

Conditions, Terms, Rules and Regulations

The conditions, terms, rules and regulations herein constitute part of the completed registration for exhibit space by Exhibitor at the Convention presented by the Maryland State Education Association, Inc. (herein after referred to as "MSEA"). The Convention will be held at the Roland E. Powell Convention Center (herein after referred to as "REPCC").

1. Booth space will be allotted at this Convention in the order in which payments and signed contracts are received at its office. Reservations should list not less than three choices. Booth costs are based on the amount of space rented and are as follows:
 - 10' x 10' Booth Space (In-line): \$500
 - 10' x 10' Booth Space (Corner): \$750
2. Full payment of the listed cost of exhibit space desired must accompany the completed registration form.
3. No exhibitor may charge an admission fee to his booth.
4. In the event that the total price of exhibit space is not paid 60 days prior to the event date, MSEA may without notice to the Exhibitor and without any liability whatsoever to him, offer the space involved for sale to others.
5. In the event that the Exhibitor fails to exhibit in the space allotted to him on opening day of the event, MSEA may make such use of said space, as it sees fit without any liability whatsoever to the Exhibitor who shall remain liable to MSEA for the payment of the total booth price due under the contract.
6. The following equipment and furniture is included in the booth price and is to be furnished by MSEA: a 10' x 10' booth space, 8' pipe and drapery back wall, and 3' side drapery walls, one 6' draped table, two chairs, one wastebasket, one booth identification sign, one 110 volt, 500 watt electrical outlet, listing in the exhibitor directory, general perimeter security, and daily aisle carpet cleaning.
7. The expense of installation or rental of any equipment, furniture, signs or appliances other than those enumerated in paragraph #6 hereof, shall be borne by the Exhibitor. The expense of installation or rental of additional electrical connections or electrical equipment required by the Exhibitor shall be borne by the Exhibitor.
8. All exhibit backgrounds must conform to the standard set by MSEA, which is as follows: no side rails may exceed 3' in height, background must not exceed 8' in height, including the sign, which must not protrude from the back wall more than a maximum of 36" above the prescribed railing.
9. Exhibit booths must be staffed at all times during the hours of exhibition. It is disturbing to the members as well as to adjacent exhibitors if exhibits are not opened on time or are closed before the scheduled closing hours. All exhibitors and exhibits must remain intact until the official closing hour. Violators will not be invited to exhibit at further meetings.
10. The Exhibitor hereby agrees that the booth to be occupied by it at this Convention will be properly constructed and attractively decorated by it in conformity with the general design and decor of the other booths at such Convention, and in full and complete compliance and conformity with the general regulations established for the construction and decorations of booths by said Convention.
11. Distribution of circulars or other materials may be made only within the assigned space.
12. No organization that excludes persons from membership shall be an exhibitor in the MSEA Convention. Participation by commercial exhibitors shall be limited to equal opportunity employers.
13. Over-the-counter sales are permitted as long as they do not interfere with the free flow of traffic in the Exhibit Halls. All such sales must be made from the front of the booth Exhibitors with corner booths are entitled to transact business only across the front portion of the booth. All exhibitors making over-the-counter sales must collect the 6% Maryland Sales Tax.
14. Exhibitors, other than the grower, maker or manufacturer, who display and sell goods, wares, chattels, or merchandise are required to obtain a Trader's License. A license is not necessary if the exhibitors submit to MSEA an affidavit stating that exhibitor derives less than 10% of his/her annual income from the sales of goods, wares, chattels, or merchandise, and has not participated in more than three Conventions during the previous 365 days.
15. All booth decorations must be fireproofed in a manner satisfactory to the City Fire Department. The Exhibitor hereby agrees to indemnify MSEA, the REPCC, or any of their respective officers, agents, employees or representatives against all claims resulting from failure to comply with this regulation; MSEA, the REPCC, or any of their respective officers, agents, employees or representatives shall be held in no way liable for any action resulting from the lack of proper fireproofing, of any exhibitor's property. It is advisable that exhibitors have certificates of fireproofing available for inspection by the City Fire Department if necessary.
16. The Exhibition will close at 1:00 PM on the last day of the Convention and all exhibits must be removed from the exhibit floor not later than 2:30 PM of that day. No Exhibitor can dismantle a booth at any time during the Exhibition nor before 1:00 PM on the last day of this Convention except on specific written permission from MSEA. Exhibitors must observe the move in and move out times in this contract.
17. Booths can be occupied only by the Exhibitor making the reservation and contract. No booth can be occupied in whole or in part, for any purpose whatsoever by any other person or persons, and no subletting nor joint use by any means or for any purpose is permitted. No manufacturer's agent or manufacturer's exhibitor may have or display in his booth or offer for sale or sell or give away or distribute in any manner, or advertise any product, equipment or furniture other than that made, packed or produced or manufactured by such Manufacturer Exhibitor or agent, unless the manufacturer of such other products, equipment or furniture has also taken booth space directly through MSEA especially for the display of such products, equipment or furniture.
18. No supply dealer Exhibitor can have or display in his booth the products, equipment or furniture of any manufacturer not exhibiting in booth space taken directly through MSEA for the display of such products, equipment or furniture.
18. Any products, equipment or furniture placed in a booth in violation of paragraphs #17 and #18 hereof may be removed forthwith by MSEA from such booth, at any time, by any reasonable means, without any liability whatsoever to the Exhibitor. Notice of violations may be given by MSEA and exhibitors may have an opportunity to correct said violations; non-compliance will result in removal.
19. All exhibits including products, equipment and furniture must be confined wholly within the booth space as shown on the official floor plan. No use for any purpose whatsoever may be made of aisles or any other space adjacent to the booth reserved.
20. No Exhibitor can install or use any loud speaker, public address system, amplifier, megaphone or similar device or use any sales methods which in the sole judgment of MSEA, may be annoying or prove a nuisance to MSEA.
21. MSEA will provide security for the exhibit hall but it is understood that all products, equipment, furniture and furnishings of the Exhibitor are placed and exhibited at the sole risk of the Exhibitor and that MSEA, the REPCC, or any of their respective officers, agents, employees or representatives assume no responsibility of any kind. Therefore it is suggested that the Exhibitor remove valuable samples or movable equipment from the booth reserved overnight.
22. MSEA, the REPCC, or any of their respective officers, agents, employees or representatives shall not be responsible or liable in any way for any injury to person or property, loss or damage of any kind, sustained by any Exhibitor, employees of the Exhibitor or any other person by reason of fire, theft, water, accident or fault of MSEA or any of its servants, agents or employees or for any other cause whatsoever. It is further understood that the Exhibitor will indemnify and hold harmless MSEA, the REPCC, and any of their respective officers, agents, employees or representatives from damages, loss cost or expense of any and all kind for any claim or legal action arising out of or by reason of personal injuries or property damage of any kind whatsoever, as well as the cost and expenses incurred against any such claim or claims, action or actions, arising out of the sole or contributing negligence of the Exhibitor, employees, servants or agents of MSEA.
23. Should any Exhibitor misrepresent any product or article displayed in a booth, MSEA may forthwith and without any liability whatsoever, terminate this contract for such booth and require the Exhibitor to remove from the premises all his products, equipment and furniture.
24. MSEA may, at any time, forbid the installation or continuance of any exhibit or part thereof which in its sole judgment and discretion, is detrimental to the interests of any other Exhibitor or MSEA or which is conducted in an objectionable manner, and may, at any time and without notice, summarily remove any such exhibit or part thereof without any liability whatsoever to the Exhibitor.
25. The Exhibitor shall comply with all the terms and provisions of all union or other contracts in effect at the time of the Convention affecting any phase of its conduct, construction, or relating to the building or premises wherein it shall be conducted.
26. The decision on all matters which may arise not herein specifically covered or referred to, rests in the sole discretion or judgment of MSEA and the Exhibitor agrees to accept the same, including adherence to any health and safety protocols put in place by MSEA for all participants or attendees. MSEA shall not be liable in any respect or any way for any such decision provided it acts reasonably and in good faith.
27. MSEA may, at any time prior to the scheduled opening date of the Convention, change the dates thereof (but not reduce the total time thereof), change the floor plan, or transfer the Convention to another building.
28. MSEA or any of their respective officers, agents, employees or representatives may, without incurring any liability of any kind whatsoever, require any Exhibitor who violates any of the provisions of this contract or of its Conditions, Terms, Rules and Regulations, to forthwith remove himself together with his products, equipment and furniture, from the Convention.
29. Cancellation of Participation: Exhibitor may cancel either its participation in the Convention or a portion of its exhibit space only upon written notification to MSEA and subject to the following schedule of liability:
 - A) Notification received by MSEA on or before September 1, 2022 Exhibitor shall receive a full refund of the total exhibit fee minus \$50 processing fee.
 - B) Notification received by MSEA after September 1, 2022, Exhibitor shall be liable for the total exhibit fee.
 - C) A pandemic, public health crisis, which would make it inadvisable or illegal to hold the event.All such sums that are retained or are owing may be retained by MSEA in its discretion, as liquidated damages. In addition, MSEA shall have the right, at its option, to instead pursue other legal or equitable remedies available to it in the event exhibitor defaults or fails to exhibit. If, because of war, fire, labor strikes, picketing, exhibit facility construction or renovation project, government regulation, public catastrophe, bomb threats, act of God or the public enemy or other cause beyond the control of MSEA, the Convention or any part thereof is prevented from being held, and is canceled by MSEA or the Exhibit Space becomes unavailable, MSEA in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the agreed upon exhibit fees received by MSEA which remains after deduction expenses incurred by MSEA in connection with the Convention and reasonable compensation to MSEA but in no case shall the amount of the refund to the Exhibitor exceed the amount of the exhibit fee paid by the Exhibitor.
30. No agent or employee of MSEA has authority to modify, vary, change or waive any provisions of this contract or of these Conditions, Terms, Rules and Regulations and no such modification, variation, change or waiver shall be effective or binding upon MSEA unless in writing signed by an authorized officer of MSEA. The waiver by MSEA of strict compliance with or performance of any of the provisions hereof, shall not be deemed to include a waiver of any other provision.
31. MSEA reserves the right to refuse applications from any exhibitors whose products are in competition with those offered by NEA Member Benefits business partners.