

## FEDERATION OF GENEALOGICAL SOCIETIES EXHIBITOR AGREEMENT

The Federation of Genealogical Societies is a non-profit corporation chartered in Illinois hereinafter called FEDERATION. Exhibitor refers to all individuals, companies or organizations, profit or non-profit, formal or informal, who have been invited to participate in FEDERATION sponsored event, to use the Exhibits Hall, or other facility, to sell or promote products, membership, or services. The word vendor is interchangeable with exhibitor. The term agent includes Exhibitors, its employees, independent contractors, with or without compensation, licensees, and volunteers working in the Exhibitor's booth or otherwise under the direction of the Exhibitor.

Exhibitors, and their agents, shall conduct themselves in a professional and ethical manner at all time during the conference. Ethical conduct for Exhibitor and agent excludes all illegal activities and the promulgation of erroneous or misleading information about products and services they are selling or about products or services sold by others. Any Exhibitor or agent found to be involved in illegal activities or to be passing false or misleading information may result in the Exhibitor being ejected from the conference at the discretion of the Conference Chair.

Exhibitor acknowledges that materials displayed at booths of other exhibits at the conference are for the use of said other Exhibitor and conference attendees only, and Exhibitors shall not obtain any material from another Exhibitor's booth without the prior consent of the other Exhibitor. Exhibitor or agents may not remove, alter or amend any other exhibitor's promotional material nor that placed on the free promotional materials (freebie) tables.

Exhibitor shall notify the Exhibits Chair in writing of all persons working with, or in any way representing, them at a FEDERATION event. All persons representing an Exhibitor must wear a FEDERATION provided name-badge identifying them as an agent of the Exhibitor at all times in the Conference facility. Design and content of these badges is wholly at the discretion of FEDERATION.

All persons active in an Exhibitor's area are assumed to be agents of that Exhibitor unless the Exhibitor takes action to remove the person from this appearance or representation and notifies the FEDERATION Exhibits Chair or Conference Chair immediately upon becoming aware of the situation. This policy is established to prevent Exhibitors from later denying responsibility for the actions of an agent or anyone representing them. All actions by anyone listed with an Exhibitor are that Exhibitor's responsibility.

Exhibitor agrees to abide by all existing laws, rules, agreements and regulations, including those covering the use of services or labor in the conference facility. The exhibitor assumes full responsibility and liability for the action of its agents.

The Exhibitor is responsible for damage to his leased space. No signs or other articles may be affixed, nailed, or otherwise attached to walls, doors, windows, etc. in such a manner as to deface or damage them. Likewise, no attachments may be made to the floors by nails, screws, tape, or any other devices, which would damage or mar them. In all cases, the judgement of the FEDERATION Exhibits Chair shall prevail. Such signs or attachments must be removed when directed by the Exhibits Chair or Conference Chair. All such attachments and residue must be removed by the Exhibitor at the end of the Conference. The Exhibitor will reimburse any costs incurred by FEDERATION as a result of an Exhibitor's placement of signs, furniture, or other devices to FEDERATION.

Assignment of space will be made by FEDERATION and may be changed at any time, including during a conference, for any reason, stated or unstated, by the Exhibits Chair. Exhibits must be self-contained within the space assigned by the FEDERATION Exhibits Chair. Chairs, furniture, or other materials shall not be placed outside assigned space or set up in such a manner as to block exits, access to other rooms, or access to other Exhibitor's space. No exhibit structure, material, or sign may extend more than eight feet in height, unless express permission is granted by the FEDERATION Exhibits Chair. Exhibitor's decorations or other attachments may not obstruct other allowable displays or project into aisles. In all cases on space use and bounds, the decision of the FEDERATION Exhibits Chair shall prevail.

Hawking, including distributing written or verbal promotional material in the aisles, corridors, lecture halls, labs or on the public address system of the FEDERATION conference is strictly prohibited. Violation of this rule may result in the exhibitor being ejected from the conference and not being allowed to participate in future FEDERATION conferences. All sales activity is strictly limited to the exhibitor's assigned space in the exhibits hall and in demonstrations scheduled for that Exhibitor. Exhibitors may not announce, place or post promotional material in any lecture room without the prior approval of the Program Chair or Conference Chair. The FEDERATION Conference staff may, from time to time, use the public address system, signs and flyers, to announce schedules, events, activities and services of general interest to attendees.

Exhibitor agrees to cooperate with the FEDERATION Conference staff.

Payment for space must be made at the time space is reserved. Payments made within 10 days of an event will be, at the discretion of the Exhibits Chair, made in a cash instrument acceptable to the FEDERATION Treasurer, such as money order or cashiers check. Such payment method is at the discretion of the FEDERATION Treasurer when the Exhibitor is new to FEDERATION and, thus, has not established a financial history with FEDERATION.

Once an Exhibitor sets up at a FEDERATION event, no refund of monies paid FEDERATION will be made. Cancellations or amendments made after FEDERATION has incurred an expense related to that exhibit may be made at the discretion of FEDERATION. No refund is implied or established by this allowance.

Exhibitors shall not ship advance freight direct to the exposition site. FEDERATION and the owners or managers of the facility where the exposition is to be held shall not accept or store display materials or empty crates, and Exhibitor shall make his own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements must be made through the Official Drayer, and Exhibitor shall provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the exposition shall be prepaid.

Neither the FEDERATION nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to the Exhibitor, or to the Exhibitor's agent or property, from any cause whatsoever. Under no circumstances will FEDERATION be liable for lost profits or other incidental or consequential damages. FEDERATION shall not be liable for failure to perform its obligations under any agreements with Exhibitors 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 exhibit is deemed to be the invitee or licensee of the exhibitor, rather than the invitee or licensee of FEDERATION. FEDERATION shall not be liable for any injury whatsoever to the property of the exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitee or guests of the exhibitor.

FEDERATION shall provide guard service throughout the closed hours of installation, show and dismantling period, and exercise reasonable care for the protection of the Exhibitor's materials and display either electronic surveillance and/or in person. Beyond this, FEDERATION, the exposition facility, or any officer or staff member thereof will not be responsible for the safety of the property of the Exhibitor, his agent, or employees, from theft, damage by fire, accident, or any other cause.

Exhibitor shall not assign, sublet, or share assigned space without the knowledge and written consent of the Exhibits Chair. Exhibitor must display only the goods manufactured or dealt in by them in their regular course of business. FEDERATION reserves the right to restrict exhibits which, because of noise, methods or operation, materials, or for any other reason, become objectionable, and also to prohibit or to remove any exhibit which, in the opinion of FEDERATION, 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 with FEDERATION determines to be objectionable. In the event of such a restriction or removal, FEDERATION shall not be liable for any refunds or other exhibit expenses.

Admission will be by badge only. Identification badges are not transferable. Complimentary Exhibitor badges as needed will be provided to official Exhibitor Representatives.

No firm or organization not assigned exhibit space shall be permitted to solicit business within the exhibit area or at the FEDERATION conference.

Each Exhibitor agrees that he and his agents will abide by these regulations and by subsequent amendments and additions thereto, it being fully understood and agreed that the sole control of the Exhibits Hall and Conference space rests with FEDERATION.

This conduct agreement must be signed before any Exhibitor may set up in the Exhibit Hall.