



112th NATIONAL WESTERN MINING CONFERENCE & EXHIBITION (NWMC)

216 16th Street, Suite 1250, Denver, CO 80202 303/575-9199 Fax: 303/575-9194

e-mail: jcolgan@coloradomining.org

web site: www.coloradomining.org

APPLICATION/CONTRACT FOR SPACE RENTAL

Applicant (Exhibitor) agrees to sub-lease Exhibit space as indicated below for the 112th National Western Mining Conference and Exhibition sponsored by the Colorado Mining Association (CMA), at the Westin Tabor Center, Denver, CO on February 9-11, 2010.

Applicant has read and understands the "Exhibit Rules and Regulations" and agrees to the terms therein.

The applicant agrees as follows:

1. 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 Exhibition, and approved by the CMA, and to pay for such booth or booths whether occupied by a display or not, and subject to the rules of the Exhibition.
2. To pay a rental fee of \$1,500 (non-Sustaining members), \$1,000 (Sustaining Company members) or \$950, (sustaining members who purchased exhibit space at the 2009 111th NWMC) per 8' x10' booth, total due by November 30, 2009. All contracts received by CMA must be accompanied by 50% deposit for space.
3. To abide by all rules governing the Exhibition to which reference is made and which form a part of this contract. Particular attention to the Exhibit hours and termination hours is part of this agreement.
4. After acceptance of this contract, CMA will assign exhibit space based on availability and on the exhibitor's choices listed in the space provided on this contract. CMA reserves the right to relocate, reassign or renumber any exhibit space at any time, subject to the Exhibitor's right of cancellation mentioned in paragraph 5.
5. After acceptance of this contract, the terms hereof shall not be subject to cancellation or modification unless CMA exercises its right to relocate any exhibit space in accordance with paragraph 4, in which case the Exhibitor may withdraw from the exhibition without payment of any penalty, cancellation or processing fee. Exhibitor must notify CMA of its decision to withdraw from the exhibition no later than 10 days from the date of relocation. Any other withdrawal or cancellation by the exhibitor shall be governed by paragraphs 7 and 8.
6. Upon acceptance by the CMA of this Contract, it shall constitute a binding Contract between the Exhibitor and the Colorado Mining Association.
7. The Exhibitor (Lessee) shall give notice in writing of intention to cancel or withdraw from the exhibit. In the event that the notice of intention to cancel or withdraw is received more than 90 days prior to opening of the exhibit, all sums paid by the Exhibitor (Lessee), less a \$200 cancellation/processing fee, will be refunded.
8. In the event that the Exhibitor (Lessee) cancels or withdraws from the exhibit less than 90 days prior to the opening day, the exhibitor (Lessee) is obligated to pay the total rental cost of the exhibit space in accordance with the terms of the contract.
9. Space not occupied by the close of the exhibit set-up period as specified in this Contract will be forfeited by the Exhibitor and this space may be resold, reassigned or used by CMA. 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.

INSTRUCTIONS

Please read carefully. Sign and mail this application and attached contract, with payment to Colorado Mining Association, 216 16th Street, Suite 1250, Denver, CO 80202, or fax (credit card payments **only**) to CMA.

Acknowledgement of your booth assignments will be sent to you with your copy of this contract on the basis on which this contract is received.

List Preferences Below:

1st _____ 2nd _____ 3rd _____

ADVANCE PUBLICITY

(List type of business, service or products)
to appear in final program



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CONTRACT FOR EXHIBIT SPACE

Exhibitor: _____

(Company name as it should appear in the program and on the booth sign)

Authorized Person _____ Position _____

Street Address: _____

Mailing Address: _____

State/Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

Signature _____ Full Amount Enclosed \$ _____

ACCEPTANCE OF CONTRACT BY CMA

Return To: Colorado Mining Association
216 16th Street, Suite 1250
email: colomine@coloradomining.org

Booth(s) Assigned _____ Date _____

Judy Colgan, Marketing Director

Credit Card Payment:

Visa Master Card Discover Amex

Card No. _____

Exp.Date _____

Signature _____

PLEASE MAKE A COPY OF THIS FORM FOR YOUR RECORDS

GENERAL INFORMATION

STANDARD EXHIBIT EQUIPMENT

- A) **Standard Booth** – One or more standard units in a straight line. **Height:** exhibit fixtures, components and identification signs will be permitted to a maximum height of 8'3" **Depth:** all display fixtures over 4'0" in height and placed within 10 lineal feet of an adjoining exhibit, must be confined to that area of the exhibitor's space which is within 5'0" of the aisle line.
- B) **Perimeter Wall Booth** – Standard booth located on the outer perimeter wall of the exhibit floor. Height: exhibit fixtures, components and ID signs will be permitted to a maximum height of 9'0" and 10'5" in perimeter wall booths. Depth: all display fixtures over 4'0" in height and placed within 10 lineal feet of a neighboring exhibit, must be confined to that area of the booth and is at least 5'0" from the aisle to avoid blocking the sightline from the aisle to the adjoining booth.
- C) **Peninsula Booth** – Exhibit with one display level in four or more standard units back to back with an aisle on three sides. Height: exhibit fixtures, components and ID signs will have the same height limitations as above. Depth: all display fixtures over 4'0" in height and placed within 10 lineal feet of a neighboring exhibit, must be confined to that area of the booth that is at least 5'0" from the aisle to avoid blocking the sightline from the aisle to the adjoining booth.

INSURANCE COVERAGE – 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. Exhibit Management will carry public liability insurance for injury to the exhibit, visitors, exhibitors and their agents and employers. Exhibitor employees are not covered when on space rented by the Exhibitor.

IT IS THE RESPONSIBILITY OF EACH EXHIBITOR TO PROTECT HIS MATERIALS FROM LOSS OR DAMAGE. We urge you to take every precaution to prevent loss or damage. Please see that small display and personal items are secure before you leave your exhibit, even temporarily.

IF YOU WILL NOT PERSONALLY BE INVOLVED IN SETTING UP YOUR EXHIBIT – Please be sure your set up crew knows exactly what has been ordered, date of orders, route and carrier of display shipments, etc.

EXHIBITOR SERVICE DESK – will be maintained in the exhibit hall during set up and dismantle times. All questions concerning exhibit services should be directed there. Contact can be made through the Registration Desk.

DISTRIBUTION OF PROMOTIONAL MATERIALS – Distribution of sales promotional material and the conduct of surveys are permitted in the exhibit area, but must be confined to the exhibitor's booth.

EXHIBITOR'S COMPLIMENTARY REGISTRATION – For each booth reserved, we are providing three (three) registrations at no charge. Should you want more than your complimentary allotment, we will provide them and will bill you \$35.00 each (Exhibits Only).

GUEST PASSES – We are providing three (3) passes for your customers only at no charge. This pass allows your Guests into the **EXHIBIT AREA ONLY.**

EXHIBITION RULES & REGULATIONS

1. **CMA.** "CMA" as used herein shall mean the Colorado Mining Association or their officers, committees, agents or employees acting for them in the management of the Exhibit.
2. **Eligible Exhibits.** The CMA reserves the right to determine the eligibility of any company or product for inclusion in the Exhibit.
3. **Limitation of Liability.** The Exhibitor agrees to make no claim for any reason against the CMA, Exhibit Management, the Hyatt Grand Denver or their employees. The CMA 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 its control. CMA will, however, in the event of its 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 CMA for advertising, salaries, overhead and/or other expense.
4. **Arrangement of Exhibits.** Standard Booth - one or more standard units in a straight line. **Height:** Exhibit fixtures, components and identification signs will be permitted to a maximum height of 8'3". **Depth:** all display fixtures over 4' in height and placed within 10 lineal feet of an adjoining Exhibit, must be confined to that area of the Exhibitor's space which is within 5'0" of the aisle line.
5. **Decoration.** The CMA shall have full discretion and authority in the placing, arrangement and appearance of all items to be displayed within the Exhibit by all Exhibitors. The CMA may require the replacing, rearrangement, redressing or redecoration of any item of a booth within the Exhibit, and no liability shall attach to the Exhibit costs that may develop upon an Exhibitor thereby.
6. **Exhibitor's Service Manual.** A complete Exhibitor's Service Manual will be furnished each signed Exhibitor covering in detail shipment of Exhibit material, electrical requirements and other subjects. This manual will include process for rental of furniture, draperies, special construction, etc. It will arrive in ample time for advance planning of merchandise shipments, electrical requirements, etc.
7. **Exhibitor Representatives' Responsibility.** Each Exhibitor must name at least one person to be his/her 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.
8. **Labor.** Exhibitors contracting for labor must comply with union labor regulations as required. Union Labor will be made available by the CMA's sub-contractors in each case as necessary.
9. **Power.** It is mutually understood and agreed that the CMA 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. The hotel imposes a charge for power hookup, the exhibitor assumes responsibility for payment to the hotel.
10. **Fire Department Regulations.** All materials used for decorative enhancement must be flame-proofed. All installations must meet with requirements of all inspection and Fire Department Regulations of Denver, Colorado.
11. **Sub-Leasing.** Exhibitors may not sub-let their space, nor any part thereof, without written permission of the management, nor Exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in their own names except where such articles are required for the proper demonstration or operation of Exhibitor's displays.
12. **Alcoholic Beverages.** The use and presence of alcoholic beverages within the Exhibit booth is prohibited except when sponsored by the CMA in the form of unified receptions.
13. **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 CMA 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.
14. **Sound Devices.** The use of devices for mechanical reproduction of sounds is prohibited except as approved by CMA Exhibit management. Music, whether mechanical, vocal or instrumental, is prohibited except in connection with motion picture projection - but this must not interfere with other Exhibitors. The use of megaphones or other sound augmenting devices and the operation of radio or television equipment receiving outside broadcasts is prohibited without written permission of the CMA.
15. **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.
16. **Default of Occupancy.** Any Exhibitor failing to occupy space contracted for is obligated to pay the entire rental of such space.
17. **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 CMA. These rules and regulations, except booth rental prices, may be amended at any time by the CMA and all amendments (except booth rental prices) so made shall be binding on Exhibitors equally with the foregoing rules and regulations.
18. **Exhibition Management.** An Exhibition management service desk, manned by Freeman Decorating Co., will be set up on the Exhibition floor commencing on the day on which installation of Exhibits begins and reset on the day of dismantling to supervise and assist all Exhibitors with details.
19. **Booth Furnishing.** The CMA shall provide each exhibitor with one six-foot skirted table, two side chairs, one waste basket and sign. Any substitutions or upgrades made by the Exhibitor shall be at his/her expense.
20. **Exhibitor's Booth Personnel.** **CMA shall provide each exhibitor with three full basic registrations, allowing entry into all sessions. Each Exhibitor will also receive three exhibits only passes. Additional persons will be admitted to the exhibit area only for a reduced rate of \$35.00 per person.**

EXHIBIT HOURS ARE:

Monday, February 8, 2010 11:00 AM - 5:00 PM
(Set-up)
 Tuesday, February 9, 2010..... 9:00 AM - 5:00 PM
 Welcoming Reception 5:00 PM - 7:00 PM
 Wednesday, February 10, 2010..... 9:00 AM - 5:00 PM
 112th NWMC Reception 5:00 PM - 6:30 PM
 Thursday, February 11, 2010 8:30 AM - 12:00 PM