

The International Gem & Jewelry Show, Inc. / InterGem, Inc.

BOOTH RENTAL AGREEMENT | *For Skincare/Cosmetics Vendors*

Updated May 3, 2023

APPLICATION LICENSE AGREEMENT

THIS APPLICATION AND LICENSE AGREEMENT, by and between The "Original" Classic International Gem & Jewelry Show, Inc.® ("InterGem") and _____ ("Applicant"), witnesses that in consideration of the payment to InterGem by Applicant of the sum stipulated below, and the mutual covenants and conditions herein contained, the parties agree:

1. That InterGem will grant to Applicant and Applicant will occupy a _____ foot Licensed Premise at the event(s) specified on the application which will be conducted at the time and place designated in the aforementioned application.
2. The total rental agreed to by the Applicant (consisting of your Licensed Premise, Equipment & Decorating Package, and minimum required Electrical Wattage) shall be payable upon submission of the Application and License Agreement. The full amount for the order is due at the time of submission.
3. Acceptable forms of payment:
 - a. PAYMENT FOR BOOTH AND EQUIPMENT: Credit cards only for booths and equipment placed online or via a paper contract at least seven (7) days before the show. Cash only for booths and equipment ordered less than seven (7) days before the show. Full payment must be received before applicant can receive their booth.
 - b. Money orders, personal/company/cashier's checks and any other type of payments are not permitted.
4. InterGem will provide the following to the Applicant within the above Licensed Premise amount:
 - a. A Licensed Premise of the length specified in Paragraph 1 above, 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 table. An extra charge will be assessed for any additional tables and furniture supplied by InterGem.
 - b. Complimentary passes for the Applicant's customers are available upon written request. Each full priced booth is eligible for fifty (50) printed complimentary passes and a digital pass. Ordering forms can be downloaded from <https://www.intergem.com/exhibiting-info#forms>. Additional passes may be purchased at a cost. Applicants are strictly prohibited from distributing passes at the show venue. Any company caught distributing passes at the venue will have their passes confiscated and will be removed from the show without any refund due. Applicant's may also lose their locations and contracts for their current and future shows with InterGem.
 - c. No other identification sign may be used, other than that supplied or approved by InterGem.
 - d. 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 Applicant's expense; provided that arrangements are made with InterGem when submitting this Application and License Agreement. 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.
 - e. General area security, subject to the limitations of Paragraphs P and Q of the Terms & Conditions Section.
 - f. The applicant's booth is limited to the size ordered in paragraph 3(a). Applicant's who sell skincare and cosmetics at their rental booth will not be allowed to expand their location beyond the size ordered.
 - g. The applicant's booth will be outfitted with the standard supplies stipulated in paragraphs 3(a-e). Should the applicant use any extra supplies provided by InterGem, the standard rate for each item will be added to the applicant's order and automatically charged to the credit card on file or that which was used to purchase the booth. Rental fees are not prorated based on the amount of time used and will be charged AUTOMATICALLY.
5. Any breach by Applicant of any Application and License Agreement term, including, but not limited to, terms regarding payment by Applicant, shall entitle InterGem 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 InterGem; (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 InterGem may be entitled to.
6. The Terms & Conditions below are specifically incorporated herein and constitute an essential part of this Application and License Agreement and are binding upon the parties. The individual signing on behalf of the Applicant, certifies that (s)he has read, in its entirety, this Application and License Agreement and accepts its terms and conditions.
7. The Licensed Premise includes a decorating package including tables and coverings, 2 chairs, drape and signage If you would like to rent additional equipment to that already provided, please complete the ORDER FORM attached specifying the exact quantities needed. All showcases; pegboards; uprights, bases, crossbars; additional tables, electricity and chairs; MUST be ordered as part of this Application and License Agreement.
8. Cancellation of Pre-Ordered Booths and/or Extra Supplies: Pre-ordered booths and extra supplies may be cancelled by Applicant, provided that such notice of cancellation is received by InterGem, 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 accessed/withheld 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/be-withheld 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.
9. All cancellation fees are due at the time of cancellation and will be charged/withheld AUTOMATICALLY by InterGem. The charge will be made to the credit card on-file once a cancellation notice is received or will be withheld from any refund due.
10. Exhibitors are required to stay within their permitted license space. Exhibitors are not allowed to place signs, staff, displays or any other obstruction outside of their licensed premised booth to sell, brand, increase their footage, advertise or for any other purpose. Exhibitors who disregard this policy will be REMOVED FROM THE SHOW WITHOUT REFUND.

11. Exhibitors who carry and sell SKINCARE PRODUCTS at their booths must declare their merchandise appropriately on the attached ORDER FORM as well as at the end of this agreement. If an exhibitor sells skincare products he/she will be prohibited from selling any other type merchandise including (but not limited to) jewelry, accessories, décor, clothing, perfumes,

supplies, or any merchandise other than skincare products.

12. Applicant will not bring or use hot pots, tea kettles, water boilers, coffee makers, waffle irons, griddles, microwaves, toaster ovens, rice cookers, slow cookers, blenders, processors, or any similar cooking device inside the rental hall. Any breach of this policy by the Applicant will result in confiscation of the prohibited device until

the end of the show as well as a fine of \$500.00 for each offense.

IN WITNESS WHEREOF, the parties have individually or through their duly authorized representatives, agents or officers, caused this Application and License Agreement to be accepted at the time of submission of application.

TERMS AND CONDITIONS INCORPORATED IN THE APPLICATION AND LICENSE AGREEMENT

A. The International Gem & Jewelry Show, Inc.® (InterGem) owns and manages the International Gem & Jewelry Show and My Favorite! Bead Show (MFBS).

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. The Applicant may use for display purposes only such tables, poles, and floor standing showcases as are furnished by InterGem in accordance with Paragraph 4(a) above, or supplied by InterGem under separate agreement; except, when an Applicant proposes, for specific purposes, to use a unique Applicant-owned display rather than standard tables and floor standing showcases. The Applicant may furnish InterGem a description of such display and at the time of signing this Application and License Agreement, request approval for its use. Approval may or may not be granted at the sole discretion of InterGem. In the event InterGem grants permission to use Applicant-owned floor standing showcase(s), there will be a charge of \$30.00 per showcase.

C. InterGem reserves the right, at its sole discretion, to accept or deny any Applicant for 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 InterGem 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' of 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 InterGem 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 in its Licensed Premise at all times the show is open to the public and during set-up and move-out. All staff members must own and wear an exhibitor badge provided by InterGem. Applicant's are prohibited from distributing their exhibitor badges to customers. Doing so will result from immediate banishment from InterGem shows.

G. Applicant shall not have children under the age of 9 in its Licensed Premise at any time.

H. Applicant shall offer for sale and shall display only items connected with skincare and cosmetics and shall have displays presented in a manner acceptable to InterGem. Any nonconforming items shall be removed immediately by Applicant at the request of InterGem. Applicant agrees that InterGem shall have the right to withdraw from Applicant's display and sale, any article(s) including signs, which in InterGem's 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 of 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 InterGem being first obtained.

J. Applicant shall warrant to purchasers that all goods sold are as represented with respect to content and claims are accurate and true. All products 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 ingredients); 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 InterGem 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 InterGem's satisfaction. All Exhibitors must comply with all Federal Trade Commission rules. Offending this policy shall result in the cancellation of all the perpetrators future contracts with InterGem.

K. Applicant agrees they MUST issue a sales receipt for all sales containing a full, detailed description of each item (see Paragraph J above), stating any and all conditions of such sale and Applicant MUST charge state sales tax, if applicable. Should the Applicant give a customer a fraudulent receipt or no receipt at all, InterGem will demand a full refund for the customer. Failure to comply will result in the cancellation of all future contracts with InterGem.

L. InterGem 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 carry skincare products at the show:

a) Must carry only skincare at their booths and no other products or types of merchandise.

b) Must allow full refunds for items purchased at the show if the customer seeks a return within three business days of the show. There are no requirements for a return, if a customer requests a return for ANY reason within three days of the purchase, the Applicant must grant a full refund.

N. Applicant agrees that InterGem 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 InterGem does provide security personnel for the Hall.

O. Applicant agrees to indemnify, defend and hold InterGem 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, water damage, accident, negligence or other cause, regardless of whose act or omission generates such claim or claims. Applicant, at its own cost, must obtain appropriate insurance to cover risk of any loss.
- P. Applicant agrees that InterGem/My Favorite! Bead Show shall not be responsible for any losses or damages caused by or in any way related to any showcase, table or other equipment which InterGem/My Favorite! Bead Show provides to Applicant. Applicant also agrees to the fines mandated for damaged equipment which amounts to, but is not limited to, \$100.00 for each damaged table, showcase and pegboard and \$50.00 for each damaged chair and pole.
- 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 InterGem harmless from all claims in connection therewith.
- R. Applicant is aware that it may obtain, at Applicant's sole expense, insurance against all risks implicit or explicit in its participation in the show and in regard to the display, storage and transportation of its property. InterGem is not the insurer of Applicant's persons and property in any regard whatsoever.
- S. Applicant shall comply with such rules and regulations as InterGem 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. InterGem 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 InterGem will refund to Applicant any excess over the 40% theretofore paid on account of this Application and License Agreement. If InterGem 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 InterGem will refund any excess over the 75% theretofore paid on account of this Application and License Agreement. Applicant agrees that, if InterGem 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 InterGem other than for specified refunds.
- U. If other conditions require InterGem to cancel the show, InterGem shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, InterGem's liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold InterGem 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 11:00 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 InterGem. However, the original Applicant will still be liable for full payment of the Licensed Premise.
- W. Applicant agrees to be financially and legally responsible for any and all damage that they or their staff perpetrate on property owned by the rental facility. Any invoice for damage from the rental facility will be transferred and billable to the Applicant if they or their staff are responsible.
- X. Applicants who remain inside the rental hall past closing time during set-up shall be charged a \$150.00 fee immediately and every additional hour they remain inside the hall. Payment will be due before leaving the premise.
- a) **PAYMENT OF LICENSE AGREEMENT:** Payment for License Agreement should be made payable to: "InterGem". 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 InterGem. The full deposit is partially refundable in accordance with the cancellation policy stipulated in paragraph "8" of the "Application License Agreement."
1. Credit Card Processing Fee: A fee of 3% of the total charge will be applied to each payment made with a credit card.
 - b) The existence of any and all approved Application and License Agreement(s) and/or deposits DOES NOT create an obligation for an Applicant or InterGem/My Favorite! Bead Show to enter into any agreements and/or arrangements, whatsoever. Any addition, adjustment or change made to the contract unilaterally by an Exhibitor is void regardless of acceptance. Any change must be agreed to by both Exhibitor and InterGem/My Favorite! Bead Show as a separate addendum to the contract. A License Agreement DOES NOT EXIST until Applicant has, IN HAND, the fully executed copy of that Application and License Agreement.
- c) Full deposit is required by Applicant before the use of the licensed booth is granted. Payment can be made with a credit card if payment is made at least seven days before the show. If payment is made less than seven days before the show, a cash payment is required. Money orders, personal/company/ cashier's checks and any other type of payments are not permitted.
- d) **RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES:**
1. Applicant agrees that InterGem 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, negligence, or other cause, regardless of whose act or omission generates such claim or claims.
 2. Applicant agrees to hold InterGem 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 who act or omission generates such a claim or claims.
 3. Applicant agrees to reimburse InterGem, upon written request, any and all monies required for repairs to any 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 column, wall, floor, or other structure of the Hall without first obtaining written consent of InterGem. Any breach of this condition will subject Applicant to liability to the Hall, InterGem or the decorator.
 5. Applicant shall hold InterGem harmless against any liability to or claims by the Hall or the decorator arising from such actions by Applicant.
 6. Applicant agrees not to use tape on any InterGem poles. If Applicant does use tape and InterGem is required to remove tape, Applicant will be assessed a charge of \$35.00 for removal and/or cleaning of each pole.
 7. Exhibitor must leave the Licensed Premise and floor clean and free of trash, food and all debris or exhibitor will be assessed with a \$300.00 clean-up charge.
 8. Any additional footage or extra supplies, provided by InterGem, used during the event will be **AUTOMATICALLY** added to the Applicant's order and charged to the credit card on-file.