

JOGS

GEM & JEWELRY SHOW

September 10-13, 2015*

INTERNATIONAL EXHIBITS

*Dates are subject to change

TUCSON EXPO CENTER
3750 E. Irvington Rd., Tucson AZ 85714

Application & Contract For Exhibit Space *4 Days Only*

Company Name: _____
 Contact Name: _____
 Address: _____
 City: _____ State: _____
 Zip: _____ Country: _____
 Tel: _____ Fax: _____
 Email: _____
 Website: _____

Product Range

- Jewelry
- Beads/Carving
- Gem Decor/Gifts
- Loose Stones
- Rough Stones
- Minerals/Fossils
- Supplies/Tool
- Other _____

Business

- Manufacturer
- Designer
- Mining
- Wholesale
- Retail
- Importer/Exporter
- Jewelry Classes
- Other _____

Please, Describe your Product _____

Special Hotel Rates Requested

Booth	Price	QTY	Number of Corners	Deposit	Total
10x8ft Booth	\$1,350.00	_____	+ _____ x\$150	\$750.00	_____
10x10ft Booth	-----	_____	+ _____ x-----	-----	-----
10x8ft Island Booth	\$2,100.00	_____	Corners Included	\$2,100.00	_____
Ballroom		_____	-----		_____
		_____			_____

Each Booth Includes:

- 2 Tables
- 2 Chairs
- 1 Trash Can
- 500 Watts Power

Deposit must be received along with application to reserve booth space. Deposit amount is 50% of booth fee. Full booth payments are due July 1, 2015. If booth payment is not received by the due date, exhibitor authorizes JOGS Inc. to charge exhibitor's credit card for the amount due.

Check Payment:	Wire Transfer Information:
Enclosed Amount: _____ Check Number: _____ *Make check payable to: JOGS Inc. We accept: US Checks, Money Orders, Cashier's Checks, Visa, Mastercard, or Discover Card.	Attention International Exhibitors! Before transferring money please contact us to receive individual wire transfer instructions. After you transfer funds please forward a copy of your completed wire transfer with your company and booth number if available.

Special Requests:

CANCELLATION BY EXHIBITOR: All payments paid by exhibitor to JOGS Inc., are non refundable under any circumstances. If an Exhibitor chooses to close their booth during the show, they will be charged a \$1,000.00 cancellation fee for each booth that was assigned to that exhibitor.

I AGREE TO ABIDE BY THE TERMS AND CONDITIONS ATTACHED TO THIS APPLICATION AND CONTRACT.

Exhibitor's Signature: _____ Printed Full Name: _____ Date: _____

Mail the check and this form to JOGS Inc: 650 South Hill Street, Suite 513, Los Angeles, CA 90014, USA
 Tel: (213) 629 3030, Fax: (213) 629 3434, E-mail: info@jogsshow.com, Website: www.jogsshow.com

Booth Sales Representative: _____
 Deposit Received: _____ Booth #: _____
 Date: _____ Corner
 Balance Due: _____ Package

For Internal Use only. Do not write in this box!

Terms & Conditions

- DEFINED TERMS:** The term "Event" means JOGS Gem and Jewelry Show held at Tucson Expo Center. The event is owned, produced and managed by JOGS Inc., The term "Organizer" means, collectively, JOGS Inc. and each of its officers, directors, shareholders, agents, representatives, employees unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person that applied to exhibit and agreed to sign below coming contract upon acceptance by JOGS Inc. in the way stated later and each of its officers, directors, shareholders, contractors, agents, representatives and/or invitees, as applicable.
- CONTRACT ACCEPTANCE:** This contract will be in force from the moment it is signed by Exhibitor.
- ASSUMPTION OF RISKS RELEASES:** Exhibitor completely assumes all risks associated with resulting from, caused by or arising in connection with Exhibitor's participation or presence at the Event including theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitors, notwithstanding the reasons i.e. negligence, intentional act, accident, act of God or others. Exhibitor carries complete responsibility for its property, theft, loss or damage whether the property was in or out the storage area. Neither Organizer nor Exhibit Facility carries responsibility or create a bailment for property delivered to or by Exhibitor. Neither Organizer nor Exhibit Facility shall be responsible and Exhibitor hereby releases all of the from and agrees not to sue any of them with respect to, any and all risks, losses, damages, injuries and liabilities whether they are described in the paragraph or not.
- INDEMNIFICATION:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to JOGS Inc.) and keep Organizer and the Exhibitor Facility away and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees which result from or arise out of or in connection with: (a) Participation and Presence of Exhibitor at the Event; (b) Any kind of infringement of any agreements, covenants, promises or other obligations under this or any other contract, agreement or arrangement; (c) Any matter for which exhibitor is otherwise responsible under the terms of this or any other contract, arrangement or agreement; (d) Any violation or claim of violation or infringement of any law or ordinance or the rights of any party under any kind of copyright, patent, trademark, trade secret or other proprietary right; (e) any kind of slander, defamation, libel or similar claims caused by the actions of the Exhibitor; (f) Injury (death included) or harm to Exhibitor; (g) Damage to property, or business or profits Exhibitor or loss of them, notwithstanding the reason (negligence, intentional act, accident, act of GOD, theft, mysterious disappearances, etc.) JOGS Inc is not liable under any circumstances for the authenticity and quality, copies and copyright protected designs, direct and indirect infringement of the goods sold by Exhibitors at the event facility
- LIMITATION OF LIABILITY:** Under no circumstances shall Organizer or the Exhibit facility be responsible (liable) for any lost profits or any retaliatory, consequential, incidental, special or indirect damages whatsoever for any of their acts or omissions, whether or not informed of the possibility of any such lost profits or damages. In no event shall Organizers maximum responsibility under any circumstance exceed the amount actually paid to JOGS Inc. by Exhibitor for the rental of the exhibitor space pursuant to this contract Organizer makes no warranties or representations, express or meant (implied), concerning the quantity of visitors attending the Event or concerning any other matters. Management may hire guards (not security guards) to regulate the flow of the visitors to the Event. Neither Organizer, nor the owners or lessors of the Event Facility, shall take any liability for Exhibitor's personal or other property. As a condition of exhibiting at the Event Exhibitor shall insure its property against theft, damage and loss.
- QUALIFICATIONS OF EXHIBITOR:** JOGS Inc. has all rights to determine whether an assumed exhibitor corresponds or is eligible to participate at the Event. Eligibility is generally limited to persons, companies or firms who provide gift and jewelry industries with products and service. Applicants may be required to provide a full description of the nature of their business and the exhibited items. JOGS Inc. has all rights to prohibit or remove any exhibit that JOGS will consider to be inappropriate or ineligible. Exhibitor shall provide full product description to be exhibited at the show. JOGS Inc. will not allow exhibitors to sell or display any product not mentioned in their product description or without prior authorization by JOGS Inc. staff in writing.
- BOOTH PLACEMENTS:** JOGS Inc. will try to follow all arrangements concerning booth placements at the Event if application and payment are made within required time limit. However, JOGS Inc. reserves the right to make a different placement. Offers made as to location of space are current policy not guarantee. JOGS Inc. will make the final decision in determining space. JOGS Inc. may refuse an acceptance of any contract for any any or no reason. JOGS Inc. has the right to define the eligibility of any company or product at the Event. No Exhibitor shall exhibit or be allowed to be exhibited in the space designated for any merchandise other than the one specified in the application. JOGS Inc. also has the right to change, delete or add to the Event's floor plan at any time.
- CANCELLATION BY EXHIBITOR:** All payments paid by exhibitor to JOGS Inc. are non-refundable under any circumstances. If Exhibitor closes his booth during the show, he/she will be charged \$1,000.00 cancellation fee for each booth that was assigned to that Exhibitor. Exhibitor is liable for full amount of the booth and TEC order fees.
- CANCELLATION BY JOGS Inc.:** If Exhibitor fails to make a payment in time designated by the contact; JOGS Inc. may cancel this contract (participation of the Exhibitor) without further notice and obligation to refund any previous paid amounts. Exhibitor will still be liable for full amount of the booth and TEC order fees. JOGS Inc. has the right to refuse Exhibitor allowance to move in and set up an exhibit if Exhibitor has debts to Organizer JOGS Inc. in its sole discretion is authorized (not effective upon written notice of termination if Exhibitor makes an infringement of any of its obligations under this or any other contract or arrangement with Organizer, without any obligation on JOGS Inc. part to refund any previously paid amounts and without releasing Exhibitor from any liability arising as a result of or in connection with such infringement. If JOGS Inc. removes or restricts an exhibit that JOGS Inc. finds to be inappropriate or undesirable, no refund will be owed to Exhibitor.
- CANCELLATION OF EVENT:** If JOGS Inc. cancels the Event under any circumstances beyond the reasonable control of JOGS Inc. (e.g. unavailability of Exhibit Facility, government emergency, act of God, labor strike). JOGS Inc. shall not refund to the exhibitor its previously paid space rental amount, minus a share of costs and expenses suffered by Organizer, in full satisfaction of all responsibilities of Organizer to Exhibitor. JOGS Inc. has all rights to change the Event Dates and rename, relocate and cancel the Event . If JOGS Inc. renames the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to the dates that are not more than 30 days earlier or 30 days later, no refund will be owed to Exhibitor but JOGS Inc. shall appoint Exhibitor, as a replacement of the original space, other spaces as JOGS Inc. considers to be appropriate and Exhibitor agrees to use that space according to the terms of this contract. If JOGS Inc. chooses to completely cancel the Event other than for previously described reasons, JOGS Inc. shall refund to Exhibitor the previously paid whole amount for rental space, in full satisfaction of all liabilities of Organizer to Exhibitor.
- EXHIBIT SPACE OCCUPANCY:** JOGS Inc. shall define the dates and hours for establishing, dismantling and occupying exhibits. If Exhibitor fails to establish its display in its appointed space by 9:30am, at the opening date of JOGS Gem Show or leaves its space without supervision at any time during the Event, JOGS Inc. shall have the right to seize the space, cancel this contract and no refund will be owed to Exhibitor. All exhibits have to be open for business at all times during the Event.
- LISTINGS AND PROMOTIONAL MATERIALS:** By exhibiting at the Event, Exhibitor gives Organizer a fully paid, permanent nonexclusive license to display, use and reproduce the name, trade names and product names of Exhibitor in any directory (e.g. print electronic or other mass media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be responsible for any mistakes in any listings or descriptions or for not including Exhibitor or any other exhibitor in any directory or other lists of materials. Organizer reserves also the right to take photographs of Exhibitor's booth space, personnel, exhibit and guests after, before and during Event hours and use for air, promotional purposes. Exhibitor may not promote, advertise or repeatedly mention any other show or exhibition on our premises. Exhibitor may not use flash photography or any other type of medium on our premises.
- CARE OF EXHIBIT FACILITY:** Exhibitor shall immediately pay for any and all damages caused by Exhibitor to the Exhibit Facility or related facilities, booth equipment or the property of Organizer and others. Upon leaving if Exhibitor's space is not clean, the Exhibitor is liable for \$100 cleaning fee per each exhibit space (booth) rented by the Exhibitor during the Event.
- TAXES AND LICENSES:** Exhibitor shall be extremely liable for getting any permits, licenses or approval under federal, state or local laws appropriate to its activities at the Event. Exhibitor shall be extremely liable for getting any necessary tax identification numbers and permits and for paying all taxes, license and use fees, royalties or other fees, charges, levies and or penalties that become owed to any governmental authority in connection with its activities at the Event. Organizer is not liable for any Laws Broken by Exhibitor.
- INSURANCE LIABILITY OF LOSS:** Exhibitor is liable for any and all insurance against risks obvious or unobvious in Exhibitors participation at the Event Exhibitor agrees to keep harmless the Exhibit facility. Organizer and any and all employees, agents, independent contractors, successors or assigns of the above mentioned from any damages or charges imposed for violation of any law or ordinance, whether caused by negligence of Exhibitor or those holding under Exhibitor, which occur at the Exhibit Facilities, as well as to strictly obey the applicable terms and conditions included in this contract; and further, Exhibitor shall at all times protect indemnity, saw and keep harmless Organizer, the Exhibitor Facility and any and all employees, agents, independent contractors, successors, or assigns of the above mentioned, against and from any and all loss, cost, damage, responsibility or said Exhibitors occupancy and use of the Exhibit Facility and the licensed rental space during the Event Dates.
- COPYRIGHT MATERIALS:** Exhibitor may not play or allow the playing or performance of, or distribution of any copyrighted material at the Event unless it has gained all required rights and paid all necessary fees, royalties or other payments.
- OBSERVANCE OF LAWS:** Exhibitor shall follow and obey all federal, state and local laws, codes, ordinance, rules and regulations of the Event Facility (including any union labor work). Without restricting the above mentioned, Exhibitor shall form its exhibits to meet all requirements of Americans with Disabilities Act.
- ADDITIONAL TERMS AND CONDITIONS:** JOGS Inc. has complete control over attendance policies. Except as provided to the contrary in this contract all payments made by Exhibitor shall be considered to be nonrefundable and fully earned at the time of payment. Exhibitor shall not act itself according to the norms of professionalism and etiquette. Any amendment to this contract must be in a written form and signed by an authorized representative of JOGS Inc. Exhibitor shall not assign this contract or any other right or obligation hereunder. Exhibitor shall not sublet or license all or any portion of its exhibit space. By entering into this contract, you and your affiliates explicitly consent to receive fax, telephone and other communications from Organizer and its partners under 47 U.S.C. § 237 and any other applicable regulations.
- Under no circumstances will an exhibitor close their booth and leave the show before the posted end date of the show. If an exhibitor does leave the show before the posted end date, they will be fined \$1,000.00 per booth, no exceptions. If an exhibitor is fined in this manner they will not be invited back to the JOGS Show.
- INCORPORATION OF RULES AND REGULATIONS:** Any and all matters referring to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by JOGS Inc. in its sole discretion. JOGS Inc. may accept rules or regulations from time-to-time governing such matters and make corrections or cancel them at any time, upon notice to Exhibitor. Any rules and regulations are an undividable part of this contract and are incorporated herein by reference. Exhibitor shall obey and follow additional regulations made by JOGS Inc. as soon as Exhibitor is informed about these additional rules and regulations. This contact states the whole agreement of the parties with respect to the subject matter hereof.
- SUBLEASING:** Exhibitor shall provide full product description to be exhibited at the show. JOGS Inc. will not allow exhibitors to sell or display any product not mentioned in their product description or without prior authorization by JOGS staff in writing. There will be absolutely no subleasing or sharing of booth space at JOGS Show. If an exhibitor breaks any of the above mentioned terms, JOGS Inc. has the right to close their booth space and no refund will be issued.
- EXHIBITOR BADGES:** By becoming JOGS Inc. Exhibitor and obtaining "Exhibitor" Badge, any exhibitor waives the right to obtain "Buyer" Badge at JOGS Show. Exhibitors of JOGS Show cannot be eligible for the Champagne Brunch Buffet under any circumstances.
- SOLICITING:** There will be absolutely no soliciting inside and outside of the JOGS Show by JOGS Inc. exhibitors or anyone entering the building. JOGS Inc. does not allow advertising of competitor business at the show or any type of advertising seemed inappropriate by JOGS Inc. or any type of advertising which will cause conflict of interests.
- FIRE AND SAFETY LAWS AND RULES:** Federal state and city laws must be strictly obeyed. A listing of material fire and safety regulations will be found in the Exhibitor service Manual. All materials i.e. all materials such as fabric or other material used for display of any kind must be flame-proofed. The use of crepe and other decorative paper will e forbidden. Exhibitor rental space must meet all required fire regulations. Displays that fail to meet the above mentioned demands and do not pass the inspection will be closed until such fire hazards are corrected against further danger of fire. Complete booth equipment must not block the aisle under any circumstances. This is a strict order from fire marshal. Exhibitor may be closed for disobeying this rule.
- NO SHOW POLICY:** If Exhibitor, under any circumstances beyond control, is late in arrival or set-up, Exhibitor must inform the Event Director at the Event Facility prior to the show openings. Failure of notification will lead to resale of the rental space and no refunds will be made later.
- ENTIRE AGREEMENT:** This contract (including the Exhibitor Service Guide and any additional rules or regulations accepted by JOGS Inc. from time-to-time) represents the whole agreement between JOGS Inc. and Exhibitor relating to the event and supersedes any previous written or oral understandings, agreements or representations by or between JOGS Inc. and Exhibitor relating to the Event.

Exhibitor's Signature: _____

Printed Full Name: _____

Date: _____

JOGS Inc.
 650 South Hill Street #514
 Los Angeles, CA 90014
 Tel: (213) 629-3030
 Fax: (213) 629-3434
 E-mail: info@jogsshow.com
 Website: www.jogsshow.com

CREDIT CARD AUTHORIZATION AGREEMENT

Select Method of Payment	<input type="checkbox"/> VISA	<input type="checkbox"/> MASTER CARD
Credit card number		
Expiration date		V-code (last 3 #'s on the back of the card)
Cardholder's Name (As it appears on card)		
Billing Address of Cardholder	Address: _____	
	City _____	State _____ Zip _____
Telephone Number of Cardholder		
Customer's Company Name (for whom Card is being used)		

Cardholder hereby authorizes JOGS Inc. to charge credit card described herein for all charges incurred by Exhibitor and has read, understands, and agrees to this form and agrees to pay all charges as described in Cardholder Agreement.

A current charge of: \$ _____ **Invoice #** _____

1. In the event a charge is not honored, the undersigned personally guarantees payments of the above amounts due by client.
2. A facsimile of this credit card authorization shall be regarded, and have the same force and effect, as an original.
3. The undersigned further agree to waive any right to any chargeback.

Cardholder

Date