



## 2010 MIDWEST ARTS CONFERENCE POLICIES & LIABILITY AGREEMENT

All registrants must read and agree to the following. By registering for the Midwest Arts Conference, you have certified that you have read and agree to abide by the following policies and the liability agreement:

### STANDARDS OF BEHAVIOR & NAPAMA ETHICAL GUIDELINES

The Midwest Arts Conference strives to offer a professional and collegial environment to conduct business. To help maintain our high standards, we have established basic standards of behavior and adopted NAPAMA's **Ethical Guidelines**, particularly those pertaining to conventions and conferences:

1. Exhibits should not impinge on neighboring spaces nor should they block or obstruct the view of another booth.
2. Audio-visual equipment should be oriented so as to be viewed from within the exhibit space, not from outside.
3. The aisles should be considered a neutral space in which presenters may circulate freely without being accosted.
4. "Sellers" should not approach "buyers" in front of another seller's space.
5. Conversations among colleagues should not be interrupted.
6. At educational sessions, showcases, and hospitality events, attendees should not be distracted from the business at hand with sales-oriented conversations.

Visit NAPAMA online at [www.napama.org](http://www.napama.org) to view the full Ethical Guidelines.

**In addition**, the Conference states:

1. Live performances are not permitted outside of Spotlight and independent showcases or sponsorship opportunities featuring a performance.
2. Artists may not appear in character except when performing at the above events.
3. Live animals are not allowed at the Conference, except for service animals.

**Failure to abide by the Conference standards of behavior and NAPAMA Ethical Guidelines may affect your eligibility to participate in the Midwest Arts Conference.**

### LIABILITY AGREEMENT

**Indemnity & Non-liability.** Registrant agrees that Arts Midwest, its associates, employees, successors, licensees, and assigns shall not be liable for any loss or damage of any kind arising from acts or omissions of the Registrant. Registrant further agrees to indemnify and hold Arts Midwest, its associates, employees, successors, licensees, and assigns harmless from any and all costs, expenses (including attorneys' fees), and damages arising out of personal injury, death, or property damage resulting from Registrant's actions, conduct, or use of the Conference premises.

**Responsibilities.** Registrant warrants that he or she will not infringe at any time during the Conference upon the property right, copyright, patent right, or other right of any person or entity. Registrant further agrees that he or she shall abide by the rules and regulations of the Conference and exhibition facility.

**Display.** Registrants purchasing exhibit space at the Conference agree: (1) to equip all audio/visual equipment with headphones, (2) to ensure displays do not interfere with or obstruct neighboring exhibit spaces, (3) to not distribute materials or solicit business outside of their exhibit space, (4) to not conduct live performances in the Marketplace exhibit hall, and (5) to comply with display and set-up guidelines outlined in the registration guide and Arts Midwest web site.

**Security.** Arts Midwest will retain security for the Marketplace exhibit hall from load-in to load-out. However, Registrant agrees that he or she shall be solely responsible for the security of his or her person and material possessions while at the Conference.

**Media Release.** I hereby give my permission for Arts Midwest to use my photograph/image/audio recording in its various publications, promotions and other media. I understand that Arts Midwest has exclusive rights to these visual and audio recordings.

**Disputes.** This Agreement shall be governed and interpreted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in the highest court having jurisdiction thereof. Disputes, claims, or controversies less than \$7,500.00 will be settled in Hennepin County Conciliation Court, Minneapolis, Minnesota.

**Cancellations & Refunds.** Written cancellations received on or before August 11, 2010, may qualify to receive a partial refund. Refunds will be paid after the conclusion of the Conference. Cancellation disqualifies you from receiving attendee benefits and publications.