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 for 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 RETC/2023 Technological Information Exchange Exhibition, Hyynes Convention Center, June 11-14, 2023, 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 Hyynes Convention Center, 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 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 exhibitor, 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 fixtures up to 12'0" (3.66m) 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 41/2" (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 fixtures up to 12'0" (3.66m) 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 41/2" (1.22m) 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 hanging signs will be permitted to a maximum height of 20" (5.1m). 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 equipment, may be closer than one foot from any aisle. Outdoor exhibits and peninsular 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 marking, 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 noncombustible and comply with national, state and local fire safety regulations. Covered in exhibit space will require a copy of the fire retardant material certificate from the manufacturer for Fire Marshal approval. Hyynes Convention Center 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 Occupational Safety and Health Administration regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Equipment display fixtures, materials, electrical, furniture, carpet, etc. must be finished or covered in a workmanlike manner 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. Exhibitors 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 any time.

9. **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 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 beverage for the exhibit booth must be purchased through the exclusive Caterer of the Hyynes Convention Center. Free samples of food or beverage products are subject to approval.

11. **Hospitability 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 Rapid Excavation & 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. RETC/SME Meetings must approve and release the space prior to your company working with a hotel representative.

12. **Insurance.** Exhibitors are advised to carry flood 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 employees. 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 2023.

14. **Non-official Decorators.** Outside service contractors, display houses, etc., shall notify the RETC/SME Exhibits management thirty (30) days prior to the first move-in day of the expo and be subject to the exhibitor's acceptance at any time by the Society and, provided, exhibitors must provide a certificate of insurance for liability and workmen's compensation to RETC/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 show. 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. Raffles 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 permitted 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/Videographer 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 from time to time by the Society without prior notice.

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 expo space selection at future RETC/SME Conferences & Expos. Gross violation of exhibition rules, as determined by SME, may subject a company to partial or total loss of priority points. Forfeited priority points cannot be restored.

21. **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, an early removal penalty fee may be enforced. Additionally, breach of this provision could result in the loss of participating in future shows produced by RETC/SME and/or loss of priority points.

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 booth spaces fully accessible to physically challenged individuals. Exhibitors are required to comply with all applicable laws, regulations, including without limitation the American with Disabilities Act (Public Law 101-336).

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**Official Exhibition Hours and Exhibit Hall Functions:**

**Sunday, June 11** (Move-In) .................................................. 11:00 AM - 6:00 PM
**Monday, June 12** (Move-In) ............................................. 8:00 AM - 3:00 PM
**Exhibit Hall Opening Reception** .................................. 5:00 PM - 7:00 PM
**Tuesday, June 13** .......................................................... 11:00 AM - 2:00 PM
**Exhibit Hall Luncheon** ................................................. 11:30 AM - 1:00 PM
**Exhibit Hall Open** ..................................................... 4:00 PM - 7:00 PM
**Exhibit Hall Reception** .................................................. 4:00 PM - 7:00 PM
**Wednesday, June 14** .................................................. 9:00 AM - 12:00 PM
**Exhibit Hall Open** ..................................................... 12:00 PM - 8:00 PM

**Move-Out** ............................................................... 12:00 PM - 8:00 PM

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**NOTE:** Exhibitors will have access to the exhibit hall ONE HOUR before official Expo hours. Exhibitors are not permitted to hold meetings or drop items off at their booths prior to the ONE HOUR before opening or after exhibit hall is closed for security reasons! Exhibits must be fully staffed and operational during all expo 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 RETC/SME Show 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 "Forced Set" will occur at the exhibitors expense if items in the booth are not in process of 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 realign space made available due to cancellations, expansions, reductions or withdrawals prior to or during move-in.