

EXHIBITOR TERMS AND CONDITIONS

1. **Space Rental.** In the event of fire, strike, or other uncontrollable circumstances rendering the Exhibit Area unfit or unavailable prior to the start of the Conference or if the Conference is canceled for any reason, this Agreement will not be binding, and the Exhibitor's registration and rental fees will be returned.

2. **Payment and Provision in the Case of Default by Exhibitor.** If any Exhibitor has not paid in full, by the start of the Conference on June 3, any sum owed to the League of American Orchestras' or *Symphony* magazine, or if any Exhibitor fails to perform any other terms and conditions of this Agreement, the League of American Orchestras reserves the right to terminate this Agreement immediately and to withhold from the Exhibitor possession of the space involved or to take immediate possession thereof. Any exhibition rental fee or registration fee paid by the Exhibitor to the League of American Orchestras is subject to the following cancellation fees: \$100 prior to or on May 15, 2019; 100% of the booth, registration and additional event fees after May 15, 2019. All cancellations and requests for refunds by the Exhibitor must be made in writing, and refunds will be based on the aforementioned schedule.

3. **Termination of Exhibition.** In the event that the premises in which the Conference is being held become, in the judgment of the League of American Orchestras, unfit for occupancy, or in the event that the holding of the Conference is substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of the League of American Orchestras, said Conference (or any part thereof), may be terminated by the League of American Orchestras without penalty. The League of American Orchestras shall not be responsible for delays, damage, loss, increased costs, loss of business, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of the League of American Orchestras. If the League of American Orchestras terminates said Conference (or any part thereof) as aforementioned, then the League of American Orchestras shall not be liable to the Exhibitor other than for a prorated refund of the Exhibitor's rental and registration payments, determined on the basis of the number of exhibit hours remaining. For purposes hereof, the phrase "cause or causes not reasonably within control of the League of American Orchestras" shall include, but not by way of limitation: fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott, or other labor disturbance, inability to secure sufficient labor, technical, or other personnel, failure, impairment or lack of adequate transportation facilities, inability to obtain, or condemnation, requisition, or commandeering of necessary supplies or equipment, local, state, or federal law, ordinances, rule, order, decree, or regulation, whether executive, legislative, or judicial, and whether constitutional or unconstitutional, or Act of God.

4. **Prohibited Uses.** Exhibitors are prohibited from exhibiting or promoting in their space any product, service, or merchandise not a part of their own regular product line(s) or artist roster. Sharing of booth space between two organizations is not permitted.

5. Character of Exhibits. Loudspeakers or operation of any amplification equipment without headphones is strictly prohibited. No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or sight of them or impedes the free use of the aisles. Display equipment or supplies may not be displayed or placed outside the Exhibitor's booth. The League of American Orchestras may establish and enforce such other requirements, as it deems necessary, to ensure the mutual interest of Exhibitors. Decisions on the appropriate character of exhibits will be made at the sole discretion of the League of American Orchestras show manager, and Exhibitor agrees to be bound by his decisions and to cooperate in the enforcement thereof.

6. Insurance and Liability. Exhibitor assumes entire liability and hereby agrees to protect, indemnify, defend, and save the League of American Orchestras, its employees and agents, and the Omni Nashville Hotel and its employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges, or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or usage of the exhibition premises or any part thereof, excluding any such liability caused by the sole negligence of the League of American Orchestras, the Omni Nashville Hotel their employees and agents. In addition, the Exhibitor acknowledges that the Omni Nashville Hotel and the League of American Orchestras do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor. Watchmen will be furnished after hours, but the furnishing of said watchmen shall not be deemed to increase the liability of the League of American Orchestras, its representatives and employees, its official service contractors, or the Omni Nashville Hotel and its representatives and employees, nor to modify in any way the assumption of risk and release provided for above. If insurance is desired, the Exhibitor must obtain it. It is recommended that Exhibitors take precautionary measures of their own, such as the securing of small or easily portable articles of value and the removal of them to a place of safe keeping after exhibit hours and during hours that you are not manning your exhibit booth.

7. Use of Space. The equipment furnished by the League of American Orchestras for a Standard 8 x10 Booth will consist of an 8-foot high back wall of draperies with aluminum uprights and stanchions with the side rails covered with draperies, One 8' table and 2 folding chairs. Exhibit height is restricted to the booth height. Tabletop Displays must not exceed 3 feet in height beyond the top of the table, and floor standing displays are not permitted with tabletop displays.

8. Care of Building. No signs shall be affixed to walls, drapes, electrical outlets, etc., by the use of nails, tacks, staples, or scotch tape. Whenever food or liquids are displayed or served, there must be suitable floor coverings to protect facility property. Any damage to facility property through carelessness of Exhibitors or their employees, agents, or guests must be paid by the Exhibitor. Any Exhibitor distributing stickers will be held responsible for removing them from any part of the premises.

9. Fire Regulations. Exhibitors must comply with Nashville fire regulations. All materials used in the exhibit areas must be non-flammable. Electrical signs and equipment must be wired to meet local codes. Fire extinguishers are not to be removed or obstructed in any manner.

10. Registration. All persons entering the Exhibit Area will be required to register as a Conference delegate and wear a League of American Orchestras-issued, unaltered badge for the duration of the Conference, including move-in and move-out time as well as exhibition show days. Anyone who permits an ineligible person to use his or her badge will be considered in breach of this Agreement.

11. Circulation and Solicitation. Distribution of circulars or promotional materials may be made only within the booth area assigned to the Exhibitor presenting such material unless otherwise indicated in a sponsorship agreement.

12. **Amendments.** The League of American Orchestras reserves the right to interpret, amend, and enforce the conditions, rules, and regulations of this Agreement with notice. Each Exhibitor, for him/herself, his/her agents, and employees, agrees to abide by all conditions, rules and regulations set forth in this Agreement and to abide by any amendment thereto or interpretation thereof.

In order to register as an exhibitor, you must accept these terms on the registration form. For any further questions or concerns, please contact Steve Alter at salter@americanorchestras.org.