

Rules and Regulations

The Minerals, Metals and Materials Society (TMS), its authorized representatives and Corcoran Expositions, Inc. are hereinafter referred to as "Show Management."

1. PAYMENT, CANCELLATIONS AND REFUNDS. A nonrefundable deposit payment in the amount of 50% of the total exhibit space rental fee is due April 26, 2024. Applications not confirmed with deposit payment will not be processed and booth space will not be reserved. The balance of the exhibit space rental charge will become due and payable on November 22, 2024.

All booth space cancellation requests must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space on or before November 22, 2024, the exhibitor will be eligible for a **refund less the nonrefundable 50% deposit. For cancellations received after November 22, 2024, exhibitors are liable for 100% of the cost of space.** It is expressly agreed by the exhibitor that in the event he fails to pay the space rental the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason whatsoever, then, and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITION.**

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. OPERATION OF DISPLAYS. Eligible exhibits include products, components, systems, services, and publications in the materials science, metallurgical, or allied industries activity. Show Management reserves the right to determine the eligibility of any company or product for inclusion as an exhibitor. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Food & Beverage. Exhibitors may not serve food, beverages, or alcoholic beverages in the exhibit hall except with the written permission of Show Management. **Direct Sales.** Sales are permitted only within the booth area. It is the sole responsibility of the exhibitor to comply with Federal, State and Local Laws, Regulations and Ordinances concerning such sales, including tax and license fees. Exhibitor agrees to hold TMS, Show Management, and the Exposition harmless with respect to such compliance. **Contests, Drawings & Lotteries.** All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition. **Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited. Shopping bags are prohibited, and literature bags shall not exceed a size of 16" X 18". **Live Animals.** Live animals are prohibited. **Models.** Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited. **Sound.** Sound levels must be kept at a volume not to exceed that of normal conversations (<85 decibels). Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless TMS, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Irregular Activities. All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's products must be submitted for approval to Show Management three (3) weeks prior to the opening of the expositions. Noisemakers of any kind will not be permitted. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendee badges.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation, and removal of the company's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted in the Exhibit Hall during Move-In and Move-Out, and they may not staff the booth.

6. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show. Exhibitors dismantling or removing displays prior to the show close will forfeit priority points toward space selection at future TMS exhibitions. Removal of exhibits must be completed by the official move-out time.

7. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Service Manual. The Exhibitor Service Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for both construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Service Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Union Labor. Exhibitors shall be bound by all contracts in effect between service contractors, the exhibition venue, and labor organizations.

Exhibitor Services and Exhibitor Appointed Contractors (EACs). Show Management has selected certain firms as official contractors, with labor and equipment to be provided at prevailing rates and terms. Show Management assumes no liability or responsibility related to the performance of such firms. Exhibitors who plan to have a contractor other than the official service contractor must notify Show Management in writing at least thirty (30) days prior to move-in and provide a certificate of insurance evidencing commercial general liability insurance with limits not less than \$1,000,000 and workers compensation insurance in full compliance with statutory limits covering the contractor's employees. All outside contractors must comply with show Rules and Regulations. **Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in Island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular and effect the removal of same at exhibitor's expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

9. STORAGE OF PACKING CRATES AND BOXES. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management.

11. LIABILITY AND INSURANCE. All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is required that exhibitors, at their own expense, procure and maintain through the term of this contract, including move-in and move-out days, the following insurance: (a) workers compensation insurance as required by statute in the jurisdiction where event is to be held including employer's liability insurance with limits not less than \$1,000,000; and, (b) commercial general liability insurance with limits not less than \$1,000,000 per occurrence. All exhibiting companies must provide Show Management with a certificate of insurance at least thirty (30) days prior to move-in showing the above terms along with TMS and Show Management named as additionally insured.

12. WAIVER, ASSUMPTION OF RISK & RELEASE. Show Management cannot prevent Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees from exposure to, contracting or spreading of COVID-19 or any other communicable disease while attending or exhibiting at the Show. It is not possible to prevent the presence of Covid-19 or other diseases. Therefore, if Exhibitor chooses to exhibit at and attend the Show it acknowledges and agrees that it may be exposing its agents, servants, employees, contractors, patrons, guests, licensees, and invitees to COVID-19 and/or increasing such party's risk of contracting or spreading COVID-19 or other communicable diseases. Exhibitor understands and acknowledges that contracting COVID-19 includes the risk of grave illness and injury, including, without limitation, death. Exhibitor hereby acknowledges and agrees that it has read and understands the above warning concerning COVID-19 and communicable diseases and hereby choose to accept the risk of contracting COVID-19 on behalf of itself and its agents, servants, employees, contractors, patrons, guests, licensees, and invitees in order to exhibit at and attend the Show. The value of exhibiting at the Show is such that Exhibitor accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the Show. Exhibitor hereby forever releases and waives its right to bring suit against Show Management and their respective owners, officers, directors, managers, officials, trustees, agents, employees, and other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease to Exhibitor or its agents, servants, employees, contractors, patrons, guests, licensees and invitees while attending or exhibiting at the Show. I understand that this waiver means Exhibitor gives up its right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and gives up any claim it may have to seek any damages whatsoever, whether known or unknown, foreseen, or unforeseen.

13. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

14. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or both contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

15. PHOTOGRAPHY. Show Management reserves the right to use and publish photographs of booth display and personnel for publications, electronic reproductions (websites) and/or promotional materials, or for any other purpose and in any manner or medium. The Exhibitor hereby releases the photographer and Show Management from all claims and liability relating to said photographs.

16. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless TMS, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

17. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.