



Arts Midwest Conference

2019 General Policies

Arts Midwest seeks to facilitate the highest quality Conference, and to achieve that objective, has established standard General Policies for the operation of the Conference.

All registrants are required to read and agree to the 2019 Conference Policies, which apply to every aspect of their participation. Registrants who are not in compliance with these policies, and do not comply when asked to do so by Arts Midwest staff, may be removed from the 2019 Arts Midwest Conference, at Arts Midwest's sole discretion, and may be excluded from future Conferences.

Artists, managers, and agents attending the Conference to promote an artist/ensemble roster of artists/ensembles must purchase an exhibit space package and, as a result, must abide by the **2019 Exhibitor Policies**, included at the end of this document.

Standards of Behavior

Professionalism

Arts Midwest facilitates an environment for conducting business and expects Registrants to behave professionally and respectfully at all times.

Harassment

Arts Midwest is dedicated to providing a harassment-free conference for everyone, regardless of gender identity and expression, sexual orientation, disability, physical appearance, body size, race, ethnicity, age or religion. Arts Midwest does not tolerate harassment of Conference participants or staff in any form.

Marketplace exhibit hall

The Marketplace exhibit hall is the primary location for conducting business, and sales-oriented conversations should not take place during professional development sessions, live performances, keynote speakers, meals, parties, and other social events. In the Marketplace exhibit hall, exhibitors should not approach presenters outside of their designated exhibit space.

Registrants should be respectful of their colleagues at all times by avoiding the interruption of meetings among colleagues, in the exhibit hall, exhibit space, or elsewhere, and setting all mobile devices to silent mode and refraining from receiving and placing calls during Conference performances, sessions, and programs.

Direct sales, the exchange of money, and the signing of contracts in the Marketplace are strictly prohibited.

Lounges are common spaces available for all attendees' shared intermittent use.

Registrants will conduct business only with other registered attendees while participating in Conference events. Conducting business with non-registered attendees is prohibited.

NAPAMA

Arts Midwest adheres to the ethical guidelines of the North American Performing Arts Managers and Agents (www.napama.org/ethics) and expects all registrants to do the same.

Commitments + safety

Accessibility

Arts Midwest provides, upon request, alternative formats, auxiliary aids, and services necessary for all individuals to participate in all programs and services provided by our organization. Requests for services and accommodations should be given at the time of registration or submitted at least two weeks in advance of the Conference.

Service Animals

Live animals are not allowed at the Conference, except for service animals or with prior permission of Arts Midwest.

Smoking

The Minneapolis Convention Center, Hilton Minneapolis, Pantages Theatre, and other Conference venues are non-smoking facilities and prohibit all smoking, including the use of e-cigarettes.

Weapons

No weapons of any kind are allowed at the Arts Midwest Conference or any of the Conference facilities or events.

Children

For safety and liability reasons, children under the age of 18 are not allowed in the Marketplace during exhibitor load-in and load-out without prior permission from Arts Midwest. Registrants must contact Arts Midwest if they wish to bring a child to the Conference.

If Registrant is granted permission to bring a child to any portion of the Arts Midwest Conference, fees for that child may apply, except for children four years or younger, who shall be free. Registrant understands and acknowledges that content of Conference programming may not be suitable for children.

Registration

Payment

All payments must be received in full prior to participating in the Conference.

Cancellations

Requests for registration cancellations received in writing by August 8, 2019 are eligible for a refund less an administrative fee as noted below. Cancellation disqualifies you from receiving attendee benefits and publications, including attendee lists distributed after the date of cancellation.

- Presenter or service organization (primary registrant): less \$150
- Additional exhibitor, presenter, or service organization: less \$150
- Single day exhibitor, presenter, or service organization: less \$100
- Student, guest pass, artist pass, and in-depth seminar: less \$25
- Exhibit space package: less \$150 only if resold

Credit card refunds, less the administrative fee, will be processed within seven (7) business days of receipt of cancellation. If payment was made by check, a refund check will be processed after the Conference.

Substitutions

Please contact conference@artsmidwest.org to request a substitution within the same registered organization. A \$25 substitution fee will apply. Changes made after August 8, 2019 will not be included in the on-site printed attendee list.

Nonrefundable and Nontransferable Items

Advertising fees, Independent Showcase listing fees, and add-on single event tickets are non-refundable and nontransferable.

Agreements

Non-liability + Indemnity

Registrant agrees that Arts Midwest, its associates, employees, board members, successors, licensees, and assigns, together with all Arts Midwest Conference facilities and event locations, and their officers, employees, and agents (hereafter individually and collectively referred to for purposes of this Non-liability + Indemnity section as "Arts Midwest") shall not be liable for any loss, damage, or other damages of any kind arising from acts or omissions of the Registrant. Registrant further understands and agrees that Arts Midwest does not guarantee attendance to any program or the success of any program.

Registrant further agrees to indemnify and hold Arts Midwest harmless from any and all costs, expenses (including attorneys' fees), and damages arising out of personal injury, death, property damage, infringement of third party rights, including without limitation copyrights, or other damages of any kind resulting from Registrant's actions, conduct, or use of the Conference facilities and event locations.

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 shall be solely responsible for obtaining all necessary permissions before taking and using any photographs, videos, audio recordings, or testimonials of any artist or other attendee. If a dispute arises due to Registrant's actions or alleged violation of another party's rights, Registrant understands and agrees that Registrant shall be solely responsible for resolving the dispute. Arts Midwest will not assist with any dispute resolutions. Registrant further agrees that he or she shall abide by the rules and regulations of the Conference and exhibition facility and other Conference venues.

Non-endorsement and Independent Contractor

Registrant's involvement and participation in the Conference is done as an independent contractor, and Registrant is solely and exclusively responsible for Registrant's actions, performance(s) and exhibition(s). Registrant understands and agrees that participation in the Conference does not constitute endorsement by Arts Midwest.

Should a 3rd party challenge Registrant's right to perform or exhibit, Registrant shall be solely responsible for resolving that challenge prior to the scheduled performance(s) or exhibit(s), and shall provide Arts Midwest with written verification of that settlement. If verification is not provided or is insufficient in Art Midwest's sole determination, Arts Midwest, at its sole discretion, may cancel the performance(s) and exhibition(s) without refund.

General Security

Arts Midwest will retain general 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

Registrant gives Arts Midwest permission to photograph and video/audio record the Registrant and to use the same in Arts Midwest's publications, promotions, and other media. Registrant understands that Arts Midwest has exclusive rights to these visual and audio recordings.

Hotel release

To help defray Conference costs, Arts Midwest seeks a hotel discount and rebate for blocked hotel rooms actually paid and occupied. Registrant understands and agrees that Arts Midwest and the hotel may compare reservation and attendance information to monitor and determine this discount/rebate.

Disputes

This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All disputes, claims or controversies in excess of \$10,000 arising out of or relating to this Agreement shall be settled through binding arbitration in Minneapolis, Minnesota 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 equal to or less than \$10,000 shall be settled in Hennepin County Conciliation Court, Minneapolis, Minnesota.

Interruption or Cancellation

If events beyond the reasonable control of the parties cause the interruption or cancellation of the Conference, in part or in whole, Arts Midwest at its sole discretion will determine if any refunds in part or in whole will be made. Arts Midwest shall not be responsible for delays, damage, loss, increased cost, any loss of business, or other unfavorable conditions arising by virtue of causes not reasonably within the control of Arts Midwest.

Email

Registrant agrees to use attendee contact information in a professional and respectful manner. This includes sorting and segmenting attendee lists in order to identify presenters/exhibitors that align with the Registrant's performance/performer needs before sending Conference meeting requests or promotional materials. Registrant further agrees to follow the guidelines set forth by the CAN-SPAM Act when sending email marketing. Read the Federal Trade Commission's [CAN-SPAM Act: A Compliance Guide for Businesses](#) for more information.

2019 Exhibitor Policies

As a condition precedent for participation in the Arts Midwest Conference, all exhibitor registrants agree to and accept the terms and conditions of the 2019 General Policies. Exhibitor further accepts and agrees to the Exhibitor Policies.

Exhibitors who are not in compliance with the General Policies and Exhibitor Policies, including display and set-up guidelines, and do not comply when asked to do so by Conference staff, may be removed from the 2019 Arts Midwest Conference, at Art Midwest's sole discretion, and may be excluded from future Arts Midwest Conferences.

Marketplace Exhibit Hall

Display + set-up

All signs, banners, and other promotional materials or display items must:

- Not interfere with or obstruct other exhibit spaces.
- Be no taller than 8 feet and adhere to the guidelines set forth for your specific exhibit space package at artsmidwest.org/programs/conference/exhibit-space-options.
- Be placed within the interior of your assigned exhibit space and not be displayed, distributed, or handed out in any other location nor affixed to the exterior draping, facility's walls, ceilings, floors, columns, or any other surface.

Exhibitors may not remove or move their side railings unless they are located on a corner aisle or have written consent from the neighboring booth and approval from Conference staff.

Aisles and lounges may not be incorporated as part of an exhibit space.

Exhibitors may not block fire pulls, fire sirens, or fire extinguishers in or near their exhibit spaces.

Promotion and Performance

While conducting business in your exhibit space, throughout the entire Minneapolis Convention Center, the Hilton Minneapolis, the Pantages Theatre, and the offsite locations for the Opening and Closing Parties, exhibitors and artists are expected to:

- Be in street/business clothes, not costumes or attire representing a persona, character, or performance.
- Refrain from presenting any kind of character portrayal, costumed model, or live performances outside of formally established performance spaces.
- Distribute flyers only from within your exhibit space, upon designated information tables or from inside formally rented showcase spaces. Strolling distribution of material is prohibited.

Exhibitors are not permitted to promote artists, services, or merchandise that are not a part of their own regular or established product line(s) or artist roster.

AV + tech

Audio/visual equipment used for demonstration/playback purposes must be equipped with headphones, positioned within the exhibit space following the exhibit space height restrictions as outlined in your setup guidelines, and positioned such that playback can be accessed by viewers within your exhibit space. No more than two TV/monitor/screens are allowed per exhibit space.

Safety + prohibited items

The use, display, or storage of compressed gasses, flammable liquids, or dangerous chemicals is prohibited. Candles and open flame devices are not permitted within the Minneapolis Convention Center.

The use of helium balloons is not recommended and requires prior written approval by Conference staff.

All curtains, drapes, decorations, and decorative or constructive materials must be non-combustible or flame retardant. Documentation affirming non-combustible or flame retardant properties must be available on site.

Empty crates, boxes, or storage containers may not be stored in exhibit spaces.

Any additional activities within your exhibit space, including drawings, giveaways, and interactive activities, must be reviewed and approved by Conference staff at least two weeks prior to the start of the Conference. Approval is not guaranteed.

Agreements

Food and beverage

The Minneapolis Convention Center retains the exclusive right to provide and control all food and beverage services in the building. Outside food is not allowed.

Decorator + exhibitor services

Exhibitor agrees to contract any exclusive services, such as furnishings, utilities, and labor, through the Conference decorator, Brede Exposition Services, or the Minneapolis Convention Center.

Agency Registration

Agency Registration includes full business privileges without an exhibit space. An Agency Registrant may not stake claim to a specific location or set up any display or promotional materials anywhere in the Marketplace or Conference facilities. Although pre-arranged meetings with presenters may be convened in a Marketplace lounge, Agency Registrants may not solicit presenters in the Marketplace. With the exception of the display policies, all rules, policies, and requirements herein apply.

Load-in + load-out

Load-in: Wednesday, September 4, 1–6 p.m. + Thursday, September 5, 8–9:30 a.m.

Load-out: Saturday, September 7, 2:15–3:15 p.m. immediately following the final Marketplace session

- Exceptions to the above load-in and load-out times are made only when a request has been made in writing to and approved in writing by Conference staff prior to Wednesday, August 28.
- Exhibitors will be allowed to enter the Marketplace 15 minutes before each Marketplace session.
- Set-up and tear down while the Marketplace is open is strongly discouraged. Please respect your colleagues and do not set-up or strike while your neighbors are trying to conduct business.