4:30 must pay an overtime charge for labor-assisted set-up.)

Display Hours:

Wednesday, December 15 9:00 a.m. - 5:00 p.m.
Thursday, December 16 9:00 a.m. - 5:00 p.m.
Friday, December 17 9:00 a.m. - 4:00 p.m.

Dismantling:

Friday, December 17 4:00 p.m. - 11:00 p.m.
Saturday, December 18 8:00 a.m. - 12:00 p.m.

A penalty fee of \$150 will be assessed for early departure or dismantling. If this fee is required, an exhibitor must pay this amount before submitting an application for a future Midwest Clinic exhibit space.

3. APPLICATIONS AND ELIGIBILITY

Applications for booth space must be made on the contract provided by The Midwest Clinic, contain all of the information requested, and be executed by an individual who has authority to act for the applicant. Exhibit space will be limited to the following areas:

Music Publishers
Music Journals
Military Organizations
Colleges and Universities
Music Accessory Companies
Recording Companies
Music Camps
Music Organization
Music Retail

Instrument Manufacturers
Fundraising
Uniform/Clothing/Accessories
Travel/Festivals/Competitions
Stage Equip. Manufacturers
Software and Technology
Performing Organizations
Music Associations
Photography

4. BOOTH SPACE RENTAL FEE

All inline, peninsula, and island booth spaces will be 10' wide and 10' deep and may be purchased at the rate of \$990 per booth. A deposit in the amount of half the total cost of the booth(s) must accompany the exhibit contract. The balance due is payable no later than August 2, 2010. Applications for space submitted after August must include full payment. No booth assignments will be made until these conditions are met.

5. CANCELLATIONS OR REDUCTIONS

Any cancellation or reduction of exhibit space by the exhibitor, for any reason whatsoever, is subject to the following terms:

- a. All notices of cancellation or reduction must be received in writing.
- b. Booth refunds will be issued as follows:
Prior to September 1, 2010 – 75% of total amount paid will be refunded.
Starting September 1 and prior to October 1, 2010 – 50% of total amount paid will be refunded.
Starting October 1, 2010 – 50% of total amount paid will be refunded if booth is resold.

The Midwest Clinic may cancel this contract, upon reasonable cause, or upon the happening of events beyond its control which makes performance impossible or useless, upon written notice to the exhibitor by an authorized employee or officer of The Midwest Clinic. The Midwest Clinic reserves the right to alter, reduce, or redistribute allocated space upon reasonable cause, or upon the happening of events beyond its control which render previous space allocation impossible or useless, upon written notice to the exhibitor by an authorized employee or officer. In the event of such cancellation or reduction, The Midwest Clinic agrees to negotiate in good faith toward refund, reduction, or alternate application of the sums paid by the exhibitor as rental fees.

6. ASSIGNMENT OF BOOTH SPACE

Booths will be assigned at the sole discretion of The Midwest Clinic with consideration given to booth configuration requirements, seniority, date of contract submission, perceived educational value of the exhibit to conference attendees, and balance. Exhibitors may state preferences for booth location, but contracts submitted with booth location demands or conditions will not be accepted. All applications will be date stamped upon receipt. Exhibitors with no balance due will be notified of booth assignments by August 31, 2010.

7. BOOTH ARRANGEMENT AND CONSTRUCTION

a. Each exhibit will be confined to the spatial limits of its respective booth(s). Exhibits or displays that block the view of adjoining booths will not be permitted. Exhibits must follow the International Association of Exhibitions and Events Guidelines for Display Rules & Regulations, unless a variance has been granted by The Midwest Clinic. Variances must be requested in writing.

b. Each booth will be ten (10') feet wide and ten (10') feet deep. Inline booths will feature an eight (8') foot high backwall drape and three (3') foot high draped side rails.

c. Aisles and exits must be kept clear of displays and exhibits at all times.

All booth materials must conform to applicable local building, electrical, fire safety, and environmental codes.

8. EXHIBITOR SERVICES

The Freeman Decorating Exhibitor Service Kit and McCormick Place Exhibitor and Utility Ordering Guide will be available online, beginning when exhibitors are notified of their booth assignments. These will contain the ordering information for any services the exhibitor may require. Hard copies of the service kit and ordering guide are only available upon request.

9. CHARGEABLE BOOTH SERVICES

Extensive and detailed work in connection with exhibit erection or dismantling is to be performed by union personnel.

The following are services for which there will be additional charges to exhibitors:

- a. Furniture, Floor Covering, Decoration
- b. Electrical Services
- c. Skilled Labor (Carpenters, Decorators, Plumbers)
- d. Audiovisual Rental
- e. Booth Signage (Other than complimentary two-line sign)
- f. Cleaning Service
- g. Floral/Plantscaping Service
- h. Telephone Service
- i. Rental Exhibits
- j. Drayage

10. COMPLIMENTARY EXHIBITOR SERVICES

The Midwest Clinic will provide the following to each exhibitor on a complimentary basis:

- a. A 7" x 44" two-line booth sign listing organization name, city, state, and country, and booth number. (Must be requested on exhibit contract.)

b. A listing in the conference program of company/college name, full address, telephone, booth number(s), and website address.

c. A website link from the official Midwest Clinic website.

d. A maximum of six conference program books per exhibitor.

e. Exhibitors may submit clinic proposals for The Midwest Clinic program. Proposals must be submitted through The Midwest Clinic website by 5:00 p.m. (Central) on March 12, 2010. The Midwest Clinic reserves the right to select clinics, soloists, and guest conductors necessary to create a balanced program.

Exhibiting music publishing companies will also receive the following:

f. A listing on The Midwest Clinic website of band, orchestra, and jazz music printed and published between September 15, 2009 and September 15, 2010.

g. The opportunity to submit scores of new publications to the conductors of performing organizations for consideration for Midwest Clinic concerts. Music publishers are requested to send complimentary scores of new band, orchestra, and jazz ensemble publications to The Midwest Clinic Performance Coordinating Committee members and conductors of the performing organizations. A list of names and addresses will be provided.

11. GENERAL CONDITIONS

a. Subletting Booth Space

Exhibitors may not assign, sublet, or apportion all or any part of their space, and may not advertise or display goods or services other than those manufactured, distributed, or sold by their company in the regular course of business.

b. Unclaimed Booth Space

Any booth space not claimed and occupied or for which no special arrangements have been made prior to 9:00 a.m. on Wednesday, December 15, may be resold or reassigned without any obligation on the part of The Midwest Clinic for any refund whatsoever.

c. Contractor and Labor Coordination

The service contractor will have control of all inbound and outbound traffic so as to prevent any congestion in the loading and unloading areas, in the aisles, and in any freight traffic pattern area. The service contractor will have complete control of all labor, scheduling, and coordination of labor for the purpose of the orderly erection, management, and dismantling of the exhibition.

d. Electrical Information

In accordance with the regulations prescribed by the Fire Prevention Bureau of the Chicago Fire Department, no combustible material may be used to decorate a display. Storage of cartons, boxes, wrapping paper, etc. behind booths and/or under tables is strictly prohibited. All cloth must be flameproof and stand a flameproof test. Open flames, butane-gas, and heating appliances are not permitted. Microwave ovens may be used. An exhibitor shall not make any electrical installation or connection of any appliance or equipment to the building electrical system. All electrical connections to the building electrical system or extensions shall be made only by a facility-certified electrician.

e. Guard Service

Guard service is provided by The Midwest Clinic on a 24-hour basis from move-in through move-out. Reasonable precautions are taken to protect property, but The Midwest Clinic cannot ensure the safety of persons or the protection of property. The Midwest Clinic strongly recommends that each exhibitor secure a rider policy to cover all booth and display items during transportation to and from the convention as well as during installation, show dates, and dismantling.

f. Exhibitor Representatives

Each exhibiting firm/college must provide an attendant in its booth during the open hours of the conference as defined in Specification #2. **All attendants must be bona fide employees or clinicians of the exhibitors. False certification of individuals as exhibitor representatives, misuse of exhibitor badges, or any method or device used to assist unauthorized individuals to enter the exhibit hall will be sufficient just cause for expelling the violators from the conference, barring them from further entrance into the exhibit floor, and/or removing the exhibit from the exhibit floor without obligation on the part of The Midwest Clinic or refund of any fees.** The exhibiting organization, for itself, its employees, and its agents, waives all rights to any claim for damages against The Midwest Clinic and its officers, agents, and employees for any failure to enforce the provisions of this paragraph.

Within the designated exhibit area, promotion of goods and services, or conducting of business related thereto, is limited to registered exhibitors and exhibitors' representatives and only for those goods and services registered for the exhibit.

All exhibitors are required to submit a list of personnel who will staff the booth(s). A maximum of six (6) badges will be issued per booth. Additional personnel may be preregistered by December 6 at the rate of \$100 per badge. Additional personnel requests submitted after December 6, including during the conference, will cost \$125 per badge.

g. Audio and Audiovisual Sound Effects

Audiovisual, audio, and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the opinion of The Midwest Clinic do not interfere with the activities of neighboring exhibitors. **Instruments played for the purpose of demonstration should be played for brief periods and at a reasonable sound level.** Audio visual equipment must be equipped with earphones. Every effort will be made to divide the exhibits into noise level areas. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors. This will be strictly enforced.

h. Exhibit Hall Floor Sales

Representatives may demonstrate, explain, or show their product, publications, or services within their exhibit area but may not conduct any sales which require the exchange of money on the exhibit hall floor without collecting, recording, and reporting the appropriate taxes as prescribed by the Illinois Department of Revenue and the Internal Revenue Service. The Midwest Clinic assumes no responsibility for and shall not be liable in any respect relating thereto.

i. Prohibited Activities

Products and services to be exhibited are to be listed on the booth application form; no other products or services may be exhibited. Distribution of noisemakers of any kind is not permitted. All exhibitors distributing approved "stick-ons" may not place the "stick-on" on the attendees' badge. Distribution of refreshments or other products for consumption on the premises not manufactured by or specifically related to the product of the exhibitor will not be permitted.

Exhibitors may only distribute materials from their booths. Anyone distributing materials in the aisles, concourse, or lobbies will be told to stop this activity immediately.

j. Meetings and Social Functions

Association meetings, sales meetings, and social functions may be scheduled at McCormick Place West and official conference hotels at times that will not interfere with major programs offered by The Midwest Clinic. The online system for requesting such functions will open by June 30. All requests for meeting space must be submitted to The Midwest Clinic through this system. Exhibitors requesting meeting space will be required to pay a rental charge. Rate information will be announced when the system opens. Soliciting Midwest Clinic registrants to attend events in conflict with The Midwest Clinic events is prohibited.

k. Unauthorized Concerts or Performances

Concerts or performances held in any area of the conference hotels, including lobbies and exhibit halls, without the permission of The Midwest Clinic are prohibited.

12. LIABILITY AND INDEMNIFICATION

Neither the exhibit facility, nor The Midwest Clinic, nor any of the service contractors will be responsible for loss of or damage to any property in storage, while in transit to or from, and within the confines of the exhibit hall even though it may at anytime be under the temporary control or direction of The Midwest Clinic or its service contractors.

At the conclusion of the conference, the exhibiting firm/college must surrender space occupied by it in the same condition it was in at the time the space was initially occupied. The exhibitor is responsible for all damage to the exhibit hall and for the defense and payment of any and all claims, demands, and suits on account of any alleged injury or death to individuals, or damage to property, occurring in the exhibitor's booth space or elsewhere because of the acts or omissions of the exhibitor, its officers, employees, agents, licensees, guests, or contractors.

The exhibitor agrees to protect, indemnify, defend, save, and keep The Midwest Clinic and the Metropolitan Pier and Exposition Authority, and their respective officers, employees, and agents, 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 Metropolitan Pier and Exposition Authority and The Midwest Clinic regarding the exhibition premises, a copy of which is available upon written request and is incorporated herein by this reference; and, further, the exhibitor shall at all times protect, indemnify, defend, save, and forever keep harmless The Midwest Clinic and the Metropolitan Pier and Exposition Authority, and their respective officers, employees, and agents, against and from any and all loss, costs, damage, liability, or expense arising from or out of or by reason of any accident or other occurrence to anyone, including the exhibitor, its agents, employees, and business guests, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises or a part thereof. Exhibitor understands that neither The Midwest Clinic nor the Metropolitan Pier and Exposition Authority shall have any responsibility to the Exhibitor. Further, any claims of any kind or nature which an exhibitor may have and desires to assert against The Midwest Clinic and or the Metropolitan Pier and Exposition Authority must first be submitted in writing within fourteen (14) days after the end of the Conference to which it relates or from which it arises, or such claim shall be forever barred.

The Midwest Clinic strongly recommends that each exhibitor secure a rider policy to cover all booth and display items during the transportation to and from this convention as well as during installation, show dates, and dismantling.

13. VIOLATIONS

Violations of any of these regulations on the part of the exhibitor, its employees, or agents shall, at the option of The Midwest Clinic, annul the right to occupy space and such an exhibitor will forfeit to The Midwest Clinic all monies paid.

14. INCLUSION AND REFERENCE TO SPECIFICATION AND CONTRACT TERMS AND MASTER LICENSE AGREEMENT

The exhibitor expressly agrees to be bound by all of the terms and conditions, and specifications resulting from the master license agreement between The Midwest Clinic, the Metropolitan Pier and Exposition Authority, and the City of Chicago. A copy thereof shall be furnished to the exhibitor upon written request.

15. LOGO

The Midwest Clinic logo has been copyrighted and is protected by and under the U.S. copyright laws against its unauthorized use. The Midwest Clinic reserves the right to exclusive use in all respects. By becoming an exhibitor, the applicant acknowledges such exclusivity, and, further, agrees, not to use said logo without prior written consent of The Midwest Clinic.
