

# AUSTIN, TX

## OCTOBER 4-6, 2024

Palmer Events Center



500 N Washington St #1068  
 Rockville, MD 20850  
 (301) 294-1640  
 info@intergem.net  
 INTERGEM.COM

**STEP 1.**  
 CHOOSE YOUR SECTION:

Retail Section Only

### STEP 2. ORDER YOUR BOOTH, OPTIONS & EQUIPMENT

SELECT YOUR BOOTH SIZE			CORNER BOOTH OPTIONS (OPTIONAL)	EXTRA EQUIPMENT PRICE LIST			ENTER EQUIPMENT QUANTITY		
BOOTH SIZE	ADVANCE*	STANDARD		TYPE	ADVANCE*	STANDARD	(OPTIONAL) ENTER TOTAL QUANTITY		
<input type="checkbox"/> 10' Booth	\$1,395	\$1,495	<input type="checkbox"/> <b>No Corner Booth (\$0)</b> <i>(No charge. Select if you DO NOT want a corner booth. Leaving this option blank can lead to a corner booth fee being added to your order at a later time.)</i>	Tables	\$40	\$60	4' <input type="text"/>	6' <input type="text"/>	8' <input type="text"/>
<input type="checkbox"/> 11' Booth**	\$1,525	\$1,625		Poles	\$8	\$12	Uprights <input type="text"/>	Bases <input type="text"/>	Crossbars <input type="text"/>
<input type="checkbox"/> 14' Booth	\$1,775	\$1,875		Showcases	\$175	\$263	Halfview <input type="text"/>	Fullview <input type="text"/>	
<input type="checkbox"/> 15' Booth***	\$1,905	\$2,005		Pegboard	\$75	\$113	Pegboard <input type="text"/>		
<input type="checkbox"/> 20' Booth	\$2,290	\$2,390		Chair	\$7	\$11	Chair(s) <input type="text"/>		
<input type="checkbox"/> 30' Booth	\$3,085	\$3,235		Extra Electricity	\$120	\$180	500 Watts <input type="text"/>		
<b>EXTRA FOOTAGE</b>			<input type="checkbox"/> <b>Corner Booth (\$50)</b> <i>(Corner booths are based on availability. Not guaranteed.)</i>	Goldsmith/Jewelry Repair (at booth)	\$120	\$180	Initial <input type="text"/>	Applicant <b>MUST</b> initial if jewelry repair service will be provided at Applicant's booth during the show.	
\$150 Per Ft (10'-15' Booths)	Total Extra Ft <input type="text"/>			\$100 Per Ft (20'-30' Booths)					
<b>BOOTH LOCATION REQUEST</b>			<b>*ADVANCE PRICING INFORMATION</b>						
Location requests are not guaranteed.			Booth payment and extra supplies must be ordered and paid in full (by credit card or cash) by <b>FRIDAY, SEPTEMBER 27, 2024 @ 5PM ET</b> to qualify for the "Advance" price. After this deadline the "Standard" price will be applied, <b>NO EXCEPTIONS. If payment is not received by 5:00 p.m. on Saturday a 50% surcharge will be added to your balance.</b> Extra supplies <b>NOT</b> ordered 30 days before the first day of the show will <b>NOT</b> be guaranteed. <b>Additional electricity requests must be pre-ordered; it cannot be ordered at the show.</b> To qualify for advance price, the full payment must be made with credit card or cash. Payments made with checks will be charged the "Standard" rate. All booths and extras supplies are subject to cancellation fees included on the reverse side.						
** Four Tabletop Showcases (Own) Across Front *** Three Showcases (Rented) Across Front									

### STEP 3. MERCHANDISE SELECTION & COMPANY DESCRIPTION

**MERCHANDISE SELECTION:** Select UP TO FIVE (5) types of merchandise that best describe your company.

<b>BEADS</b> <u>GEMSTONE BEADS</u> <input type="checkbox"/> Precious Gem Beads <input type="checkbox"/> Semi-Precious Gem Beads <u>GENERAL</u> <input type="checkbox"/> General Beads <u>OTHER BEAD TYPES</u> <input type="checkbox"/> Crystal Beads <input type="checkbox"/> Decorative Beads <input type="checkbox"/> Glass Beads <input type="checkbox"/> Metal Beads <input type="checkbox"/> Raku Beads <input type="checkbox"/> Wood Beads <u>PEARLS</u> <input type="checkbox"/> Cultured <input type="checkbox"/> Fresh water <input type="checkbox"/> South Sea <u>COLLECTIBLES</u> <input type="checkbox"/> Antique Coins <input type="checkbox"/> Antique Stamps <input type="checkbox"/> Artifacts <u>FINISHED JEWELRY</u> <u>BRIDAL</u> <input type="checkbox"/> Bridal Jewelry <input type="checkbox"/> Engagement Rings	<u>GENERAL</u> <input type="checkbox"/> Beaded Jewelry <input type="checkbox"/> Charm Jewelry <input type="checkbox"/> Costume High End Jewelry <input type="checkbox"/> Costume Standard Jewelry <input type="checkbox"/> Estate/Antique Jewelry <input type="checkbox"/> Fashion Jewelry <input type="checkbox"/> Fine Jewelry <input type="checkbox"/> Handmade Jewelry <input type="checkbox"/> Jewelry Findings <input type="checkbox"/> Precious Gem Jewelry <input type="checkbox"/> Semi-Precious Gem Jewelry <input type="checkbox"/> Vintage Jewelry <u>JEWELRY BY GEMSTONE</u> <input type="checkbox"/> Amber Jewelry <input type="checkbox"/> Amethyst Jewelry <input type="checkbox"/> Aquamarine Jewelry <input type="checkbox"/> Cubic Zirconia Jewelry <input type="checkbox"/> Diamond Jewelry <input type="checkbox"/> Emerald Jewelry <input type="checkbox"/> Garnet Jewelry <input type="checkbox"/> Jade Jewelry <input type="checkbox"/> Lapis Lazuli Jewelry <input type="checkbox"/> Moonstone Jewelry <input type="checkbox"/> Morganite Jewelry	<input type="checkbox"/> Opal Jewelry <input type="checkbox"/> Pearl Jewelry <input type="checkbox"/> Peridot Jewelry <input type="checkbox"/> Ruby Jewelry <input type="checkbox"/> Sapphire Jewelry <input type="checkbox"/> Spinel Jewelry <input type="checkbox"/> Tanzanite Jewelry <input type="checkbox"/> Topaz Jewelry <input type="checkbox"/> Tourmaline Jewelry <input type="checkbox"/> Turquoise Jewelry <input type="checkbox"/> Zircon Jewelry <u>JEWELRY BY REGION</u> <input type="checkbox"/> Ethnic Jewelry <input type="checkbox"/> Hawaiian Jewelry <input type="checkbox"/> Indian Jewelry <input type="checkbox"/> Middle Eastern Jewelry <input type="checkbox"/> Southwestern Jewelry <u>JEWELRY BY METAL TYPE</u> <input type="checkbox"/> Gold Jewelry <input type="checkbox"/> Palladium Jewelry <input type="checkbox"/> Platinum Jewelry <input type="checkbox"/> Silver Jewelry <input type="checkbox"/> Stainless Steel Jewelry <input type="checkbox"/> Titanium Jewelry <input type="checkbox"/> Tungsten Jewelry	<u>WATCHES</u> <input type="checkbox"/> Watches Costume <input type="checkbox"/> Watches Fashion <input type="checkbox"/> Watches High End <u>GEMSTONES</u> <u>GEMSTONE TYPES</u> <input type="checkbox"/> Amazonite Gemstones <input type="checkbox"/> Amber Gemstones <input type="checkbox"/> Amethyst Gemstones <input type="checkbox"/> Aquamarine Gemstones <input type="checkbox"/> Bloodstone Gemstones <input type="checkbox"/> Chrysoberyl Gemstones <input type="checkbox"/> Diamonds Color <input type="checkbox"/> Diamonds Loose <input type="checkbox"/> Diamonds Raw <input type="checkbox"/> Emerald Gemstones <input type="checkbox"/> Fire Agate Gemstones <input type="checkbox"/> Garnet Gemstones <input type="checkbox"/> Jade Gemstones <input type="checkbox"/> Lapis Lazuli Gemstones <input type="checkbox"/> Moonstone Gemstones <input type="checkbox"/> Morganite Gemstones <input type="checkbox"/> Opal Gemstones <input type="checkbox"/> Peridot Gemstones <input type="checkbox"/> Rose Quartz Gemstones	<input type="checkbox"/> Ruby Gemstones <input type="checkbox"/> Sapphire Gemstones <input type="checkbox"/> Smoky Quartz Gemstones <input type="checkbox"/> Spinel Gemstones <input type="checkbox"/> Tanzanite Gemstones <input type="checkbox"/> Tiger's Eye Gemstones <input type="checkbox"/> Topaz Gemstones <input type="checkbox"/> Tourmaline Gemstones <input type="checkbox"/> Turquoise Gemstones <input type="checkbox"/> Zircon Gemstones <u>GENERAL</u> <input type="checkbox"/> Precious Gemstones <input type="checkbox"/> Semi-Precious Gemstones <u>GEOLOGICAL SPECIMENS</u> <input type="checkbox"/> Crystals <input type="checkbox"/> Fossils <input type="checkbox"/> Minerals <input type="checkbox"/> Shells & Sealife <u>GIFT ITEMS</u> <input type="checkbox"/> General Gift Items <u>HOME GOODS</u> <input type="checkbox"/> Home Goods Findings <input type="checkbox"/> Home Goods/Decor <u>JEWELRY SUPPLIES</u> <input type="checkbox"/> Cabochons	<input type="checkbox"/> Chains Finished <input type="checkbox"/> Chains-By-The-Yard <input type="checkbox"/> Clasps <input type="checkbox"/> General <input type="checkbox"/> Jewelry Displays & Furniture <input type="checkbox"/> Jewelry Wire <input type="checkbox"/> Mountings & Settings <input type="checkbox"/> Semi-Mount Gemstones <u>NON-PROFIT ORGANIZATION</u> <input type="checkbox"/> Club / Society <input type="checkbox"/> Non-Profit Organization <u>SERVICES</u> <input type="checkbox"/> Appraisal Services <input type="checkbox"/> Cash For Antiques <input type="checkbox"/> Cash For Gold <input type="checkbox"/> Cash For Jewelry <input type="checkbox"/> Custom Design Jewelry <input type="checkbox"/> Goldsmith Services <input type="checkbox"/> Jewelry Classes <input type="checkbox"/> Jewelry Cleaning <input type="checkbox"/> Jewelry Repair Services <u>SKINCARE / COSMETICS</u> <input type="checkbox"/> Makeup <input type="checkbox"/> Perfumes <input type="checkbox"/> Skincare <input type="checkbox"/> Haircare
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**COMPANY DESCRIPTION:** Enter your company description below. **Limit of 100 characters maximum** (including spaces). Descriptions that are too long will be edited/voided.

(Enter company description as it will appear on public online listings.)

### STEP 4. DEPOSIT AGREEMENT

If Applicant <b>HAS</b> A Renewable Deposit*, Then... <b>No deposit is due at the time of signing.</b> The total balance is due before the applicant begins set-up of their booth.	If Applicant <b>DOES NOT HAVE</b> A Renewable Deposit*, Then... <b>A deposit of 50% of the order total is due at the time of signing.</b> The remaining balance will be due before the applicant begins set-up of their booth.	By initialing below, I am stating that I have read and understand this statement.  [ _____ ] Initial Here
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\*For more information on Renewable Deposits, see paragraph "c" in the Terms and Conditions.

**STEP 5. PROVIDE EXHIBITOR INFORMATION & PAYMENT**

<b>CHOOSE PAYMENT TYPE</b>			
<input type="checkbox"/> Credit Card* (See Below)		<input type="checkbox"/> Check # _____ Attached	<input type="checkbox"/> Pay Later (Must Have Renewable Deposit On File)
Company Name		Contact Name	
Company Address		City	Zip Code
Contact Phone	Email Address	Website/Facebook	
Credit Card Number		Exp. Date	Security Code
<input type="checkbox"/> Our Billing Address Is Same As Above.		<input type="checkbox"/> Our Billing Address Is Different From Above:	Authorized Signature

*\*If paying by credit card, a 3% transaction fee will be applied to the total of each payment.*

**STEP 6. TAX INFORMATION & SHOW DETAILS**

Enter Your State _____ Tax ID Number: _____  IMPORTANT TAX INFORMATION: Exhibitors must supply InterGem with a photocopy of their Texas Sales Tax Permit prior to show. Call (972) 671-7166 or (800) 252-5555 for application or apply online at <a href="http://www.comptroller.texas.gov">www.comptroller.texas.gov</a> [choose "Sales Tax Permit Application"]. Must be filed 6 weeks in advance of the show.	<p align="center"><b>LOCATION:</b>                  Palmer Events Center (Exhibit Hall 2)                  900 Barton Springs Rd, Austin, TX 78704</p> <p><b>Set-Up Hours:</b> Thur, 4 pm-8 pm; Fri, 8 am-11 am; Sat, 8 am-10 am; Sun, 9 am-11 am</p> <p><b>Show Hours:</b> Fri, 12pm-6pm; Sat, 10am-6pm; Sun, 11am-5pm</p> <p><b>Load Out Hours:</b> Sun, 5 pm-8 pm</p>
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**STEP 7. REVIEW AGREEMENT & TERMS AND CONDITIONS**

**APPLICATION AND LICENSE AGREEMENT FOR AUSTIN, TX - OCTOBER 4-6, 2024**

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:

- That InterGem will grant to Applicant and Applicant will occupy, a \_\_\_\_\_ foot Licensed Premise in the PALMER EVENTS CENTER in AUSTIN, TX at the InterGem show, which will be conducted from FRIDAY THROUGH SUNDAY.
- The total rental shall be \$ (consisting of your Licensed Premise, Equipment & Decorating Package, and minimum required Electrical Wattage) which shall be payable upon submission of this Application and License Agreement, unless Applicant has arranged for a Renewable Deposit as provided in Paragraph 'c' of the "Terms & Conditions Incorporated In The Application And License Agreement" below hereof. If an applicant DOES NOT have a Renewable Deposit in their account at the time of an order, a deposit of 50% of the total order will be charged upon submission. Failure to provide the 50% deposit at signing will cause the application to be placed on the "Wait-List" and the loss of the reserved location. The deposit will be applied toward the order as the first payment installment. The remaining balance will be due before the Applicant can begin setting up their booth at the show.
  - Advance Pricing: Applicant's can receive advance pricing if the total balance is paid in full at least seven (7) days before the first day of the event. To qualify, payment must be made using InterGem's online payment system with a credit card OR with cash at a show office at any InterGem Jewelry Show. Checks are not allowed for Advance Pricing payments.
  - Standard Pricing: Should the Applicant miss the Advance Price Deadline, which falls seven (7) days before the first day of the event, then the standard rate will be applied to the booth rental as well as all additional equipment and services that were ordered.
  - Late Payment Fees: Outstanding balances for booths, equipment and luggage tickets, at shows, must be paid in full prior to Saturday closing time to avoid late payment fee of \$100. No exceptions.
- InterGem will provide the following to the Applicant within the above Licensed Premise amount:
  - Licensed Premise of the length specified in Paragraph 1 above, 6' deep 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 replace tables]); 20' (3-8' and 2-6'). \*For each showcase used, the number of tables allocated will be reduced by one 6' table. An extra charge will be assessed for any additional tables and furniture supplied by InterGem.
  - 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#passes>. 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.
  - No other identification sign may be used, other than that supplied or approved by InterGem.
  - 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; if 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.
  - General area security, subject to the limitations of Paragraphs N-R below.
  - The applicant's booth is limited to the size ordered in paragraph 3(a). Any additional booth space used during the course of the event will incur additional footage fees as approved by the show manager. Should the applicant enlarge their booth length or depth upon arrival, a fee of \$150 per each additional foot (for 10', 11', 14' and 15' booths) OR \$100 per each additional foot (for 20' or 30' booths) will be charged automatically to the credit card on-file or that which was used to purchase the booth. The additional footage fee is not prorated to exact size or date of expansion and will be charged AUTOMATICALLY.
  - 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.
- Any breach by Applicant of any Application & 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.
- 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.
- The Licensed Premise includes a set 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 section above 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.
- 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 charged/withheld for all booths at the time of notice (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 at the time of cancellation. 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.
- All cancellations 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.
- Applicant does not carry any type of skincare or makeup products. Creams, lotions, and certain cosmetics are prohibited as merchandise under the Standard License Agreement stipulated here. Skincare exhibitors must apply using the SKINCARE VENDOR CONTRACT, which can be acquired online, and will be beholden to the policies, regulations and fees stipulated in the designated document. If Applicant submits a standard contract and carry's merchandise of this nature, they will forfeit the right to participate in the show and will not receive a refund for any amount paid or due. If merchandise of this nature is displayed during show hours, Applicant may be asked to leave the show and must do so immediately without a refund if show manager or InterGem Staff Member demands it. (Contact our Customer Service Department for further information.)
- 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**

<ol style="list-style-type: none"> <li>The International Gem &amp; Jewelry Show, Inc.® (InterGem) owns and manages the International Gem &amp; Jewelry Show and My Favorite! Bead Show (MFBS).</li> <li>An Applicant shall use only the Licensed Premise hereunder, for the display and sale of items specified in Paragraph H below, and for no Austin, TX Jewelry Show (October 2024) Application Form</li> </ol>	other purposes. The Applicant may use for display purposes only such tables, poles and floor standing showcases as are furnished by InterGem/MFBS in accordance with Paragraph 3(a) and Paragraph 6 above hereof or supplied by InterGem/MFBS 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/MFBS a description of such display and at the time of signing the Application and License Agreement, request approval for its use. Approval may or may not be granted at the sole discretion of
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- InterGem/MFBS. In the event InterGem/MFBS grants permission to use Applicant-owned floor standing showcase(s), there will be a charge of \$30.00 per showcase.
- C. InterGem/MFBS reserves the right, at its sole discretion, to accept or deny any Applicant for any and all shows.
  - D. Applicant shall not assign, sublet, lease, sublease or share all or any portion of its assigned space, without a written agreement with InterGem/MFBS being first obtained. Any such agreement shall incorporate the terms and conditions of the 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 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/MFBS poles. 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. Applicants 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 gems, jewelry, minerals, findings, books and other products, connected with this industry and shall have displays presented in a manner acceptable to InterGem/MFBS. Any nonconforming items shall be removed immediately by Applicant at the request of InterGem/MFBS. Applicant agrees that InterGem/MFBS shall have the right to withdraw from Applicant's display and sale, any article(s) including signs, which in InterGem/MFBS'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 product/merchandise line without a written Agreement with InterGem/MFBS.
  - J. Applicant shall warrant to purchasers that all goods sold are as represented with respect to the metal content, stones and other material and with respect to workmanship. All stones must be identified and described both orally and in writing (written descriptions must be spelled out in full without the use of abbreviations or footnotes and must disclose synthetic stones, CVD diamonds, man-made diamonds and any treatments including, but not limited to, irradiation, laser drilling, yehuda filling, dyeing, oiling, doublet, assembled, etc.); and Applicant shall refund the full purchase price of any item offered for return which does not meet such warranties or shall substitute goods of like value, at the option of the purchaser, provided such goods are returned during the period of the show. Applicant shall hold InterGem/MFBS 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/MFBS'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/MFBS reserves the right, at its sole discretion, to settle disputes between Applicant and Applicant's customers concerning returns, exchanges and/or refunds.
  - M. Applicants who employ goldsmiths or jewelers during a show:
    - 1) Must complete and deliver all merchandise to customer before the close of show hours, unless otherwise specified in writing on a receipt;
    - (2) Absolutely no customers will be permitted to wait in the hall after show hours;
    - (3) Will be solely financially responsible for damage, negligence and/or loss of merchandise;
    - (4) Are required to pre-order a minimum of an additional 1000 watts of electricity; and Must have a FULLY-CHARGED fire extinguisher in Licensed Premise at all times.
  - N. Applicant agrees that InterGem/MFBS 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/MFBS 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, theft, 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/MFBS 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/MFBS 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/MFBS 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/MFBS may promulgate in writing. (2) In the event of conflict between the Application and License Agreement and any such rule and regulation, the Application and License Agreement shall govern unless it is specifically stated otherwise.
  - T. InterGem/MFBS 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 the Application and License Agreement, Applicant's financial obligation shall be reduced by 60% and InterGem/MFBS will refund to Applicant any excess over the 40% theretofore paid on account of the Application and License Agreement. If InterGem/MFBS 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/MFBS will refund any excess over the 75% theretofore paid on account of the Application and License Agreement. Applicant agrees that, if InterGem/MFBS is compelled to cancel the show for any of the reasons enumerated in Paragraph U below, Applicant shall have no claim for loss or damage against InterGem/MFBS other than for specified refunds.
  - U. If other conditions require InterGem/MFBS to cancel the show, InterGem/MFBS shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, InterGem/MFBS's liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold InterGem/MFBS 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/MFBS. However, the original Applicant will still be liable for full payment of the Licensed Premise.
  - W. Applicant agrees not to carry any type of skincare or makeup products. Creams, lotions, and certain cosmetics are prohibited as merchandise under the Terms & Conditions stipulated here. Skincare exhibitors must apply using the SKINCARE VENDOR CONTRACT, which can be acquired online or thru our office, and will be beholden to the policies, regulations and fees stipulated in the designated document. (Contact our Customer Service Department for further information.)
  - X. 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.
  - Y. Applicants who remain inside the rental hall past closing time shall be charged a \$150.00 fee immediately and every additional hour they remain inside the hall. Payment will be due before leaving the premises.
  - 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 the Application and License Agreement is submitted to InterGem/MFBS, unless Applicant has arranged for a Renewable Deposit, as provided for in Paragraph c below. If an applicant DOES NOT have a Renewable Deposit in their account at the time of an order, a 50% deposit of the order total will be charged upon submission. Failure to provide the 50% deposit at signing will cause the application to be placed on the "Wait-List" and the loss of the reserved location. The deposit will be applied toward the order as the first payment installment. The remaining balance will be due before the Applicant can begin setting up their booth at the show.
1. Advance Pricing: Applicant's can receive advance pricing if the total balance is paid in full at least seven (7) days before the first day of the event. To qualify, payment must be made using InterGem's online payment system with a credit card OR with cash at a show office at any InterGem Jewelry Show. Checks are not allowed for Advance Pricing payments.
  2. Standard Pricing: Should the Applicant miss the Advance Price Deadline, which falls seven (7) days before the first day of the event, then the standard rate will be applied to the booth rental as well as all additional equipment and services that were ordered.
  3. Late Payment Fee: Outstanding balances for booths, equipment and luggage tickets, at shows, must be paid in full prior to Saturday closing time to avoid late payment fee of \$100. No exceptions.
  4. Credit Card Processing Fee: A fee of 3% of the total charge will be applied to each payment made with a credit card.
- b) Any additional footage or extra supplies used during the event will be AUTOMATICALLY added to the Applicant's order AND charged using the credit card on-file OR the credit card used to charge the 50% deposit.
  - c) **RENEWABLE DEPOSIT:** As an accommodation to Applicants who apply for multiple shows, InterGem/MFBS will accept a renewable deposit of \$1000.00 with submission of its Application and License Agreements. The Renewable Deposit ("RD") allows an Applicant with a fully executed License Agreement, to participate in multiple shows without making full payment in advance. It is agreed that the RD is not to be held in an interest-bearing escrow account, but shall be available to cover expenses incurred by InterGem/MFBS prior to the show, and that any portion of such RD shall be returnable to Applicant only as may be specifically provided for elsewhere in the Application and License Agreement. Existing exhibitors currently holding a \$500 RD with InterGem/MFBS will be grand-fathered with the previous policy. To be refunded any amount of the deposit due to the applicant, a written request must be received by InterGem. If past due debt exists between the applicant and InterGem at any point, funds from the RD will be transferred and applied directly to the debt. Should funds be removed from the RD it will no longer be valid until the applicant adds funds to resolve the balance.
  - d) The existence of any and all approved Application and License Agreement(s) and/or Renewable Deposit DOES NOT create an obligation for an Applicant or InterGem/MFBS 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/MFBS 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.
  - e) Any Applicant who submits payment by check and, for any reason, that check is returned to InterGem/MFBS, the Applicant is responsible for a charge of \$50.00 for each returned item. The Applicant will not be allowed entry into a show until the returned check and the returned check charge have been replaced by cash, money order, certified or cashier's check.
  - f) **RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES:**
    - 1) Applicant agrees that InterGem/MFBS 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/MFBS 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/MFBS, 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/MFBS. Any breach of this condition will subject Applicant to liability to the Hall, InterGem/MFBS or the decorator.
    - 5) Applicant shall hold InterGem/MFBS 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/MFBS poles. If Applicant does use tape and InterGem/MFBS 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 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.

<b>STEP 8. SIGNATURE</b>		By signing here, I am stating that I've read and I agree to all policies, terms, conditions & fees stated in this application.	Applicant Signature	Date Of Signature
<b>FOR INTERGEM USE ONLY</b>	Accepted By: (Authorized Signature)	Date Of Acceptance:	<input type="checkbox"/> Accepted (Booth Size)	<input type="checkbox"/> Waitlisted (Date)