



COMMERCIAL MEMBER RULES & REGULATIONS

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MUSE Commercial Member Rules & Regulations

The Commercial Member guidelines provide comprehensive policies and procedures to support consistent operations for all MUSE related vendor activity. Please note that these guidelines are subject to change at the discretion of the MUSE Board as required. Some of the sections below pertain specifically to activities related to the International Conference or one of the smaller MUSE events and are identified respectively. Note that all dollar figures are quoted in U.S. dollars and are subject to change.

Commercial Membership

Each vendor must have a MUSE Commercial Membership to participate in the MUSE organization. This includes participation at the International Conference as well as all other events, conferences or education presented by MUSE throughout the year. Benefits include but are not limited to:

- o The opportunity to attend and/or exhibit at the conferences (size permitting.)
- o Sponsorship opportunities
- o Access to the secure pages of the MUSE website.
- o The ability to purchase advertising in MUSE Matters, in the International Conference Program, on the MUSE website and within the monthly MUSE newsletter.
- o Access to the MUSE membership lists as well as attendee lists from MUSE conferences.

Once a vendor attains membership, the vendor will receive a membership number and become a Commercial Member. Consequently, the vendor is expected to operate according to the MUSE Commercial Member Rules & Regulations and bylaws.

The MUSE Board of Directors can revoke a membership at anytime for behavior, actions, conduct, or activities that are deemed detrimental to the MUSE organization. Membership may also be revoked if the MUSE Board of directors deems that MUSE membership creates a conflict of interest for the Commercial Member.

Applying for a Commercial Membership

A vendor may request MUSE membership by submitting the “Commercial Membership Application” form available on the [MUSE website](#).

The MUSE Board of Directors will review and approve each application to ensure appropriateness of MUSE membership as described in the MUSE bylaws. Annual membership renewals are not guaranteed. At the end of a membership year, MUSE can request that an existing Commercial Member reapply for annual membership to have their eligibility reassessed.

Should a Commercial Member merge with, purchase or be purchased by another company, the Commercial Member must reapply to establish continued eligibility as a member of MUSE. The application fee will not apply in this situation.

MUSE is not a trade show. MUSE is a user group meeting for sites using the MEDITECH applications. MUSE offers opportunities for networking, education, and training focused specifically on the MEDITECH applications. Only those companies offering products and/or services that are complimentary to the MEDITECH applications need apply for membership. Companies offering a similar suite of applications are discouraged from applying. Participation by such companies would not meet with the goals of MUSE, nor would it support the MUSE mission statement. This criterion is true for those members wishing to renew their annual membership.

Membership Fees

The current annual Commercial Member renewal fee is \$1,000.00. To qualify for membership renewal, a vendor must be an existing Commercial Member in good standing as determined by the MUSE Board of Directors. The membership year is January 1 through December 31. Existing Commercial Members are invoiced in December. Membership fees will be reviewed annually and adjusted as needed. Membership fees are non-refundable.

New vendors must apply for membership as described above. The current fee for new membership is \$3,500.00 – comprised of a one-time application fee of \$2,500.00 and an annual membership fee of \$1,000.00. Membership fees will be reviewed annually and adjusted as needed.

The full payment for membership is required regardless of the time year for vendors joining MUSE or for those renewing their membership. Note that, once paid, application and membership fees are non-refundable.

Use of Membership or Attendee Lists

MUSE Commercial Members have access to MUSE membership lists and attendee lists for MUSE events. Commercial Members may use these lists for direct marketing purposes but must follow these guidelines:

1. MUSE membership and attendee lists are available for communications that are relevant to MUSE Event attendees and MUSE members in general. If asked, Commercial Members must be able to clearly identify the value of the communication, from the recipient's perspective, to the MUSE Board of Directors. The assessed value of the communications is at the sole discretion of MUSE.

2. MUSE membership and attendee lists include a wide range of MEDITECH hospital users. It is the responsibility of the Commercial Member to use all available information to sort and distill their final list to the target market prior to launching the marketing. Examples of sorting categories include, but are not limited to:

- | | |
|---------------------|---|
| a. Location | c. Type of MEDITECH products being used |
| b. Size of hospital | d. Job description of the recipient |

3. Although there are no specific maximum number of marketing campaigns dictated by MUSE, it is expected that a Commercial Member does not send out emails so frequently that being on the MUSE mailing list becomes undesirable to Facility Members. If a specific company is abusing this flexibility or has shown themselves unable or unwilling to keep marketing within what MUSE considers reasonable, MUSE retains the right to revoke a Commercial Member's right to use these lists for direct marketing purposes.

4. MUSE membership or attendee lists cannot be given, traded, shared or sold to another company or party.

5. Under no circumstances can the MUSE membership or attendee lists be used to promote a non-MUSE event, webcast or publication. User Group meetings that are taking place during the same timelines as a MUSE event must be marketed using the organizing group's own marketing lists.

6. MUSE membership or attendees lists may not be used as a recruitment tool. Emails, newsletters or cold calls that include information regarding employment opportunities outside of the member's hospital are prohibited. Commercial Members wanting to reach MUSE Members who are seeking employment can access the Career Center www.jobtarget.com/home/index.cfm?site_id=3732 on the MUSE website.

7. The content of the communications sent must in no way be detrimental or damaging to any Facility Members, MEDITECH or MUSE.

Failure to abide by these rules can result in a fine of up to 5 points and/or a financial penalty of up to \$1,500 and/or suspension or termination of membership.

Use of the MUSE Name, Logos or Other Trademarks

The MUSE name and logo, along with the JAM Session, Show & Tell, Heart of MUSE, MUSE Webcast, CIO Executive Institute, Tuesday Training, International Education Exchange (IEE), MUSE Matters, Summit, Technical Summit, Physician Summit, MUSE Has Class, MUSE News, MUSE on Demand and Site Visit, names and logos are used as official trademarks of MUSE International, a non-profit organization that is designed as a communication and support network of facilities and vendors working within the MEDITECH HCIS. To ensure that these logos are used for the integral purposes of education and information sharing, MUSE incurs an obligation to protect them from any use inconsistent with their purposes. For this reason, prior written approval must be obtained from MUSE for their use. Failure to receive prior written approval prior to using the MUSE name, logo or other trademarks may result in a fine of up to 5 priority points. If a Commercial Member convenes this rule two or more times, they will lose a minimum of 5 Priority Points and/or be fined \$1,000 and/or have their MUSE membership revoked for a minimum of 1 year. If the disciplined Commercial Member chooses to reapply to MUSE after the penalty period has been served, all applicable application fees will apply and they will lose all accumulated priority points. Each situation will be reviewed individually and a decision will be made based solely on what is in the best interest of the MUSE organization.

Conference Participation

- Each exhibitor must be a MUSE Commercial Member in good standing, as determined by the MUSE Board of Directors and a valid exhibitor with approved booth space to participate at a MUSE conference.
- MUSE may choose to make an exception to the above rule by allowing Commercial Members to attend without booth space at a particular MUSE event. In this circumstance MUSE will ensure that this information is available on the MUSE website. A surcharge to the registration fee will be applicable to non-exhibiting Commercial Member attendees. This option is not applicable to the annual International MUSE Conference.
- All attendees registered under the Commercial Member organization must be employed by the Commercial Member organization and able to provide, if requested, proof of employment.
- Neither Commercial Members nor other non-member vendors will be allowed to participate at a MUSE conference under the umbrella of another Commercial Member. For Commercial Members who own multiple companies, those company names and product lines can be displayed at the booth of the parent company. The parent company must be a MUSE member.
- All Commercial Members must complete an online exhibitor application and electronically sign the exhibitor contract, or complete and submit the equivalent in hardcopy, showing they have read and will abide by:
 - o The Commercial Member Rules and Regulations
 - o The Guidelines for Display Rules and Regulations
 - o The rules and regulations of the Conference's General Contractor and;
 - o The rules and regulations of the hosting facility.
- At conferences where tabletop displays are the only exhibit space available, exhibitors must abide by the display guidelines outlined on the registration page and distributed information opposed to the Guideline for Display Rules and Regulations mentioned above. All other Rules and Regulations are still applicable.
- With the exception of Commercial Members with a -10 (negative 10) point value or less prior to January 1, 2010, Commercial Members with a Priority Points total of less than -10 (negative ten) will have their membership suspended and will not be eligible to participate in any MUSE conferences until they are above the -10 (negative ten) threshold. The Commercial Member who has a point value of less than -10 (negative ten) will not be eligible for a refund or any other type of compensation.

Conference Sessions

- MUSE allows for two categories of conference sessions: (a) educational sessions and (b) product education sessions. Both types of presentations can be submitted for review and acceptance once the conference organizers issue a “call for participation.” Only those sessions that add value to the conference will be accepted. Space and time considerations will affect the acceptance of sessions.
- A standard package of audiovisual equipment including a PC (loaded with recent, appropriate software), Internet, data projector, screen, and flip chart will be provided by MUSE in all presentation rooms. Any and all audiovisual equipment requested (above the standard package provided) will be charged to the Commercial Member and may be invoiced by the audiovisual company serving the conference.
- Commercial Members may attend all conference sessions or events including the MUSE business meeting and social events and meals. See section B below with respect to possible exception to attending another Commercial Member’s product demonstration.

A. Educational Sessions

All educational sessions must truly be educational, not sales promotions. Commercial Members giving educational sessions may not give product demonstrations nor show slides/overheads in lieu of a product demonstration.

Any Commercial Member whose education session is found to be a “sales promotion session” will lose 5 Priority Points and may be limited or excluded from attending future MUSE conferences. The MUSE Board of Directors is responsible for the content of all educational sessions and will be responsible for determining whether or not sessions conform to the standards and policies listed below. These criteria have been developed to help demonstrate conduct that is clearly acceptable and conduct that is clearly unacceptable. These criteria will also be used by the MUSE International Board to determine the appropriateness of imposing the penalties.

Acceptable Conduct:

- o Utilizing a generic component of a product (i.e. screen design) to demonstrate or further describe a key educational concept.
- o Mentioning the name of a product only to give an example of technology that further defines or describes a key educational concept.
- o Using appropriate professional conduct while utilizing the flexibility in points above.

Unacceptable Conduct:

- o Using inappropriate professional conduct that abuses the flexibility described under “Acceptable Conduct” listed above.
- o Comparing a product or service to another Commercial Member’s product or service, unless this is determined to be part of the session purpose (i.e. panel discussion)
- o Criticizing or otherwise representing another Commercial Member’s product in a negative or condescending way.
- o Announcing products or services for sale.
- o Utilizing an “audience plant” to champion a specific product or service or to compare a product or service to that of another Commercial Member.
- o Offering incentives for facility members to attend the education session.

Should a Commercial Member not show up to a scheduled education session or fail to give 30 day advanced notice to cancel a scheduled education session, a penalty of up to 4 priority points may be assessed against the Commercial Member in question.

B. Product Education Session (continue...)

Product Education Session allows for Commercial Members to present, discuss, and/or promote their particular products and services. Product Education Sessions will be clearly designated as such on the conference schedule. There is no guarantee that every MUSE event will offer Product Education Sessions. MUSE will still monitor these types of sessions for appropriateness; professional conduct is expected at all times.

Product Education sessions are solely intended to educate the MUSE audience on products that directly complement the MEDITECH HCIS. MUSE will review all Product Education sessions and will reject any sessions which do not meet this guideline. The presentation title, abstract and the presenter's bio must be submitted with the application, and must accurately reflect the presentation that will be offered at the conference.

MUSE makes no guarantees regarding the date and/or time that any session will be scheduled. Preferences will not be considered unless solicited by MUSE. This may occur in situations where scheduling options are available. In those situations, preference will be given to companies with the highest Priority Points.

Product Education sessions are governed by the MUSE educational sessions regulations, specifically the directive for appropriate professional conduct. Unacceptable conduct includes (but is not limited to) the following:

- Comparing a product or service to another Commercial Member's product or service or a product of MEDITECH.
- Criticizing or otherwise representing a MEDITECH product or another Commercial Member's product or service in a negative or condescending way.
- Utilizing an "audience plant" to champion a specific product or service or to compare a product or service of that of another Commercial Member or MEDITECH.
- Offering incentives for a facility member to attend the product information session.

If a MUSE member reports inappropriate conduct during the Product Education session, the Commercial Member will face a penalty of 4 Priority Points and may lose the privilege of purchasing Product Education timeslots at future conferences.

Commercial Members may attend a product demonstration of another Commercial Member only if invited to do so by the presenter. It is the responsibility of the presenting Exhibitor to monitor his/her own product demonstrations to ensure that no uninvited members of the Commercial Member community are present. Should the presenting Exhibitor be faced with a situation where an uninvited Commercial Member is present, he/she may privately and discreetly request that the Commercial Member leave the demonstration area. Should the uninvited Commercial Member fail to do so, a MUSE representative can be summoned. If the Commercial Member fails to leave at the request of the MUSE representative, a penalty of 4 priority points will be assessed against the Commercial Member in question.

Should a Commercial Member not show up to a scheduled Product Education session or fail to give 30-day advanced notice to cancel a scheduled Product Education session, a penalty of up to 4 Priority Points may be assessed against the Commercial Member in question.

Product Education payments are final and non-refundable with the exception of declined abstracts and partial refunds due to price difference in timeslots.

Show & Tell Sessions

• MUSE encourages Facility Members to teach and learn from other Facility Members. A Show & Tell session provides such an opportunity. These 15-20 minute presentations are to be performed by Facility Members only. Commercial Members can attend these sessions, but cannot present, co-present or prepare a Show & Tell session.

JAM Sessions

• Facility Members will facilitate these networking sessions. Commercial Members are welcome and encouraged to participate in these informal, interactive opportunities to discuss pertinent topics. Formal presentations or product demonstrations are not allowed in JAM sessions.

User Group Meetings and Other Group Events

- MUSE recognizes the value of Commercial Members organizing user meetings and other group events in conjunction with MUSE conferences. However, MUSE is under no obligation to provide space or equipment for such meetings. User Group meetings and/or other group events that are held in coordination with a MUSE conference, must not conflict with the MUSE Conference scheduled events. MUSE will work with a Commercial Member to determine how scheduling, notification and/or publicity for any such meetings or events may be coordinated with any MUSE activities. Should a Commercial Member want to hold a user group meeting or event that conflicts with a scheduled social event, they may request an exception from the MUSE Executive Director. Each situation will be reviewed individually and a decision will be made based solely on what is in the best interest of the MUSE organization.
- Commercial Members who hold user group meetings that conflict with the MUSE Conference scheduled events will lose 5 Priority Points and may be limited or excluded from attending future MUSE conferences.

Sponsorship

A. Sponsors

Sponsors provide additional funds for various functions at the conferences. This financial help allows the MUSE organization to offer better conferences, and to maintain low registration fees for both the users and exhibitors. Sponsorship is a significant value that MUSE Commercial Members add to the organization. MUSE acknowledges this valuable contribution by awarding Priority Points based on the dollar value of the contribution. More information regarding sponsorship and Priority Points can be accessed on the MUSE Priority Points Guide which is located in the Library of the Members Only section of the MUSE website.

Prior to each conference, MUSE will publish the variety of sponsorship opportunities. This information will be disseminated to the Commercial Members. Sponsorship items may include, but are not limited to:

- Schedule; Booklet of conference sessions; Advertising brochures
- Speakers
- Nametags; Lanyards; Signage
- Tote bags; T-shirts
- Meals; Snack/coffee breaks
- Social events; Games

MUSE must receive all sponsorship fees at or before the insertion and publishing deadline dates for full recognition. Sponsorships received late will not be included in printed materials.

Commercial Members will only get credit for sponsorships if the sponsorship contribution is sent directly to MUSE.

B. Patrons

MUSE allows for an additional type of supporter called a Patron. There are some companies that wish to contribute to MUSE activities, but do not want to – or cannot – become members. Nor do they meet the definition of a local vendor. Some examples of patrons include a regional stationery store that chooses to donate pens to a MUSE conference, or a nearby grocer who offers complimentary produce for a conference snack break.

These vendors may be classified as patrons and must abide by the following rules:

- Patrons must first be approved by the MUSE Board of Directors.
- Patrons are typically from an industry unrelated to healthcare and/or information technology.
- Patrons typically could not be considered for MUSE membership, and do not meet the definition of a local vendor.
- Patrons, or their representatives, may not attend a MUSE conference.
- Patrons may not distribute marketing material

MUSE also welcomes any creative suggestions that would allow for a valuable partnership between MUSE and its valued Commercial Members.

Badge Regulations

- Commercial Members must purchase a conference registration for each attendee at the current conference rate.
- Commercial Members must only wear and/or possess one official MUSE conference badge (Commercial Members Badge), which must be displayed in view, at all times. Commercial Members may not swap badges with another Commercial Member, a non-member vendor or with any Facility Member. The badge must accurately represent the Commercial Member who is wearing the badge, including name and company employed with. Proof of such may be requested by a MUSE representative at any time, and failure to provide proof will result in the Commercial Member being asked to leave the conference and a penalty of a minimum of 5 Priority Points being administered to the Commercial Member in question.
- A conference attendee must register as either a Commercial Member or a Facility Member and abide by the rules of each type of membership. There may be cases where a person consults or works at a member facility, but is employed by a Commercial Member. Contracted Consultants registered under a Facility name: If such an attendee registers as a Commercial Member, he/she cannot provide Show & Tell sessions. If this attendee registers as a Facility Member, he/she cannot work at any exhibitor's booth. There may be opportunity for a facility member (non-contracted employee) to volunteer to take part in a presentation at a commercial member booth. If a Facility Member (non-contracted employee) would like to participate in a Commercial Member's presentation or demonstration, he/she may do so of his or her own accord within the standard exhibit hall hours.
- Any attendee who fails to comply with this badge wearing policy may be asked to immediately leave the conference, and/or be prohibited in attending future MUSE conferences. The Commercial Member who's membership number the attendee is registered under may be asked to immediately leave the conference and/or be fined the equivalent of double the current conference standard booth fee, and will lose a minimum of 5 Priority Points.
- MUSE will issue "temporary badges" at no charge for the sole purpose of booth set-up and tear down or for entertainment personnel if deemed appropriate by MUSE.

Assignment of Booth Space

MUSE appreciates the support provided by its community of Commercial Members. As such, MUSE has implemented a "points" strategy to recognize member companies for their loyalty and generosity. MUSE would not be a successful independent user group without the collaboration of its Commercial Members.

- Those Commercial Members with the greatest number of points will be given priority for conference booth selection and advertisement placement. MUSE also plans to provide suitable recognition on its website and at certain events. See the sample points table below:

Company	Year Joined	Age	Advertising	Articles	Workshops	Sponsorship	Total
ABC Systems	1989	22			5	5	32
Health Systems	2004	7	2			10	19
XYZ Corporation	2003	8	8	1			17
AAA Software	1994	17					17
Interface Inc	2006	5		1		5	11
Health Hardware	2006	5				2.5	7.5
XXX Consulting	2003	8			2		10
Help Group	2007	4					4

Assignment of Booth Space (continue...)

- Should one Commercial Member company be purchased by a second Commercial Member company and chose to only pay one MUSE membership fee, the parent company will be assigned the Priority Points of the pre-merger company with the highest number of Priority Points. The new post-merger company will then accumulate all new Priority Points as they are earned.
- MUSE accepts booth payments online. This is the booth payment process. It differs from the booth selection process. MUSE controls the conference booth assignments. Only after a Commercial Member pays for a booth will MUSE contact that Commercial Member to assign a booth.
- In a situation where the opportunity to purchase booth space is offered prior to the year that the Conference is in, and a Member purchases booth space, the Commercial Member is required to have paid membership by January 31st of the year that the conference will be held in. If the Commercial Member's membership dues are not paid by January 31st, the booth registration fee will be refunded and that booth space will become available for purchase by other Commercial Members with an up to date membership.
- The Priority Points system for exhibitor booth assignment will work as follows:
 - > The MUSE Commercial Member Coordinator will announce (via email) to Commercial Members when the booth payment process can begin. The announcements will be sent to Commercial Members based on their Priority Points total. Generally, more senior members will be offered the opportunity to pay for a booth before less senior members. Email announcements will be issued regularly to ensure that all Commercial Members are notified in a timely manner.
 - > This electronic announcement will contain the web link to the online booth payment page. The link will not be made available on the MUSE website in order to control the order of booth sale opportunities. This link cannot be shared or forwarded to other Commercial Members; a Commercial Member will only be allowed to purchase booth space after the link has been sent directly to them by a MUSE representative.
 - > MUSE will offer and assign booths sequentially based on the order in which booths were purchased.
 - > It is important to note that MUSE assigns booths based on payments, not on points/seniority. It is the responsibility of each Commercial Member to secure booth space.

For example, using the points table above (and random dates):

- > Nov 01 – MUSE emails ABC Systems to inform them that they can now pay for booth space.
- > Nov 03 – MUSE emails Health Systems to inform them that they can now pay for booth space.
- > Nov 05 – MUSE emails XYZ Corporation and AAA Software to inform them that they can now pay for booth space.
- > Nov 07 – MUSE emails Interface Inc to inform them that they can now pay for booth space.

This process continues until all Commercial Members have been notified. The booth payments are processed as they are received (chronologically), and MUSE contacts each Commercial Member – in order – to assign actual booth space. This process continues sequentially until all booths have been sold.

Note:

- Timing is key. The Priority Points are used only for notification of booth payment, not booth assignment. It is the responsibility of each Commercial Member to secure booth space. If a Commercial Member delays purchasing booth space, the availability of booths will become more limited.
- MUSE reserves the right to reassign booth space and/or limit the selection in specific booth categories. The decision of whether these actions are taken will be made based on the best interest of MUSE and will be made at the sole discretion of MUSE.

Information on how Priority Points are earned, calculated, used and deducted can be found in the [MUSE Priority Points Guide](#), which is located in the 'Library' of the Members Only' section of the [MUSE website](#).

Booth Regulations

- Booths are assigned on a ‘first pay’ basis within the rules of the Priority Points system. No booth will be assigned until full payment has been received
- Each Commercial Member exhibiting at the conference must have an individual display booth(s) and is prohibited from sharing booth space with another Commercial Member. This includes displaying any business cards, literature or signage from another company or having a representative of the other company attending under the Commercial Member’s business name. Business alliances or partnerships do not allow for the sharing of booth space unless the different companies are owned by the same parent company. Note that Commercial Members may elect to individually apply for and pay for exhibit booth space that are “housed” together as one larger exhibit booth area. For example, more than one Commercial Member may be housed with a single 20ft x 20ft footprint. Each Commercial Member must have a minimum 10ft x 10ft space for International Conferences.
- There are no set booth restrictions however Commercial Members must receive permission from MUSE to purchase more than eight 10ft x 10ft spaces. Permission for larger booth space will depend on availability of exhibit space.
- Unless previously authorized in writing, nothing shall be posted on, nailed to, or otherwise attached to columns, walls, floors or other parts of the building or furniture. All space is leased subject to these restrictions.
- The backs or walls of any exhibit must be finished in a manner, which is professional, and does not detract from the professional presentation of neighboring and adjacent exhibitors or distract from the general atmosphere of the event.
- No credits or substitutions to the booth package are permitted. If not provided within the booth package, each exhibitor is responsible for:
 - > Furnishings (table; chairs; wastebasket; etc.)
 - > Electrical connections
 - > Extension cords, power bars, etc.
 - > Internet Service
 - > Shipping
 - > Any other additions to the booth package
- An exhibitor’s booth space must contain a minimum of:
 - > Carpet or alternative flooring that has been approved by MUSE. Flooring must cover all visible areas within your booth.
 - > Enough décor, signage and/or furniture that the average attendee would be able to identify that the space is occupied and by whom.
- Should a Commercial Member purchase booth space in the calendar year prior to a conference, their annual dues must be up to date by January 31st of the conference year to hold booth space. If the dues are not paid in full by that date, the booth fee will be refunded and the booth will be resold.

Cost of Exhibit Space and Payment of Fees

Current exhibit fees for the International Conference are as follows:

	Linear & Perimeter	Corner	End-Cap	Peninsula	Island
Initial Offering	\$1,500	\$2,000	\$5,000	\$7,000	\$8,000

- All prices are quoted in US dollars

- Fees can be paid by credit card or check. If a Commercial Member wishes to pay by check, checks payable to “MUSE” for the appropriate amount are accepted. The check, along with completed exhibitor forms must be mailed to the current MUSE address prior to the specific conference. The Commercial Member will be appended to the list of those Commercial Members who have already purchased booth space. This occurs on the date that the check is received by the MUSE Canadian office. To ensure that there are no delays, checks should be directed to the MUSE Canadian office at:

MUSE International

101 - 1865 Dilworth Dr, Suite 350
Kelowna, BC V1Y 9T1 Canada

- All conference related fees submitted less than 14 days prior to the conference date must be in the form of a bank draft note or by credit card. The booth fee and registration fees are non-refundable in case of such a late submission.
- Checks returned as NSF (non sufficient funds) will be handled as follows:
 - > The first NSF check results in a \$50.00 service fee and loss of 1 Priority Point.
 - > The second NSF check results in a \$50.00 service fee, loss of 2 Priority Points and loss of membership status until receipt of Bank Draft Note or payment by credit card.

This penalty applies to any payments made to MUSE, including membership dues, booth fees, conference registration fees, and sponsorship monies.

- Refund policy is as follows:
 - > Requests for refunds must be submitted in writing.
 - > 100% of payment submitted will be refunded up to 91 days in advance of the start of the pertinent conference.
 - > Requests received 90 days or less from the start of the pertinent conference will not be eligible for a refund.

Exhibit Fees are subject to change and will be reviewed on an annual basis.

MUSE Display Rules and Regulations

- The most recent version of the IAEE Guidelines for Display Rules and Regulations will be considered to be the guidelines for booth displays at all MUSE Events unless otherwise stated. This document is posted in the ‘Library’ of the ‘Members Only’ section. Regulations may vary depending on the site of the conference and the size of the event. MUSE will publish all display rules and regulations information pertinent to each conference prior to accepting exhibitor applications. Any Commercial Member who violates any of the booth space policies can be fined the current standard booth fee, and/or be asked to leave the conference, and/or be prohibited from attending future conferences and will be fined 4 Priority Points.

Intellectual Property, Libel, Slander

- The exhibitor shall be solely responsible for securing any and all necessary licenses for a) any performances, displays, or other uses of copyrighted works or patented inventions, and b) any use of any name, likeness, signature, voice or other impression, trademarks or service marks, or another intellectual property owned by a third party that is used, directly or indirectly, by the exhibitor. The exhibitor hereby agrees to indemnify, defend and hold MUSE, its members, volunteers, its contractors and designates harmless from and against any and all claims of liability and any resulting losses, costs or damages (including costs responding to any lawsuits and attorney’s fees) for failure to obtain necessary licenses or consents, for infringement or other violations of the property rights or the rights of privacy or publicity of any third party, and for claims of libel or slander.

Character of Exhibit

- MUSE reserves the right to refuse permission to an exhibitor to conduct or maintain an exhibit if, in the sole judgment of MUSE, said exhibit shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, music, lighting, souvenirs, give-a-ways, catalogs and any other items, without limitation, that affect the character of MUSE or its conferences.

Booth Set Up and Tear Down

Tear down is defined as:

Removal of any of the display, signage, equipment or literature from the booth space.

The quality and professionalism of the conference is enhanced by a full and active Commercial Member exhibit hall. Exhibitors and conference attendees are informed of the days and times that the exhibit hall will be open. Appropriate time is made available prior to the conference to set up a booth display. The date and time when the tear down process can begin is also clearly communicated.

If exhibitors dismantle their booths prior to the official tear down date and time, it will reflect poorly on the overall quality of the conference. In order to maintain our high standards, exhibitors must abide by the following regulations:

- > The exhibitor's booth will remain completely intact for the conference days and times that the exhibit hall is open to the conference attendees.
- > There will be no packaging material, shipping material, containers or boxes visible in the booth space prior to the official tear down time.
- > If the exhibitor is not present in his/her booth, the booth structure and appropriate literature or material from that exhibitor will be made available at the booth.

If a booth is dismantled prior to the official tear down date and time, the exhibitor may lose 4 Priority Points, regardless of the amount of time prior to the official tear down time, that a exhibitor begins dismantling his/her booth. A monetary penalty equal to the original cost of the booth space can be imposed on the exhibitor. If the booth tear down regulations are not followed after such a penalty, the MUSE Board of Directors may not allow the exhibitor to participate at future MUSE conferences.

Recognize that these regulations have been established to clarify the tear down process and to ensure that participation at a MUSE conference is a valuable and enjoyable experience for exhibitors and all attendees.

Security

- MUSE Conferences are held in major cities with the inherent security risks of any major metropolitan area. Most conference thefts are crimes of opportunity and occur during move-in and move-out hours. MUSE highly recommends that you have a representative of your company present during these times. It is your responsibility to ensure that all of your items are accounted for at all times. Do not leave valuable items such as laptops, PDAs, purses, cell phones or briefcases unattended at any time. To minimize loss or damage to exhibit materials, a security guard will be present in the exhibit area during non-exhibit hours only if the exhibit area cannot be secured. Should you plan on leaving valuables in your booth overnight, MUSE highly recommends that you retain the services of the official security company to guard your booth.
- It is understood by the exhibitor that the nature of the facilities available, the circulation of large numbers of people, the difficulty of effective supervision over the protection of the removable articles of many booths and various other factors make it reasonable that each exhibitor shall assume full risk of any injury, loss or damage to their property. Neither MUSE, its volunteers, its contractors nor its designates is responsible for loss or damage to exhibits while being brought in or out of the facility nor while on the premises. In all cases, the exhibitor will assume responsibility for damage, however caused, to property as well as accidents and/or injury to exhibitors or employees. If insurance is desired, the exhibitor must purchase it. By signing the application and contract for exhibit space, either in manually or electronically, the exhibitor expressly assumes such risk and expressly releases MUSE and its members, volunteers, contractors or designates for any and all claims for any such injury, loss or damage.

Fire Regulations

- Absolutely no combustible oils, gasses, or open flames of any type will be permitted in the exhibit hall. All draping or display material of cloth or paper texture must be fireproofed. Any questions regarding specific problems should be referred to MUSE. There shall be no exceptions to these rules. Failure to comply with this section shall constitute grounds for closing exhibitor's booth(s) for the duration of the Conference, for barring exhibitor from future shows and will result in the loss of 5 Priority Points.

Force Majeure

- In the case of the exhibit hall being destroyed by fire or the elements or by any cause beyond the control of MUSE, or in the case of government intervention or regulations, military activity, terrorist activity, a pandemic, strikes or any other circumstances that make it impossible, impractical, illegal or inadvisable to hold the conference at the time and place provided in the application and contract for exhibit space, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, of any kind or amount, except the pro rated return of the amount paid for the space, after deduction of actual expenses incurred by MUSE in connection with the MUSE Conference, and MUSE shall not be subject to any further liability.

Insurance

- Exhibitors shall, without limiting their obligations or liabilities, procure and maintain at their own expense, policies of comprehensive liability for bodily injury and property damage that names MUSE as additionally insured; in an amount no less than \$2,000,000.00 per event. The required insurance must be in effect and shall be maintained continuously from the date of commencement of the move in until after the event has concluded and all of the exhibitor's staff, contractors and property are off of the event site, or such further period as may be specified by the MUSE. The Exhibitor shall provide proof of such insurance, in digital form, to the MUSE Meetings and Commercial Member Manager by emailing it to commercial@museweb.org. MUSE may require limits in excess of \$2,000,000.00 per event depending on onsite operations and the booth structure being built, at MUSE's sole discretion. Proof of insurance must be received no later than 21 days prior to commencement of the event in question.

Appeal Process

- The membership or membership rights of any member may be suspended or terminated at any time for violation of the rules and regulations adopted by the MUSE Board of Directors or for conduct that has been deemed by the MUSE Board of Directors to be detrimental to the MUSE organization.

- Notice of suspension or termination of membership or membership rights and the reasons for the action will be provided to the member by mailing first class or registered mail to the member's last known address on the corporate records at least 15 days prior to the suspension or termination taking effect. Additionally, the notice will provide the member receiving such notice a date and time not less than 5 days prior to the date the suspension or termination is to take effect, for a teleconference with the member and not less than 3 members of the MUSE Board of Directors. The purpose of said teleconference is to provide the member with an opportunity to be heard by the body authorized by the MUSE Board of Directors to hear the appeal.

- Should a Commercial Member who has been penalized for a rule infraction by decreasing the member's Priority Point total and/or by having a financial penalty assessed against them, chose to appeal the said penalty; a request for appeal must be made in writing. The written request to appeal must be sent to MUSE's Canadian mailing address within 30 days of receiving the decision via registered letter.

- Should a vendor company apply to become a MUSE Commercial Member and the application be rejected by the application committee, the applicant may appeal the said denial; a request for an appeal must be made in writing via registered letter. The written request to appeal must be sent to MUSE's Canadian address via within 30 days of the vendor company being notified that their application for membership was not approved.

MUSE International

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- During the appeal process the burden is on the appellant to prove that the decision to suspend or terminate their membership or to invoke other penalties outlined in the Commercial Member Rules and Regulations, has been made in error.

- Any action challenging the suspension or termination of membership, including any claim alleging defective notice, must be commenced within one year after the effective date of the suspension or termination.

Effective Date:
September 2, 2010

Updates:
March 5, 2011

