2019 Exhibitor Agreement
Western Arts Alliance Annual Conference
JW Marriott at L.A. Live, Los Angeles

By signing this AGREEMENT, the AGENCY REGISTRANT acknowledges they have read and agrees to abide by all terms of this AGREEMENT, including all Western Arts Alliance rules, regulations, and restrictions detailed below. The AGENCY REGISTRANT must sign and return this agreement to the Western Arts Alliance office at 715 SW Morrison St, Suite 600, Portland, OR 97205, fax 503-274-4768, staff@westarts.org, on or before the below dates based on rank status.

Eligibility and AGENCY REGISTRATION Procedures & Guidelines
To be eligible to attend the Conference as an AGENCY REGISTRANT, the attendee must be a current WAA member (or staff of a current member organization) with dues current and paid in full. Membership payment may be included with the AGENCY REGISTRATION application.

Exhibitor registration periods are based on the number years an organization has been a member and exhibiting at WAA. This is called “Rank.”

Determination of Rank
- Rank 1: 10th or more year attending
- Rank 2: 5th, 6th, 7th, 8th & 9th year attending
- Rank 3: 2nd, 3rd & 4th year attending
- Rank 4: 1st year attending

AGENCY REGISTRANTS will be dropped back in rank if:
- a. A year of exhibiting or attending the Conference in missed. AGENCY REGISTRANTS must complete one year in this dropped rank before being restored to previous rank status.
- b. Membership lapses. A lapse of membership of more than 365 days clears any exhibiting or AGENCY REGISTRATION history accumulated and starts the organization or individual over in Rank 4.

AGENCY REGISTRATIONS are not complete until WAA has received the SIGNED AGENCY REGISTRATION AGREEMENT and payment for applicable fees by the date corresponding to the REGISTRANTS Rank:
- Rank 1: May 10, 2019
- Rank 2: May 21, 2019
- Rank 3: May 30, 2019
- Rank 4: June 10, 2019

An AGENCY REGISTRATION is an alternative to traditional exhibition—this type of registration does not include an exhibit space and does not allow for the set-up of any marketing materials (displays, posters, table-tent marketing, photos, etc.) at all. WAA provides this registration option for those who register to participate in the Conference after the exhibit hall is sold out and for those who are confident they do not need a marketing platform such as a traditional exhibit space in order to conduct business at the Annual Conference. This option is not recommended to first time WAA attendees without prior conference experience.

An AGENCY REGISTRATION includes:
- Authorization to conduct business at the Conference
- Full access to the exhibit hall and all open seating areas in “The Commons”
- All the benefits of a full-week attendee registration
- Listing as an Exhibitor in the Conference Guide*
- Eligibility to participate in Discovery Sessions and Speed Leads
- The option to participate in the official Independent and Juried Showcase programs

*For Agency Registrations received before July 31, 2019, the attendee’s name, organization and cell phone number will be included on the Exhibitor List published in the official Conference Guide and on the exhibitors map displayed on site.

AGENCY REGISTRANTS are encouraged to use the open areas that WAA provides in and around “The Commons” to hold meetings, however these areas are meant to be shared with the full delegation; AGENCY REGISTRANTS may not “take up residence” at any location for an extended period.

An AGENCY REGISTRATION includes one individual registration. AGENCY REGISTRATION pricing is based on membership tier. Additional individuals from the REGISTRANT’S organization may attend the Conference but must register separately.

Cancellations are subject to limitations:
- a. A conference exhibit or Agency Registration may be cancelled up to 45 days before the conference. The administrative fee for a cancelled exhibit space or agency registration is 30% of the total exhibit order.
b) For information on cancellation of individual registrations and associated events, please see the Conference Registration Information page at www.westarts.org.

c) All cancellations must be submitted in writing. Please note that refunds may not be processed until after the Conference.

AGENCY REGISTRANTS assume all liability for security of possessions and equipment while at the conference.

WAA prohibits sales of material products at the conference.

**Exhibit Space, Display and Performance Restrictions**

AGENCY REGISTRATIONS do not include an exhibit space and do not allow for the set-up of any marketing materials (displays, posters, headshots, table-tent marketing, photos, etc.) in or around the exhibit hall. Displays and/or signage are not allowed.

All meetings, showcases, solicitations, and other activities must be conducted so as not to infringe on the rights of other exhibits or disturb conference delegates.

AGENCY REGISTRANTS must provide headphones for any meetings conducted A/V elements (e.g., performance footage screened from a laptop).

WAA prohibits live performance in The Commons except as specifically designated. Agents or Artists may not appear in character within the exhibit hall. Live performances are not permitted outside of Juried Independent Showcases.

Animals are not allowed at the Conference, except for service dogs, without written approval from WAA Staff prior to the Conference.

**Conduct**

No form of harassing conduct will be tolerated, and attendees must agree to the following:

- Always exhibit professional conduct while at conference events.
- Make a personal commitment to honesty and integrity.
- Conduct one's activities in good faith.
- Respect and do not breach confidences.
- Do not abuse one's professional privilege by seeking inappropriate benefits.
- Do not engage in activities where one has a real or perceived conflict of interest.
- Conduct business within the letter and spirit of all applicable laws and governmental and institutional regulations.
- Treat fellow members, attendees, and WAA staff with fairness, respect and dignity.
- Point out inappropriate behavior when it is witnessed.

ALL AGENCY REGISTRANTS must read and agree to abide by WAA’s Attendee Agreement.

AGENCY REGISTRANTS must also abide by the North American Performing Arts Managers and Agents’ (NAPAMA) Guidelines for Ethical Behavior. To review the NAPAMA guidelines, please visit http://www.napama.org/ethical-behavior.

AGENCY REGISTRANTS shall not solicit business in aisles or in other exhibitors’ spaces or infringe upon the rights and privileges of exhibitors. Any complaints regarding infractions of the rules or disputes between attendees should be made directly to Western Arts Alliance. Any decision by WAA shall be final, binding and non-appealable. Unethical or criminal conduct or infraction of the rules on the part of the AGENCY REGISTRANT or its representatives will subject the AGENCY REGISTRANT, its representatives, or both, to ejection from the exhibit hall and/or rank status. In such an event, AGENCY REGISTRANT acknowledges that he or she shall not receive any refund.

Canvassing in the exhibit halls or distributing advertising material or souvenirs by an attendee using an AGENCY REGISTRATION is strictly prohibited. The offender will be escorted off property by show security. Personnel recruiting in any form is not permitted. The offender will be escorted off property by show security.

AGENCY REGISTRANTS may only visit another exhibitor’s space during official show hours. Handling display items, taking collateral materials and/or CDs, or the taking of photographs of another exhibitor’s exhibit or display is not permitted without the exhibitor’s permission. Western Arts Alliance observes an Equal Opportunity policy which affords all persons the right to be treated equally.
**Liability and Responsibility**

AGENCY REGISTRANT, on behalf of itself and its officers, directors, agents, employees, and assigns, hereby represents and warrants that (a) AGENCY REGISTRANT’s marketing, advertising, and publicity materials, including, but not limited to, photographs, rosters, posters, images, videos, and recordings, and (b) any showcase or other artist performance(s) organized or promoted by AGENCY REGISTRANT which has also been advertised and/or promoted as part of the WAA Conference, regardless of whether such showcase is arranged through a third party and regardless of whether such showcase takes place on or off of any official conference hotel or location, will not violate or infringe upon any common law or statutory right of any person, firm or corporation including, without limitation, contractual rights, copyrights, trademarks, and rights of privacy.

With regard to AGENCY REGISTRANT’s representations and warranties, AGENCY REGISTRANT shall indemnify and hold harmless WAA, its successors, officers, directors, agents, employees, and assigns from and against any claims, loss, damages, liabilities, costs and expenses, including reasonable attorneys’ fees and court costs actually incurred, resulting from or arising out of, wholly or in part any breach of AGENCY REGISTRANT’s representations and warranties, including, but not limited to, any act or omission of AGENCY REGISTRANT, its officers, directors, artists, agents, and employees, and assigns. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

In addition, should WAA determine in its sole discretion that AGENCY REGISTRANT has breached any of AGENCY REGISTRANT’s representations and warranties, WAA shall have the right, in its sole discretion, to cancel any showcase or other artist performance(s) organized or promoted by AGENCY REGISTRANT which has also been advertised and/or promoted as part of the WAA Conference and/or terminate AGENCY REGISTRANT’s right to distribute marketing, advertising, and publicity materials without any obligation to refund any costs, expenses, or conference fees to AGENCY REGISTRANT. All such rights and remedies may be exercised cumulatively, or in the alternative at the sole discretion of WAA Staff. In the event of such violation, WAA additionally reserves the right to refuse conference attendance for the following year.

**Assignment**

The terms of this AGENCY REGISTRATION AGREEMENT will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This AGENCY REGISTRATION AGREEMENT and the AGENCY REGISTRANT’S rights and obligation hereunder may not be assigned or transferred by the AGENCY REGISTRANT without WAA’s consent.
By signing this AGREEMENT, the AGENCY REGISTRANT acknowledges they have read and agree to abide by all terms of this AGREEMENT, including all Western Arts Alliance rules, regulations, and restrictions detailed HEREIN. The AGENCY REGISTRANT must sign and return this agreement to the Western Arts Alliance office at 715 SW Morrison St, Suite 600, Portland, OR 97205, fax 503-274-4768, on or before the below dates based on rank status.

WAA must receive your completed agency registration and payment for applicable fees by:

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Scan and email to: staff@westarts.org
Fax to: 503-274-4768
Mail to: Western Arts Alliance, 715 SW Morrison St., Suite 600, Portland, OR 97205

Summary of Restrictions and Guidelines:

- No form of harassing conduct will be tolerated.
- AGENCY REGISTRATIONS do not include an exhibit space and do not allow for the set-up of any marketing materials (displays, posters, headshots, table-tent marketing, photos, etc.) in or around the exhibit hall, including exhibit spaces or public areas such as aisles, entrance ways, lounges, registration areas, approaches, corridors, meeting rooms or any other areas of the exposition hall or hotels affiliated with the event in any way.
- AGENCY REGISTRANTS are encouraged to use the open seating areas that WAA provides in and around The Commons, however these areas are meant to be shared with the full delegation.
- AGENCY REGISTRANTS shall not solicit business in aisles or in other exhibitors’ spaces.
- All meetings, showcases, solicitations, and other activities must be conducted so as not to infringe on the rights of other exhibits or disturb conference delegates.
- AGENCY REGISTRANTS must provide headphones for any audiovisual meetings with laptops and sound involved while sharing space within any conference space.
- AGENCY REGISTRANTS take all responsibility for obtaining all rights associated with the presentation of their clients.
- Canvassing in the exhibit halls or distributing advertising material or souvenirs by an attendee using an AGENCY REGISTRATION is strictly prohibited.
- WAA prohibits live performance in The Commons except as specifically designated. Individuals may not appear in character within the exhibit hall. Live performances are not permitted outside of Sponsored and Independent Showcases.
- Animals are not allowed at the Conference, except for service dogs, without written approval from WAA Staff prior to the Conference.

Organization Name:________________________________________

Agency Registrant’s Name:____________________________________

I have read and agree to abide by WAA’s Attendee Agreement. INITITAL:

Cell Phone Number: ________________________________

For Agency Registrations received before July 31, 2019, the attendee’s name, organization and cell phone number will be included on the Exhibitor List published in the official Conference Guide and on the exhibitors map displayed on site.

Contact Signature: _______________________________________

Date: _____________________________________________________