



FALL 2019 APPLICATION & CONTRACT FOR EXHIBIT SPACE

JOGS TUCSON GEM & JEWELRY SHOW AUGUST 29 - SEPTEMBER 1, 2019

* Dates subject to change

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Country: _____

Tel: _____ Fax: _____

Email: _____

Website: _____

Product Range

- Jewelry
- Gemstones
- Beads/Carving
- Raw Materials
- Minerals/Fossils
- Findings/Mounts
- Gem Decor/Gifts
- Tools/Equipment/Supplies
- Other _____

Business

- Manufacturer
- Importer/Exporter
- Wholesale
- Designer
- Mining
- Gem Cutter
- Distributor
- Other _____

Product Description (REQUIRED *):**

Booth	West Hall	East Hall	QTY	# of Corners	Total
10ft x 8ft Zone A	<input type="checkbox"/> \$1,350.00	<input type="checkbox"/> \$1,350.00		+ _____ x \$150	
10ft x 8ft Zone B	<input type="checkbox"/> \$1,150.00	<input type="checkbox"/> \$850.00		+ _____ x \$100	
10ft x 8ft Zone C	N/A	<input type="checkbox"/> \$750.00		+ _____ x \$50	
8ft Table	N/A	<input type="checkbox"/> \$450.00		1 8ft Table, 2 Chairs No electricity	
10ft x 8ft Island Booth	<input type="checkbox"/> \$1,950.00	<input type="checkbox"/> \$1,550.00			
Ballroom	<input type="checkbox"/> Requested Size: _____ ft x _____ ft				
ORDER TOTAL:					

Booth price includes one complimentary equipment package per booth.

2 Skirted Tables 1 Trash Can
2 Chairs 1 Booth Sign
500W Power Drapes

Ballroom spaces do not include complimentary booth packages.

Special Requests

BOOTH DEPOSIT: Deposit must be received along with the application to reserve booth space. The deposit amount is 50% of the booth fee. Full payment for the booth is due **July 1, 2019**. If Booth payment is not received by the due date, exhibitor authorizes JOGS International Exhibits, LLC to charge the exhibitor's credit card for the amount due.

CANCELLATION BY EXHIBITOR: All payments by the exhibitor to JOGS International Exhibits, LLC. are non-refundable under any circumstance. If an exhibitor chooses to close their booth at any point during the run of the show, they will be charged a \$1,000 cancellation fee for each booth assigned to that exhibitor. In case of cancellation, exhibitor is liable for the full amount of the exhibit space, advertising and TEC equipment order fees.

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

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

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

Deposit Received:

Date:

Balance Due:

Booth Sales Representative: _____

Booth #:

Corner

Package

TERMS & CONDITIONS

- 1. DEFINED TERMS:** The term "Event" means JOGS Gem and Jewelry Show held at Tucson Expo Center ("Event Facility"). The Event is owned, produced and managed by JOGS International Exhibits, LLC. The term "Organizer" means, collectively, JOGS International Exhibits, LLC. 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 at the Event and agreed to sign below coming contract upon acceptance by JOGS International Exhibits, LLC. in the way stated later and each of its officers, directors, shareholders, contractors, agents, representatives and/or invitees, as applicable.
- 2. CONTRACT ACCEPTANCE:** This contract will be in force from the moment it is signed by Exhibitor.
- 3. 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 and any of its officers, directors, shareholders, agents, representatives, employees carries responsibility or create a bailment for property delivered to or by Exhibitor. Neither Organizer nor Event Facility and any of its officers, directors, shareholders, agents, representatives, employees 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.
- 4. INDEMNIFICATION:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to JOGS International Exhibits, LLC.) and keep Organizer and the Event 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 of Exhibitor or loss of them, notwithstanding the reason (negligence, intentional act, accident, act of God, theft, mysterious disappearances, etc.). Organizer 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 Exhibitor at the Event facility.
- 5. LIMITATION OF LIABILITY:** Under no circumstances shall Organizer or the Event 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 Organizer's maximum responsibility under any circumstance exceed the amount actually paid to JOGS International Exhibits, LLC. by Exhibitor for the rental of the exhibit 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. Organizer and Event facility 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.
- 6. QUALIFICATIONS OF EXHIBITOR:** JOGS International Exhibits, LLC. 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 that provide gem, jewelry and gift industries with products and services. Applicants may be required to provide a full description of the nature of their business and the exhibited items. Organizer has all rights to prohibit or remove any exhibit that Organizer will consider to be inappropriate or ineligible. Exhibitor shall provide full product description to be exhibited at the Event. Organizer will not allow Exhibitors to sell or display any product not mentioned in their product description or without prior authorization by Organizer in writing.
- 7. BOOTH PLACEMENTS:** Organizer will try to follow all arrangements concerning booth placements at the Event if application for exhibit space received and payments are made within required time limit. However, Organizer reserves the right to make a different placement. Offers made as to location of space are current policy not guarantee. Organizer will make the final decision in determining Exhibitor's space at the Event. JOGS International Exhibits, LLC. may refuse an acceptance of any contract for any or no reason. Organizer has the right to define the eligibility of any company, Exhibitor 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 International Exhibits, LLC. also has the right to change, delete or add to the Event's floor plan at any time.
- 8. CANCELLATION BY EXHIBITOR:** All payments paid by exhibitor to JOGS International Exhibits, LLC. are non-refundable under any circumstances. If Exhibitor closes his/her booth during the Event, he/she will be charged \$1,000.00 cancellation fee for each booth that was assigned to that Exhibitor. In case of cancellation Exhibitor is liable for full amount of the booth, advertisement and TEC equipment order fees.
- 9. CANCELLATION BY JOGS International Exhibits, LLC:** If Exhibitor fails to make a payment in time designated by the contract; JOGS International Exhibits, LLC. may cancel his/her contract (participation of the Exhibitor at the Event) without further notice and obligation to refund any previous paid amounts by Exhibitor, and Exhibitor will be liable for full amount of the booth, advertisement and TEC equipment order fees. Organizer has the right to refuse Exhibitor allowance to move in and set up an exhibit if Exhibitor has debts to Organizer. JOGS International Exhibits, LLC. 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 International Exhibits, LLC. 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 International Exhibits, LLC removes or restricts an exhibit that JOGS International Exhibits, LLC. finds to be inappropriate or undesirable, no refund will be owed to Exhibitor.
- 10. CANCELLATION OF EVENT:** If JOGS International Exhibits, LLC. cancels the Event under any circumstances beyond the reasonable control of JOGS International Exhibits, LLC. (e.g. unavailability of Event Facility, government emergency, act of God, labor strike etc.) JOGS International Exhibits, LLC. shall not refund to the Exhibitor its previously paid exhibit space rental amount, minus a share of costs and expenses suffered by Organizer, in full satisfaction of all responsibilities of Organizer to Exhibitor. JOGS International Exhibits, LLC. has all rights to change the Event Dates and rename, relocate and cancel the Event. If JOGS International Exhibits, LLC. 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 International Exhibits, LLC. shall appoint Exhibitor, as a replacement of the original space, other spaces as JOGS International Exhibits, LLC considers to be appropriate, and Exhibitor agrees to use that space according to the terms of this contract. If JOGS International Exhibits, LLC chooses to completely cancel the Event other than for previously described reasons, JOGS International Exhibits, LLC. shall refund to Exhibitor the previously paid whole amount for rental space, in full satisfaction of all liabilities of Organizer to Exhibitor.
- 11. EXHIBIT SPACE OCCUPANCY:** JOGS International Exhibits, LLC. 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 on the opening date of the Event or leaves its exhibit space without supervision at any time during the Event, JOGS International Exhibits, LLC. shall have the right to seize the space, cancel Exhibitor's contract and no refund will be owed to Exhibitor. All exhibits have to be open for business at all times during the Event.
- 12. 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's promotional materials and campaigns. Organizer shall not be responsible for any mistakes in any listings or descriptions or for not including Exhibitor or any other Exhibitor's listing in any directory or other lists of materials. Organizer reserves the right to take photographs of Exhibitor's booth space, personnel, exhibit and guests after, before and during the Event hours and use for air and promotional purposes. Exhibitor may not promote, advertise or repeatedly mention any other shows or exhibition on Event premises. Exhibitor may not use flash photography or any other type of medium on Event premises without written authorization by Organizer.
- 13. 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.
- 14. 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, licenses 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.
- 15. 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 Event 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 Event 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 Event Facility and the licensed rental space during the Event Dates.
- 16. 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.
- 17. 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.
- 18. ADDITIONAL TERMS AND CONDITIONS:** JOGS International Exhibits, LLC. 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 aetiquette. Any amendment to this contract must be in a written form and signed by an authorized representative of JOGS International Exhibits, LLC. 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, Exhibitor and his/her affiliates explicitly consent to receive fax, telephone, email and other communications from Organizer and its partners under 47 U.S.C. § 237 and any other applicable regulations.
- 19. Under no circumstances will an Exhibitor close his/her booth and leave the Event before the posted end date of the Event.** If an Exhibitor does leave an Event before the posted end date, he/she 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 Event.
- 20. 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 International Exhibits, LLC in its sole discretion. JOGS International Exhibits, LLC 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 International Exhibits, LLC 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. Organizer is not liable for any imbreachment of copyright laws caused by exhibitor.
- 21. SUBLEASING:** Exhibitor shall provide full product description to be exhibited at the show. JOGS International Exhibits, LLC. will not allow exhibitors to sell or display any product not mentioned in their product description or without prior authorization by Organizer in writing. There will be absolutely no subleasing or sharing of the exhibit space at the Event. If an Exhibitor breaks any of the above mentioned terms, JOGS International Exhibits, LLC. has the right to close Exhibitor's booth space and no refund will be issued.
- 22. EXHIBITOR BADGES:** By becoming JOGS International Exhibits, LLC Exhibitor and obtaining "Exhibitor" Badge, any Exhibitor waives the right to obtain "Buyer" Badge at the Event. Exhibitors of the Event cannot be eligible for the Champagne Brunch Buffet under any circumstances unless a written authorization by Organizer is received.
- 23. SOLICITING:** There will be absolutely no soliciting inside and outside of the Event by Exhibitors or anyone entering the Event facility. JOGS International Exhibits, LLC does not allow advertising of competitor business at the Event or any type of advertising seemed inappropriate by JOGS International Exhibits, LLC or any type of advertising which will cause conflict of interests.
- 24. 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 be 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's booths at the Event may be closed for disobeying this rule and Exhibitor will be fined for the exceeded space used and occupied by Exhibitor without prior authorization by Organizer.
- 25. NO SHOW POLICY:** If Exhibitor, under any circumstances beyond control, is late in arrival or for the set-up, Exhibitor must inform the Organizer prior to the Event opening. Failure of notification will lead to resale of the Exhibitor's exhibit space and no refunds will be made later. In a case Exhibitor does not show up for the Event he/she is liable for the full amount of the booth fee.
- 26. ENTIRE AGREEMENT:** This contract (including the Exhibitor Service Guide and Manual and any additional rules or regulations accepted by JOGS International Exhibits, LLC from time-to-time) represents the whole agreement between JOGS International Exhibits, LLC. and Exhibitor relating to the Event and supersedes any previous written or oral understandings, agreements or representations by or between Organizer and Exhibitor relating to the Event.

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

Credit Card Authorization Agreement

Select Method of Payment: Visa Discover Mastercard

Credit Card Number: _____

Expiration Date: _____ CVV: _____

Cardholder's Name (as it appears on the card): _____

Billing Address of the Cardholder: _____

City: _____ State: _____ ZIP: _____ Country: _____

Telephone Number of the Cardholder: _____

Customer's Company Name (for whom the card is being used): _____

Cardholder hereby authorizes JOGS International Exhibits LLC. 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: \$ _____

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

Cardholder's Signature: _____ **Date:** _____

Check

Enclosed Amount: _____ **Date:** _____

Check Number: _____

Cash

Amount: _____

Date: _____

Wire Transfer Information

Attention International Exhibitors! Before transferring funds please contact JOGS 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.