



WINTER 2021 APPLICATION & CONTRACT FOR EXHIBIT SPACE

JOGS TUCSON GEM & JEWELRY SHOW DATES TO BE ANNOUNCED

* Dates subject to change

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

- Product Range**
- Jewelry
 - Gemstones
 - Beads/Carving
 - Raw Materials
 - Minerals/Fossils
 - Findings/Mounts
 - Gem Decor/Gifts
 - Tools/Equipment/Supplies
- Business**
- Manufacturer
 - Importer/Exporter
 - Wholesale
 - Designer
 - Mining
 - Gem Cutter
 - Other: _____

Email: _____

Product Description (REQUIRED *):** _____

Booth	West Hall	East Hall	North Hall	South Hall	QTY	Total
10ft x 8ft Booth Zone A	<input type="checkbox"/> \$3,850.00	<input type="checkbox"/> \$3,500.00	<input type="checkbox"/> \$3,500.00	<input type="checkbox"/> \$3,500.00	x	
10ft x 8ft Booth Zone B	<input type="checkbox"/> \$3,500.00	<input type="checkbox"/> \$3,000.00	<input type="checkbox"/> \$3,000.00	<input type="checkbox"/> \$3,000.00	x	
10ft x 10ft Booth Zone A	<input type="checkbox"/> \$4,795.00	<input type="checkbox"/> \$4,375.00	<input type="checkbox"/> \$4,375.00	<input type="checkbox"/> \$4,375.00	x	
10ft x 10ft Booth Zone B	<input type="checkbox"/> \$4,375.00	<input type="checkbox"/> \$3,750.00	<input type="checkbox"/> \$3,750.00	<input type="checkbox"/> \$3,750.00	x	
10ft x 10ft Island Booth	<input type="checkbox"/> \$4,950.00	<input type="checkbox"/> \$4,950.00	<input type="checkbox"/> \$4,950.00	<input type="checkbox"/> \$4,950.00	x	
Corner (must have booth)	<input type="checkbox"/> +\$250.00	<input type="checkbox"/> +\$250.00	+\$250.00	<input type="checkbox"/> +\$250.00	x	
Ballroom or Large Space	Requested Size: _____ ft x _____ ft				x	
Outside Tent	<input type="checkbox"/> 10ft x 20ft: \$3,500		<input type="checkbox"/> 10ft x 10ft: \$3,000		x	
Custom Size Outside Tent	Requested Size: _____ ft x _____ ft				x	
					ORDER TOTAL: \$	

2021 booth price includes one complimentary equipment package per booth.

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

Outside tents include:

2 Undraped Tables 1 Trash Can
 2 Chairs 1 Booth Sign
 Electricity is not included

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 33% of the booth fee. The Second payment of 33% of the total of the booth balance is due **June 1, 2020** and full payment for the booth is due **November 1, 2020**. 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



JOGS Tucson Gem and Jewelry Show

Terms and Conditions

- 1. DEFINED TERMS:** "Agreement" means, collectively, (i) the Exhibit Space Contract for the Event and any ancillary documents associated therewith, potentially including an Exhibitor Service Manual and a notice of booth space assignment, and (ii) these Terms and Conditions. In the event of any conflict among the terms of such documents, the terms of these Terms and Conditions shall prevail. "Event" means JOGS Tucson Gem and Jewelry Show, organized by JOGS International Exhibits, LLC ("Organizer").
- "Organizer" means, collectively, JOGS International Exhibits, LLC and each of its officers, directors, shareholders agents, representatives, and employees unless the context requires otherwise. The term "Exhibitor" means, collectively, the company or person entering into this Agreement, as listed on the Exhibit Space Contract, that applied to exhibit in 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. "Facility" means Tucson Expo Center - the venue where the Event is held.
- 2. CONTRACT ACCEPTANCE:** This contract will be in force from the moment it is signed by Exhibitor.
- 3. ASSUMPTION OF RISKS: RELEASE:**
Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Exhibitor has sole responsibility for its property and any theft, damage or other loss to that property (whether or not stored in any Event courtesy storage area), including any subrogation claims by its insurer. Organizer or Facility may utilize personnel to regulate the flow of attendees at the Event, but such personnel are not security guards. Exhibitor shall insure its property against damage, loss and theft and agrees to not make any claims against Organizer or Facility for any loss unless due to the gross negligence or willful misconduct of Organizer or Facility. Neither Organizer nor Facility accepts any responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor Facility, nor their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not. Exhibitor understands and agrees that the Event stages "Rain or Shine" and Exhibitor receives no allowance of any sort in the event of bad weather. Organizer makes no representations or warranties, express or implied, regarding the success of the Event, including but not limited to the condition of the Facility, noise levels or other inconveniences or disruptions in or around the Facility, the number of persons who will attend the Event, or any other matter, except as explicitly set forth herein. Exhibitor hereby accepts the Facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.
- 4. INDEMNIFICATION:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to Organizer) and keep Organizer and the Facility and their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, harmless from 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 arising out of or relating to Exhibitor's actions; (f) Exhibitor's acts that result in damage, harm or injury (including death) to anyone or their property at the Event; (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.) 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 Exhibitors at the Event facility. This section shall survive any termination of this Agreement.
- 5. LIMITATION OF LIABILITY:** Under no circumstances shall Organizer or Facility, or their respective affiliates, officers, directors, shareholders, agents, representatives, employees and assigns, be liable for any lost profits or any indirect or consequential damages, including, but not limited to, retaliatory, consequential, incidental, special, indirect or punitive damages whatsoever, whether or not such damages were reasonably foreseeable or whether or not a party has been advised of the possibility thereof. In no event shall Organizer's maximum liability to Exhibitor, under any circumstance, and regardless of the form of action, exceed the amount actually paid to Organizer by Exhibitor for renting exhibit space at the Event. 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. This section shall survive any termination of this Agreement.
- 6. QUALIFICATIONS OF EXHIBITOR:** Organizer 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 gem, mineral, and jewelry 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 show. Organizer will not allow exhibitors to sell or display any product not mentioned in their product description or without prior authorization by Organizer's staff in writing.
- 7. BOOTH PLACEMENTS:** Organizer will try to follow all arrangements concerning booth placements at the Event if application and payment 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 space assigned to Exhibitor.
Organizer may refuse an acceptance of any contract for any or no reason. Organizer 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 and approved by Organizer. Organizer 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 Organizer are non-refundable under any circumstances. If Exhibitor closes his 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 booth equipment order fees.
- 9. TERMINATION BY ORGANIZER:** Notwithstanding anything herein to the contrary, Organizer may terminate this Agreement at any time, including during the Event whereby Organizer may evict Exhibitor from the Event, for any reason without a refund or liability to Exhibitor of any sort, and without a reduction in fees owed by Exhibitor to Organizer, and without limiting any other remedy Organizer may have: (i) if Exhibitor fails to make any payment required by this Agreement in a timely manner; (ii) upon any breach or threatened breach of this Agreement by Exhibitor; (iii) if Organizer, in its sole discretion, believes the Exhibitor's exhibit is inappropriate for any reason, including, but not limited to, (a) if Exhibitor exhibits products different from what it stated in the application process, or under an undisclosed company or brand name, (b) if Exhibitor exhibits products or displays promotional materials that Organizer, in its sole discretion, reasonably believes infringe the proprietary rights of a third party or if Organizer is informed that Exhibitor has been accused by a third party of infringement, or (c) if Exhibitor exhibits products that Organizer reasonably believes Exhibitor is not authorized to exhibit; (iv) if Exhibitor, in Organizer's opinion, behaves poorly, disrupts the Event or detracts from the general character of the Event or interferes in any way with another Event exhibitor or participant; or (v) if Exhibitor becomes insolvent, makes any assignment for the benefit of creditors, goes to liquidation or has a receiver or trustee appointed for the benefit of creditors, whether voluntary or otherwise, or seeks the protection of, or has a proceeding instituted against it, under the bankruptcy code, or any similar statute.
In case of termination by Organizer Exhibitor will be liable for full amount of the booth, advertisement and TEC booth equipment order fees. Organizer has the right to refuse Exhibitor allowance to move in and set up an exhibit at the Event if Exhibitor has debts to Organizer. Additionally, Organizer may terminate this Agreement for convenience at any time for any reason, and upon such termination, shall be liable only for the amount actually paid to Organizer by Exhibitor for renting exhibit space at the Event.
- 10. CANCELLATION OF EVENT:** If Organizer cancels the Event under any circumstances beyond the reasonable control of Organizer (e.g. unavailability of Exhibit Facility, government emergency, act of God, labor strike) Organizer 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. Organizer has all rights to change the Event Dates and rename, relocate and cancel the Event. If Organizer 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 Organizer shall appoint Exhibitor, as a replacement of the original space, other spaces as Organizer considers to be appropriate, and Exhibitor agrees to use that space according to the terms of this contract. If Organizer chooses to completely cancel the Event other than for previously described reasons, Organizer 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:** Organizer shall define the dates and hours for establishing, dismantling and occupying exhibits. All exhibits have to be open for business at all times during the Event. If Exhibitor fails to establish its display in its appointed space by 9:30 am on the opening date of the Event or leaves its space without supervision at any time during the Event, Organizer shall have the right to seize the space, cancel this contract and no refund will be owed to Exhibitor. If Exhibitor closes his exhibit space during the official hours of the Event or keep it unsupervised Organizer reserves the right to remove the Exhibitor's merchandize and displays from the booth assigned to that Exhibitor and move it to the Event storage area without Exhibitor being present. In such case Exhibitor will be liable for all expenses associated with removing and storing Exhibitor's merchandize and displays by Organizer, and Exhibitor will be able to collect his/her merchandize and displays after submitting full payment for storing, removing and relocating Exhibitor's merchandize to the storage area at the time and date set by Organizer. Organizer will be not liable for any damaged or missing merchandize associated with relocating and storing the Exhibitor's merchandize in the Event storage area.

12. LICENSES; COMMUNICATIONS: Exhibitor grants to Organizer a fully paid, perpetual, non-exclusive license to use, display and reproduce the name, trade names, product names, and other proprietary property of Exhibitor in any directory (print, electronic or other media) listing exhibitors at the Event, and to use those items in Organizer's promotional materials. Organizer shall not be liable for any errors in any listings or descriptions or for omitting Exhibitor from any directory or other lists or materials. Organizer may also take photographs or videotape of Exhibitor's booth space, products, guests and personnel during, before, or after the Event, and use those photographs or videotape for any promotional purpose. Exhibitor understands and agrees that representatives from various media may visit the Event and photograph, videotape or otherwise record portions of the Event and include any part or all of the same in any broadcast without the express consent of, or liability to, Exhibitor. Organizer hereby grants to Exhibitor a limited, non-exclusive, non-transferable license to use, display and reproduce the name and logo of the Event (the "Marks") on Exhibitor's marketing materials solely and directly in connection with exhibiting at the Event. This limited license expires at the conclusion of the Event. Organizer may terminate this license immediately at any time upon Exhibitor's breach of the terms of use of this license. Under no circumstances may Exhibitor ever modify in any way the Marks or other trademarks of the Event or of Organizer. By entering into this Agreement and providing contact information, including a telephone number, Exhibitor and its affiliates explicitly consent to being contacted by or on behalf of Organizer for any purposes, including but not limited to, sales, marketing, promotional offers, and customer care, and by any means, including autodialed calls, regardless whether the phone number appears on the National Do-Not-Call Registry (or state equivalent). Exhibitor consent is not required to purchase any goods or services from Organizer. Exhibitor may not promote, advertise or repeatedly mention any other events or exhibitions on the premises of the Event. Exhibitor may not use flash photography or any other type of medium on the Event premises.

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 the Event if Exhibitor's space is not clean; the Exhibitor is liable for \$200 cleaning fee per each 10x8 ft booth assigned to the Exhibitor at the Event.

14. TAXES AND LICENSES: Exhibitor shall be extremely liable for getting any permits, licenses or approvals 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.

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 for 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, indemnify, and keep harmless Organizer, the Exhibit 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.

16. CHARACTER OF DISPLAYS; USE OF ISLES AND COMMON AREAS; SOUND: Distribution of samples, printed matter of any kind, and any promotional material is restricted to the exhibit booth. Strolling entertainment or moving advertisements outside of Exhibitor's exhibit space are prohibited. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under the control of Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in such areas except by written permission of Organizer. All booth equipment (i.e., tables, chairs, displays, etc.) must not protrude into the aisles under any circumstance. Balloons and stickers are prohibited in the exhibit area and Facility; handouts with gummed backing that adhere or cause adhesion are considered stickers. Exhibits must be arranged so that show attendees do not stand in the aisle while viewing the exhibit or watching demonstrations. The use of devices for mechanical reproduction of sound or music may or may not be permitted in Organizer's sole discretion. Sound of any kind must not be projected outside of Exhibitor's exhibit space. Exhibitor is responsible for acquiring any necessary license to play copyrighted music or otherwise utilize third party materials subject to copyright or other protections. Exhibitor is specifically prohibited from employing any carnival type attraction, animal or human, or from operating noise-creating devices such as bells, horns or megaphones.

17. OBSERVANCE OF LAWS: Exhibitor shall follow and obey all federal, state and local laws, codes, ordinances, 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: Organizer 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 Organizer. 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 Exhibitor's affiliates explicitly consent to receive fax, telephone, electronic and other communications from Organizer and its partners under 47 U.S.C. § 237 and any other applicable regulations.

19. 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 Organizer in its sole discretion. Organizer 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 Organizer as soon as Exhibitor is informed about these additional rules and regulations. This contract 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.

20. SUBLEASING: There will be absolutely no subleasing or sharing of booth space at the Event.

Exhibitor shall provide full product description to be exhibited at the show for the approval. 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. If an Exhibitor breaks any of the above-mentioned terms, Organizer has the right to close Exhibitor's booth space immediately, assign the Exhibitor's space to the other Exhibiting company and no refund will be issued to the Exhibitor.

21. EXHIBITOR BADGES: By becoming Event Exhibitor and obtaining "Exhibitor" Badge, Exhibitor waives the right to obtain "Buyer" Badge at the Event. Exhibitor and their staff shall wear their badges on the Event floor during the Event official hours of operation and to get access to the Event facilities and the Event floor.

Exhibitors of the Events are not be eligible for the Champagne Brunch Buffet under any circumstances.

22. SOLICITING: There is absolutely no soliciting allowed inside of the Event Facility and outside of the Event conducted by Exhibitor or anyone entering the Event. Organizer does not allow advertising of competitor business at the Event or any type of advertising seemed inappropriate by Organizer or any type of advertising which will cause conflict of interests.

23. 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 may be closed for disobeying this rule and will be subject to fines and additional charged for the additional exhibit space occupied.

25. NO SHOW POLICY: If Exhibitor, under any circumstances beyond control, is late in arrival or set-up of the exhibit space assigned to the Exhibitor, 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 to Exhibitor. In a case Exhibitor does not show up to participate in the Event he/she is liable for the full amount of the booth fee, advertisement and TEC equipment orders.

26. ENTIRE AGREEMENT: This contract (including the Exhibitor Service Guide and any additional rules or regulations posted and accepted by Organizer from time-to—time) represents the whole agreement between Organizer and Exhibitor relating to the Event and supersedes any previous written or oral communications, understandings, agreements or representations by or between Organizer and Exhibitor relating to the Event.

27. MISCELLANEOUS: This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. Organizer and Exhibitor are independent contractors with respect to one another under the terms of this Agreement. Neither party shall have the authority to legally bind the other party to any contract, proposal, or commitment or to incur any debt or create any liability on behalf of the other. Exhibitor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder to any other party without the prior written consent of Organizer; any attempted assignment in violation of this provision is null and void. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of Organizer and a signed waiver shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of Organizer to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. Failure or delay by Organizer to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement represents the entire agreement between Organizer and Exhibitor relating to the subject matter contained herein and supersedes any prior written or oral understandings, agreements or representations by or between Organizer and Exhibitor relating to the subject matter contained herein. Any amendment to this Agreement must be in writing and signed by an authorized representative of Organizer. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the parties as of the Effective Date. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Exhibitor represents and warrants that the party executing this Agreement on behalf of Exhibitor is duly authorized to act on behalf of Exhibitor and to execute this Agreement and legally bind Exhibitor to the terms contained herein. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email of scanned copies or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend this statement of their agreement to constitute the final, complete, exclusive and fully integrated statement of the parties' agreement. This section shall survive any termination of this Agreement.

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.