



Application & License Agreement For Exhibit Space

Denver Show 2018

Quality Inn – Central, 200 W 48th Ave, Denver, CO 80216

Selling before Saturday, Sept 8 will result in a space fee increase of 10% per day

This Application and License Agreement is between Jewelry, Gem and Mineral Exposition, LLC [JG&M Expo] and the below [Applicant].

Sept 8 – Sept 16
 10am – 6pm Daily
 Closes 4pm Sept 16

Legal Business Name (Please Print)

JG&M Expo, in consideration of the payment listed hereon to JG&M Expo by the Applicant and the conditions and terms listed herein, will provide licensed premises at the noted 2018 Denver Show.

Fifty Percent (50%) of the total License Agreement payment is due and payable at the time this Application and License Agreement is submitted to JG&M Expo.

Contract must be submitted at least 180 days prior to the first day of the show or your regular booth location, or participation in the show, cannot be guaranteed.

If for any reason, this Application and License Agreement is not accepted by JG&M Expo, such payment will be returned promptly to Applicant. The balance of License Agreement payment is due at the show office 30 days prior to the first day of the show.

JG&M will grant to Applicant and Applicant will occupy, the assigned Licensed Premise In the QUALITY INN - CENTRAL in DENVER, CO at the JG&M show, which will be conducted from SATURDAY, Sept 8 through SUNDAY, Sept 16.

Applicant shall set up its Licensed Premise between FRIDAY 8:00 AM to 8:00 PM AND SATURDAY, 8:00 AM to 10:00 AM, and shall be completed no later than 15 minutes prior to the opening of the show. The show will open 10:00 AM to 6:00 PM each day except the final day, Sept 16, where it will be open 10:00 AM to 4:00 PM. Applicant shall be moved out by 10:00 PM on Sept 16.

JG&M will provide the applicant with a Licensed Premised as described on the reverse.

The undersigned has read and understood the contents of this document (front & back) and has the authority to enter into legal contracts on behalf of the Applicant. Applicant will be responsible for compliance with all terms and conditions of this agreement. Applicant agrees to assume all cost and fees incurred in connection with actions JG&M Expo may institute to obtain any payments due JG&M Expo. If a check that was submitted to JG&M Expo for payment of fees is returned uncollected, the Applicant is responsible for an additional charge of \$50.00 for each returned item.

Cancellation of Pre-Ordered Booths and Extra Supplies

Pre-ordered booths and extra supplies may be canceled by Applicant, provided that such notice of cancellation is received by JG&M, IN WRITING, no later than 30 days prior to the first date of the show. In this instance, a cancellation fee of \$100.00 will be assessed for all booths (no exceptions) and there will be no cancellation fee or penalty applied for extras. Applicants, who cancel, IN WRITING, less than 30 days prior to the first date of the show, must pay a cancellation fee of 50% of the pre-ordered booth and/or all extra supplies. In the absence of proper notice of cancellation, Applicant will not be entitled to any refund or allowance whatsoever and will be liable for the total pre-ordered booth and/or all extra supplies.

Breach of Contract

Any breach by Applicant of any Application and License Agreement term, including, but not limited to, terms regarding payment by Applicant, shall entitle JG&M to: (a) order Applicant to remove its property from the show premises; (b) retain, as liquidated damages for breach of License Agreement, all sums therefore paid by Applicant for participation in the show; (c) collect immediately any balance due JG&M; (d) cancel any other License Agreement(s) for Applicant's participation in future shows without liability, and (e) collect any other damages and seek any other remedies that JG&M may be entitled to.

Important Tax Information

Exhibitors must have a Colorado Single Event Sales Tax License [\$8.00 fee – valid for a single event] or a Colorado Multiple Event Sales Tax License [\$16.00 fee – valid for 2 years]. For more information, please call (303) 866-5643 or logon to www.revenue.state.co.us for an application.

Setup & Tear Down Times

Setup Sept 6-7, 2018 10am – 8pm
 Tear-down Sept 16, 2018 4pm – 10pm

Booth Prices

Booth Type	Size	Price	No. Each
<input type="checkbox"/> Ballroom	<input type="checkbox"/> 10' x 7'	\$1850	
<input type="checkbox"/> Hallway	<input type="checkbox"/> 14' x 7'	\$2450	
<input type="checkbox"/> Big Tent	<input type="checkbox"/> 20' x 7'	\$3150	
	<input type="checkbox"/> 30' x 7'	\$4800	
<input type="checkbox"/> Outside Tent	<input type="checkbox"/> 10' x 20'	\$2950	
	<input type="checkbox"/> 20' x 20'	\$3700	
	<input type="checkbox"/> 30' x 20'	\$4350	
	<input type="checkbox"/> 50' x 20'	\$5400	
	<input type="checkbox"/> Other		

Extra Supplies

Tables – \$35 ea		Steel – \$7 ea		Pegboard – \$60 ea	
Size	No.	Type	No.	Type	No.
4 ft		Base		Vertical	
6 ft		X-Bar			
8 ft		Upright			
Total		Total		Total	

Showcases – \$150 ea		Extra Electricity		
Type	No.	Add'l Amount	Price	No.
Fullvision		1st 500 watts	\$60	
Halfvision		500w after 1st	\$100	
Total		Total		

Showcases, Pegboards, & Electric MUST be pre-ordered.

Make payable to:

Jewelry, Gem & Mineral Exposition, LLC
 1202 N Main Ave, Tucson, AZ 85705
 520.889.1840 [tel] jgmexpo@gmail.com

Booth & Extras Total Amt.	Assigned Booth Nos.

Contact Name		
Company Name		
Address		
City	State/Province	Postal Code
Phone No.	Description of Business (to be featured on website)	
E-mail		
Website		
Signature		Date

ACCEPTED & APPROVED by JG&M EXPO, LLC

Signature _____ Date _____

May be Authorized by JG&M Staff Only

This APPLICATION / LICENSING AGREEMENT is NOT VALID UNTIL you receive a signed, accepted and approved copy of this agreement.



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Description of Licensed Premise

JG&M will provide the following to the Applicant within the agreed Licensed Premise amount:

1. A Licensed Premise of the length specified on the front page, 6' deep (or 7' deep when regulations allow) with two chairs and tables. The number of tables provided are as set forth in parentheses following each Licensed Premise length: 10' or 11' (3-6' and 1-4'); 14' (4-6' and 1-4'); 15' (2-4' and 1-6' [*3 showcases across front take place of tables]); 20' (3-8' and 2-6'). *For each showcase used, the number of tables allocated will be reduced by one 6' table. An extra charge will be assessed for any additional tables and furniture supplied by JG&M.
2. No other identification sign may be used, other than that supplied or approved by JG&M.
3. Electrical outlets for power consumption at 120 volts, 60 cycles, single phase, alternating current, in the wattage set forth in parentheses following each Licensed Premise length: 10'/11' (500 watts); 14'/15' (750 watts); 20' (1000 watts). Additional wattage may be furnished at Applicants expense: provided that arrangements are made with JG&M when submitting this Application and License Agreements. Provision of display lighting, extension cords and power strips are the sole responsibility of Applicant. All extension cords and power strips must be 3-wire grounded cords.
4. General area security, subject to the limitations of Paragraphs N and O in the Terms and Conditions below.

Rental of Extra Supplies and Decorating Services

1. Applicant agrees that **JG&M** shall not be held responsible for the safety, loss or damage of Applicant's merchandise, whether during Show hours or during closed hours, due to glass breakage, accident, theft, negligence or other cause, regardless of whose act or omission generates such claim or claims.
2. Applicant agrees to hold **JG&M** harmless from any and all claims arising from Applicant's use of a showcase, table, pole, base, pegboard, etc., whether by any act or omission of Applicant, its owners, employees, agents, servants, or guests, regardless of whose act or omission generates such a claim or claims.
3. Applicant agrees to reimburse **JG&M**, upon written request, any and any monies required for repairs to any structure(s), showcase(s), table(s), pole(s), base(s), pegboard(s), etc., due to any breach by Applicant of any term or terms, accident, negligence or other cause.
4. Applicant shall not nail, screw or otherwise attach or connect any object to any structure, including but not limited to any column, wall, floor, etc., without first obtaining written consent of **JG&M**. Any breach of this condition will subject Applicant to liability to the owner of the structure, **JG&M** or the decorator. Applicant shall hold **JG&M** harmless against any liability to or claims by the owner of the structure or the decorator arising from such actions by Applicant.
5. Applicant agrees not to use tape on any **JG&M** poles. If Applicant does use tape and **JG&M** is required to remove tape, Applicant will be assessed a charge of \$35.00 for removal and/or cleaning of each pole.
6. Exhibitor must leave the licensed Premise and floor clean and free of trash, food and all debris or exhibitor will be assessed with clean-up charge of \$50 per man hour, with the minimum charge being \$100.

Terms And Conditions

- A. Jewelry, Gems & Minerals, LLC ("JG&M") owns and manages the Denver, CO Trade Show held at the Quality Inn.
- B. An Applicant shall use only the Licensed Premise hereunder, for the display and sale of items specified in Paragraph H below, and for no other purposes.
- C. **JG&M** reserves the right, at its sole discretion, to accept or deny any Applicant for any and all shows.
- D. Applicant shall not assign, sublet, lease, sublease or share all or any portion of its assigned space, without a written agreement with **JG&M** being first obtained. Any such agreement shall incorporate the terms and conditions of this Application and License Agreement, either verbatim or by specific reference.
- E. No Licensed Premise alterations will be permitted (including, but not limited to, size, shape, and/or equipment). Nothing may extend outside the dimensions of your Licensed Premise or extend more than 5 ft. above the floor in the forward 3'-4' or your licensed Premise. Displays up to 8' above the floor are permitted only on the back wall and up to 3' from the back wall for support. Under no circumstances are Applicants to attach any wire racks or other displays to **JG&M** poles. This creates a safety hazard and is not

permitted by OSHA regulations. No Applicant may have any Item in their Licensed Premise which obstructs the view of any other Licensed Premise.

- F. Applicant shall have at least one representative wearing an appropriate identification badge in its Licensed Premise at all times the show is open to the public and during set-up and move-out.
- G. Applicant shall not have small children in its Licensed Premise during the times when the show is open to the public.
- H. Applicant shall offer for sale and shall display only items connected with gems, jewelry, mineral, findings, books and other products, connected with this Industry and shall have displays presented in a manner acceptable to **JG&M**. Any nonconforming items shall be removed immediately by Applicant at the request of **JG&M**. Applicant agrees that **JG&M** shall have the right to withdraw from Applicant's display and sale, any article(s), including signs, which in **JG&M** sole discretion, do not appear suitable for display or sale in the show, or which are considered not in good taste. Applicant shall not conduct on show premises any business other than the display and sale or such items. **NO DISCOUNT SIGNS OF ANY FORM WILL BE PERMITTED IN ANY EXHIBITOR'S LICENSED PREMISE AT ANY SHOW, WITHOUT EXCEPTION.**
- I. Applicant shall not make any changes in its general product/merchandise line without a written Agreement with **JG&M** being first obtained.
- J. Applicant shall warrant to purchasers that all goods sold are as represented with respect to the metal content, stones and other material and with respect to workmanship. All stones must be identified and described both orally and in writing (written descriptions must be spelled out in full without the use of abbreviations or footnotes and must disclose synthetic stones and any treatments including, but not limited to, irradiation, laser drilling, Yehuda filling, dyeing, oiling, doublet, assembled, etc.); and Applicant shall refund the full purchase price of any item offered for return which does not meet such warranties or shall substitute goods of like value, at the option of the purchaser, provided such goods are returned during the period of the show. Applicant shall hold **JG&M** harmless in the event of any claim arising from misrepresented goods returned or offered for return at any time. **It is Applicant's responsibility to resolve all purchaser conflicts and disputes promptly to JG&M's satisfaction.** All Exhibitors must comply with all Federal Trade Commission rules.
- K. Applicant agrees that it MUST issue a sales receipt for all sales containing a full, detailed description of each item (see Paragraph J above), and stating any and all conditions of such sale and that Applicant MUST charge state sales tax, where applicable.
- L. **JG&M** reserves the right, at its sole discretion, to settle disputes between Applicant and Applicant's customers concerning returns, exchanges and/or refunds.
- M. Applicants who employ goldsmiths or jewelers during a show: (1) Must complete and deliver all merchandise to customer before the close of show hours, unless otherwise specified on writing on a receipt; (2) Absolutely no customers will be permitted to wait in the hall after show hours; (3) Will be solely financially responsible for damage, negligence and/or loss of merchandise, (4) Are required to pre-order a minimum of an additional 1000 watts of electricity; and Must have a FULLY-CHARGED fire extinguisher on Licensed Premise at all times.
- N. Applicant agrees that **JG&M** shall not be held responsible for the safety or loss of Applicant's display or merchandise, whether during Show hours or during closed hours, even though **JG&M** does provide security personnel for the Hall.
- O. Applicant agrees to hold **JG&M** harmless from any claims arising from Applicant's participation in the show, including but not limited to, claims arising from the use of vehicles or equipment, move-in and move-out operations, any claim arising from any act or omission of Applicant, its owners, employees, agents, servants or guests, and from any claims arising from loss, robbery, burglary, pilferage, fire, wind, water damage, accident, negligence or other cause, regardless of whose act or omission generates such claim or claims.
- P. Applicant agrees that **JG&M** shall not be responsible for any losses or damages caused by or in any way related to any showcase, table or other equipment which **JG&M** provides to Applicant.
- Q. Applicant shall comply with all laws, rules and regulations of the jurisdiction (City, County and/or State) in which the show is held, and with the laws, rules and regulations of the United States of America. Applicant shall be solely responsible for all taxes and

levies insofar as the show is concerned and shall hold **JG&M** harmless from all claims in connection therewith.

- R. Applicant is aware that it may obtain, at Applicant's expense, insurance against all risks implicit or explicit in its participation in the show.
- S. (1) Applicant shall comply with such rules and regulations as **JG&M** may promulgate in writing. (2) In the event of conflict between this Application and License Agreement and any such rule and regulation, this Application and License Agreement shall govern unless it is specifically stated otherwise.
- T. **JG&M** agrees that if it is required to cancel the show because of war, revolution, civil disturbance, fire, flood, calamity, disaster or Act of God, more than three weeks before the first date for the show listed on the front for this Application and License Agreement, Applicant's financial obligation shall be reduced by 60% and **JG&M** will refund to Applicant any excess over the 40% theretofore paid on account of this Application and License Agreement. If **JG&M** is required to cancel a show for any of the foregoing reasons within three weeks of said first date, Applicant's financial obligation shall be reduced by 25% and **JG&M** will refund any excess over the 75% theretofore paid on account of this Application and License Agreement. Applicant agrees that, if **JG&M** is compelled to cancel the show for any of the reasons enumerated in Paragraph V above, Applicant shall have no claim for loss or damage against **JG&M** other than for specified refunds.
- U. If other conditions require **JG&M** to cancel the show, **JG&M** shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, **JG&M** liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold **JG&M** harmless against all other claims or liabilities to Applicant whether arising from expenses incurred or to be incurred, loss or anticipated profit or otherwise.
- V. Licensed Premises not occupied by 10:00 a.m. of the opening day of the show will be forfeited by Applicant, and may be filled by standby applicants at the sole discretion of **JG&M**. However, the original Applicant will still be liable for full payment of the Licensed Premise.
- W. **PAYMENT OF LICENSE AGREEMENT:** Payment for license Agreement should be made payable to: "Jewelry, Gems & Minerals, LLC" or. The total License Agreement stipulated on the front of the Application and License Agreement is due and payable at the time this Application and License Agreement is submitted to **JG&M**, unless Applicant has arranged for a Renewable Deposit, as provided for in Paragraph B below. If for any reason, this Application and License Agreement is not accepted by **JG&M**, such payment will be returned promptly to Applicant. Full payment of Application and license Agreement is due 30 days prior to the first day of the show to obtain the 'Advance Price'. If full payment of Application and license Agreement is not received 30 days prior to the first day of the show, the "At Show" pricing reflected on the reverse side of this contract will apply.
- X. **RENEWABLE DEPOSIT:** As an accommodation to Applicants who apply for two or more shows, **JG&M** will accept a renewable deposit of \$1000.00 [effective January 2012 for new Applicants] with submission of its Application and License Agreements. The Renewable Deposit allows an Applicant with a fully executed license Agreement, to participate in that particular show without making full payment in advance. Full payment for each show must be 30 days prior to the first day of that show and the Renewable Deposit will be renewed from that payment. It is agreed that the Renewable Deposit is not to be held in an interest-bearing escrow account, but shall be available to cover expenses incurred by **JG&M** prior to the show, and that any portion of such Renewable Deposit shall be returnable to Applicant only as may be specifically provided for elsewhere in this Application and License Agreement.
- Y. The existence of any and all approved Application and License Agreement(s) and/or Renewable Deposit DOES NOT create an obligation for an Applicant or **JG&M** to enter onto any agreements and/or arrangements, whatsoever. Any addition, adjustment or change made to this contract unilaterally by an Exhibitor is void regardless of acceptance. Any change must be agreed to by both Exhibitor and **JG&M** as a separate addendum to the contract. A License Agreement DOES NOT EXIST until Applicant has, IN HAND, the fully executed pink copy of that Application and License Agreement.
- Z. Any Applicant who submits payment by check and, for any reason, that check is returned uncollected to **JG&M**, the Applicant is responsible for an additional charge of \$50.00 for each returned item. The Applicant will not be allowed entry into a show until the returned check and the returned check charge have been replaced by cash, money order, certified or cashiers check.