SAN MATEO, CA
NOV. 29-DEC. 1, 2019
San Mateo County Event Center

The "Original" Classic INTERNATIONAL GEM & JEWELRY SHOW INC.

120 Derwood Circle
Rockville, MD 20850
P (301) 294-1640
F (301) 294-0034
info@intergem.net
INTERGEM.COM

STEP 1.
CHOOSE YOUR SECTION:

☐ **Retail Section** ☐ **Wholesale Section**

STEP 2. ORDER YOUR BOOTH & EQUIPMENT

SELECT YOUR BOOTH SIZE

BOOTH SIZE	ADVANCE*	STANDARD
☐ 10' Booth	$1355.00	$1455.00
☐ 11' Booth**	$1430.00	$1530.00
☐ 14' Booth	$1585.00	$1685.00
☐ 15' Booth***	$1660.00	$1760.00
☐ 20' Booth	$1850.00	$1950.00

*** Four Table Top Showcases (Own) Across Front*
**** Must Rent 3 Showcases, Across Front*

☐ Corner Booth* $50 Additional (based on availability) **Not Guaranteed*

CORNER OPTIONS: *(OPTIONAL)* ☐ No Corner Booth Request (no charge)

EXTRA EQUIPMENT PRICE LIST

TYPE	ADVANCE	STANDARD
Tables	$35.00	$52.50
Poles	$7.00	$10.50
Showcases	$155.00	$232.50
Pegboard	$60.00	$90.00
Extra Electricity	$60.00	$90.00
Goldsmith/Jewelry Repair (at booth)	$120.00	$180.00

ENTER EQUIPMENT QUANTITY (OPTIONAL)

ENTER TOTAL QUANTITY NEEDED

4' ____ 6' ____ 8' ____
Uprights ____ Bases ____ Crossbars ____
Halfview ____ Fullview ____
Pegboard ____
500 Watts ____

Initial ____ Applicant **MUST** initial if jewelry repair service will be provided at Applicant's booth during the show.

***ADVANCE PRICING INFORMATION**

Booth payment and extra supplies must be ordered and paid in full (by credit card or cash) by **NOVEMBER 22, 2019** to qualify for the "Advance" price. After this deadline the "Standard" price will be applied, **NO EXCEPTIONS. If payment is not received by 5:00 p.m. on Saturday a 50% surcharge will be added to your balance.** Extra supplies **NOT** ordered 30 days before the first day of the show will **NOT** be guaranteed. **Additional electricity requests must be pre-ordered; it cannot be ordered at the show.** All booths and extras supplies are subject to cancellation fees included on the reverse side.

STEP 3. PROVIDE DESCRIPTION & REQUESTS

SELECT YOUR MERCHANDISE TYPE(S)

JEWELRY TYPES

☐ Diamond ☐ Silver ☐ Gold
☐ Gemstone ☐ Cubic Zir. ☐ Pearl
☐ Estate ☐ Amber ☐ Handmade

LOOSE STONE TYPES

☐ Diamonds ☐ Precious ☐ Semi-Prec.
☐ Opal ☐ Amber ☐ Turquoise

BEAD TYPES

☐ Precious ☐ Semi-Prec. ☐ General
☐ Fresh Water Pearls ☐ South Sea Pearls ☐ Cultured Pearls

OTHER

1. _____
2. _____

ENTER YOUR DESCRIPTION

100 CHARACTERS MAX. ENTER YOUR COMPANY DESCRIPTION FOR ONLINE EXHIBITOR LISTINGS.

MAKE A REQUEST *(OPTIONAL)*

(OPTIONAL) USE THIS AREA TO MAKE SPECIFIC REQUESTS REGARDING YOUR ORDER, LOCATION, ETC.

STEP 4. PROVIDE EXHIBITOR INFORMATION & PAYMENT

Company Name	Contact Name	
Company Address	City	Zip Code
Contact Phone	Email Address	

CHOOSE PAYMENT TYPE ☐ Credit Card *(See Below)* ☐ Check # _____ Attached ☐ Pay Later *(Must Have Renewable Deposit On File)*

Credit Card Number	Exp. Date	Security Code
☐ Our Billing Address Is Same As Above. ☐ Our Billing Address Is Different From Above:	Authorized Signature	

STEP 5. TAX INFORMATION & SHOW DETAILS *(Final Step On Reverse Side)*

Enter Your CA Tax ID Number:

IMPORTANT TAX INFORMATION: By signing this Application and License Agreement, I hereby certify that I hold a California Sellers Permit or I will register with the California State Board of Equalization to obtain an application for a Temporary Sellers Permit [No fee]. Call (800) 400-7115 or log onto www.boe.ca.gov to download forms. *Attach copy of Seller's Permit to this application.

Set-Up Hours: Thur. 4pm-8pm; Fri 8am-11am; Sat 8am-10am and Sun 9am-11am

Show Hours: Fri, 12pm-6pm; Sat, 10am-6pm; Sun, 11am-5pm

Load Out Hours: Sun, 5 pm-8 pm

San Mateo County Event Center
1346 Saratoga Dr.
San Mateo, CA 94403

FOR INTERGEM USE ONLY	Accepted By (Authorized Signature)	Date	☐ Accepted (Booth Size) _____	☐ Waitlisted

APPLICATION AND LICENSE AGREEMENT FOR SAN MATEO, CA – NOVEMBER 29-DECEMBER 1, 2019

THIS APPLICATION AND LICENSE AGREEMENT, by and between The "Original" Classic International Gem & Jewelry Show, Inc.® ("InterGem") and _____ ("Applicant"), witnesseth 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 in the **SAN MATEO COUNTY EVENT CENTER** in **SAN MATEO, CA** at the **InterGem** show, which will be conducted from **FRIDAY THROUGH SUNDAY.**
2. 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 'b' below. The total balance is due 4 weeks prior to the first day of the show to receive the Advance Pricing. **IF YOU DO NOT HAVE A RENEWABLE DEPOSIT ON FILE, THE FULL AMOUNT DUE SHALL BE SUBMITTED WITH APPLICATION. CONTRACTS SUBMITTED WITHOUT PAYMENT WILL NOT BE ACCEPTED.**
3. **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 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**. **(b)** No other identification sign may be used, other than that supplied or approved by **InterGem. (c)** 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. **(d)** General area security, subject to the limitations of Paragraphs P and Q below.
   b. The applicant will be responsible for all extra footage fees approved by the show manager. Should the applicant enlarge their booth length or depth, they will incur a fee of $75 per each square foot. Rate is not pro-rated.
4. 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.
5. 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.
6. The Licensed Premise includes a set decorating package including tables and coverings, 2 chairs, drape and signage [Please see the back of this contract for specific information on your requested booth size.] 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.
7. **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 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 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.
   a. All cancellation fees are due at the time of cancellation and will be charged 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.
8. 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.)
9. Applicant will not bring or use rice cookers, hot pots, griddles or any other cooking devices inside the rental hall at the risk of being removed from the show.

IN WITNESS WHEREOF, the parties have individually or through their duly authorized representatives, agents or officers, caused this Application and License Agreement to be signed on _____, 20__.

TERMS AND CONDITIONS INCORPORATED IN THE APPICATION AND LICENSE AGREEMENT

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

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/My Favorite! Bead Show** in accordance with Paragraph 6(a) below hereof, or supplied by **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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 **InterGem/My Favorite! Bead Show.** In the event **InterGem/My Favorite! Bead Show** grants permission to use Applicant-owned floor standing showcase(s), there will be a charge of $30.00 per showcase.

C. **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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.

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/My Favorite! Bead Show.** Any nonconforming items shall be removed immediately by Applicant at the request of **InterGem/My Favorite! Bead Show**. Applicant agrees that **InterGem/My Favorite! Bead Show** shall have the right to withdraw from Applicant's display and sale, any article(s) **including signs**, which in **InterGem/My Favorite! Bead Show'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/My Favorite! Bead Show**.

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 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/My Favorite! Bead Show** 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/My Favorite! Bead Show's satisfaction**. All Exhibitors must comply with all Federal Trade Commission rules.

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.

L. **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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/My Favorite! Bead Show** does provide security personnel for the Hall.

O. Applicant agrees to hold **InterGem/My Favorite! Bead Show** 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.

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.

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/My Favorite! Bead Show** harmless from all claims in connection therewith.

R. Applicant is aware that it may obtain, at Applicant's expense, insurance against all risks implicit or explicit in its participation in the show.

S. Applicant shall comply with such rules and regulations as **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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/My Favorite! Bead Show** will refund to Applicant any excess over the 40% theretofore paid on account of the Application and License Agreement. If **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** will refund any excess over the 75% theretofore paid on account of the Application and License Agreement. Applicant agrees that, if **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** other than for specified refunds.

U. If other conditions require **InterGem/My Favorite! Bead Show** to cancel the show, **InterGem/My Favorite! Bead Show** shall promptly notify Applicant of such cancellation and the reasons therefore. In such event, **InterGem/My Favorite! Bead Show's** liability to Applicant shall not exceed the amount of any deposit or payment previously made by Applicant. Applicant shall hold **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show**. 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.

Y. 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 the Application and License Agreement is submitted to **InterGem/My Favorite! Bead Show**, unless Applicant has arranged for a Renewable Deposit, as provided for in Paragraph b below. If for any reason, the Application and License Agreement is not accepted by **InterGem/My Favorite! Bead Show**, such payment will be returned promptly to Applicant. Full payment of Application and License Agreement is due 30 days prior to the first day of the show to obtain the 'Advance Price'. If full payment of Application and License Agreement is not received 30 days prior to the first day of the show, the "At Show" pricing reflected on the contract will apply.

b. RENEWABLE DEPOSIT: As an accommodation to Applicants who apply for multiple shows, **InterGem/My Favorite! Bead Show** will accept a renewable deposit of $1000.00 with submission of its Application and License Agreements. The Renewable Deposit 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 Renewable Deposit is not to be held in an interest-bearing escrow account, but shall be available to cover expenses incurred by **InterGem/My Favorite! Bead Show** prior to the show, and that any portion of such Renewable Deposit 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 Renewable Deposit with **InterGem/My Favorite! Bead Show** will be Grand-fathered with the previous policy.

c. 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/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 pink copy of that Application and License Agreement.

d. Any Applicant who submits payment by check and, for any reason, that check is returned to **InterGem/My Favorite! Bead Show**, 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 cashiers check.

e. RENTAL OF EXTRA SUPPLIES AND DECORATING SERVICES:
   1) Applicant agrees that **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** 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/My Favorite! Bead Show**, 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/My Favorite! Bead Show**. Any breach of this condition will subject Applicant to liability to the Hall, **InterGem/My Favorite! Bead Show** or the decorator.
   5) Applicant shall hold **InterGem/My Favorite! Bead Show** 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/My Favorite! Bead Show** poles. If Applicant does use tape and **InterGem/My Favorite! Bead Show** 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 $50.00 clean-up charge.

STEP 6. SIGNATURE	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