

General Policies

rev. 4.25.24

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

All registrants are required to read and agree to the 2024 XPO 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 Midwest Arts XPO staff, may be removed from the 2024 Midwest Arts XPO, at Midwest Arts XPO's sole discretion, and may be excluded from future XPO s.

Artists, managers, and agents attending the XPO to promote an artist/ensemble or artists/ensembles must purchase an exhibit space package and, as a result, must abide by the **2024 Exhibitor Policies**.

Standards of Behavior

Professionalism

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

Harassment

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

Marketplace Exhibit Hall

The Marketplace exhibit hall is the primary location for conducting business. Sales-oriented conversations should not take place during professional development sessions, live performances, keynote speakers, meals, parties, and other social events, including distribution of showcase advertising materials. 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 XPO 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 XPO events. Conducting business with non-registered attendees is prohibited.

Suitcasing

Agencies or artists who attend the conference with the intent to do business and not purchase booth space but hold meetings in locations outside the Marketplace is considered "Suitcasing". It's an unethical business practice and is discouraged. Agencies doing business at MAX or within any XPO facilities must be registered and purchase booth space or table top space within the Marketplace

NAPAMA

Midwest Arts XPO adheres to the ethical guidelines of the North American Performing Arts Managers and Agents [Code of Ethics](#) and expects all registrants to do the same.

Commitments + Safety

Accessibility

Midwest Arts XPO 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 XPO.

Service Animals

Only service animals will be permitted at the XPO.

Smoking

ALL Midwest Arts XPO 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 Midwest Arts XPO or any of the XPO 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 Midwest Arts XPO. Registrants must contact Midwest Arts XPO if they wish to bring a child to the XPO.

Registration

Payment

All registration payments must be made in full at the time of registration; no partial payments will be permitted.

Cancellations

Requests for registration cancellations received in writing by August 1, 2024 will be considered 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 XPO.

Please contact our XPO administrative assistant to request a substitution within the same registered organization. A \$50 substitution fee will apply. Changes made after August 1, 2024 will not be included in any on-site printed materials.

Nonrefundable and Nontransferable Items

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

Agreements

Non-liability + Indemnity

Registrant agrees that Midwest Arts XPO, its associates, employees, board members, successors, licensees, and assigns, together with all Midwest Arts XPO 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 "Midwest Arts XPO") 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 Midwest Arts XPO does not guarantee attendance to any program or the success of any program.

Registrant further agrees to indemnify and hold Midwest Arts XPO 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 XPO facilities and event locations.

Responsibilities

Registrant warrants that they will not infringe at any time during the XPO 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. Midwest Arts XPO will not assist with any dispute resolutions. Registrant further agrees that they shall abide by the rules and regulations of the XPO and exhibition facility and other XPO venues.

Non-endorsement and Independent Contractor

Registrant's involvement and participation in the XPO 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 XPO does not constitute endorsement by Midwest Arts XPO.

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 Midwest Arts XPO with written verification of that settlement. If verification is not provided or is insufficient in Midwest Arts XPO's sole determination, Midwest Arts XPO, at its sole discretion, may cancel the performance(s) and exhibition(s) without refund.

General Security

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

Media Release

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

Hotel Release

To help defray XPO costs, Midwest Arts XPO seeks a hotel discount and rebate for blocked hotel rooms actually paid and occupied. Registrant understands and agrees that Midwest Arts XPO 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 Illinois. 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 the State of Illinois 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 Illinois.

Interruption or Cancellation

If events beyond the reasonable control of the parties cause the interruption or cancellation of the XPO, in part or in whole, Midwest Arts XPO at its sole discretion will determine if any refunds in part or in whole will be made. Midwest Arts XPO 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 Midwest Arts XPO.

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 XPO 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.