



EXHIBITOR'S CONTRACT

2009 RAPID EXCAVATION & TUNNELING CONFERENCE (RETC)

June 14-17, 2009 • Caesars Palace • Las Vegas, Nevada

STEP 1

COMPANY NAME (AS IT WILL APPEAR IN PRINTED MATERIAL)			
CONTACT PERSON (FOR RETC EXHIBITS)		TITLE	
STREET ADDRESS			
CITY	STATE	COUNTRY	ZIP/POSTAL CODE
PHONE NUMBER		FAX NUMBER	
E-MAIL ADDRESS		WEB ADDRESS	

Please sign and return this contract with check or credit card payment to:

**Society for Mining, Metallurgy, and Exploration, Inc. (SME)
Attn: RETC Exhibits
8307 Shaffer Parkway
Littleton, Colorado 80127**

Phone: 303-973-9550

Fax: 303-979-3461

**E-mail:
exhibits@smenet.org**

TERMS

A 50% deposit of total booth space fees must accompany this signed contract. Balance is due on or before January 31, 2009. All contracts submitted after January 31, 2009, must be accompanied by full payment.

CANCELLATION POLICY

The exhibitor must notify SME Exhibit Sales and Operations in writing on or before January 31, 2009, of intention to cancel or withdraw from the exhibition. The exhibitor will be refunded all sums paid less a processing fee of \$400 per 10'x10' booth.

After January 31, 2009, the exhibitor will be obligated to pay the total rental cost of the exhibit booth.

STEP 2 – BOOTH DISPLAY INFORMATION

What items will you display in your booth?

Will combustible chemicals, gases, or motor vehicles be displayed? () yes () no

List any competitors you do not wish to exhibit near.

STEP 4 – EXHIBIT BOOTH

<input type="checkbox"/> Standard Booth	\$2,000 x _____ (qty.)
TOTAL AMOUNT DUE	\$ _____

STEP 5 – PAYMENT

AMOUNT AUTHORIZED	CHECK NO. (Make checks payable to RETC Exhibits in US funds)
CREDIT CARD (Please check one)	
<input type="checkbox"/> American Express <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa <input type="checkbox"/> Discover	
CREDIT CARD NO.	
EXPIRATION DATE	
CARDHOLDER NAME (Please print)	
CARDHOLDER SIGNATURE	

STEP 3

Quantity of 10' x 10' booths needed _____

Booth Preferences: 1st _____ 2nd _____

 3rd _____ 4th _____

 5th _____ 6th _____

50% DEPOSIT (OR FULL PAYMENT) REQUIRED WITH CONTRACT Please remit in U.S. funds payable to RETC EXHIBITS

Acceptance of this application by SME/RETC constitutes a contract. As the exhibitor, I have read and agree to abide by the Rules and Regulations of the 2009 Rapid Excavation and Tunneling Conference (RETC) which are deemed part of this contract. Exhibit staff working the RETC Conference will be informed of and will abide by the rules and regulations governing this event. Please refer to RETC Exhibitor Rules and Regulations.

Signature _____ Title _____ Date _____

FOR SME/RETC USE ONLY

ACCEPTANCE OF CONTRACT

The above contract is accepted. Space allotted is subject to change should circumstances require as noted above.

Date _____ THE SOCIETY FOR MINING, METALLURGY AND EXPLORATION, INC.

Space Assigned _____ No. of Booths _____

SME/RETC Exhibit Sales and Operations

2009 RETC EXHIBITION RULES & REGULATIONS

1. **Society.** The word "Society" as used herein shall mean The Society for Mining, Metallurgy, and Exploration, Inc. or its officers, committees or agents or employees acting for them, in the management of the Exhibit.
 2. **Eligible Exhibits.** The Society reserves the right to determine the eligibility of any company or product for inclusion in the Exhibit. The Exhibitor agrees to prepare an Exhibit of materials or equipment, machinery, supplies, services, etc. pertaining to the fields of exploration and development of mineral properties, the mining of minerals or allied industry activity, suitable for inclusion in the SME Technological Information Exchange Exhibition, Caesars Palace, Las Vegas, Nevada, June 14-17, 2009 and as approved by the Society, or its authorized agents and to pay for such booth or booths whether actually occupied by a display or not, and subject to the rules of the Exhibition.
 3. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason against the Exhibit, the Society for Mining, Metallurgy, and Exploration, Inc. or against the management or owners of the Convention Center or the employees of any of them. The Exhibit, the Society for Mining, Metallurgy, and Exploration, Inc. itself will not be liable for the fulfillment of this Contract as to the delivery of space, and further will not be responsible for delays, damage, loss, increased costs or other unfavorable conditions due to any of the following causes: by reason of the building being destroyed by fire, act of God, public enemy, national emergency strikes, the authority of the law, or any cause beyond their control. They will, however, in the event of their not being able to hold an Exhibit for any of the above-named reasons, reimburse the Exhibitor pro-rata for any prepaid rent, less any and all legitimate expenses incurred by the Exhibition, the Society for Mining, Metallurgy, and Exploration, Inc.
 4. **Arrangements of Exhibits.** **A) Standard Booth** - one or more standard units in a straight vertical line. Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 8'3" (2.5m). Depth: All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of an adjoining exhibit, must be confined to that area of the exhibitor's space which is within 5'0" (1.52m) of the aisle line (back half of booth). **B) Perimeter Wall Booth** - standard booth located on the outer-perimeter wall of the exhibit floor. Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0" (3.66m) in perimeter-wall booths. Depth: All display fixtures over 4'0" (1.22m) in height and placed within 10 lineal feet (3.05m) of any adjoining exhibit, must be confined to that area of the exhibitor's space which is at least 5'0" (1.52m) from the aisle line (back half of booth). **C) Island Booth** - exhibit with one or more display levels in four or more standard units with aisles on all four sides. Height: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 16'0" (4.88m), provided written approval is received from exposition management at least 30 days prior to the show. Depth: Because an island booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor plan is permitted. No portion of any machine, skid or display may be closer than one foot from any aisle. **Outdoor exhibits and peninsula booths are not permitted.**
 5. **Decoration.** The Society shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed within the Exhibit by all Exhibitors. All exposed parts of any display and/or equipment must be finished or covered in a workmanlike and neat manner so they do not present an unsightly appearance when viewed from adjoining booths or aisles. Show management may order masking, replacement, rearrangement, redressing or redecoration at the exhibitor's expense, without the prior consent or knowledge of the exhibitor, where it is deemed necessary. Merchandise and "sold" signs will not be permitted.
 6. **Exhibitor Representatives' Responsibility.** Each Exhibitor must name at least one person to be his representative in connection with installation, operation, and removal of Exhibit. Such representative shall be authorized to enter into such service Contracts as may be necessary and for which the Exhibitor shall be responsible. No one under the age of 16 shall be admitted during installation and dismantle. During show hours anyone under the age of 16 must be accompanied by an adult. Strollers are not permitted in the exhibit area anytime.
 7. **Labor.** Full-time employees of an exhibiting firm may install and dismantle their own and respective company's displays as long as power tools, forklift or other equipment assistance is not needed. All temporary labor must be acquired through the official service provider.
 8. **Power.** It is mutually understood and agreed that the Society will use proper and reasonable care to prevent interruption in power service, but shall not be held responsible for any interruption that may occur due to breakage of machinery, apparatus, equipment, etc.
 9. **Fire Department Regulations.** All material used in the exhibit hall and/or exhibitor's booth(s) must be fireproofed and conform to all fire department regulations. All exhibitors planning demonstrations requiring open flames, any kind of compressed gas or explosive fuels, heat, etc., are required to contact the city fire marshal and give pertinent information that allows approval to be obtained in advance. Copies of all correspondence should be sent to SME Exhibits Management. Exhibitors must accept full responsibility for compliance with national, state and city fire safety regulations.
 10. **Subletting Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have products, equipment, signs or printed materials from other than its own firm in the said exhibit space without the written consent of SME.
 11. **Alcoholic Beverages and Hospitality Suites.** The use and presence of alcoholic beverages within the Exhibit booth is prohibited except when sponsored by the "Society" in the form of unified receptions. All food and beverage must be purchased through the exclusive Caterer of the convention center. Free samples of food or beverage products are subject to approval. Exhibitors may not schedule private functions, including hospitality functions, in competition with the SME program or SME special events. Meeting rooms and suites are available on a first-come, first-serve basis and must be approved by SME.
 12. **Insurance.** Exhibitors are advised to carry floater insurance to cover Exhibit material against damage or loss; also public liability insurance against injury to the person and property of others. The Society will carry public liability insurance for injury to the Exhibit, Visitors, Exhibitors, and their agents and employers. Exhibitors' employees are not covered when on space rented by an Exhibitor. Exhibitors must make certificates of insurance available to SME upon request.
 13. **Contractor Services.** Complete information, instructions and schedules or prices regarding shipping, drayage, labor for erection and dismantling, electrical, furniture, carpets, etc. are included in the Exhibitor Service Kit which will be forwarded after space has been confirmed and deposit received.
 14. **Non-official Decorators.** Outside service contractors, display houses, etc., shall notify SME thirty (30) days prior to the first move-in day of the exhibition with the approximate number of regular and/or supervisory employees working in the exhibit area during the move-in and move-out periods, and provide a certificate of insurance for liability and workmen's compensation or other documentation as requested. All outside contractors are asked to sign and agree to comply with the exhibition rules and regulations as well as convention center rules and regulations. Exhibitors must provide an Exhibitor Appointed Contractor (EAC) form to SME.
 15. **Sound Devices and Noise Level.** The use of devices for mechanical, reproduction of sound is prohibited. Music, whether mechanical, vocal or instrumental, is prohibited except in connection with motion picture projection. Operation of radio or television equipment receiving outside broadcasts is prohibited. Any demonstrations or presentations must be a low volume so that nearby exhibitors are not bothered. Any form of attention-getting devices or presentations must be terminated when crowds jam aisles or infringe upon another exhibitor's display or impede neighboring exhibitors from conducting their business.
 16. **Distribution of Promotional Material.** Distribution of sales promotional material and the conduct of surveys is permitted in the Exhibit area, but must be confined to the Exhibitor's booth. No pressure-adhesive stickers or decals or similar promotional items may be distributed in the building. Distribution of promotional materials outside of the booth may result in the loss of priority points.
 17. **Amendment to Rules.** Any and all matters or questions not specifically covered by the preceding rules and regulations shall be subject solely to the decision of the Society. These rules and regulations may be amended at any time by the Society and all amendments (except booth rental prices) so made shall be binding on Exhibitors equally with the foregoing rules and regulations.
 18. **Direct Selling.** In the event that an exhibitor engages in on-location transactions, the exhibitor will be fully responsible for complying with all federal, state and local tax laws that may pertain to such sales. Further information will be provided in the Exhibitor Service Kit.
 19. **Losing Priority Points.** Exhibiting firms accrue priority points which may be applied toward exhibit space selection at future SME Annual Exhibits. Gross violation of exposition rules, as determined by SME, may subject a company to partial or total loss of priority points. Forfeited priority points cannot be restored.
 20. **Early Removal of Exhibits.** No exhibit shall be packed, removed, or dismantled prior to the closing of the Show without permission from the Show Manager. If the Exhibitor acts in breach of this provision, it is subject to pay as compensation for the distraction to the Exhibition's appearance, an amount equal to one-third of the total space charge for the Exhibitor's allocated area, in addition to all sums otherwise due under this Agreement. Additionally, breach of this provision could result in the loss of the Exhibitor's same booth in future shows produced by SME.
 21. **ADA.** Exhibitors are reminded that the American with Disabilities Act ensures equal access to all participants of SME meetings. It is the responsibility of exhibitors to make booth spaces fully accessible to those with physical or sight impairments to comply with all applicable laws and regulations, including without limitation the American with Disabilities Act (Public Law 101-336).
 22. **Official Exhibit Hours Are:**

Sunday, June 14 (Move-In)	8:00 AM – 5:00 PM
Monday, June 15 (Move-In)	8:00 AM – 3:00 PM
Exhibit Opening Reception	5:00 PM – 7:00 PM
Tuesday, June 16	
Exhibit Hall (Open)	11:00 AM – 2:00 PM
Coffee Break	11:00 AM – Noon
Exhibit Hall (Open)	4:00 PM – 6:00 PM
Wednesday, June 17	
Exhibit Hall (Open)	11:00 AM – 2:00 PM
Hosted Lunch	Noon
Move-Out	2:00 PM – 8:00 PM
- Exhibitors will have access to the exhibit hall one hour before official Exhibit hours. Exhibits must be fully staffed and operational during all exhibit hours.
23. Space not occupied by the close of the exhibit installation period will be forfeited by the exhibitor and this space may be resold, re-assigned, or used by SME Exhibit Management. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full space rental under the terms of the contract. A "Force Set" will occur at the exhibitors expense if items in the booth are not set-up one hour before the close of move-in.
 24. Booth or booths enumerated do not form a part of this Contract. The Society reserves the right to locate or relocate or renumber any Exhibit space at any time. After acceptance of this Contract, the terms hereof shall not be subject to cancellation except for non-acceptance by the Exhibitor of the relocation of the Exhibit space subsequent to a date ten days following the date of acceptance hereof. The Society may reassign space made available due to cancellations, expansions, reductions or withdrawals.