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 industry, and related industries, suitable for inclusion in the UCA of SME.

3. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason against the Expo, the Society for Mining, Metallurgy & Exploration Inc., or the employees of any of them. The Expo, Society for Mining, Metallurgy & 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 any damage, losses, 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, strike, 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 expo for any of the above-named reasons, reimburse the Society 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 8½’ (2.5m). Depth: All display fixtures over 4’0” (1.22m) in height and placed within 10 linear feet (3.05m) of any 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). 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 linear feet (3.05m) of any 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 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 20’0” (6.10m). 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. Gaylord Opryland Resort and Convention Center fire code regulations are included in the exhibit 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 and protective equipment and clothing for all employees assigned, or used by the UCA of SME Show Management. This includes the provision of adequate safety and protective clothing, shoes, gloves, masks 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 flattened carts, dolly, power tools, ladder, forklift and other similar equipment are not used. 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 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 Technological Information Exchange Exhibition, Gaylord Opryland Convention Center, or the employees of any of them. The Expo, Society for Mining, Metallurgy & 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 any damage, losses, 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, strike, 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 expo for any of the above-named reasons, reimburse the Society for any prepaid rent, less any and all legitimate expenses incurred by the exhibition, Society for Mining, Metallurgy & Exploration.

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 UCA of SME host hotels. Please email meetings@smenet.org with type of function, date, time and number of guests. NAT/UCAN of SME Meetings must approve and release the space prior to your company working with a hotel representative.

12. **Insurance.** Exhibitors are advised to carry 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 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 2020.

14. **Non-official Decorators.** Outside service contractors, display houses, etc., shall notify the NAT/UCAN of SME Exhibits management 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 NAT/UCAN of 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 gather and infringe upon another exhibitor’s display or impede neighboring exhibitors from conducting business. Raffles are permitted but winners can not be announced on show pari 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.** 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 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 expo space selection at future NAT/UCAN of SME Conferences & Expos. 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.

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, a re-calculation fee may be enforced. Additionally, breach of this provision could result in the loss of participating in future shows produced by NAT/UCAN of 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 both 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 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 the UCA of 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 relocate 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 location 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 prior to or during move-in.

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.