

MPSA 81st Annual Conference

Terms & Conditions for Exhibitors, Advertisers, & Sponsors

EXHIBIT BOOTH RESERVATIONS

Exhibit booth space is assigned on a first-come, first-served basis, although the MPSA will make every effort to accommodate requests. The MPSA reserves the right to alter an exhibitor's assigned location at any time if deemed in the best interest of the exhibition. Exhibit management will consult with exhibitors before exercising such discretion.

CANCELLATION POLICY

For advertisements and sponsorships, no refunds will be issued for cancellations made after February 16, 2024. For exhibits, no refunds will be issued for cancellations made after March 22, 2024.

GENERAL TERMS & CONDITIONS

MPSA has sole control over show policies. Except as expressly provided in this agreement, all monies paid by exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, MPSA in its sole judgment may refuse to consider for participation in future events an exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this agreement must be in writing and signed by an authorized representative of MPSA.

INSTALLATION & DISMANTLING

Exhibitors must comply with the move-in and move-out times specified by MPSA. If an exhibitor fails to remove an exhibit in the allowed time, MPSA shall be permitted (at exhibitor's sole expense) to remove and place the same in a warehouse subject to the exhibitor's disposition, and/or to ship to the exhibitor via common carrier with all charges to follow at no liability to MPSA. All exhibits must remain intact until the event is officially closed.

SAFETY AND LABOR

Exhibitors agree to comply with all applicable state and federal safety and health regulations. Electrical wiring must comply with the National Electrical Code Safety Rules. All booth decorations must be flame-proof. If an exhibitor fails to follow these regulations MPSA reserves the right to cancel the exhibit at the exhibitor's expense.

BOOTH ACCESSIBILITY

Under Title III of the Americans with Disabilities Act, each exhibitor is responsible for making his exhibit accessible to the disabled and shall indemnify show management and the event facility against failure to do so.

SUBLETTING OF EXHIBIT SPACE

No exhibitor may assign, sublet or apportion the whole or any part of the space assigned or permit any party to exhibit or distribute any materials of or occupy any of such space for the purpose of promoting any business other than that of the exhibitor to which the space is assigned, except as may be permitted in writing from MPSA.

INDEMNIFICATION & WAIVER

The exhibitor assumes responsibility and agrees to indemnify and defend the Midwest Political Science Association and the Hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither the Midwest Political Science Association nor the Hotel maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

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LIABILITY AND WAIVER SUBROGATION

The MPSA, the convention facility and their employees and representatives shall not be responsible for any loss, damage or injury to person or property that may be suffered by the exhibitor, or the exhibitor's employees, from any cause whatsoever arising out of participation in the event prior, during or subsequent to the period covered by this exhibit application, excluding that caused by or resulting from the negligence of MPSA or convention facility and their employees and representatives. Exhibitor shall indemnify, defend and hold harmless MPSA, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees of or related to exhibitor's occupancy or use of the booth space and any other leased area(s) of the convention center. The terms of this provision shall survive the termination or expiration of this agreement. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under exhibitor's insurance applications for real and personal property. If requested, the exhibitor, as a condition to participation in the event, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision.

INSURANCE

Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the event (move-in through move-out). All such insurance shall be primary of any other valid and collectible insurance of exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with exhibitor's obligations under this paragraph.

GENERAL LIABILITY INSURANCE

The limits for bodily injury and property damage combined shall be at least \$1,000,000. Certificates of insurance stating such limits shall also provide that the policy may not be cancelled without 15 days advance written notice to MPSA and must be in effect starting with the first move-in day of the show through the last move-out day of the show. All property of the exhibitor is understood to remain under his/her custody and control, in transit to or from the confines of the hall, subject to the rules and regulations of the event.

INCORPORATION OF RULES & REGULATIONS

Any and all matters pertaining to the event and not specifically covered by the terms and conditions of this agreement shall be subject to determination by MPSA in its sole discretion. MPSA may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to exhibitor. Any such rules and regulations are an integral part of this agreement and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by MPSA as soon as they are communicated to exhibitor. This agreement (including the MPSA Conference Policies and Procedures) states the entire agreement of the parties with respect to the subject matter hereof.

ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with exhibitor's participation or presence at the event, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither MPSA nor the event venue accepts responsibility, nor is a bailment created, for property delivered by or to exhibitor. Neither MPSA nor the event venue shall be liable for, and exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

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TERMINATION OF CONFERENCE

If MPSA cancels the Event due to circumstances beyond the reasonable control of MPSA (such as riot, strike, civil disorder, act of war, act of God, terrorism, epidemic, pandemic, government mandated restrictions, or any cause whatsoever that is not within MPSA's reasonable control), MPSA shall have no obligations except to refund the exhibitors a prorated share of the aggregate amount received by MPSA (as rental for exhibit space for said exhibit), after deducting all costs and expenses in conjunction with such exhibit, including a reasonable reserve for claims, such as deductions being held hereby specifically agreed to by the exhibitor. MPSA reserves the right to cancel, rename or relocate the event or change the dates on which it is held. If MPSA changes the name of the event; relocates the event to another event facility and/or city or converts the event to virtual/digital in nature; or changes the dates for the event to dates that are not more than 90 days prior or 13 months later than the dates on which the event originally was scheduled to be held, no refund will be due to exhibitor, but MPSA shall assign to exhibitor, in lieu of the original space, such other space as MPSA deems appropriate and exhibitor agrees to use such space under the terms of this agreement.

VIOLATION OF RULES & REGULATIONS

Violation of this agreement or any rules and regulations governing the event, including the MPSA Conference Policies and Procedures, may result in one or more of the following actions taken against the exhibitor: 1) the exhibitor may be prohibited from exhibiting at the current year's event and will forfeit all booth payments; and 3) the exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this agreement or by law or equity. No delay by MPSA in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by MPSA of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

MPSA CONFERENCE POLICIES & PROCEDURES

The MPSA is committed to providing a safe, harassment-free, hospitable, and productive meeting environment for everyone attending our events, regardless of race, gender, sexual orientation, ability, ethnicity, socioeconomic status, age, religion, or belief. All conference participants must agree and adhere to the following MPSA policies:

- MPSA Anti-Harassment Policy (<https://www.mpsanet.org/about/governance/governing-documents/mpsa-antiharassment-policy/>)
- MPSA Code of Conduct at Events (<https://www.mpsanet.org/about/governance/governing-documents/mpsacode-of-conduct-at-events/>)
- MPSA Streaming and Recording Policy (<https://www.mpsanet.org/about/governance/policies-and-procedures-for-mpsa-members/mpsa-streaming-and-recording-policy/>)

All exhibitors, advertisers, and sponsors of the MPSA Annual Conference are required to abide by all regulations specified in the prospectus and to all conference policies, agreements, and codes of conduct, which are subject to change by the MPSA.