

2020 TERMS AND CONDITIONS

Upon acceptance of the *Application and Contract for Exhibit Space*, the Exhibitor, its employees and agents, shall be bound by the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA. The term "NMA" as used in this document refers to the National Mining Association and MINExpo INTERNATIONAL® 2020 (MINExpo®, MINExpo® 2020). The terms "Show Management" and "Management," refer to Hall-Erickson, Inc. The terms "Official Contractors" refer to all official service contractors. The term "General Contractor" refers to the official general contractor. The term "LVCC" refers to the Las Vegas Convention Center. All exhibitors are subject to these regulations and policies and should review them thoroughly before signing and sending their *Application and Contract for Exhibit Space*.

EXHIBITOR ELIGIBILITY

- a. General Eligibility** — Participation as an exhibitor in MINExpo 2020 is limited to manufacturers of mining machinery, equipment and supplies, and to other firms and organizations that provide essential services to the mining industry. Show Management has the sole right to determine the eligibility of any company or product for inclusion in the exhibition. Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or Exhibitor or his/her representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor, of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no refund shall be made.
 - b. Remanufactured Equipment** — Remanufactured equipment and components may be exhibited by the Original Equipment Manufacturer (OEM) of that product or products for the purpose of showing the role of re-manufacturing in the OEM's business. Any company other than the OEM who offers re-manufacturing services may exhibit with a promotional display highlighting said services.
 - c. Distributor/Dealer Participation** — Display or advertising material may carry the distributor's or dealer's name different from the manufacturer's trade name. Only one manufacturer's product may be shown for each 100 square feet (9.29 square meters) of exhibit space occupied. Only the manufacturer's name will be listed in the Exhibition Directory. A distributor or dealer who handles a manufacturer's products on an exclusive basis in the United States will be permitted to exhibit under their own name. All directory listing names will appear as shown on the *Application and Contract for Exhibit Space*. Dealers or distributors wanting to exhibit must provide a letter from the original equipment manufacturer (OEM) granting permission for the dealer/distributor to exhibit under their own name regardless if the OEM is exhibiting or not.
- 1. ACCESS TO EXHIBIT SPACE** — During the Exhibition, exhibitor personnel will have access to their exhibits two (2) hours before the official Exhibition hours each morning and one (1) hour after show closing. In the event that special cleaning or maintenance requires exhibitor personnel to enter the hall prior to these times, a special early entry pass must be secured from Show Management 24 hours in advance.
 - 2. ADA PROVISIONS** — Exhibitor represents and warrants that its exhibit will be accessible to the full extent required by law; that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and, that it shall indemnify and hold NMA, Show Management, the LVCC, the General Contractor and all Official Contractors harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against NMA, its officers, directors, agents or employees, on the basis of the exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line at 800.514.0301, and from the ADA web site at: www.ada.gov.
 - 3. ANCILLARY ACTIVITY** — Exhibitors are prohibited from conducting any off-site sales or promotional activities that would take visitors away from the LVCC during published event hours. Exhibitors may use meeting rooms at the LVCC for sales meetings, food functions, closed Press Conferences or promotional activities. Meeting rooms cannot be used as hospitality suites for attendees during posted show hours. Written approval for the event and reservations for meeting rooms must be obtained through NMA. MINExpo 2020 has a suit-casing and outboarding policy prohibiting exhibitors and non-exhibiting companies from soliciting attendees in the aisles or other public spaces of the LVCC and/or supporting any event within the LVCC and at MINExpo host hotels that is hosted by a non-exhibiting company. (Please report this activity to the MINExpo Show Management Office immediately). Exhibitors in violation of the above-mentioned policies will be subject to penalties that include closure of their exhibit space at MINExpo 2020 without refund and/or loss of space selection priority points for MINExpo 2024. Non-exhibiting companies in violation of suit-casing and outboarding policies will have their badges confiscated for the balance of MINExpo 2020, without refund of any monies paid, and will not be allowed to attend the event for two (2) shows from the year of the infraction unless their company becomes an exhibitor.
 - 4. APPLICATION FOR EXHIBIT SPACE** — Applications for exhibit space should be submitted promptly and must be accompanied by a deposit, as outlined in Section VII of the *Application and Contract for Exhibit Space*. The deposit should be for the net price of the total square footage which you are applying for, payable in US dollars to "National Mining Association." To be included in the first round of priority space assignments, applications from NMA member companies who exhibited in MINExpo 2016 must be received by October 12, 2018. For all other MINExpo 2016 exhibitors to participate in the first round of priority space selection, applications must be received by November 30, 2018. Applications received after November 30, 2018 will be assigned on a "space available" basis. Applications received after February 3, 2020, must be accompanied by a check for the full price of the space or be paid in full by credit card. Any applications received after August 3, 2020, must be accompanied by a certified check for the full price of the space or be paid in full by credit card. The company name that appears on the exhibit space application will be the name used in any printed or online promotions including but not limited to the printed directory, online directory, floor plans, badges, etc. Brand names may not be included in the company name.
 - 5. AUTHORITY** — NMA shall have the power to adopt and enforce all show attendance rules and regulations with respect to the kind, nature and eligibility of exhibitors adopted by it or set forth herein. NMA has appointed Show Management to act as its duly authorized agent and to enforce all rules and regulations. NMA's decisions on such matters as may be referred to it shall be final.
 - 6. BADGES AND EXHIBIT PERSONNEL** — Admission will be by badge only. Identification badges are not transferable. The exhibitor shall have an authorized representative present at the show throughout all exhibit periods and during the installation and dismantling of the exhibit.
 - 7. BOOTH PACKAGES INCLUDE** — 1) Exhibit crate removal, storage and return to the show floor; 2) general cleaning of all exhibits including the vacuuming of carpet, emptying of wastebaskets before the opening of each exhibition day; 3) a link and description in the online exhibitor directory and mobile app; 4) listings by company, product(s), booth number and a product listing in the printed official conference and exhibits directory; 5) complimentary pre-show list; 6) complimentary post-show list; 7) four (4) complimentary exhibitor staff registrations per 100 square feet of exhibit space; 8) customized printed attendance promotion pieces to send to customers; 9) access to complimentary email templates; 10) complimentary multi-language informational pieces; and 11) complimentary exhibitor briefing.
 - 8. CANCELLATION POLICY** — All cancellations must be submitted to Show Management in writing. The 25 percent initial deposit is nonrefundable under any circumstances. Companies canceling after space has been assigned will receive a refund of the amount paid in excess of the 25 percent initial deposit, provided written notice is postmarked on or before February 3, 2020. No refunds will be made on cancellations postmarked after February 3, 2020.
 - 9. CARE OF THE BUILDING** — Each Exhibitor is liable for any damage to the LVCC and surrounding grounds caused during pre-assembly, staging of equipment, moving in, operation of, moving out of their exhibit, dismantling and movement off of the LVCC property. The Exhibitor shall be responsible for any claims, losses, liabilities, damages and expenses relating thereto, and the Exhibitor agrees to protect, indemnify, hold harmless and defend MINExpo INTERNATIONAL 2020 and NMA and their respective directors, officers, employees, agents, representatives and successors against all such claims, losses, liabilities, damages and costs and expenses, including reasonable attorney's fees and costs of litigation. Painting of the floor in exhibit areas is not permitted. No covering shall be attached or fastened to the floor or walls of the exhibit hall in any manner whatsoever without the consent of Show Management. Drilling holes in the floor of the exhibit hall to anchor machinery is not permitted. Damages to the building and surrounding grounds of the LVCC will be billed to the exhibitor responsible.
 - 10. CHILDREN** — No child, 17 years or younger, will be permitted on the Show floor regardless of affiliation or circumstances. School-sponsored groups that have the prior consent of NMA are excluded.
 - 11. CONTESTS, PROMOTIONS, RAFFLES, MODELS, SOUVENIRS, ETC.** — Prize contests, drawings, the giving of souvenirs and other promotional items are subject to the control and approval of Show Management. Exhibitors should submit full details on any intended activity of this kind to Show Management by July 1, 2020. Uniformed attendants, models and other employees must be dressed in good taste and remain in spaces occupied by their employers. For raffle/gaming inquiries, please contact the Nevada State Gaming Control Board at 702.486.2020.
 - 12. DEFAULT IN PAYMENT OF RENTAL** — Any exhibitor failing to pay rental called for by this Agreement on or before the due date for such rental shall be deemed to be in default. In such event, and without further notice to exhibitor, Show Management shall have the right to use the space assigned to the exhibitor to suit its own convenience, including selling all or a portion of such space to other exhibitor(s).
 - 13. DISPLAY REGULATIONS** — Regulations relating to display materials, height limitations, copy, logos, etc. are included in the *Application and Contract for Exhibit Space*, the Exhibitor, its employees and agents, shall be bound by the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA, all of which are part of the MINExpo *Application and Contract for Exhibit Space*.
 - 14. EQUIPMENT SAFETY** — Exhibitor agrees to accept full responsibility for compliance with national, state, city, LVCC 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 displayed in a raised position must be securely locked in position to prevent accidental lowering. Large tires and other equipment may be required to be tied to support beams or columns at the exhibitor's expense.
 - 15. EXHIBITOR APPOINTED CONTRACTORS (EAC)** — Exhibitors are expected to comply with the General Contractor's union requirements in effect in the LVCC. In the interest of the exhibitors, NMA has selected certain firms as official contractors for such services as drayage and rigging, painting, assembly of machinery, electrical, plumbing, custom cleaning, internet and telephone services, catering, rental of furniture and booth equipment, decorations and signs. All service contractors selected by NMA must employ appropriate union personnel. Exhibitors are required to use the officially appointed contractors for drayage and rigging, overhead sign hanging, labor and rental of mechanical equipment, painting, electrical, plumbing, internet and telephone services, custom cleaning and food catering. Exhibitors may use contractors other than those appointed by NMA for services other than those listed above, provided that such Exhibitor Appointed Contractors (EACs) comply with the work rules and guidelines in effect in the LVCC and provide a certificate of insurance to Show Management. Coverage amounts and sample certificates will be provided in the *Exhibitor Guide & Services Manual*. EAC's must be authorized through the Exhibit Service Contractors Association (ESCA) to work in the LVCC and pay applicable LVCC EAC fees. For more details, visit the following web site: www.esca.org. The exhibitor must advise Show Management by July 8, 2020, of their intent to use an EAC. Exhibitors who do not provide a certificate of insurance from their EAC to Show Management by August 5, 2020, are bound to use the services of the General Contractor. Any contractor not approved in writing by Show Management will not be allowed to operate in the LVCC. Approval forms, insurance coverage amounts, and sample certificates will be provided in the *Exhibitor Guide & Services Manual*.
 - 16. EXHIBITOR DATA** — As part of the application process, exhibitors are required to provide certain corporate and personal information, including name, address, telephone and fax numbers, and work email address of points of contact. By submitting an Exhibit Space Application & Contract, the exhibitor acknowledges and agrees that NMA requires this data to set up and perform our contract with exhibitors, which includes providing exhibitors with show updates and logistical details, as well as providing this data to vendors providing services for the show (e.g. badges, directory listings), a schedule of which is available on our website, <https://www.minexpo.com/vendors/>.
 - 17. EXHIBITOR REGISTRATION** — Exhibitor personnel staffing a booth at MINExpo are required to register. Each contracted exhibitor will receive four (4) complimentary badges per every 100 square feet (9.29 square meters) of booth space (200 badge maximum). All personnel, in excess of the complimentary allotment, will pay an exhibitor registration fee of US\$25 per person (US\$50 on site). Exhibitor pre-registration will be available on the MINExpo website only. Exhibitor badges will be issued in the name of the contracted exhibitor name only.
 - 18. FABRICATED DISPLAYS** — Each exhibitor remains responsible for the safety/engineering issues related to exhibit construction and should carefully check to make sure their exhibit is in full compliance with the Fire & Safety Regulations as published in the *Exhibitor Guide & Services Manual*. Covered exhibits, canopies or multi-level booths must be structurally sound and cannot be installed without Show Management approval. All island booth exhibitors, multi-level exhibits, exhibitors with covered ceilings exceeding 300 square feet, and single-story exhibits exceeding 1,000 square feet, must submit scale renderings (including all dimensions including height, length, width of back walls, towers, display fixtures, hanging signs, truss and lighting) of their exhibit space to Show Management. Plans required are:
 - Elevation View
 - Plan View
- MANDATORY SECONDARY APPROVAL** — The following booths require secondary approval from the Las Vegas Convention & Visitors' Authority Fire Prevention Office:
- Multi-level exhibits (also require engineer stamp of approval)
 - Covered ceilings exceeding 300 square feet
 - Single-story exhibits exceeding 1,000 square feet.

- Submit plans via email:** boothplans@lvcca.com; or fax: 702.892.2919. Please contact boothplans@lvcca.com or 702.892.7413 for additional information. Fire extinguishers, fire alarms or fire guards, etc. may be required. Exhibitors planning to construct two-level displays or utilize roof-top lounge/viewing areas must meet LVCC Fire Safety Regulations and provide certification of structural safety of their displays. For additional information about multi-level displays and platform displays, please refer to the "Multi-Level and/or Covered Exhibits" section in the LVCC *Building Users Manual*.
- 19. FAILURE TO HOLD SHOW** — Should any contingency prevent holding MINEpo 2020, NMA may retain such part of the exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if MINEpo is canceled, postponed, curtailed or abandoned due to an act of God, war, terrorism, insurrection, strike or radioactive contamination.
- 20. FIRE PROTECTION** — Each exhibiting firm agrees to abide by all federal, state and local ordinances as published in the Fire & Safety Regulations, found in the *Exhibitor Guide & Services Manual*.
- 21. FLOOR LOAD** — Under no circumstances may the weight of any equipment or exhibit material exceed the halls' maximum floor loads. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications. Reference the 2020 *Overview Floor Plan and Exhibit Construction Guidelines* for further information.
- 22. FOOD AND BEVERAGE** — Alcoholic beverages, in any form, may not be served in exhibit spaces. Exhibitors must arrange all food and beverage service through the official caterer.
- 23. GOVERNING LAWS** — This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada.
- 24. HELIUM BALLOONS** — Helium balloons larger than 36 inches (91.44 centimeters) in diameter are allowed only when they are anchored to exhibits and do not exceed the maximum allowable height permitted for booth occupied. Absolutely no helium balloons shall be permitted for giveaway or sale.
- 25. INSURANCE REQUIREMENTS** — NMA requires that each Exhibitor maintain Commercial General Liability Insurance to cover claims including but not limited to bodily injury, death, property damage and the indemnification obligations of the Exhibitor under these *terms and conditions*, arising out of or in any way connected with the exhibitors participation in the Show. The limits shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be endorsed to include MINEpo INTERNATIONAL 2020, National Mining Association, Hall-Erickson, Inc. and Las Vegas Convention Center as additional insured on a primary and non-contributory basis. Each Exhibitor is also required to carry Workers Compensation Insurance protecting their employees in accordance with the laws of the State of Nevada. Both the General Liability and Workers Compensation policies shall be endorsed to waive subrogation against the above listed additional insureds. Exhibitors are required to carry Auto Liability Insurance with a limit of no less than one million dollars (\$1,000,000) combined single limit. Each Exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its own expense, property insurance for its exhibit and display materials as the Exhibitor deems appropriate. Any policy providing such property insurance must contain a waiver of subrogation in favor of MINEpo INTERNATIONAL 2020, National Mining Association, Hall-Erickson, Inc. and Las Vegas Convention Center. All required insurance must be issued by an insurance company with an AM Best rating of A- or higher. The required coverage or the limits of insurance no way limit the liability of the Exhibitor. Certificates of Insurance are to be submitted to Show Management no later than June 1, 2020.
- 26. INSTALLATION & DISMANTLING — Move-In Procedures:** Each exhibitor will be assigned a specific target date between September 21 and September 27, on which equipment and materials must arrive at LVCC. Compliance with this date is mandatory. Installation must be completed by 3 p.m., Sunday, September 27, 2020 to allow for installation of aisle carpet. Packing materials, empties and any booth related equipment are prohibited in the aisle space after 3 p.m. Exhibitor set-up after 3 p.m. must be confined to the booth (i.e. sales training, tweaking equipment). All work involved in the erection and dismantling of exhibits or the movement of freight in the LVCC is under the jurisdiction of the general contractor. Last-In/First-Out (LIFO): Exhibitors near freight doors may be required to delay installation. Applicants should consult the floor plan for those exhibit spaces designated as "late set-up." Empty Containers: Containers must be stored empty. Products or property left inside crates or containers and stored offsite are not the responsibility of the general service contractor, National Mining Association, Hall-Erickson Inc., or the LVCC. **Move-Out Procedures:** Dismantling of any display or packing of materials may not begin until 5 p.m. on Wednesday, September 30. Exhibitors are obligated by the terms of their contract to remain in place, with their exhibits in full operation until the official closing time. Violations of this rule will be considered unprofessional and detrimental to the Exhibition and may affect the exhibitor's future participation in NMA-sponsored trade shows. All move-out operations for MINEpo must be completed by 5:00 p.m. on Saturday, October 3, 2020, except for exhibitors in South 3, which requires move-out to be completed by 5:00 p.m. Friday, October 2. The exhibitor agrees that MINEpo and Show Management shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of any exhibitor who has failed to do so in the time allotted, or to order such work done at the sole expense of the Exhibitor. The exhibitor further agrees that Show Management, at its sole discretion, shall have the right and authority to clear from the premises any exhibit material or other property of the exhibitor for which sufficient shipping arrangements have not been made at the sole expense of the exhibitor.
- 27. INTELLECTUAL PROPERTY RIGHTS (IPR)** — MINEpo 2020 is aware there could be Intellectual Property Rights (IPR) issues among its exhibitors. For those exhibitors experiencing IPR issues, MINEpo has developed guidelines for situations that may arise at show site. These guidelines apply to the protection of trademarks, service-marks, copyrights and patents. For more information, refer to the Intellectual Property Rights information page in the MINEpo *Exhibitor Guide & Services Manual*. Violations of Clark County, Nevada court orders may result in one or all of the following actions: closure of booth; loss of priority points accumulated to date; exclusion from future MINEpo events.
- 28. LIABILITY & INDEMNIFICATION** — NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors shall not be liable for, and the exhibitor hereby releases them from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any theft, loss of or damage to any property of exhibitor or any other property where such injury, theft, loss or damage is incident to, arises out of or is in any way connected with Exhibitor's participation in MINEpo 2020. The Exhibitor shall be responsible for any such injury, theft, loss or damage, any expenses relating thereto, and the Exhibitor hereby agrees to protect, indemnify, hold harmless and defend MINEpo INTERNATIONAL 2020, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors against all such claims, liabilities, theft, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of MINEpo INTERNATIONAL 2020, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors. In addition to the foregoing, the Exhibitor agrees that it will make no claim of any kind against MINEpo, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the Exhibitor's business by reason of the failure to hold the Show or to provide space for any exhibit or the removal of the exhibit, or for any action of MINEpo, NMA, Show Management, the LVCC, the General Contractor, official service contractors, and their respective directors, officers, employees, agents, representatives and successors in relation to the exhibit, the Exhibitor or the show.

- 29. LITERATURE DISTRIBUTION** — Exhibitors must confine exhibit sales and marketing activities to their assigned space.
- 30. MACHINERY EQUIPMENT** — Machinery and equipment may be displayed in a manner comparable to actual industrial utilization but should be positioned so as to minimize interference with the sight line into neighboring exhibits. To ensure the safety of all MINEpo participants, it is recommended that machinery and equipment be positioned 12 inches (30.48 centimeters) from the aisle when displayed in in-line booths.
- 31. MOVEMENT OF EXHIBIT MATERIAL** — No exhibit material may be moved into or removed from the exhibit area during the official Exhibition hours except by written permission of Show Management.
- 32. MUSIC LICENSING** — NMA has secured a public performance license with ASCAP, BMI and SESAC.
- 33. NOISE LEVELS (machinery, live music, performances)** — Exhibitors operating mining equipment, sound amplification equipment or other equipment generating noise shall do so only at a level that does not interfere with other Exhibitors. The maximum decibel level for equipment or sound amplification will be 80db measured from the perimeter line of the booth. Refer to OSHA at <http://www.osha.gov> for more information. Show Management reserves the right to prohibit exhibits that detract or are out of keeping with the character of the Exhibition. Live music is prohibited. Live performances to recorded music are prohibited without the express written consent of Show Management. A good neighbor rule requires exhibitors with presentations to have exhibit spaces large enough to accommodate their attendees within their booth lines. Presentations that impede the flow of traffic in an aisle or cause aisles to be blocked by attendees are prohibited. Written warnings will be issued in the event the noise level restrictions are not adhered to and the performance/display will be terminated after the issuance of three (3) warnings (written or verbal).
- 34. NON-EXHIBITING COMPONENT USE** — Exhibitors may not feature the names of non-exhibiting manufacturers in their displays. Should an article of a non-exhibiting manufacturer be required for the proper operation or demonstration of an exhibitor's display, identification of such article shall be limited to the regular nameplate imprint or other identification of such article that in standard practice appears normally on the article as sold in the industry.
- 35. LIGHT, SOUND, VIDEOS & TV—USE AND TAPING** — Audiovisual presentations and closed-circuit exhibitor-generated materials are permitted within a given exhibit as long as they are not operating to the detriment of a neighboring exhibitor. The use of sound devices such as: bells, alarms, etc. or light devices such as strobe lights, lasers or other devices that project images outside of the booth to attract attention is prohibited. Receiving outside broadcasts from exhibitor sites or content originated by an exhibitor are permitted. All other outside broadcasts are prohibited. Exhibitors may videotape within their contracted booth space but must comply with the MINEpo videotaping policy for exhibitors. For purposes of this policy, "taping" shall include but is not limited to, any and all forms of videotaping, audio or video recording and broadcasting, regardless of the medium. Satellite media tours and "pay for play" agreements between production companies or videography crews and exhibitors are strictly forbidden. Exhibitors agree to videotape for company use only. An Exhibitor Request to Videotape Form must be completed and returned to Show Management.
- 36. PROPERTY LEFT ON PREMISES** — The exhibitor shall remove from the premises of the LVCC by 5:00 p.m. on Saturday, October 3, 2020 (Friday, October 2 at 5:00 p.m. for South 3), all property, goods and effects belonging to the exhibitor or co-exhibitor, or caused by the exhibitor to be brought on said premises. If any such property is not removed at the above-stated time, NMA shall have the right to store or cause to be stored any such property, and the exhibitor shall be charged for all fees and expenses incurred.
- 37. REDUCTION IN SPACE SIZE** — All requests for reductions in space must be submitted in writing to Show Management.

REFUND POLICY FOR SPACE REDUCTION:

- Companies who wish to reduce space after it has been assigned, must provide written notice to Show Management, postmarked on or before February 3, 2020, to receive a refund. Companies will receive a refund for the amount paid, minus the initial 25 percent deposit paid at the time of contracting, for the contracted space which they are reducing.
- No refunds will be made for requests submitted to Show Management postmarked after February 3, 2020. All forfeited funds will be retained by NMA as liquidated damages.

Exhibitors who reduce the size of their display may lose their space assignment and be moved at the discretion of Show Management.

- 38. SALES AND ORDER-TAKING** — While the taking of orders at the Exhibition is permitted, all order taking activity must be conducted in a manner in keeping with the professional character of the Exhibition. Over the counter retail sales are prohibited. It is prohibited for exhibitors to conduct auctions of their equipment or products during MINEpo.
- 39. SPACE ASSIGNMENT POLICY** — For NMA member companies who exhibited in MINEpo 2016, applications must be received by October 12, 2018 to be included in the first round of priority space selections. For all other MINEpo 2016 exhibitors to participate in the first round of priority space selection, applications must be received by November 30, 2018. Applications received after November 30, 2018 will be assigned on a "space available" basis.
- 40. STANDARD BOOTH EQUIPMENT** — Inline booths include 8 feet (2.43 meters) high back drapes, 3 feet (.91 meters) high side drapes and a standard ID sign measuring 11 inches x 17 inches (27.94 centimeters x 43.18 centimeters). All other booths are rented "as is."
- 41. SUBLETTING OF SPACE** — Exhibitors shall not assign, sublet or apportion the whole or any part of their assigned space. Any attempted assignment or subletting shall be void and any assigned space will be withheld from the unauthorized assignee or subtenant.
- 42. SUBSIDIARY PARTICIPATION** — Any exhibitor seeking to apportion a part of their exhibit space to a parent and/or one of their subsidiary companies, must contact Show Management. Each subsidiary must have a minimum of 100 square feet (9.29 square meters). If the subsidiary company is an NMA member, the member rate applies for the exhibit space. If the subsidiary is not an NMA member, the non-member rate applies. In either case, a separate contract, booth number and invoice will be issued to the subsidiary company and the company will be included in the official directory of exhibitors.
- 43. UNION LABOR AND WORK AGREEMENTS** — The exhibitor hereby agrees to abide by all agreements made between the unions, MINEpo, its agents, its Official Contractors, and the LVCC, the General Contractor, pertaining to the use of union labor while in the LVCC.
- 44. VIOLATION OF RULES AND REGULATIONS** — Violation, by the Exhibitor, its employees and/or agents, of this Contract or any rules and regulations, governing the Event, including the *Terms and Conditions* set forth herein, the *Overview Floor Plan and Exhibit Construction Guidelines*, the *Building Users Manual*, the *Exhibitor Guide & Services Manual* and by such amendments or additional rules that may be established by NMA, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Agreement or by law or equity.