



MSA FORWARD 2025 Exhibitor Rules & Regulations

1. **BOOTH/SPONSORSHIP FEE.** The Exhibitor/Sponsor agrees to make full payment for the booth/sponsorship fee on the eShow website for MSA Forward 2025.
2. **MEMBERSHIP.** All organizations and exhibitors must be a member in good standing.
3. **CANCELLATION.** Cancellations made by March 7, 2025, date will be granted if we can sell the space to someone else. If resold, a full refund will be issued. If booth is unable to be sold the price of the booth and/or sponsorship is non-refundable. All refund requests must be sent to events@museumstoreassociation.org in order to be processed. No refunds will be issued after March 8, 2025.
4. **EXHIBITOR/SPONSOR REPRESENTATIVE.** The Exhibitor/Sponsor will name one (1) individual as the duly authorized representative in charge of the exhibit. The individual will assume responsibility for all negotiations with MSA and the official general service contractor. In addition, this individual will receive all official correspondence from MSA referring to the exhibit and/or sponsorship and will be responsible for communicating this information to the registered personnel from the exhibiting/sponsoring company and other third-party contractors. This person is the sales contact and NOT automatically registered to attend the expo.
5. **EXHIBITING PERSONNEL.** All exhibitors must register for badges. One (1) full conference registration for staff. One additional registration for booths larger than 50 sq ft will also be included. Additional staff can register for \$215 per person.
6. **BOOTH CHANGES.** If this can be accommodated, then there is no charge for the change.
7. **SUBLETTING/SHARING.** The Exhibitor may not assign, sublet or apportion the whole or any part of the Booth space allotted, or represent, advertise or distribute literature for the products or services of any other firm or individual. The use of the Booth is strictly limited to the Exhibitor and its contracted representatives for whom the admission fee described in Item 1 above has been paid. If one company represents multiple entities, they must clarify within the contract under "We will display the following items, products, or services".
8. **MERCHANDISE.** The Exhibitor agrees to display only their own merchandise lines; no other merchandise will be permitted to be shown in the Booth. Exhibitors must adhere to the guidelines outlined in the MSA Code of Ethics.



MSA FORWARD 2025 Exhibitor Rules & Regulations

9. **DISPLAY LIMITATIONS.** Booth furniture, display equipment, or merchandise may not protrude from the Booth. The arrangement of the Exhibitor's merchandise and/or Booth furnishings must also conform to the following requirements:
 - a) The display (including merchandise therein) does not exceed a total height of 8 feet.
 - b) The display does not interfere with any other Exhibitor's display.
 - c) All display structures are self-standing and do not rely in any way on the Booth structure for support. Exhibitors are not permitted to attach anything to the booth drape.
 - d) The tradeshow colors will be black drape and black for the aisle carpet. Exhibitors may choose to use their own floor coverings. Floor coverings are mandatory. The expo hall concrete floor can NOT be visible.
 - e) Configuration of Booth must remain as contracted.
 - f) The Exhibitor agrees to abide by any additional rules and regulations or other requirements of the Los Angeles Convention Center.
 - g) All materials, including those used for display purposes, must be suitably fireproofed to conform to the requirements of the Los Angeles Fire Department and the Los Angeles Convention Center.
 - h) No decorations, advertising, products or signs shall be outside or behind the Booth.
 - i) All sound devices must be turned to a conversational level and should not interfere with or be objectionable to neighboring exhibitors. Exhibitors demonstrating audio merchandise must provide and use headphones.
10. **BOOTH IDENTIFICATION SIGN.** Each Booth will be provided with an ID sign denoting the Company name, booth number, and must be visible in the Booth at all times. Please note in the registration how your name should appear on the sign.
11. **MATERIAL HANDLING.** The Exhibitor undertakes to use only the authorized decorating company for drayage. Material handling charges are the sole responsibility of the Exhibitor. Shipping and rate information will be available in the exhibitor service kit from the official show general contractor.
12. **FREIGHT HANDLING:** All work involved in the loading and unloading of all trucks, trailers, and common contract carriers from the facility docks, including empty crates, and the operation of material handling equipment, is under the jurisdiction and control of the contracted decorating company. Privately Owned Vehicle (POV) Exhibitors may hand-carry materials. Convention Center lobby areas, side doors, escalators, and passenger



MSA FORWARD 2025 Exhibitor Rules & Regulations

elevators **are not to be used** to bring in expo freight. Vehicles are not allowed to double-park at any entrance to the convention center.

13. **STORAGE.** All cartons and other containers used to transport merchandise and displays to the expo will be stored only in the area designated by the decorator and in line with all local fire marshal rules and regulations.
14. **DISTRIBUTION OF FOOD AND/OR BEVERAGES.** The Exhibitor may not distribute foodstuffs or beverages from its Booth or elsewhere on the Los Angeles Convention Center property unless purchased through convention center catering. No alcoholic beverages may be brought into the premises.
15. **TIMETABLE.** The Exhibitor is bound by the expo timetable published by MSA and to any variations in that timetable that may have to be introduced during the period of the MSA Expo at MSA's sole discretion. Breakdown or Booth closing by the Exhibitor before the published end of the expo is prohibited.
16. **INSURANCE OF EXHIBITOR PROPERTY.** The Exhibitor acknowledges that MSA and the Los Angeles Convention Center do not maintain insurance coverage for the Exhibitor's property and do not accept responsibility for any loss. It is the sole responsibility of the Exhibitor, if it so desires, to obtain insurance covering the Exhibitor's property and business.
17. **RESPONSIBILITY** Exhibitor remains solely responsible for the safety of its property at all times during transit to and from MSA FORWARD and in the Expo Hall. Neither MSA, its directors, officers, employees, agents, subcontractors nor management of the Expo (hereinafter "Show Management") are responsible for the Exhibitor's property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify, defend and hold Show Management, MSA, their respective officers, directors, employees, agents, and each of them, harmless from and against

a) Exhibitor's performance or breach of this Contract including acts of its employees, agents, and contractors.

b) Exhibitor's failure to comply with applicable laws, regulations, and ordinances.

c) All claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees, or invitees.



MSA FORWARD 2025 Exhibitor Rules & Regulations

This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence, or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EXPO RULES & REGULATIONS.

18. PROOF OF LIABILITY INSURANCE (COI) ALL Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

- General liability with limits not less than \$1M per occurrence, \$2M aggregate
- Owned (if applicable), hired and nonowned auto liability with limits not less than \$1M per occurrence Workers' compensation with state statutory limits Employer's liability with limits not less than \$500k/\$500k/\$500k
- Commercial umbrella liability with limits not less than \$1M
- Personal property and equipment on a special form replacement cost basis MSA and the Los Angeles Convention Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.
- A waiver of subrogation must apply to all policies.
- All carriers are to maintain an A.M. Best rating of not less than A- VII.

19. ETIQUETTE/ETHICS. The Exhibitor is requested not to enter another Exhibitor's Booth without permission. Photography of another Exhibitor's Booth display is prohibited.

20. CHARACTER OF EXHIBIT AND MEETING. The character of the exhibit is subject to the approval of the meeting organizers. The right is reserved to refuse contracts not meeting the standards required or expected, as well as the right to curtail exhibits, or parts thereof, which reflect against the character of the meeting. This reservation applies to persons and their conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitations, which affect the character of the exhibit.

21. SOLICITATION. Solicitation of any kind by the Exhibitor on the Los Angeles Convention Center's premises outside the Exhibitor's Booth is prohibited.



MSA FORWARD 2025 Exhibitor Rules & Regulations

Solicitation of business on the Los Angeles Convention Center premises, except by Exhibitors, is prohibited. No advertising or solicitation of any kind on the Los Angeles Convention Center's premises shall be posted or distributed except at the Exhibitor's Booth.

22. **LIABILITY LIMITED.** The Exhibitor understands and agrees that employees or agents of the City of Los Angeles and the Los Angeles Convention Center, including law enforcement personnel (collectively "Public Employees"), will have access to the Los Angeles Convention Center and, that notwithstanding, any security services provided by MSA. MSA assumes no responsibility for acts or omissions of any Public Employee or the acts or omissions of any other persons or entities not an employee or agent of MSA. MSA is not responsible for any costs, damage, injury, annoyance, or inconvenience to the Exhibitor, its property, employees, or agents, resulting from fire, the elements, acts of God, mob riot, war or civil commotion or civil authority, terrorism or threat of terrorism, or labor difficulties, lockouts or strikes against MSA or the contracted decorator, or other causes beyond the control of MSA. MSA is not responsible for any inconvenience to the Exhibitor due to issues that may arise with shipping or travel companies including airlines.
23. **DEFAULT.** The Exhibitor shall be in default under this contract for any failure to comply with the terms and conditions hereof. Any default will automatically result, at the sole discretion of MSA, in revocation of permission to use the Booth or otherwise participate in the expo. MSA shall have the right to remove the Exhibitor's property from the Los Angeles Convention Center and to store such property at the Exhibitor's sole risk and expense if the Exhibitor's property is not immediately removed upon revocation of permission to use the Booth. Any waiver by MSA of its rights upon a default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the Booth is terminated pursuant to a default and shall continue to be bound by the Agreement in the events of such termination, including, but not limited to, the reimbursement of MSA for damages.
24. **REMOVAL OF EXHIBITOR'S PROPERTY.** MSA reserves the right to remove the Exhibitor's property, or appoint the Los Angeles Convention Center, the official decorator, or some other person to do so, at the Exhibitor's sole expense and risk, from the Los Angeles Convention Center, if MSA's license to use the Los Angeles Convention Center is revoked for any reason and if such property is not removed by the Exhibitor within a reasonable amount of time after MSA's request to do so.



MSA FORWARD 2025 Exhibitor Rules & Regulations

25. **RETURN OF BOOTH.** The Exhibitor will return the Booth no later than Saturday, May 10, 2025 to the Los Angeles Convention Center in the same condition as when first occupied, normal wear and tear accepted. The Exhibitor shall reimburse MSA for any stains, etchings, acid or other burns, adhesive residue, or other damages or debris caused or left by the Exhibitor or its representatives.
26. **PROHIBITED MATERIALS.** The Exhibitor shall not bring or permit in the Los Angeles Convention Center any flammable, explosive, or volatile material or material under high pressure, including gasoline, kerosene, acetylene, propane, or other fuels or combustibles. Fire Retardant: Materials used in the construction of displays are subject to inspection by the Fire Prevention Bureau and/or the Los Angeles Convention Center operations for compliance.
27. **EXHIBITION HALL RULES AND REGULATIONS.** The Exhibitor shall comply with all the Los Angeles Convention Center Rules and Regulations, whether or not stated in this contract, and all applicable federal, state, and local laws. The Exhibitor shall obey the instructions of MSA, The Los Angeles Convention Center staff and law enforcement officials at all times on the Los Angeles Convention Center's premises. Covered Booths: Any covered exhibit space requires a fire extinguisher but not a smoke detector. Smoking is not prohibited in the Los Angeles Convention Center. Electrical Equipment: All electrical equipment must be UL-approved.
28. **MSA PHOTOGRAPHY.** The Exhibitor understands that during the 2025 Expo, the Exhibitor's Booth, merchandise, shelf, or staff may be photographed. The exhibitor permits for any resulting photographs to be used by MSA for promotional or educational purposes.
29. **MSA LOGO USAGE.** Usage of the MSA logo in any form must be approved by MSA. All usages of the MSA logo must strictly adhere to the MSA graphics standards. For final use of the MSA logo will only be granted once an example of use is presented and approved by MSA.
30. **LICENSES AND PERMITS.** The Exhibitor, at its own expense, will obtain all licenses, permits, and approvals required and pay all taxes, including, but not limited to, sales tax, which accrues during the expo.
31. **INDEMNIFICATION.** Exhibitor shall indemnify, defend, and hold MSA harmless from and against any and all claims, losses, liabilities or damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by any installation, removal, maintenance, occupancy or use of the Los Angeles Convention Center or any part thereof, by Exhibitor. Exhibitor shall comply with all federal copyright laws and



MSA FORWARD 2025 Exhibitor Rules & Regulations

regulations issued thereunder and the laws of unfair competition for all materials displayed in, advertised, or sold from the Booth. Exhibitor shall indemnify, defend, and hold MSA harm-less from and against any and all claims, losses, liabilities, or damages resulting from Exhibitor's failure to comply.

32. **ACTS OF GOD, FIRES, STRIKES, ETC.** The performance of the Agreement by MSA shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 45 percent of prospective Event attendees from appearing at the Hotel, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Agreement. The Agreement may be cancelled by MSA, without liability, damages, fees, or penalty, and MSA may retain such part of the Exhibitor's rental as shall be required to recompense management for expenses incurred up to the time such contingency shall have occurred. In no event will MSA provide any refunds of airline tickets, hotel charges, or other charges incurred in connection with exhibitor's attendance of the event.
33. **DISPUTES.** The decision or opinion of the Expo Manager in the interpretation of this contract shall be final and binding on the Exhibitor.
34. **ATTORNEYS' FEES.** If either party hereto brings any legal action or other proceeding for the enforcement of this agreement or because of an alleged dispute, breach, default, or misinterpretation in connection with any of the provisions of this agreement, the prevailing party shall be so entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to such other relief to which it is determined to be entitled.
35. **SEVERABILITY.** The unenforceability, invalidity, or illegality of any provisions of this contract shall not render any other provision of this contract unenforceable, invalid, or illegal.
36. **ENFORCEMENTS/MISCELLANEOUS.** The Expo Rules & Regulations set forth herein will be enforced by MSA. This Contract is governed by State of



MSA FORWARD 2025 Exhibitor Rules & Regulations

California law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in California, with respect to any action arising out of this contract or MSA FORWARD. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

37. This Contract will be binding on the Exhibitor's heirs, successors, and assigns.
38. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE LOS ANGELES CONVENTION CENTER, MSA FORWARD, MSA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "MSA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACTOR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE MSA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT MSA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND MSA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY MSA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.