2022 SME Minnesota Conference EXHIBITION RULES

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 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, Iron Trail Motors Event Center, Virginia, Minnesota April 11-13, 2022 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 & 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 & 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 & 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 feel (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 hanging signs will be permitted to a **maximum height of 20'0" (6.10m)**, provided written approval is received by SME show management at least 30 days prior to the first move-in date. 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.

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. Exhibits 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 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.

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 Show Management. Exhibitors must accept full responsibility for compliance with national, state and city fire safety regulations.

10. **Subletting Space.** Exhibitor can 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.

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 exhibits, program or SME special events. Meeting rooms and suites are available for private functions 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. **Exhibitor Service Kit.** 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 available online at the Conference & Expo website.

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 intent to work in the exhibit area during the move-in and move-out periods, and provide a certificate of insurance for liability and workmen's compensation to SME exhibits management. All outside contractors are responsible 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 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. 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 Exhibit 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 exhibitions or the loss of priority points.

17. **Video Cameras and Cameras.** Are not permitted in the exhibit 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 exhibit space selection at future SME Conference 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, 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 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 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).

Official Exhibit Hours:

Monday, April 11

Move-In……8:00 AM - 5:00 PM

Tuesday, April 12

Move-In……7:00 AM - 9:00 AM
Exhibit Hall (Open)……9:00 AM - 7:00 PM
Exhibit Hall Refreshment Break……9:30 AM - 10:00 AM
Exhibit Hall Networking Lunch……11:30 AM - 1:00 PM
Exhibit Hall Refreshment Break……2:30 PM - 3:00 PM
Exhibit Hall Reception……4:30 PM - 7:00 PM

Wednesday, April 13

Exhibit Hall (Open)……9:00 AM - 1:00 PM
Exhibit Hall Refreshment Break……9:30 AM - 10:00 AM
Exhibit Hall Networking Lunch……11:30 AM - 1:00 PM
Move-Out ……1:00 PM - 6:00 PM

Exhibitors will have access to the exhibit hall **one hour** before official Exhibit hours. **Exhibitors are not permitted to hold meetings or drop items off at their booths prior to one hour before opening or after exhibit hall is closed for security reasons.** 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 Exhibits 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 reassign space made available due to cancellations, expansions, reductions or withdrawals prior to or during move-in.