1. **Society.** The word “Society” as used herein shall mean the Society for Mining, Metallurgy & Exploration Inc. or its officers, committees or agents or employees acting on them, in the management of the Expo.

2. **Eligible Exhibits.** The Society reserves the right to determine the eligibility of any company or product for inclusion in the Expo. 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, Hyatt Regency Downtown, in Chicago, IL, June 16-19, 2019, 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 Expo.

3. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason against the Expo, the Society for Mining, Metallurgy & Exploration or against the management or the Hyatt Regency Downtown Chicago, or the employees of any of them. The Expo, Society for Mining, Metallurgy & Exploration 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 exp 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, Society for Mining, Metallurgy & Exploration.

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 areas 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 4’0” (1.22m) 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 areas 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 at least 4’0” (1.22m) from the aisle line (back half of booth). C) Island Booth - exhibit with one or more display levels in one or more standard units with aisles on all four sides. Height: Exhibit fixtures, components and hanging signs will be permitted to a maximum height of 20’6” (6.0m). Depth: Because an island booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor plan other than one foot perimeter from any aisle. 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 manner so they do not present an unsightly appearance when viewed from adjoining booths or aisles. Show Management may order masking, replacement or rearrangement, 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. **Fire Department Regulations.** All material used in the expo hall and/or exhibitor’s booth must be fire resistant and conform to national, state and city fire safety regulations. Covered exhibit space will require a copy of the fire retardant material certificate from the manufacturer for Fire Marshal approval. Hyatt Regency Chicago fire code regulations are included in the exhibitor service kit.

7. **Equipment Safety.** Exhibitors must accept full responsibility for compliance with fire safety regulations and regulations of the suitable Health Administration regarding the proper use, storage, and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Equipment displayed must have protective screens, plexi-glass covers or the like if powered for demonstration. Exhibiting company personnel must be present at all times while equipment is in operation.

8. **Exhibitor Installation and Dismantle.** Full-time employees of an exhibiting firm may install and dismantle their own and respective company’s displays as long as flatbed carts, dolly, power tools, ladder, forklift or other equipment assistance is not needed. All temporary labor must be acquired through the official service provider. 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 expo area at anytime.

9. **Subletting Space.** Exhibitor shall not assign, sublet, share or appportion 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 unless the company is a wholly owned subsidiary of the parent company of the booth owner.

10. **Alcoholic Beverages and Food & Beverage.** 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 beverages for the exhibit booth must be purchased through the Executive Caterer of the Hyatt Regency Chicago. Free samples of food or beverage products are subject to approval.

11. **Hospitality Suites and Ancillary Meetings.** Exhibitors may not schedule private meetings or hospitality events, that compete with the expo hall, programs and social functions of the North American Tunneling Conference. A limited number of meeting rooms and suites are available on a first-come, first-served basis at SME host hotels. Please email meetings@smenet.org with type of function, date, time and number of guests. SME Meetings must approve and release the space prior to your company working with a hotel representative.

12. **Insurance.** Exhibitors are advised to carry fire floaters 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 not be liable to the exhibitor for any loss or damage to the exhibit space, equipment or merchandise. Exhibitors’ employees are not covered when on space rented by an exhibitor. Exhibitors must make certificates of insurance available to SME upon request.

13. **Exhibitor Service Kit.** Complete information, instructions and schedules or prices regarding shipping, drayage, labor for erection and dismantling, electrical, furniture, carpet, etc. are included in the Exhibitor Service Kit which will be available online via the Conference website April 2018.

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 expo with intent to work in the exhibit area during the move-in and move-out periods, and provide a certificate of insurance for liability and worker's compensation to SME Exhibits Management. All outside contractors are responsible to comply with the expo 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 video sound. Operation of radio or television equipment receiving outside broadcasts is prohibited. Any demonstrations or presentations must be a low volume so that nearby exhibitors can still conduct business. 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 business. Rafters are permitted but winners can not be announced on show PA system and must not be present to win.

16. **Distribution of Promotional Material.** Distribution of sales promotional material and the conduct of surveys is performed in the Expo area, but must be confined to the exhibitor’s booth. Distribution of promotional materials outside of the booth may result in exclusion from future SME expos or the loss of priority points.

17. **Video Cameras and Cameras.** Are not permitted in the expo hall. Only the SME Staff Photographer/Videoographer has full permission. Individual exhibitors with their respective badges may take photos/videos of their own respective booth but not of other exhibit booths, booth personnel or passing attendees.

18. **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.

19. **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.

20. **Losing Priority Points.** Exhibiting firms accrue priority points which may be applied toward future space selection at future UCA of SME Conferences & Expos. Gross violation of the space rules, regulations, including without limitation the American with Disabilities Act (Public Law 101-336).

21. **Official Exhibit Hours and Exhibit Hall Functions:**

   - **Official Exhibit Hours:**
     - **Tuesday, June 18**
       - Exhibit Hall Open: 11:00 AM - 2:00 PM
     - **Wednesday, June 19**
       - Exhibit Hall Open: 11:00 AM - 2:00 PM
     - **Thursday, June 20**
       - Exhibit Hall Open: 11:00 AM - 2:00 PM

   - **Exhibit Hall Lunch:**
     - **Tuesday, June 18**
       - 11:30 AM - 1:00 PM
     - **Wednesday, June 19**
       - 11:30 AM - 1:00 PM
     - **Thursday, June 20**
       - 11:30 AM - 1:00 PM

   - **Exhibit Hall Reception:**
     - **Tuesday, June 18**
       - 4:00 PM - 6:00 PM
     - **Wednesday, June 19**
       - 4:00 PM - 6:00 PM
     - **Thursday, June 20**
       - 4:00 PM - 6:00 PM

   - **Move-Out:**
     - **Thursday, June 20**
       - 12:00 PM - 8:00 PM

22. **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 booths 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).

23. **Space not Occupied.** The Society reserves the right to locate or relocate or renumber any exhibit space at any time. After acceptance of this Contract, the exhibitor that has not accepted the space within the time stated in the Notice of Acceptance, shall lose priority points. The Exhibitor agrees to make no claim for any reason against the Society or Hyatt Regency Downtown Chicago. After acceptance of this Contract, the exhibitor must provide an Exhibitor Appointed Contractor (EAC) form to SME.

24. **Exhibitor Appointed Contractor (EAC) Form.** Exhibitor must provide an Exhibitor Appointed Contractor (EAC) form to SME.