#### NATIONAL GENEALOGICAL SOCIETY



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# Official Exhibiting 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 National Genealogical Society (hereafter known as NGS) reserves the right to require any exhibitor to remove an exhibit or any part of an exhibit that, in the sole judgment of NGS, is misleading or deceptive, unprofessional, in poor taste, unsuitable, or not in keeping with the character and objectives of the conference and NGS. 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.

#### 2. ASSIGNMENT OF BOOTH SPACE

Exhibitors should choose three booth space preferences in the online form and pay at that time with credit card information or mail a check to the NGS office after filling out the online form. Booth spaces will be assigned in October and emailed out to exhibitors who have paid. NGS reserves the right of final decision and the right to amend floor plans or relocate exhibits at its discretion.

#### 3. PAYMENT FOR SPACE

Rate per booth is as follows:

Businesses and non-profit organizations: \$310

*Societies and associations:* \$250

#### 4. CANCELLATION OF EXHIBITOR SPACE

To cancel, written notice—with no exceptions—must be emailed on or before 15 February 2018 to Erin Shifflett at <a href="conference@ngsgenealogy.org">conference@ngsgenealogy.org</a>. An administrative fee of \$75 per 10′x10′ exhibit booth space will be charged for all cancellations up until 15 February 2018. No refund for exhibit space will be made after 15 February 2018. Booth cancellations may not be applied to a future event. If an exhibitor's space is cancelled by NGS for any reason, a full refund will be given to the exhibiting company. If an exhibitor is unable to attend the conference, notification should be given to NGS as soon as possible prior to the opening of the show.

# 5. SUB-LEASING/SHARING EXHIBIT SPACE

Sub-leasing and sharing of exhibit space is strictly prohibited unless prior written approval has been given by NGS. The exhibiting booth name/company on the show floor should be the same as the name/company reservation made for a booth online or by mail through NGS.

# 6. GENERAL EXHIBITOR GUIDELINES USE OF NGS NAME/LOGO

The NGS name, logo, or conference logo may not be used in any advertisement, promotional material, or mailings without the express written permission of NGS. **ENDORSEMENTS** 

Exhibiting at an NGS conference does not constitute an endorsement of any service or product by NGS.

#### 7. EXHIBIT HALL HOURS

Exhibit Hall hours are set as follows:

Tuesday, 1 May: Set-up for Exhibitors: 10:00 a.m.-5:00 p.m.

Wednesday, 2 May: Set-up for Exhibitors: 7:30–9:30 a.m.

Wednesday, 2 May, 9:30 a.m.–5:30 p.m.

Thursday, 3 May, 9:00 a.m.-5:30 p.m.

Friday, 4 May, 9:00 a.m.–5:30 p.m. (A ticketed barbeque lunch will be held in the Exhibit Hall and no other sponsored luncheons will be held on Friday).

Saturday, 5 May, 9:00 a.m.-3:00 p.m.

Saturday 5 May, Exhibitor move-out: 3:00–8:00 p.m.

NGS reserves the right to modify exhibit hall hours of opening at any time. Exhibitors have the right to withdraw with no penalty for any modification that reduces or adds more than ten percent to the total exhibit time. If an exhibitor wishes to withdraw and obtain a full refund of exhibitor fees paid, a request for refund must be made within one week of e-mail notification from NGS of a change to the exhibiting hours that exceed the above limits.

#### 8. LIABILITY

Neither NGS nor its agents or representatives are 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 NGS be liable for lost profits or other incidental or consequential damages. NGS 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 NGS. NGS 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.

#### 9. **SECURITY**

Security will not be provided in the exhibit hall. Once the exhibit hall has closed each day and all participants have exited, the doors will be locked and will not be re-opened until exhibitor set up the following morning. NGS assumes no responsibility for theft, loss, or damage during the duration of the conference. In all cases, exhibitors wishing to insure their goods must do so at their own expense.

# 10. SHIPPING, FREIGHT, AND MATERIAL HANDLING

Shipping and receiving information for the DeVos Place Convention Center can be found in the Valley Expo exhibitor kit. For questions, please call the show decorator, Valley Expo & Displays, at 877-332-4292 or contact them by e-mail at <a href="mailto:events@valleyexpodisplays.com">events@valleyexpodisplays.com</a>.

#### 11. OCCUPANCY OF SPACE

It is the responsibility of the exhibiting company to adequately staff its exhibit booth during the opening hours of the exhibit hall.

# 12. EARLY DEPARTURES

Exhibits may *not* be dismantled prior to the close of the show at 3:00 PM on Saturday, 5 May. 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. Late arrivals must be approved by NGS prior to the conference commencement.

## 13. LIABILITY

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.

#### **15. 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). Any live presentations must be conducted within the booth area, and the microphone volume cannot be disruptive to adjoining booths. Exhibitor is responsible for keeping the aisles clear for nearby Exhibitors.

# 16. STORAGE OF PACKING MATERIALS

Exhibitors are not allowed to store empty boxes and/or crates in their exhibit booths during the show hours. Empty boxes and crates should be discarded, or arrangements should be made for the storage of these with the decorating company.

#### 17. RULES AND REGULATIONS

Exhibitors shall abide by those rules and regulations that NGS may promulgate regarding the conduct of exhibitors at the NGS 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 such materials from another exhibitor's booth without the prior consent of the other exhibitor.

#### 18. EXHIBIT HALL

The Exhibit Hall is located at the DeVos Place Convention Center, Hall C.

# 19. **BOOTHS**

Back and side draping, booth identification sign, one 8-foot skirted table (8 feet long, 2 feet wide and 30 inches tall), wastebasket, and two chairs per basic  $10' \times 10'$  foot booth will be provided to the exhibitor. Additional booth furnishings may be obtained at the exhibitor's expense from the show decorator.

# 20. PROFESSIONAL DISPLAYS

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

#### 21. 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.

#### **TAXES**

Exhibitors making sales at the NGS Conference MUST file with the Michigan Department of Treasury. The sales tax rate is currently 6% (subject to change) and

form number 5089 can be found and downloaded at <a href="http://www.michigan.gov/taxes/0,4676,7-238-44079-401012--">http://www.michigan.gov/taxes/0,4676,7-238-44079-401012--</a>,00.html

For questions, please contact the Michigan Department of Treasury at 517-636-6925.

#### **BUSINESS LICENSE**

A business license is not required in the city of Grand Rapids or in Kent County.

#### 22. USE OF EXHIBIT

- a. Exhibitor shall not stream live or recorded video or audio or broadcast any content from the Exhibit Hall that exceeds five minutes in duration without the knowledge and written consent of NGS. Any livestreaming, even if for publicity, cannot interfere with the ability of a neighboring booth exhibitor to do *their* business, and, a minimum of two exhibit booth spaces is required for any exhibitor who plans to have live presentations.
- b. Exhibitor shall not assign, sublet, or share the space allotted without the knowledge and written consent of NGS.
- c. Exhibitors must display only the goods manufactured or dealt with in their regular course of business and described in the contract.
- d. NGS 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 NGS, 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 NGS determines is objectionable. In the event of such restriction or removal, NGS shall not be liable for any refunds or other exhibit expenses.
- e. Any wi-fi provided by NGS is for the use of vendors in making transactions and cannot be used for streaming or broadcasting media. Exhibitors must provide their own wi-fi or order wi-fi if additional bandwidth is needed.

#### 23. 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. NGS 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.

# 24. RECORDED MUSIC

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

#### 25. EXHIBITORS' PROTECTION

No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area or other areas rented by NGS, except a Society Night that will be held for genealogical societies on Wednesday evening in the Amway Grand Plaza Hotel.

26. 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.