



2026 Midwest Arts XPO General Policies

Heartland Performing Arts Inc. (and/or also referred to hereafter as Midwest Arts XPO, HPA or MAX) seeks to facilitate the highest quality conference experience and, to achieve that objective, has established standard General Policies for the operation of the conference (AKA and hereafter referred to as XPO).

All registrants are required to read and agree to the 2026 XPO General 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 MAX Representatives, may be removed from the XPO, at MAX's sole discretion, and may be excluded from attending future XPOs.

Artists, managers, and agents attending the XPO to promote artist(s)/ensemble(s) must purchase space in the XPO Hall and must abide by the 2026 Exhibitor Policies.

STANDARDS OF BEHAVIOR

Professionalism

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

Harassment

MAX 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. MAX does not tolerate harassment of XPO participants or staff in any form.

Exhibit Hall (XPO Hall)

The XPO Hall is the primary location for conducting business, considered a marketplace. Sales-oriented conversations should not take place during professional development sessions, live performances, keynote speaker presentations, meals, parties, and other social events, including distribution of showcase advertising materials. In the XPO 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 XPO Hall, exhibit booths, or elsewhere, and setting all mobile devices to silent mode and refraining from receiving and placing calls during performances, sessions, and programs.

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

XPO 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 in any XPO Facility or during any off-site MAX Event.

Connection Lounge

This space is not a traditional booth meeting space in the XPO Hall offered to accommodate those Artists, Agents, or Service Organizations who don't require booth space to conduct business. The Connection Lounge is a designated area for meetings by MAX Registrants who paid a daily fee to reserve the space.

Suit-casing

Agencies, artists, or presenters who attend the conference with the intent to do business and do not register or purchase booth or Connection Lounge space but hold meetings in XPO Facilities are considered to be "Suit-casing." It is an unethical business practice and is highly discouraged. Agencies, artists and presenters doing business at MAX or within any XPO Facilities must be registered. Badge sharing is also strictly prohibited.

NAPAMA

MAX 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

MAX strives to provide an inclusive and accessible event experience. Reasonable accommodations will be provided upon request in accordance with applicable law, subject to feasibility and the capabilities of the event venue.

Reasonable accommodations may include accessible entrances and seating, alternative formats when feasible, or a complimentary registration for an accompanying personal assistant. MAX is not responsible for the provision or cost of personal assistive devices, individual support services, interpretation, translation, or other specialized accommodations unless expressly agreed to in writing in advance.

Accommodation requests should be submitted at the time of registration or no later than two (2) weeks prior to the XPO. Only service animals will be permitted at the XPO, however it is the responsibility of the attendee to monitor any policy changes set forth by the Baird Center prior to arrival

Please visit the [Baird Center Accessibility](#) outline for facility accommodations on site.

Service Animals

Only service animals will be permitted at the XPO.

Smoking

ALL MAX Facilities are non-smoking facilities and prohibit all smoking, including the use of e-cigarettes.

Weapons

No weapons of any kind are allowed at any MAX events or in any of the XPO Facilities.

Children

For safety and liability reasons, children under the age of 18 are not allowed in the XPO Hall during exhibitor

load-in and load-out without prior written permission from MAX. Registrants must contact MAX 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, 2026 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 a MAX Representative (info@midwestartsexpo.org) to request a substitution within the same registered organization. A \$50 substitution fee will apply. Changes made after August 1, 2026 will not be included in any on-site printed materials.

Nonrefundable and Nontransferable Items

Advertising fees, Independent Showcase Listing fees, and Additional Purchase event tickets are nonrefundable and nontransferable. Badge Sharing is strictly prohibited.

AGREEMENTS

Non-liability & Indemnity

Registrant agrees that Heartland Performing Arts Inc. (and/or also referred to hereafter as Midwest Arts XPO, HPA or MAX) , its associates, employees, board members, successors, licensees, contractors, independent contractors or vendors (independent or corporate) and assigns, together with all HPA 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 "HPA") 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 HPA does not guarantee attendance to any program or the success of any program. Registrant further agrees to indemnify and hold HPA 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 or using any photographs, videos, audio recordings, or testimonials of any attendee of the XPO. 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. HPA will not assist with any dispute resolutions. Registrant further agrees that they shall abide by the rules and regulations of the XPO, conference facility, and any other XPO Facilities.

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

General Security

HPA will retain general security for the XPO 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 HPA permission to photograph and video/audio record the Registrant and to use the same in its publications, promotions, and other media in perpetuity. Registrant understands that HPA has exclusive rights to these visual and audio recordings.

Hotel Release

To help defray XPO costs, HPA seeks a hotel discount and rebate for blocked hotel rooms actually paid and occupied. Registrant understands and agrees that HPA 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.

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.

FORCE MAJEURE, RELEASE OF LIABILITY, DATA USE, AND INDEMNIFICATION

Force Majeure

In the event that the scheduled event is canceled, postponed, modified, or otherwise impacted due to circumstances beyond the reasonable control of the event host, including but not limited to acts of God, natural disasters, weather conditions, public health emergencies, government orders or restrictions, labor disputes, venue unavailability, transportation disruptions, or any other force majeure event, the attendee acknowledges and agrees that the host, Heartland Performing Arts Inc. (HPA) and or its respective officers, directors, employees, agents, contractors, independent contractors, vendors, representatives, or affiliates shall be released from any and all liability, claims, demands, actions as related to unavailable refunds or unavoidable cancellations and shall not be held liable for any resulting losses, damages, or expenses incurred. Attendee further agrees that any refunds issued shall be limited solely to the extent that refunds, credits, or reimbursements are received by Heartland Performing Arts Inc. (HPA) from third-party vendors, venues, or service providers. Under no circumstances shall Heartland Performing Arts Inc. (HPA) be required to issue refunds exceeding the amounts recovered from such third parties.

The attendee expressly acknowledges and accepts full financial responsibility for all costs associated with their participation, including but not limited to travel, lodging, registration fees, and incidental expenses. Attendee understands and agrees that it is their sole responsibility to obtain and maintain any desired travel insurance, event cancellation insurance, or other applicable coverage to protect against potential losses. Failure to secure such insurance shall not obligate Heartland Performing Arts Inc. (HPA) or any of its event contractors, independent contractors or vendors to provide any compensation or reimbursement.

Release of Liability and Data Use

By accepting the Policies and Procedures set forth herein and by completing your registration record for participation in events organized in connection with Heartland Performing Arts Inc. (HPA), you expressly acknowledge and agree to the collection, use, storage, and distribution of personal information provided during the registration process. This information may be collected and stored by Heartland Performing Arts Inc. (HPA), its event planning and management partner, the Hybrid Group, LLC. (hereinafter referred to as "THG"), and/or any third-party vendors engaged or authorized by THG to support the planning and execution of the event.

The information collected may include, but is not limited to, personally identifiable and non-personally identifiable data such as your full name, gender, date of birth, mailing address, phone number, email address, dietary restrictions, accessibility needs, emergency contact information, guest details, and stated preferences related to event participation. This data is collected for the primary purpose of facilitating event registration, coordination, communication, safety, and overall attendee experience.

You acknowledge and agree that the information you provide may be shared and/or stored, as reasonably necessary, with affiliated organizations and third-party service providers engaged in the planning and execution of the event. These entities may include, but are not limited to, registration & housing (hotel) coordinators, hotels and lodging providers, transportation companies, destination management companies, spas, event sponsors, technology providers (including event applications and software platforms), and any additional vendors or partners deemed necessary to support the successful delivery of event services.

All parties in possession of such data shall be permitted to use such information solely for legitimate event-related purposes, including but not limited to event planning & management, logistics, communications,

operational execution, marketing, promotional activities, or other related functions deemed appropriate including by Heartland Performing Arts Heartland Performing Arts Inc. (HPA), the Hybrid Group LLC., or local, state or federal legal authority. Parties will not knowingly use your information for unrelated purposes outside beyond the purposes outlined in this policy.

You further acknowledge that Heartland Performing Arts (HPA) and its event management partner, the Hybrid Group LLC., may retain certain information for administrative, historical, legal, and operational purposes, including maintaining records of event participation across multiple years. This may include retaining basic attendance data (such as confirmation that an individual attended the event) to ensure compliance, reporting accuracy, and continuity of services.

By completing registration, you confirm that you have the authority to provide personal information for yourself and any guests included in your registration record, and you have the authority to agree to these terms on their behalf.

Indemnification:

By registering for and/or participating in the event, you (on behalf of yourself and any associated registrants, attendees, exhibitors, or guests included on your registration or housing record) hereby release, waive, discharge, and hold harmless the Hybrid Group, LLC (THG), Heartland Performing Arts Heartland Performing Arts Inc. (HPA) and their respective officers, directors, employees, agents, contractors, independent contractors, vendors, representatives, or affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to your participation in the event, including but not limited to personal injury, illness, death, property damage, loss, or other damages, whether caused by negligence or otherwise, to the fullest extent permitted by law. You further agree to defend, indemnify, and hold harmless all aforementioned parties from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (i) your participation in the event, (ii) your breach of these terms, or (iii) any act or omission by you, your guests, or representatives. This indemnification obligation shall survive the conclusion of the event for perpetuity and your participation therein.

Rev. 3.31.26