



MLA 2011 ANNUAL CONFERENCE  
OCTOBER 12-14, 2011  
Duluth Entertainment Convention Center • Duluth, MN



Minnesota Library Association • 1821 University Ave W, Ste S256 • St. Paul, MN 55104 • 651-999-5343 • 651-917-1835 fax • mnlbraryassociation.org

## Exhibitor Rules and Regulations

All matters and questions not covered by the Rules and Regulations are subject to the decision of the Minnesota Library Association (MLA). The Rules and Regulations may be amended or supplemented at any time by MLA and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the original Rules and Regulations.

- Qualifications:** Eligibility is limited to vendors whose products are of interest to MLA. All applicants are required to submit the nature of their business and the scope of their products and/or services to be exhibited. This and other information are provided on the Exhibitor Application, which must be completed by each vendor seeking to exhibit at conference. MLA reserves the right to reject any application to exhibit.
- Assignment of space:** Initial space assignments will be made on a first-come, first-served basis at the discretion of MLA. MLA reserves the right to make appropriate changes in exhibitor locations as it deems necessary for the overall success of the Exhibit.
- Use of space:** The space contracted for is to be used solely for the Exhibitor whose name appears on the Exhibitor Application, and it is agreed the Exhibitor will not sublet nor assign any portion of same without written consent of MLA.
- Hold harmless:** Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the premises of the exhibit hall. Exhibitor shall indemnify, defend and hold MLA and their respective agents, employees, successors and assigns, from any and all liability, responsibility, loss, damage, claim, cost or expense of any kind whatsoever (including attorney's fees) which any of them may incur, suffer, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission of the Exhibitor, its employees, agents, licensed or invitees. The Duluth Entertainment Convention Center and MLA shall not be responsible in any way for damage, loss or destruction of any property of Exhibitor or for any injury to Exhibitor, its agents, employees, licensees or invitees.
- Cancellation by Exhibitor:** If notification of cancellation is received by September 16, 2011, a refund less a \$50.00 cancellation fee will be issued. No refunds for exhibit cancellations made after September 16, 2011.
- Security and insurance:** MLA and the Duluth Entertainment Convention Center and their respective agents and employees shall not be responsible for the safety of the property of the Exhibitor, its agents or employees, from theft, damage by fire, accident or any other cause. It shall be the Exhibitor's responsibility to maintain such insurance against personal injury and property damage liability in such amount as the Exhibitor deems appropriate.
- Installation and dismantling:** Exhibitor shall observe the published move-in and move-out times. Failure to remove an exhibit in the allowed time will afford MLA the right to remove same to a warehouse, subject to the Exhibitor's disposition, with all charges to follow at no liability to MLA.

<b>Exhibit design and amenities:</b>	All exhibits must remain within the confines of their own spaces and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, cause injury or affect the display of other Exhibitors. Arrangements for specialized electrical hookup, phone lines, audio visual equipment, Internet access and other materials are available for additional charges. Order forms will be provided in a separate service kit. Due to constraints of facility, MLA does not guarantee high-speed Internet access. Any additional expenses incurred in association with special arrangements are the responsibility of the Exhibitor.
<b>Compliance:</b>	Exhibitor agrees to adhere to and be bound by all (1) applicable fire, utility, and building codes and regulations; (2) any rules and regulations of the facility where the Exhibit is held; (3) the terms of all leases and agreements between MLA and said facility; (4) the Americans with Disabilities Act, to the extent required to make Exhibitor's exhibit accessible to persons with disabilities; and (5) the terms of all leases and agreements between MLA and any party relating to the Exhibit. Exhibitor shall not do or permit others to do anything in the facility which would in any way increase the insurance premiums payable by MLA or the facility.
<b>Restrictions:</b>	MLA reserves the right to restrict exhibits that may have been falsely entered, or may be deemed unsuitable, objectionable or detract from the general order of exhibits. Because of aggressive enforcement laws related to copyrighted music, we must ask our exhibitors either (1) not to play live or recorded music that is subject to licensing by BMI, ASCAP or any other organization authorized to license copyrighted music, or (2) to obtain themselves, at their sole expense, the proper license from the copyright holder.
<b>Rights in the event exhibit is not held:</b>	Should MLA elect to cancel the Exhibit, MLA's liability to Exhibitor shall be the refund of any payments for booth space received. MLA shall not be liable for any consequential damages, which may arise from such cancellation. Should the Exhibit be canceled due to circumstances beyond the control of MLA, including but not limited to acts of God, acts of war, governmental emergency, labor strike or destruction of exhibit facility, MLA shall return each Exhibitor's space payment less a pro-rata share of costs and expenses incurred.
<b>Changes in floor plan:</b>	MLA reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the Exhibit.
<b>Badges:</b>	All representatives of exhibiting organizations are required to wear a badge while in the exhibit area and to conference functions.
<b>Hospitality suites:</b>	By executing this contract, Exhibitor agrees that its entire exhibit and display will be confined to the exhibit hall and the booth space assigned. Exhibitor agrees not to operate hospitality suites during regularly scheduled hours of meeting, exhibits or other MLA functions.
<b>Violations of Rules and Regulations:</b>	Violations of these Rules and Regulations will afford MLA the right to prohibit Exhibitor from exhibiting at the current year's conference (in which case Exhibitor shall forfeit its booth payments) and/or prohibit Exhibitor from exhibiting at the following year's conference; provided, however, that the imposition of one or more of these remedies by MLA shall not in any way limit available remedies provided in other provision of this contract or by law.