2023 EXHIBITOR CONTRACT

Online Expo Contract: Sa	ave time and	complete fo	orm online at marching.musicforall.org/expo
Company Name (as it should appear in the expo directory)	:		
Address (as it should appear in the expo directory):			
City: St	ate:	_ Zip:	
Company Website (as it should appear in the expo director	y):		
Company Description:			
Main Contact:		Email: _	
			Fax: ()
Please make a copy for your files and return original by Sept	t ember 22, 2023, vi	a mail, fax or email to	o Music for All 39 W. Jackson Place, Suite 150, Indianapolis, IN 46225 Phone: 800-848-
2263; Fax: 317-524-6200, email: expo@musicforall.org. Bo			
EXPO EXHIBITOR OPTIONS			PAYMENT INFORMATION
☐ Standard Booth Area (No Novelty or Souveni	•		Full Fee is required in order to reserve booth space.
See Standard Booth Benefits page for more (\$765 per booth (10' x 10' booth)	uetaiis.		☐ Check is enclosed. ☐ Charge my VISA / MASTER CARD / AMERICAN EXPRESS/ DISCOVER
Quantity of booths desired			(circle one) VISA DISCOVER
□ Premium Area*	1 - 11		
See Premium Booth Benefits page for more \$1,350 per booth (10' x 10' booth)	details.		Card#:
Quantity of booths desired			
☐ Booth Location Request			Expiration Date: / _/ CVV:
*Please note the stadium map is not final and may be act for All are given priority booth placement in their respect			Signature:
sponsor/partner contract benefits. We must have all paper			Jignature.
we can complete the booth assignments.			
Requests will be processed based on postmark with full payment. Every effort will be made to acc			Page 2 of contract must be signed and
1st Booth Preference (Booth number or numbers for multiple contracte			returned before contract is complete.
			•
2nd Booth Preference (Booth number or numbers for multiple contract	ea Dootns)		Please send completed application by September 22, 2023:
3rd Booth Preference (Booth number or numbers for multiple contracted	ed booths)	_	Music for All Attn: Natalie Mince

*All exhibitors selling novelty items must be located in the Premium Area. Companies who are not selling novelty items CAN also reserve space in the Premium Area if they want the extended open hours. See "Sales from Booth" and "Logos" sections on page 2 of contract.

Special Requests - Indicate here if you wish to be located adjacent to another exhibiting company.

Music for All Attn: Natalie Mince 39 W. Jackson Place, Suite 150 Indianapolis, IN 46225 Fax: 317.524.6200

Fax: 317.524.6200 Email: expo@musicforall.org

Acct

2023 EXHIBITOR CONTRACT - PAGE 2

Terms, Conditions and Rules:

In consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, Music for All, Inc. ("MFA"), and the Exhibitor ("Exhibitor") agree as follows:

RENTAL FEE: In exchange for being allowed to exhibit its product(s) and/or services at the MFA 2023 Grand National Championships Expo ("Expo"), Exhibitor shall pay to MFA the amount provided on the Exhibitor's signed contract. MFA reserves the right to refuse reservations for any entity it deems not in keeping with its mission statement.

EXHIBITOR CANCELLATION AND REFUNDS: MFA will only issue refunds for cancellations made on or before October 2, 2023. Fees paid will be refunded less \$100 administrative fee per booth. Any refunds due will be paid by December 31, 2023. No refunds will be issued for cancellations made after October 2, 2023. In the case that an exhibitor must cancel their registration after October 2, 2023 due to unforeseen circumstances related to the COVID-19 pandemic, the booth fee paid may be applied to the 2024 Expo.

ASSIGNMENT OF EXHIBIT SPACE: MFA shall assign exhibit space to the Exhibitor in priority order based on receipt of a signed contract and payment. **Assignment of exhibit space is issued for the period of this Expo only and does not imply that the same or similar space be held or offered for future exhibits.** Every effort will be made to respect the Exhibitor's space choices whenever possible, but MFA's placement decision will be final. MFA reserves the right to transfer assignments when such action is deemed to be in the best interest of the total exhibition. MFA reserves the right to withdraw its acceptance of the contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's products or services are not eligible to be displayed in this exhibit space.

EXHIBIT SPACE: An exhibitor shall not assign any portion of its rented exhibit space to a third party. MFA reserves the right to see that third party promotional materials, products, literature and displays in the exhibit area are removed immediately.

INSTALLATION AND DISMANTLING: MFA will establish installation and dismantling hours (a.k.a. Load-In/Load-Out Hours). Exhibitor explicitly agrees that failure to install products in assigned exhibit space or fails to remit payment for space rental at the time specified, MFA shall have the right to take possession of said space and lease the same or any part thereof to such parties and upon such terms and conditions as it deems proper. In addition, the Exhibitor shall not dismantle or interfere with the orderly conduct and display of the exhibits until the Expo is closed to the public.

OFFICIAL DECORATOR: Fern Exposition and Event Services ("Decorator") is the official Decorator for the Expo, and will be the Exhibitor's direct contact and resource for equipment rental.

Fern Exposition & Event Services

1147 S White River Pkwy E Drive Indianapolis, IN 46225 Phone: 317.635.9606 Fax: 317.634.0993

DISPLAYS AND DECORATIONS: Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to exhibit space walls or floor. Exhibitor shall be held liable for any personal injury or property damages caused by failure to comply with said Expo rules. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to the exhibit space. No signs or advertising materials or devices shall be displayed outside of the assigned exhibit space or interfere with any neighboring exhibitor spaces.

SAFETY: Exhibitor shall ensure that all displays and decorations are flameproof, and that all wired devices and sockets are in good condition and meet the requirements of local law. The Exhibitor's display materials must not obstruct exits, fire alarms and fire extinguisher equipment. All booth materials must conform to local building, electrical fire safety and environmental codes.

SALES FROM BOOTH: Sales of attire, souvenir or novelty items can only be made in the **Premium Area**. Music for All does not guarantee any sales or take responsibility for revenue exchange during the event. Exhibitors selling attire, souvenirs or novelty items must reserve space in the Premium Area. The cost for space in the Premium Area is \$1,350 per booth. The sale of musical instruments and instrument-related equipment is allowed in the standard booth area. Music for All, its logos and marks are copyrighted. Music for All and Bands of America's names, logos or Grand National Championships or any reference to the event

may NOT appear on any items to be sold or distributed free of charge by any entity other than Music for All without express written consent in advance. At the conclusion of the 2023 Expo, the Premium Booth exhibitor shall be required to provide MFA with a report of sales generated during the Grand National Championships. Failure to provide such information will be considered when making future booth requests.

EXHIBITOR CONDUCT: Exhibitor shall not congregate or solicit trade in the aisles. The prior written consent of MFA is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanism reproduction of sound. Such employment or use shall be confined to the Exhibit Space. MFA, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. Exhibitors are prohibited from bringing alcoholic beverages into the Exhibit Area. Exhibitors or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste. Exhibitor shall abide by and observe all laws, rules regulations and ordinances of any applicable government authority and all rules of the Exhibit Building.

MEDIA: MFA shall document the Expo through the use of photographs, video recordings, audio recordings, and other forms of media (collectively the "Media"). The Exhibitor may be captured by or otherwise the subject of the Media throughout the Expo. The Exhibitor authorizes MFA to use such Media in MFA materials. Exhibitors are prohibited to engage in Media production without prior consent of MFA.

LOGO: MFA and Bands of America logos have been copyrighted and are protected by and under the U.S. copyright laws against its unauthorized use. By becoming an exhibitor, the applicant acknowledges such exclusivity, and, further agrees not to use said logo.

WEBSITE: The internet website *www.musicforall.org* is owned by Music for All, and may provide links to other websites not in its control, and is not responsible for the content of any linked website and does not make any representations regarding the content or accuracy of information on such third party website, nor does the inclusion of any link necessarily imply that MFA endorses, approves, or sponsors any information available at the linked site of any products that may be sold there. Permission must be granted by MFA prior to using MFAS logos.

CONTACT INFORMATION: MFA will collect contact information for each exhibitor. The Exhibitor authorizes MFA to print its contact information in the Grand Nationals Program Book and release their contact information to sponsors and supporters of MFA.

CANCELLATION/TERMINATION OF EXPO: If the premises where the Expo is to be housed are destroyed or damaged, or if the Expo or any part thereof is prevented from being held, or is cancelled or terminated, in whole or in part, due to any Act of God or force majeure, including without limitation, pandemic, including COVID-19; war; weather; fire; flood; strike; governmental prohibition; labor dispute or similar caused beyond the control of the parties; MFA in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by MFA and reasonable compensation to MFA. In no case shall the amount of refund exceed the amount of the exhibit fee paid.

INDEMNITY AND LIMITATION OF LIABILITY: Neither MFA, Bands of America, nor the host Lucas Oil Stadium facility ("Exhibit Building"), nor any of its officers, agents, employees, or other representatives shall be held liable, and they are hereby released from liability for, any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, water, or accident or any other cause. Exhibitor shall indemnify, defend and protect MFA and the Exhibit Building and save MFA and the Exhibit Building harmless from any claims, demands, suits, liability damages, loss, costs, attorneys fees, and expenses of any kind which might result from or arise of any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance for its property and liability.

AGREEMENT TO TERMS, CONDITIONS AND RULES: It is Exhibitor's responsibility to be fully familiar with the terms of this agreement and to observe and abide by the foregoing Terms, Conditions and Rules.

Name:	
Signature of Authorizing Person:	
Signature of Authorizing Person	-
Company:	
Date:	_