



Exhibitor Contract

August 1 and 2, 2014

Indianapolis, Indiana

APPLICATION: (Please PRINT all requested information other than the signature line)

EXHIBITOR INFORMATION: Information marked with an * will be published in the conference program and Web site. Please supply details on your services or products to Marianne Sheline at msheline@indianahistory.org.

Name of Company (*): _____

Company's Mailing Address (*): _____

City, State, and Zip Code (*): _____

Telephone Number (*): _____ Fax Number (*): _____

E-mail address (*): _____ Website (*): _____

Contact Person: _____

Contact Address: _____

City, State, and Zip Code : _____

Contact E-mail: _____

Choice of Booth Numbers (Reference exhibit hall map): First _____ Second _____ Third _____

Number of booths (\$110/\$125): _____ at \$ _____ = \$ _____

The reduced rate is applicable if Exhibitor Contract and payment are received before June 16, 2014. The higher rate applies after June 16, 2014.

Number of Society booths (\$50/\$65): _____ at \$ _____ = \$ _____

The reduced rate is applicable if Exhibitor Contract and payment are received before June 16, 2014. The higher rate applies after June 16, 2014. Society booths do not include a conference registration.

Session Sponsor \$300: _____ Session title _____

Payment Check/Money Order—payable to the Indiana Historical Society
Credit Card: Visa MasterCard Discover American Express
Card number: _____
Expiration date: _____
Card holder's signature: _____

Signature: _____

Print Name: _____

Date: _____

DEADLINE FOR RESERVATIONS: To assure a listing in the conference program, IHS must receive all reservations by June 16, 2014.

CANCELLATION POLICY: A fee of \$25 will be assessed for cancellations prior to June 1, 2014, with no refund given after that date. Only written cancellations will be accepted and should be sent to the attention of Marianne Sheline.

SUBMITTING YOUR APPLICATION: Please mail the completed Exhibitor Contract with payment to:

Midwestern Roots 2014
Indiana Historical Society
Eugene and Marilyn Glick Indiana History Center
450 West Ohio Street
Indianapolis, IN 46202-3269

Please read and sign page three of this form.
Keep a photocopy of the completed contract for your records.

OFFICIAL EXHIBITION REGULATIONS

1. GENERAL EXHIBITING INFORMATION

Exhibiting firms will be limited to those providing services, products, or publications that meet the professional and practical needs of genealogists. The Indiana Historical Society (hereafter known as IHS) reserves the right to require any exhibitor to remove an exhibit or any part of an exhibit that, in the sole judgment of IHS, is misleading or deceptive, unprofessional, in poor taste, unsuitable, or not in keeping with the character and objectives of the conference and IHS. Franchise operators are responsible for compliance with their company policies. All exhibitors must comply with the requirements of the hotel or convention center in which the exhibit area is housed.

IHS reserves the right of final decision and the right to amend floor plans or relocate exhibits at its discretion.

2 EXHIBITS

Exhibits must be self-contained within the assigned booth area. Chairs, furniture, or exhibit material shall not be placed outside the booth area or set up to block any exits. Exhibitor's decorations may not obstruct other displays or project into aisles. Balloons are not permitted. A bulletin board will be provided near the entrance of the exhibit hall for the purpose of announcing events conducted by individual exhibitors (e.g., author book signings, raffles, or special presentations in the booth).

3. LIABILITY

The IHS, its agents and its representatives are not responsible for any injury, loss, or damage that may occur to the exhibitor or to the exhibitor's employees or property from any cause whatsoever. Under no circumstances will IHS be liable for lost profits or other incidental or consequential damages. IHS shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in the exhibitor's booth is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of IHS. IHS shall not be liable for any injury whatsoever to the property of the exhibitor or to invitees or guests of the exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The exhibitor assumes full responsibility and liability for the action of its agents, employees, or independent contractors, whether acting within or without the scope of their authority resulting directly or indirectly, or jointly, from other causes that arise because of the actions or omissions of its agents, employees, or independent contractors, whether acting within or without the scope of authority.

The exhibitor is responsible for damage to his/her leased space. No signs or other articles may be affixed, nailed, or otherwise attached to walls, doors, etc., in such a manner as to deface or damage them. Likewise, no attachments may be made to the floors by nails, screws, or any other device that would damage or mar them.

4. RULES AND REGULATIONS

Exhibitors shall abide by those rules and regulations that IHS may promulgate regarding the conduct of exhibitors at the IHS conference. Exhibitors shall conduct themselves in a professional and ethical manner at all times during the conference. Exhibitor acknowledges that materials displayed at booths of other exhibitors at the conference are for the use of said other exhibitors and conference attendees only, and exhibitors shall not obtain any materials from another exhibitor's booth without the prior consent of the other exhibitor.

5. PROFESSIONAL DISPLAYS

Exhibitors are requested to provide professional displays. Whether a commercial company or a society, each exhibitor is a business and should present itself in that manner. While displays shall not be obtrusive, noisy, or otherwise objectionable, they should also have some visual appeal. Each exhibitor helps to draw customers into the hall.

6. USE OF EXHIBIT

Exhibitors must display only the goods manufactured or dealt with in their regular course of business and described in the contract. IHS reserves the right to restrict exhibits which, because of noise, method of operation, materials, or for any other reason, become objectionable, and also to prohibit or remove any exhibit which, in the opinion of IHS, may detract from the general character of the exposition as a whole or which consists of products or services inconsistent with the purpose of the exposition. This reservation includes persons, things, conduct, printed matter, and anything of a character that IHS determines is objectionable. In the event of such restriction or removal, IHS shall not be liable for any refunds or other exhibit expenses.

7. SUB-LEASING/SHARING EXHIBIT SPACE

Exhibitor shall not assign, sublet, or share the space allotted without the knowledge and written consent of IHS. The exhibiting booth name/company on the show floor should be the same as the name/company reservation made for a booth through IHS.

8. EARLY DEPARTURES

Exhibits may not be dismantled prior to the close of the show at 4:00 PM on Saturday, August 2, 2014. Early departures from the exhibit hall are prohibited, as these are disruptive to both attendees and other exhibitors. Early departures will be approved only in the case of emergency, and must be approved by the Conference Manager.

9. REGULATORY COMPLIANCE

Exhibitor shall be responsible for identifying and complying with all applicable federal, state, and local laws, rules, and regulations, including those concerned with safety, registration and licensing, and taxation.

The Indiana Department of Revenue has published information that states an out-of-state vendor who displays and sells merchandise at local trade fairs and/or exhibitions will be considered engaged in business in Indiana. See: Indiana Sales Tax Bulletin #37, <http://www.in.gov/dor/reference/files/sib37.pdf>

Since the Department takes the position that an out-of-state vendor is doing business within Indiana, we recommend that you review Indiana tax laws

and regulations and make a determination if your business needs to register as an Indiana Retail Merchant for the collection of Indiana sales/use tax. To obtain a copy of the Business Application form, contact the Indiana Department of Revenue at (317)233-4015.

IHS will not take responsibility for registering your business or for the collection/remittance of any tax. It is your responsibility to determine if your business activities require you to register for the collection of sales/use tax. Any taxes due to Indiana through your participation in this event are your responsibility. We have provided the necessary contacts for information purposes only.

10. SOUND SYSTEM

The use of sound systems is permissible; provided they are not audible more than three feet into the aisle or into neighboring booths and that the sound is directed into the exhibitor's booth or vertically. IHS shall have absolute control over the implementation of this regulation, the extent of which is that sound systems shall not be objectionable to neighboring exhibitors.

11. RECORDED MUSIC

Use of recorded music in any fashion, including background, must be covered by a license.

12. EXHIBITORS' PROTECTION

Only firms or organization with an assigned exhibit space will be permitted to solicit business within the exhibit area or other areas rented by IHS.

13. ADDITIONAL REQUIREMENTS FOR EXHIBITORS ENGAGED IN BIOLOGICAL TESTING OR SAMPLING

Collection of human blood or other human tissue samples obtained through cutting, piercing, or other procedures considered invasive is not permitted.

An exhibitor offering testing services to members of the public shall provide each client with a written statement of its privacy policy, which shall describe the extent to which the client may control future use of the sample or data derived from it, whether or not it is associated with a means of identifying the donor. The exhibitor shall also provide evidence of its technical qualification through at least one of the following:

Certification through the U.S. Department of Health and Human Services for performing tests of major complexity under the Clinical Laboratories Improvement Act and Title 42, Code of Federal Regulations, Part 493, or Accreditation for DNA testing by the American Society of Crime Laboratory Directors (ASCLD) Laboratory Accreditation Board, or Accreditation by the American Association of Blood Banks (AABB) Parentage Testing Committee, or Recent periodic external proficiency testing for agreement with National Institute of Standards and Technology (NIST) DNA Profiling Standards SRM 2391, or polymerase chain-reaction (PCR) tests, and SRM 2392, for mitochondrial DNA tests.

An exhibitor proposing to use samples for research purposes, either exclusively or in conjunction with services provided to individuals, shall present evidence of registration and filing of assurances with the U.S. Department of Health and Human Services (DHSS) under its rules for protection of human subjects, Title 45, Code of Federal Regulations, Part 46, and shall provide prospective subjects sufficient disclosure regarding safety, privacy, and future use of samples and data so that the subject will have a reasonable basis for informed consent.

The exhibitor shall identify any applicable regulations promulgated by OSHA, the FDA, or other cognizant Federal agencies and certify its compliance with them.

ACCEPTANCE AGREEMENT

Signed acceptance of this page signifies that the named exhibitor agrees to abide by the terms and conditions set out in the Official Exhibiting Regulations for the Midwestern Roots 2014 Family History and Genealogy Conference presented by the Indiana Historical Society in Indianapolis, Indiana, August 1-2, 2014.

Signed _____

Print Name _____

Exhibiting Company Name _____

Date _____

This sheet, along with the Exhibitor Contract and payment, should be returned to:
Midwestern Roots 2014
Indiana Historical Society
Eugene and Marilyn Glick Indiana History Center
450 West Ohio Street

No booth will be reserved and considered final until this form is signed and received together with payment